



**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 of Scottsdale
Community Services**

7447 E. Indian School Road, Suite 300
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PHONE: 480-312-7275
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Date: September 12, 2023

To: The Honorable Mayor and City Council

From: Judy Doyle, Community Services Assistant Executive Director

Subject: September 19, 2023, City Council Meeting - Updated City Council Report – Item No. 25

Honorable Mayor and City Council Members,

The City Council Report for regular agenda item #25 (Affordable Housing and Bridge Housing Intergovernmental Agreement (Paiute Community Center)) has been updated.

The updates include using the forecasted revenue (rents collected) less expenses from The Residence at Paiute towards a repayment to the General Fund for its contribution to the project as well as providing additional clarity of the project throughout the reports.

If I may be assistance to you, 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

Authorize Funding and Create a New Capital Project to Add a Second Story to Paiute Neighborhood Center.

Adopt Resolution No. 12913 authorizing:

1. Contract No. 2023-130-COS, a funding agreement totaling \$6,570,000 with Maricopa County for the American Rescue Plan Act (ARPA) of 2021, Coronavirus State and Local Fiscal Recovery Funds for affordable housing and to provide bridge housing.
2. A FY 2023/24 Capital Grant Contingency budget appropriation transfer of \$6,570,000 to a newly created CIP project titled "Construct The Residence at Paiute" to be funded by American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery through Maricopa County.
3. A FY 2023/24 General Fund transfer of up to \$7,909,173 from the General Plan Initiatives designation in the General Fund operating fund balance to the to a newly created CIP project titled "Construct The Residence at Paiute."

BACKGROUND

On December 5, 2022, the Maricopa County Board of Supervisors approved an allocation of \$65 million in American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds for affordable housing development. This additional action brought the total investment by Maricopa County to \$130 million with half of these funds already obligated for rental and homeownership affordable housing projects across the county.

The Maricopa County Human Services Department looked to partner with local jurisdictions who can demonstrate a strong partnership and leveraging of local funding or assets in affordable housing development projects that need additional funding.

Per the guidelines, projects could include any affordable housing project in which the jurisdiction can demonstrate they have contributed to the project. Leveraging can be local general funds, grant

SEE MARKED AGENDA - Adopt Resolution No. 12913 - YES - 5/2, with Vice Mayor Littlefield and Councilmember Graham dissenting.

Action Taken _____

funds, waiver or discounted fees, land etc. Jurisdictions can submit on behalf of projects led by non-profit developers, for-profit developers, or programs operated by the jurisdictions itself.

Projects must result in the creation of or preservation of affordable housing units and be completed by December 19, 2026.

Scottsdale received award notification in January 2023 of \$2,570,000 for a long-term solution to addressing homelessness through permanent bridge housing either through acquisition and rehabilitation or construction.

On April 13, 2023, the City of Scottsdale received a letter as a conditional award of \$4,000,000 from the Maricopa County Human Services Department for affordable housing.

The FY 2023/24 General Fund operating Adopted Budget includes \$15,000,000 in a fund balance designation for General Plan Initiatives. Staff proposes the use of this General Fund designation to fund the city portion needed to add a second story to the Paiute Neighborhood Center that would support the following General Plan elements:

- (H 2) Provide a variety of housing options that meet the socioeconomic needs of people who live and work in Scottsdale.
 - (H 2.4) Encourage the development and preservation of affordable housing types, including smaller units and older housing stock.
 - (H 2.5) Leverage State and Federal funding opportunities to create and preserve high quality, safe, energy-efficient, and affordable housing.
 - (H 2.10) Seek to provide quality short-term housing options that accommodate those in need of immediate temporary shelter.
- (H 3) Provide housing options that allow for all generations of Scottsdale residents to continue to live here, regardless of life stage or ability.
 - (H 3.1) Develop the full spectrum of senior housing options in locations served by public transportation or within reasonable walking distance to health services and community facilities.
 - (H 3.5) Partner with and support nonprofit agencies and organizations that provide shelter, housing, and services for homeless and vulnerable populations.
 - (H 3.6) Identify regional partners and, as appropriate, use regional solutions for housing options for all generations and abilities.
- (HC 1) Promote access to health and human services for citizens of Scottsdale.
 - (HC 1.4) Consider human service needs in future plans for city services and facilities.
- (HC 6) Foster a caring community where people are involved in community life, citizens help each other, and youth, families, and older adults are nurtured and supported.

ANALYSIS & ASSESSMENT

Staff is requesting the creation of a new project to add a second story to the Paiute Neighborhood Center that is not included in the current CIP. The second story will include up to 28 livable units (20 studio units and eight two-bedroom units) at a projected cost of \$15.7 million. The number and type of units are only estimates at this time and would be determined during the design phase. Any design for such a project will consider all relevant building codes and ordinances, including a 36-foot height limitation.

Maricopa County has awarded the City American Rescue Plan Act, Corona State and Local Fiscal Recovery funds and HOME American Rescue Plan funds to use towards the cost of the second story. Below is a summary of the funding that would be applied to the second story costs. The ARPA and HOME ARP funds from Maricopa County would need to be spent by December 19, 2026.

FUNDING SOURCE	AMOUNT	STUDIO UNITS	2-BDRM UNITS
ARPA - Fiscal Recovery Funds	\$6,570,000	11	2
General Fund (Operating) – General Plan Initiatives Fund Balance Designation	\$7,909,173	8	4
Scottsdale - HOME ARP	\$1,192,098	1	2
Total	\$15,671,271	20	8

There are two separate Council agenda items during the September 19, 2023, meeting to enter into funding agreements with Maricopa County (summarized in the table above) related to this project:

1. Item No. 1, Resolution No. 12913 (this action) - funding agreement totaling \$6,570,000 with Maricopa County for the American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds as well as use of FY 2023/24 General Fund fund balance designated for General Plan Initiatives.

The Community Assistance Office and the Human Services Homeless Outreach Team will use the \$6,570,000 in ARPA, Coronavirus State and Local Fiscal Recovery Funds through Maricopa County for the construction costs of 11 studio units and two two-bedroom units on the second story of the Paiute Neighborhood Center / Community Assistance Office. Of the 13 units, eight studio units will be for seniors at 60% Area Median Income (AMI) and three studio units, and two two-bedroom units will provide for homeless bridge housing.

The \$7,909,173 from the FY 2023/24 General Fund fund balance designated for General Plan Initiatives will be used for the construction costs of 12 units on the second story of the

Paiute Neighborhood Center / Community Assistance Office. The 12 units include eight studio units and four two-bedroom units for populations at 60% Area Median Income (AMI).

2. Item No. 2, Resolution No. 12847 - funding agreement totaling \$1,192,098 with Maricopa County for the Home Investment Partnership Program-American Rescue Plan (ARP) and PY22 HOME Investment Partnership Program Funding.

The \$1,192,098 from the Maricopa County HOME Consortium-American Rescue Plan reflected in the table above will construct three units on the second story of the Paiute Neighborhood Center / Community Assistance Office. The three units (one studio unit and two two-bedroom units) will be for qualifying populations such as homeless, at risk for homeless, and fleeing domestic violence. (This is a separate City Council request included on the September 19, 2023, agenda.)

Community Involvement

Two informational meetings to learn about projects coming to the Paiute campus were held on Wednesday, September 6, 2023. A 9:00 a.m. meeting at Paiute Neighborhood Center and a 5:30 p.m. meeting at the Civic Center Library Auditorium. In addition to informing the partners on the Paiute campus, the informational meetings were advertised via cards that were mailed to 1,527 residents in the neighborhoods surrounding the Paiute Neighborhood Center. The card also directed interested parties to a website ([ScottsdaleAz.gov](https://scottsdaleaz.gov), search "Paiute Projects"), which gave additional information about the upcoming capital projects at the Paiute Neighborhood Center. There will be additional opportunities for public involvement throughout the design and public hearing process.

RESOURCE IMPACTS

Available Funding

This action will provide \$6,570,000 in ARPA, Coronavirus State and Local Fiscal Recovery funds through Maricopa County to construct 11 studio units and two two-bedroom units on the second story of the Paiute Neighborhood Center / Community Assistance Office. Additionally, this action will provide \$7,909,173 of FY 2023/24 General Fund fund balance designated for General Plan Initiatives for the construction costs of 12 units (eight studio units and four two-bedroom units) on the second story of the Paiute Neighborhood Center / Community Assistance Office.

Staff will continue to explore grant funding and other funding sources to reduce the use of General Fund monies.

Staffing, Workload Impact

Through the FY 2025/26 budget planning process a Housing Specialist 1 position (1.00 FTE) will be requested for consideration when the second story of the Paiute Neighborhood Center / Community Assistance Office opens to be paid for through Housing Choice Voucher Administration

Fees. Once the position is hired, the forecasted annual cost for the position is approximately \$65,000, which includes salary and fringe.

In the last two years the Community Assistance Office (CAO) has added additional housing programs including Emergency Housing Vouchers, Foster to Youth Independence and Veterans Affairs Supportive Housing. With approval of these additional contracts, CAO will add Tenant Based Rental Assistance for Seniors and the possibility of Project Based Vouchers in the applicable housing units at the Paiute Neighborhood Center. In addition to these specialty programs, CAO has 735 Housing Choice Vouchers issued to the Scottsdale Housing Agency and employs two Housing Specialist I positions that administratively manage these traditional vouchers. The addition of more units to the portfolio will increase an already taxed workload beyond the capabilities of current staffing levels.

Operating & Maintenance Costs

In FY 2025/26 the Community Assistance Office will procure a property management company to maintain the second story of the Paiute Neighborhood Center / Community Assistance Office paid by the forecasted revenue noted below. Once the second story is completed, the forecasted annual cost of operating and maintenance is \$126,000. Additionally, per the agreement, 25% of the total program income for the project will need to be paid to Maricopa County.

Forecasted Revenue

Staff is requesting authorization for a new capital project to build up to 28 units on the second story of the Paiute Neighborhood Center / Community Assistance Office. Of those 28 units, this request is for 11 studio units and two two-bedroom units constructed through the ARPA, Coronavirus State and Local Fiscal Recovery funds through Maricopa County (eight studio units to assist seniors at or below 60% of the Area Median Income and three studio units and two two-bedroom units to provide homeless bridge housing) and 12 units funded with FY 2023/24 General Fund fund balance designated for General Plan Initiatives (eight studio units and four two-bedroom units for populations at 60% Area Median Income (AMI)).

While it is premature to forecast revenue at this stage of this proposed project, currently studio apartment rent payment standards are \$1,478 and the two-bedroom units are \$1,914 which includes rental tax and utilities.

These are the most current rent payment standards effective January 1, 2023. Rent payment standards are updated on an annual basis through Housing and Urban Development.

At full occupancy the 11 studio units and two two-bedroom units funded by ARPA, Coronavirus State and Local Fiscal Recovery Funds and 12 units funded with FY 2023/24 General Fund fund balance designated for General Plan Initiatives may generate revenue up to \$375,648 in rent collection annually. There would be no rent collected on the five bridge housing units.

Using the estimated 28 units (20 studio units and eight two-bedroom units), the following table summarizes the forecasted revenue (rents collected) for the proposed second story of the Paiute

Neighborhood Center / Community Assistance Office, staffing/operating and maintenance costs, the 25% program income fee paid to the County, the amount of General Fund needed for operating costs, and the amount of revenue remaining after operating costs, which would be repaid to the General Fund.

FUNDING	# OF UNITS	UNIT SIZE	CURRENT RENT PAYMENT STANDARD	ESTIMATED ANNUAL REVENUE
ARPA (\$6,570,000)				
ARPA - Affordable Housing	8	Studio	\$1,478	\$141,888
ARPA - Bridge Housing	3	Studio	N/A	N/A
ARPA - Bridge Housing	2	2-Bedroom	N/A	N/A
HOME ARP (\$1,192,098)				
HOME ARP – Affordable Housing	1	Studio	\$1,478	\$17,736
HOME ARP – Affordable Housing	1	2-Bedroom	\$1,914	\$22,968
HOME ARP – Bridge Housing	1	2-Bedroom	N/A	N/A
GENERAL FUND (\$7,909,173)				
General Fund (Operating) – General Plan Initiatives Fund Balance Designation	8	Studio	\$1,478	\$141,888
General Fund (Operating) – General Plan Initiatives Fund Balance Designation	4	2-Bedroom	\$1,914	\$91,872
TOTAL REVENUE	28			\$416,352
Less Staffing Cost				(\$65,000)
Less Operating & Maint.				(\$126,000)
TOTAL PROGRAM INCOME				\$225,352
Less 25% Paid to County				(\$56,338)
Project Revenue				\$169,014
Less General Fund Repayment *				(\$169,014)
TOTAL REVENUE LESS EXPENSES				\$ - *

* General Fund repayment amount is currently an estimate. Staff will work on formalizing a repayment plan.

Per the agreement with Maricopa County, the amount of total revenue from ARPA and HOME ARP must be used towards affordable housing and/or bridge housing. The revenue received from ARPA

and HOME ARP will be applied to the operating costs. It is estimated that the General Fund will need to contribute \$8,408 towards operating costs.

Initial forecasts indicate there will be sufficient revenue (rents collected) to cover the staffing, operating, and maintenance costs.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 12913 authorizing:

1. Contract No. 2023-130-COS, a funding agreement totaling \$6,570,000 with Maricopa County for the American Rescue Plan Act (ARPA) of 2021, Coronavirus State and Local Fiscal Recovery Funds for affordable housing and to provide bridge housing.
2. A FY 2023/24 Capital Grant Contingency budget appropriation transfer of \$6,570,000 to a newly created CIP project titled "Construct The Residence at Paiute" to be funded by American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery through Maricopa County.
3. A FY 2023/24 General Fund operating transfer of up to \$7,909,173 from the General Plan Initiatives designation in the General Fund operating fund balance to a newly created CIP project titled "Construct The Residence at Paiute."

RESPONSIBLE DEPARTMENT(S)

Community Services, Business Operations, Community Assistance Office.

STAFF CONTACT(S)

Bryan Bundy, Community Services Business Operations Manager

Mary Witkofski, Community Assistance Manager

Greg Bestgen, Human Services Director

Judy Doyle, Community Services Assistant Executive Director

APPROVED BY



Sonia Andrews, City Treasurer/CFO
(480) 312-2364, SAndrews@ScottsdaleAZ.gov

9/13/2023

Date

William B. Murphy

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

9/13/23

Date

ATTACHMENTS

1. Resolution 12913
2. Contract 2023-130-COS

RESOLUTION NO. 12913

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2023-130-COS, AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR FUNDS FROM THE AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL RECOVERY FOR THE CONSTRUCTION OF AFFORDABLE HOUSING AND THE PROVISION OF BRIDGE HOUSING.

WHEREAS, Arizona Revised Statutes Sections 11-951, *et seq.* provide that public agencies may enter into intergovernmental agreements for the provision of services or joint or cooperative action;

WHEREAS, Article 1, Section 3-1 of the Scottsdale City Charter authorizes the City to enter into intergovernmental agreements with various public agencies including Maricopa County;

WHEREAS, Section 2 of Ordinance No. 4602 allows expenditures to be made from budget contingencies and reserves upon recommendation of the City Manager and approval of the City Council;

WHEREAS, the City, desires to assist those individuals in need within the community by providing safe and stable affordable housing and Bridge Housing;

WHEREAS, the County, will provide the City with American Rescue Plan Act Funds (ARPA) totaling \$6,570,000.

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. 2023-130-COS, an Intergovernmental Agreement between the City and Maricopa County for American Rescue Plan Act Funds for construction of affordable housing and the provision of Bridge Housing.

Section 2. The City Council hereby authorizes the City Manager or designee to execute such other documents or take such other actions necessary to carry out the intent of this resolution and contract.

Section 3. The City Council hereby authorizes a FY 2023/24 Capital Grant Contingency Budget appropriation transfer of \$6,570,000 to a newly created CIP project titled "Construct The Residence at Paiute" to be funded by the American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery through Maricopa County.

Section 4. The City Council hereby authorizes a FY 2023/24 General Fund operating transfer of Capital Grant Contingency Budget appropriation transfer of up to \$7,909,173 from the General Plan Initiatives designation in the General Fund operating fund balance to the newly created CIP project titled "Construct The Residence at Paiute".

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:

Ben Lane, City Clerk

David D. Ortega, Mayor

APPROVED AS TO FORM:



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



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SCOTTSDALE

Agreement Number: _____
Agreement Amount: \$6,570,000
Agreement Start Date: September 27, 2023
Agreement Termination Date: June 30, 2026
ALN: 21.027 American Rescue Plan Act
UEI: PMRUAFJ48JE8

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between City of Scottsdale ("Subrecipient" and or "City") and Maricopa County ("County") administered by its Human Services Department, ("Department"). The County and the Subrecipient collectively are referred to as the "Parties" and individually as the "Party."

2.0 PURPOSE

Through this Agreement, the Parties will increase the availability of affordable housing and non-congregate shelter beds for people experiencing homelessness in Maricopa County. The Subrecipient shall carry out the Paiute Neighborhood Center Enhancement Project (the "Project") and rehabilitate the existing Community Assistance Office; and renovate the building to add a second floor consisting of 28 affordable rental and non-congregate shelter units. The County will allocate American Rescue Plan Act (ARPA) funds in the amount of \$6,570,000 for the Project. Project activities are identified in Exhibits A, B, and C Work Statements.

3.0 TERM OF AGREEMENT

- 3.1 The term of this Agreement is September 27, 2023, through June 30, 2026.
- 3.2 This Agreement may be extended, up to six (6) months, but not to exceed December 31, 2026, with the condition the Subrecipient is in compliance with the terms and conditions of this Agreement. Extensions shall be process as identified in section 4.0 (Amendment).
- 3.3 This Agreement shall be effective upon approval and signature by both Parties.

4.0 AMENDMENTS

Except pursuant to an administrative change order set forth in section 5.0 any changes to this Agreement shall be effective only in a written amendment signed by both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the County's Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon approval and execution by both the Chairman of the Board of Supervisors and the Subrecipient. Administrative Change Orders may address any of the following:

- 5.1.1 Modifications to the Project timeline if the last day of the Project timeline is within the Agreement term including adjustments to the schedules included in Exhibits .
- 5.1.2 Modifications to budget line items if the total amount in the Agreement is unchanged.
- 5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies.
- 5.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

6.0 FUNDING

The County shall provide the Subrecipient \$6,570,000 of the ARPA Funds under Assistance Listing Number (ALN) 21.027 provided to the County through the U.S. Department of Treasury.

7.0 AVAILABILITY OF FUNDS

- 7.1 This Agreement and the Parties' obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement, and the County shall keep the Subrecipient informed as to the availability of funds.
- 7.2 If any action is taken to amend, suspend or terminate the Agreement, by any federal, state, or local agency, or by any agency instrumentally involved in the Project, the Parties may amend, suspend, or terminate this Agreement.
- 7.3 In the event of termination, the Parties shall be liable only for payment for services rendered prior to the effective termination date, providing services were performed in accordance with the provisions of this Agreement. Furthermore, upon termination Subrecipient shall be released from all pending responsibilities and have no further obligation to perform under the Agreement unless expressly provided for herein as an obligation that survives termination. The Parties shall give written notice at least ten (10) calendar days in advance of their intent to suspend performance or intent to terminate this Agreement.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

- 8.1 The Subrecipient shall:
 - 8.1.1 Complete the Project as described in the Exhibits.

- 8.1.2 Ensure compliance with federal, state, and County requirements as they relate to the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund requirements.
- 8.1.3 Ensure compliance with all laws, rules, and regulations.
- 8.1.4 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement.
- 8.1.5 Complete Quarterly Reports to the County no later than 30 days after the end of the quarter with the following information:
 - 8.1.5.1 Status updates on Project milestones and timelines;
 - 8.1.5.2 Quarterly expenditures;
 - 8.1.5.3 Expenditure forecasting for the current quarter and duration of the Project
 - 8.1.5.4 Anticipated delays or issues;
 - 8.1.5.5 Any significant disruptions to progress or timelines; and,
 - 8.1.5.6 Any other issues or information the Department should know.
- 8.1.6 Complete the following reports on a 6-month basis after execution of the Agreement for the units dedicated for individuals and families experiencing homelessness:
 - 8.1.6.1 Continuum of Care Annual Performance Report (COC APR), Homeless Management Information System (HMIS) for services provided at the bridge housing site through the extent of the use restriction period listed in 8.1.5 Annual COC APR for both Fiscal and calendar year.
 - 8.1.6.2 If the Subrecipient does not engage in any activity that requires a report, Subrecipient will only be required to report that no activity occurred. If there is reportable activity in the time between occupancy and RFP finalization, without penalty to Subrecipient, County will assist Subrecipient in compiling and retroactively submitting any required reports.

8.2 The County shall:

- 8.2.1 Provide timely payment of Subrecipient invoices on a monthly basis.
- 8.2.2 Respond to questions from the Subrecipient in a timely manner.
- 8.2.3 Provide technical assistance and training to Subrecipient staff as necessary to ensure proper administration services under this Agreement.
- 8.2.4 Report to the U.S. Department of Treasury on the Subrecipient's use of funds, under this Agreement.
- 8.2.5 Provide Invoice and Program Reporting template to Subrecipient.

9.0 COMPENSATION

- 9.1 This Agreement is on a cost reimbursement basis.
- 9.2 Subrecipient must submit monthly invoices to the County including all costs associated with the Project.
- 9.3 Subrecipient must submit a Request for Reimbursement to the County of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year is July 1st through June 30th each year. Therefore, Reimbursement must be submitted no later than July 30th for the preceding fiscal year.
- 9.4 Final Reimbursement Upon Agreement Termination

- 9.4.1 The Subrecipient must submit the final Reimbursement Request to the County no later than 30 calendar days after the Project termination date, except as noted immediately below:
 - 9.4.1.1 If the termination date is between June 10th and June 30th, of any fiscal year, then the final Reimbursement Request shall be submitted to the County by July 10th.
- 9.4.2 The final Project progress report, and all other applicable reports, such as the Program Income Report, must be submitted to the County with the Final Reimbursement Request.
- 9.4.3 Late receipt of the Final Reimbursement Request (e.g., not received within 45 days following the termination date) may result in forfeiture of payment.

10.0 METHOD OF PAYMENT

- 10.1 The Subrecipient shall submit invoices for the Project to hsdfinance@maricopa.gov.
- 10.2 The County shall reimburse the Subrecipient on a net zero payments standard.
- 10.3 Payment by the County is not to be construed as final in the event the Department of Treasury disallows payment for the activity or any portion thereof.

11.0 DISALLOWED COSTS

- 11.1 The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. Part 200 Subpart E (2 C.F.R.) including later amendments and editions on file with the Arizona Secretary of State and incorporated here by reference, shall be used to determine the allowability of incurred reimbursable costs under this Agreement.
- 11.2 Further, the Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. §§ 200, et seq.
- 11.3 Costs defined as unallowable in 2 C.F.R. shall not be submitted by the Subrecipient and will not be reimbursed by the County.

12.0 TERMINATION

- 12.1 Under A.R.S. § 38-511, either Party may cancel this Agreement without penalty or further obligation within three (3) years after its execution, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either Party, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of the other Party to this Agreement.
- 12.2 Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other Party to this Agreement arising as the result of this Agreement. A cancellation notice made under this subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 12.3 Either Party may terminate this Agreement at any time by giving the other Party written notice at least sixty (60) calendar days before the termination date. The termination notice shall be given by personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth in Section 13.0 of this Agreement.
- 12.4 In the event of termination, the County shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Neither Party shall be liable for any incomplete or additional

performance under the Agreement unless expressly stated herein as an obligation that survives termination.

- 12.5 The County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or fails to maintain a good-faith effort to carry out this Agreement.
- 12.6 The Parties may terminate this Agreement for convenience upon 30 day's prior written notice. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

Subrecipient:
City of Scottsdale
Mary Witkowski, LMSW, Community
Assistance Manager
(480) 312-2479
MWitkowski@ScottsdaleAZ.gov
6535 E. Osborn Road, Building 8
Scottsdale, AZ 85251

Maricopa County
Human Services Department
Jamie Macfarlane, Housing and
Community Development Manager
(602) 506-5813
jamie.macfarlane@maricopa.gov
234 N. Central Avenue 3rd Floor
Phoenix, AZ 85004

14.0 EMPLOYMENT DISCLAIMER

- 14.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties are only those expressly set forth in this Agreement.
- 14.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient shall be considered a County agent, employee, or representative and those individuals are not entitled to County civil service rights, County retirement rights, or any other rights provided under the County personnel rules, nor shall those rights accrue or apply to any such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend, and hold harmless the County with respect to the foregoing.
- 14.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend, and hold harmless the Subrecipient with respect to the foregoing.

15.0 GENERAL REQUIREMENTS

- 15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of the American Rescue Plan Act. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 15.3 The Subrecipient is an independent contractor under the provisions of this Agreement and no officer, employee, or agent is to be considered an officer, employee, or agent of the other Party.
- 15.4 The Subrecipient shall comply with the regulations prohibiting conflict of interest. For purposes of this Agreement the terms within this subparagraph have the meanings prescribed by A.R.S. § 38-502. Therefore, the Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization, the County, or the Project. Subrecipient must make full written disclosure of any proposed payments to the County and receive written approval for the payments.

16.0 ASSIGNMENT AND SUBCONTRACTING

- 16.1 No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient bears all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.
- 16.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" for the purpose of carrying out a specific portion of the Agreement. The Subrecipient will make determinations classifying recipients of federal funds as Subawards of the Agreement.
- 16.3 The Subrecipient shall ensure compliance by any subcontractor with all ARPA requirements, including reporting requirements.

17.0 DISPUTES

- 17.1 Except as may otherwise be provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, which shall not exceed one hundred twenty (120) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process:
 - 17.1.1 Notice of the specific grounds of a dispute shall be in writing and filed with the County Representative, listed in section 13.0 within ten (10) business days from the date the Subrecipient knew of, or should have known of, the basis of the dispute.
 - 17.1.2 The County Representative shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written Notice of Appeal with the Human Services Department Director.
 - 17.1.3 The Human Services Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt

of the Notice of Appeal. The decision of the Human Services Department Director shall be final and not appealable.

17.1.4 Pending the decision of the Human Services Department Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the decision.

17.1.5 In the event Subrecipient disagrees with the decision, the Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

18.0 SEVERABILITY

Any provision of this Agreement determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

19.0 STRICT COMPLIANCE

One Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all additional areas of performance within this Agreement. Any changes in performance obligations within this Agreement must be in writing and signed by both Parties.

20.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by HUD or the County that the Subrecipient is not in compliance with the audit requirements.

21.0 AUDIT DISALLOWANCES

21.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

22.0 PROPERTY

Any Subrecipient property furnished or purchased pursuant to the terms of the Agreement shall be utilized, maintained, repaired, and accounted for by the Subrecipient or Subrecipient's subrecipient, as applicable. Repair costs of such property shall be the responsibility of the Subrecipient or Subrecipient's subrecipient, as applicable.

23.0 LIMITATION ON LIABILITY

- 23.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement.
- 23.2 The Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement.

24.0 GENERAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 24 shall survive termination of this Agreement.

25.0 INSURANCE

The Subrecipient is a public entity and shall provide the County a Certificate of Self-Insurance equal to:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

26.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the Exhibits that directly serve the state of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of

the Agreement. The provision applies to work performed by Subrecipients or Subcontractors at all tiers.

27.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

28.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

29.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Subrecipient agree to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

30.0 LOBBYING

30.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

30.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

31.0 RELIGIOUS ACTIVITIES

The Subrecipient warrants that none of its costs and none of the costs incurred by the Subrecipient or any of its Subcontractors will include any expense for any religious activities.

32.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the Subrecipient or any Subcontractor under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

33.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission,

percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

34.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by the Subrecipient of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to conduct of this Agreement. The Subrecipient and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

35.0 RIGHTS IN DATA

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

36.0 COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the Parties reserve a royalty-free, nonexclusive, perpetual, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

37.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

37.1 The County will monitor the Subrecipient's compliance as needed for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the U.S. Department of Housing and Urban Development and Maricopa County. On-site visits for compliance monitoring may be made by the County or its grantor agencies (or by both the County and its grantor agencies) at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall reasonably make all its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

37.2 The County shall request information for fiscal monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include as applicable:

- 37.2.1 Financial Management 2 C.F.R. § 200.302
- 37.2.2 Internal Controls 2 C.F.R. § 200.303
- 37.2.3 Bonds 2 C.F.R. § 200.304
- 37.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
- 37.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
- 37.2.6 Program Income 2 C.F.R. § 200.307
- 37.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
- 37.2.8 Period of Performance 2 C.F.R. § 200.309
- 37.2.9 Insurance Coverage 2 C.F.R. § 200.310
- 37.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
- 37.2.11 Procurement Standards 2 C.F.R. § 200.318

37.2.12	Indirect Costs 2 C.F.R. § 200.414
37.2.13	Compensation-Personal Services 2 C.F.R. § 200.430
37.2.14	Audit Requirements 2 C.F.R. §§ 200.501-200.517

38.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

- 38.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the County of any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.
- 38.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.
- 38.3 If the Director determines that the award to the Subrecipient of such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

39.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

40.0 RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

41.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

42.0 DISABILITY REQUIREMENTS

The Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

43.0 EQUAL EMPLOYMENT OPPORTUNITY

- 43.1 The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.
- 43.2 The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 43.3 The Subrecipient shall and shall cause their respective Subcontractors to comply with:
- 43.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
 - 43.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
 - 43.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
 - 43.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
 - 43.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

44.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq.*

45.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in a manner specified by the County in accordance with applicable State of Arizona and federal regulations. The Subrecipient shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

46.0 RETENTION OF RECORDS

- 46.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Subrecipient that are related to this Agreement.
- 46.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

47.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the Subrecipient shall reimburse the County for the services not supported and documented.

48.0 IMMIGRATION LAWS AND REGULATIONS

48.1 Federal Immigration and Nationality Act

48.1.1 The Subrecipient understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the County to reasonably inspect personnel records to verify such compliance, to the extent required by law.

48.1.2 By entering into this Agreement, the Subrecipient warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

48.1.3 The County may request verification of compliance for any employee or Subcontractor performing work under the Agreement. Should the County suspect or find that the Subrecipient or any of its subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

48.2 Arizona Law: The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (E-Verify requirements) and further acknowledges that:

48.2.1 The Subrecipient and their respective vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

48.2.2 A breach of a warranty under this Subparagraph 47.2.2 shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

48.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of the Subrecipient or their respective vendor employees who works on this Agreement to ensure that such Party or vendor is complying with the warranty provided under this Subparagraph 48.2.3 and that the Subrecipient agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

49.0 DRUG FREE WORKPLACE ACT

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that Subrecipients and grantees of federal funds must certify that they will provide Drug-Free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

50.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

50.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

50.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

50.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

50.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 50.1.2 above; and

50.1.4 Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

50.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

51.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

51.1 The Subrecipient agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on the Subrecipient employee whistleblower protections established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;

51.2 The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the Subrecipient, and copies provided to County upon request; and

51.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 51.0, in all subcontracts over the simplified acquisition threshold (\$250,000 as of June 2021).

52.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the Subrecipient certifies it is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of goods and 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.

53.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

54.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

54.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

54.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.

54.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

54.3.1 Non-performance of any obligations required by this Agreement.

54.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.

54.3.3 Unauthorized expenditure of funds.

54.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq.*

54.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.

54.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, each Party shall, without intent to limit or with restrictions, be subject to the following:

54.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against that Party at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement or rule.

54.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

54.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or

unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

55.0 ADMINISTRATIVE REQUIREMENTS

- 55.1 Accounting Standards - The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 55.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than sixty (60) calendar days following the written determination of noncompliance by the County.
- 55.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:
 - 55.3.1 Records to be maintained - The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
 - 55.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files.
 - 55.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.
 - 55.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.
 - 55.3.5 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

56.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

- 56.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

- 56.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
- 56.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 56.1.3 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.
- 56.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient 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.

57.0 FORCE MAJEURE

- 57.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.
- 57.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 57.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

[Signatures contained on following page]

EXHIBIT A PAIUTE NEIGHBORHOOD CENTER ENHANCEMENT PROJECT DESCRIPTION

The City of Scottsdale is responsible for partially funding the development of the Paiute Neighborhood Center Enhancement Project (Project), which is part of the Paiute Community Center Improvements. The Project is located at 6535 E. Osborn Road, in Scottsdale, AZ. 85251. The Project is to remove the existing buildings and construct a new two-story building with a community space, twenty-eight (28) livable units and parking areas. The Project involves reconstruction of the Community Assistance Office with the addition of a second floor. The second floor will include twenty (20) studio units and eight (8) two-bedroom units. The City of Scottsdale will use \$6,570,000 in ARPA funds provided by Maricopa County for the design and construction costs. The Scottsdale Housing Agency will secure HUD approval for project-based vouchers for 14 floating rental units under Chapter 15 of their amended Annual Action Plan for 2023 and will set aside up to ten (10) percent for homeless families, families with Veterans, supportive housing or persons with disability or elderly persons or in areas where vouchers are difficult to use. Eight (8) units in the project will specifically be for low-income seniors.

The initial construction estimate for this project is \$32,161,645 and includes rebuilding the Community Assistance Office and adding the second floor with 28 units. The construction costs for the second-floor housing units are anticipated to be approximately \$15,671,271. Maricopa County ARPA Affordable Housing Development (AHD) funds of \$4,000,000 will be used to create eight (8) ARPA AHD-assisted floating units, including eight (8) studio units. The ARPA AHD funds will be utilized as described in Exhibit B. Additionally, Maricopa County ARPA Homeless Services (HS) will provide Scottsdale \$2,570,000 for construction of five (5) non-congregate bridge (NCS) housing units including two (2) two-bedroom units and three (3) studio units. The Maricopa HS funding will be utilized as described in Exhibit C. In addition, Scottsdale Community Assistance Office is a member of the Maricopa County HOME Consortium and has allocated \$1,192,098 in HOME Investment Partnership American Rescue Plan (HOME-ARP) funds for construction of the rental housing and non-congregate bridge housing. The HOME-ARP funding will assist in the construction of three (3) units, including one (1) 2-bedroom NCS unit, one (1) 2-bedroom affordable rental unit, and one (1) affordable studio rental unit. The remaining twelve (12) units, and the first-floor Community Assistance Office will be constructed using City of Scottsdale's Capital Improvement Budget including a \$11,174,242 voter-approved bond for the Paiute Neighborhood Community Center. The City of Scottsdale's contribution to the second floor is anticipated to be a minimum of \$7,909,173 and the twelve (12) additional units will include eight (8) studio units and four (4) two-bedroom units.

Upon successful completion of bridge housing, an individual or family could transition to a project-based voucher unit for up to one year with optional supportive services, including the Family Self-Sufficiency Program. When the individual has been stably housed for up to two years with the project-based voucher units, they may transition to the housing choice voucher waitlist with preference points per Scottsdale Housing Agency Administrative Plan.

Supportive Services will also be provided to all residents and include non-congregate bridge housing operations, case management, housing search assistance, obtaining necessary identification, meal or grocery assistance, and coordinated service linkages to workforce centers, substance abuse and/or mental health programs or social support groups. These services will be covered by \$250,000 of Maricopa County HOME-ARP funding and through additional funding sources outside the project budgets. The Project will include additional space at the Paiute Neighborhood Center for recreational activities. The Center is located on the City's Trolley Line

that can transport people to other local community centers such as Granite Reef Senior Center for congregate meals and social activities.

1.0 Deliverables:

Beneficiaries			
	ARPA AHD Assisted	ARPA HS Assisted (NCS)	Total Assisted
Number of households (units)	8	5	13

2.0 Budget:

Fund Sources	
Sources	Total
Maricopa County – ARPA Affordable Housing Development	\$4,000,000
Maricopa County- ARPA Homeless Services	\$2,570,000
TOTALS	\$6,570,000

ARPA AHD Funds	
General Development Costs	
Professional design services and Construction Hard Costs- Residential	\$4,000,000
TOTALS	\$4,000,000

ARPA HS Assisted (NCS) Funds	
Building Acquisition	\$2,450,000
Property rehabilitation	\$120,000
Maintenance/utilities (annual cost)	\$0
Professional service contract for supportive services	\$0
Basic needs for participants (toiletries, food)	\$0
TOTALS	\$2,570,000

3.0 Proposed Project Schedule:

Project Milestone	Estimated Completion Date	Comments
Presentation of Project during City Council Retreat	04/13/2023	
Site Acquisition	N/A	
Construction Loan (Closing Date)	N/A	
Partnership Closing (Closing Date)	N/A	
Permanent Loan Commitment	N/A	
Permanent Loan Closing	N/A	
Other Funds Firm Commitment	September 2023	HOME ARP and ARPA
Other Funds Firm Commitment	September 2023	General Funds and Bond
Environmental Review Completion	12/31/2023	An environmental review takes approximately 90 days to complete, and it will begin once the identification of a site with a specific location. The environmental review has a 30-day public notification process and is then submitted to Maricopa County HOME Consortium for submittal to HUD and the Authority to Use Grant Funds.
Authority to Use Grant Funds	01/31/2024	30 days from submittal to HUD
Zoning Entitlements	N/A	Already Zoned Residential
Plans Submitted to the Municipality	01/01/2025	
Civil Permits Issued	03/01/2025	
Building Permits Issued	03/01/2025	
Contractors Notice to Proceed Issued	06/01/2025	
Construction Mobilization	06/15/2025	
25% Completion	11/1/2025	
50% Completion	03/01/2026	
75% Completion	08/01/2026	
Certificate of Occupancy	12/31/2026	
ARPA-Assisted Units Occupied	12/31/2026	
100% Occupancy	12/31/2026	

EXHIBIT B- AFFORDABLE HOUSING DEVELOPMENT STATEMENT OF WORK

1.0 Project Description:

The Project will use \$4,000,000 in ARPA AHD funds provided by Maricopa County for the professional design services and hard construction costs of 8 ARPA AHD-Assisted floating rental housing units serving residents at or below 60% of area median income (AMI). The ARPA AHD-assisted units will include eight (8) studio units.

2.0 Subrecipient contributions:

The City of Scottsdale's contribution to the second story is anticipated to be a minimum of \$7,909,173. Additional information is provided in Exhibit A.

3.0 Project Eligibility:

- 3.1 Property Standards – Housing that is constructed or rehabilitated with ARPA AHD funds must meet all applicable local codes, rehabilitation and construction standards, ordinances, and zoning ordinances, including Section 504 of the Rehabilitation Act of 1973 and Fair Housing Act, as amended, at the time of project completion. All work shall meet decent, safe, and sanitary housing standards consistent with HOME regulations including HUD Housing Quality Standards and Maricopa County Housing Rehabilitation Standards. These standards are available on the Maricopa County website under Housing & Community Development or upon request.
- 3.2 Occupancy Requirements – The Project staff shall determine and verify income eligibility of tenants for the ARPA AHD-assisted units prior to occupancy of a unit. The occupancy of the ARPA AHD-assisted units must be by households whose income is at or below 60% AMI throughout the Period of Affordability. The Project shall define "Annual Income" as it is defined at 24 C.F.R. Part 92 and shall document sources of income and examine eligibility on an annual basis to meet requirements of HOME regulations at 24 C.F.R. Part 92.203.
- 3.3 Rental Requirements – The ARPA AHD-assisted units shall be designated as Low HOME units, which are outlined in the HOME Income and Rent Limits. The Low HOME rent limit is the maximum rent allowed for an ARPA AHD-assisted unit; the maximum rent amount includes the utility allowance. Any increase in the lesser of these rent limits must be approved by HUD and the State of Arizona Department of Housing. The Subrecipient shall provide Maricopa County a written request for the increase in rent limits and supporting documentation for the justification of this request.
- 3.4 Affordability Period – The Subrecipient shall ensure all housing assisted under this Agreement meets the affordability requirements set forth in 24 CFR § 92.254 (a)(4). These units shall remain in place for an affordability period of twenty (20) years through a declaration of affirmative land use restrictive covenants between the City of Scottsdale and Maricopa County.
- 3.5 Program Income – Program income will be defined as excess cash flow. Twenty-five percent (25%) of program income generated through completion of this activity will be recoverable by Maricopa County to reallocate to one or more future affordable housing projects. Program income payments shall be made to Maricopa County by the subrecipient annually on June 1, commencing upon completion of

the project. The subrecipient will be required to submit an annual certification to document program income activity.

3.6 Housing and Resource Communications –

3.6.1 The City shall notify designated contacts for both the city and MCHSD at least ten (10) business days in advance of accepting new applications for housing to allow each agency to communicate the opportunity to their respective clients, partners, and residents.

3.6.2 The City shall allow the placement of collateral material in leasing offices for the purpose of marketing programs or services which residents may benefit from.

EXHIBIT C – HOMELESSNESS SERVICES STATEMENT OF WORK

1.0 Project Description

- 1.1 The ARPA Homelessness Services (HS) funds will be used to acquire and rehabilitate a building for the purpose of providing 5 units of safe and stable non-congregate bridge housing located in the Scottsdale Corporate Limits to individuals or families experiencing homelessness. These ARPA HS funds may also be combined with other Federal, County, State or Subrecipient funds for the purpose of acquiring and rehabilitating a building containing more than four to eight units. ("Project").
- 1.2 As part of the Project, the Subrecipient shall be responsible for ensuring case management services are provided through navigators to the individuals housed, to include referrals services, support services, and similar services. Navigators will assist participants in developing a comprehensive case plan designed to connect to necessary benefits and services to transition to stable housing. The case plan will include obtaining necessary documents, securing/maintaining employment/income, budgeting, searching for housing that is affordable for the participant, and applying for those housing options.

2.0 Project Eligibility

- 2.1 Property Standards - Housing that is acquired, constructed, or rehabilitated with ARPA HS funds must meet all applicable local codes, rehabilitation, and construction standards, ordinances, and zoning ordinances, including Section 504 of the Rehabilitation Act of 1973 and Fair Housing Act, as amended, at the time of Project completion.
- 2.2 Occupancy Requirements – Subrecipient shall determine and verify homelessness upon intake according to the definition by the Department of Housing and Urban Development (HUD) as defined at <https://www.hudexchange.info/news/huds-definition-of-homelessness-resources-and-guidance/>



PAIUTE NEIGHBORHOOD CENTER PROJECTS

City Council Meeting
September 19, 2023

Two Projects

Bond Project Building Replacement

The first project will replace aging structures that comprise office space where staff serves the community with a new 22,700 square foot building. This project was approved and funded as part of the 2019 Bond Election.

The Residence at Paiute

The second project would add up to 28 affordable housing units to the Paiute Campus. This project would be funded separately and add a second story to the new building.



Three Council Actions

Agenda Item #23 – Alison Tymkiw City Engineer

Paiute Neighborhood Center Construction Budget Appropriation and Cash Transfer

Agenda Item #24 - Greg Bestgen, Human Services Director & Mary Witkowski, Community Assistance Manager

HOME Investment Partnership Program (HOME) Funding Intergovernmental Agreement (Paiute Community Center/Tenant Based Rental Assistance)

Agenda Item #25 - Greg Bestgen, Human Services Director & Mary Witkowski, Community Assistance Manager

Affordable Housing and Bridge Housing Intergovernmental Agreement (Paiute Community Center)

Project:

Bond 2019, Question I, Project 25

Replace Aging Buildings that Comprise Paiute Community Center

Agenda Item #23:

Paiute Neighborhood Center Construction Budget Appropriation and Cash Transfer

Presenter:

Alison Tymkiw, City Engineer



Bond Project Building Replacement

Project Funding

Bond 2019: Question 1, Project 25

Replace Aging Buildings that Comprise Paiute Community Center

Project Budget

Total cost: \$16.4 Million

\$11.1 Million 2019 Bond Funding, plus \$5.3 from the General Fund

***The general fund request accounts for inflation escalation for the bond project since originally estimated in 2018.

Project Description

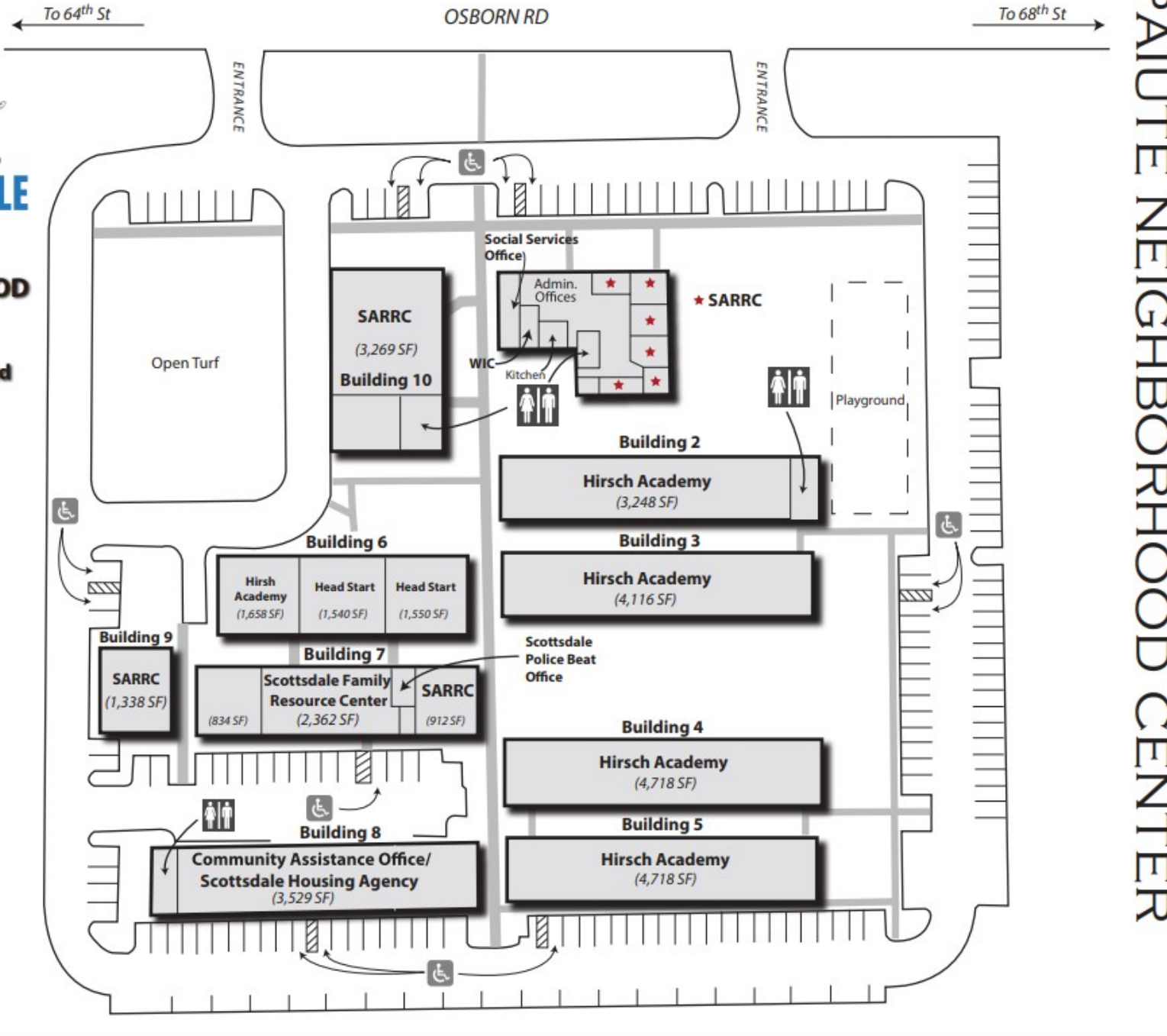
Build a new 22,700 square foot facility to replace the existing buildings that comprise Paiute Neighborhood Center. The existing buildings have fallen into a state of disrepair.

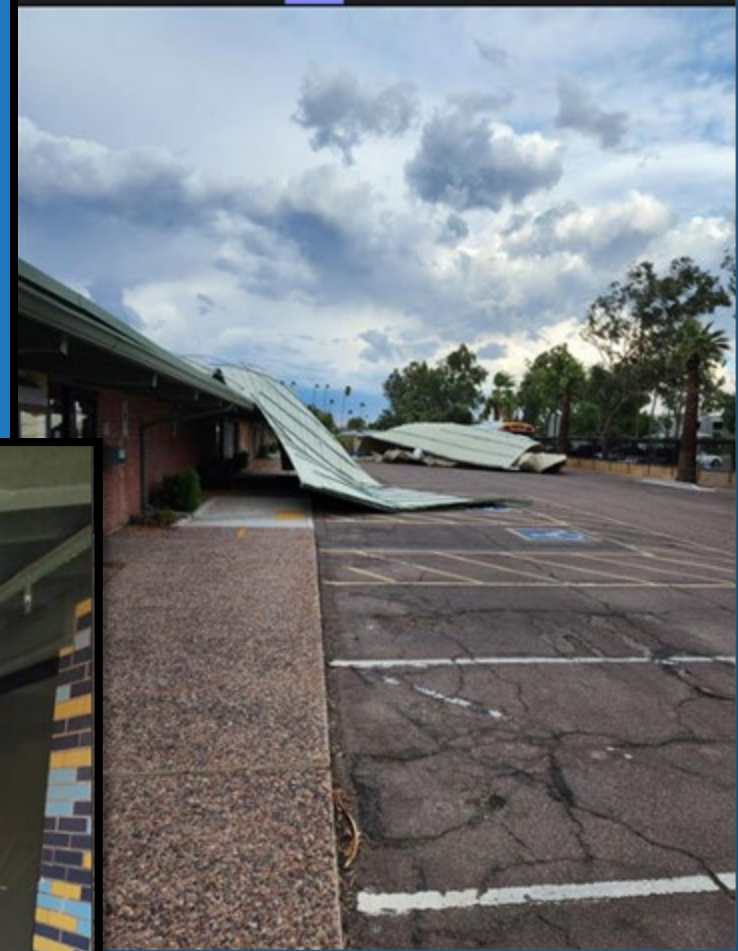
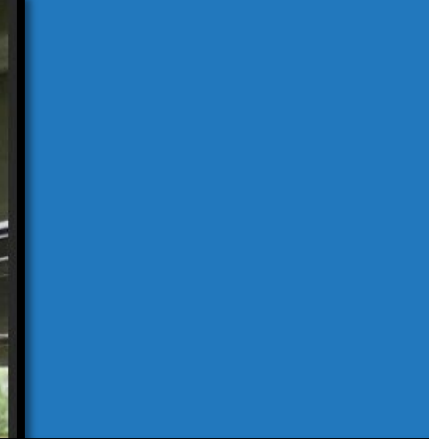


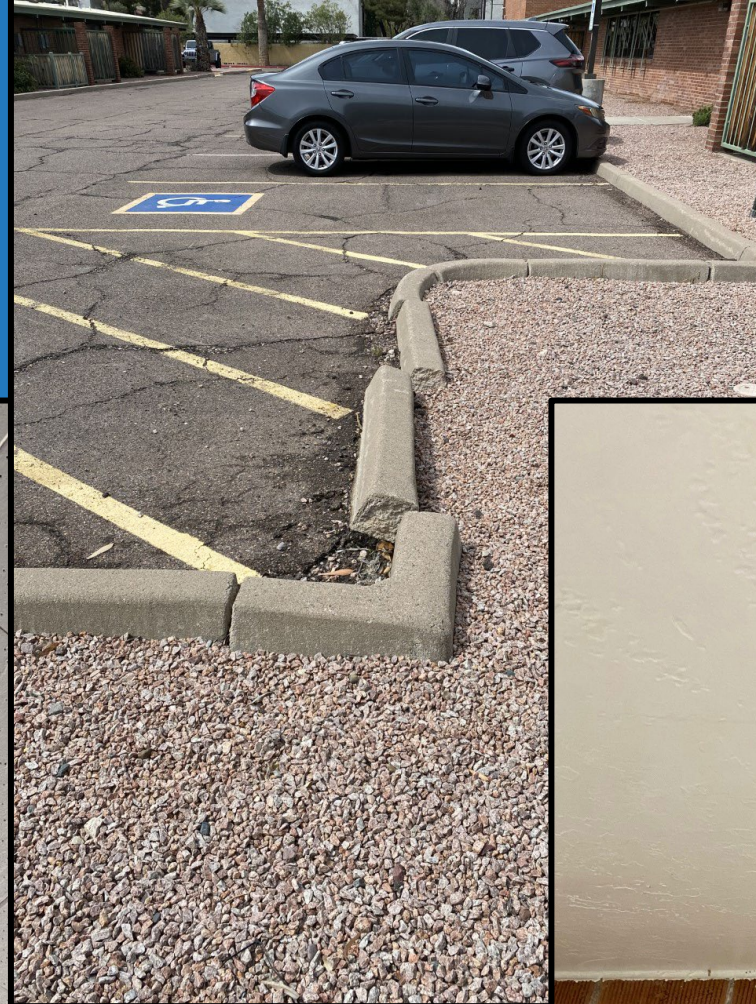
**PAIUTE
NEIGHBORHOOD
CENTER**

6535 E Osborn Rd

480-312-2529







Bond Project Need

- The current buildings are aging, in constant need of repair and do not allow the city to best meet the needs of the community.
- This Bond 2019 project will replace aging structures that comprise office space where staff serves the community with a new 22,700 square foot building.
- The goal of this project is to consolidate the Community Services Offices, currently located in multiple facilities, to a single building on this site.
- The new facility is part of the Community Services Master Plan and can be constructed in such a manner as to support all current agreements with partner agencies and ensure the long-term viability of those agreements.
- Public outreach will be conducted as part of the design process and the project will go through the Municipal Use Master Site Plan Public Hearing Process.

Project:

The Residence at Paiute

Agenda Item #24:

HOME Investment Partnership Program (HOME) Funding Intergovernmental Agreement (Paiute Community Center/Tenant Based Rental Assistance)

Agenda Item #25:

Affordable Housing and Bridge Housing Intergovernmental Agreement (Paiute Community Center)

Presenters:

Greg Bestgen, Human Services Director & Mary Witkowski, Community Assistance Manager

Public Need

- The Housing Choice Voucher Program (Scottsdale Housing Agency) has **124** seniors, **456** disabled families, and **760** unhoused persons on the City's HCV waitlist.
- Three Senior Affordable Housing properties in Scottsdale have a total of **438** seniors on the waitlist.
- Human Services assisted **546** seniors with rent and eviction prevention in the last year.
- **229** Students who qualified for McKinney Vento in 22/23 SUSD School Year - 25% increase.
- Foster Youth to Independence Vouchers **19** leased.
- Veterans Affairs Supportive Housing **6** leased.

Pamela and Phillip

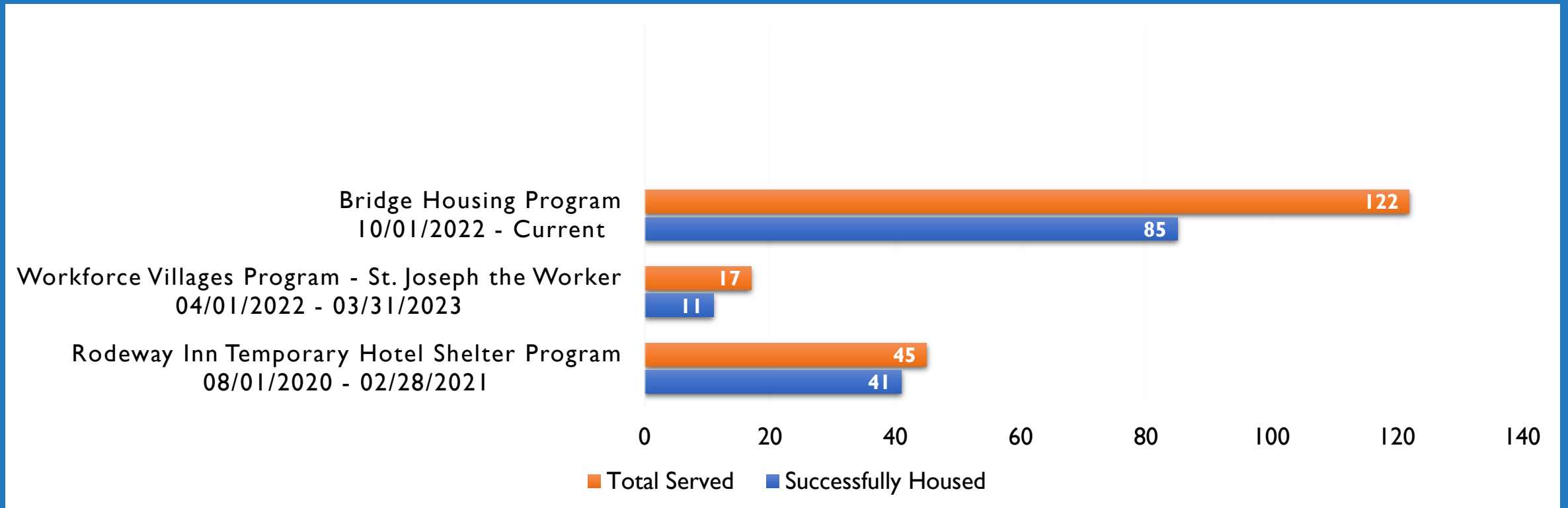
- 71- and 80-years young
- Scottsdale Residents 20 Years
- Veteran
- Social Security and Disability
- Studio Apartment
- April 2023 Non-Renewal of Lease
- Bridge Housing



Participants



City of Scottsdale Housing Programs



Project Description

The Residence at Paiute

- Construct up to 28 livable units (studio and two-bedroom)
- Housing Choice Voucher Participants (City housing specialists)
- Seniors / Persons with Disabilities
- Bridge Housing Participants (case managed)

Project Budget

FUNDING SOURCE	AMOUNT
ARPA – Fiscal Recovery Funds	\$6,570,000
Scottsdale – HOME ARP	\$1,192,098
General Fund Plan Initiatives Fund	\$7,909,173
Total	\$15,671,271

Project Revenue

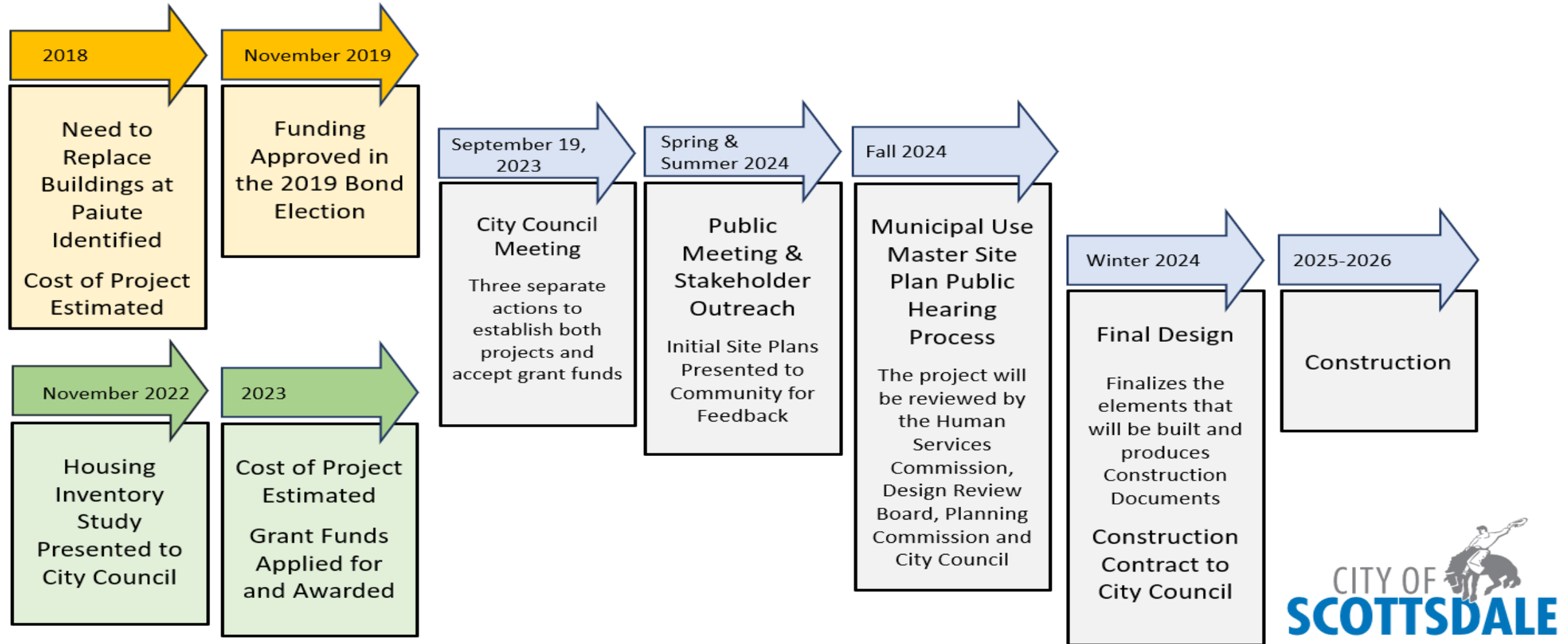
TOTAL REVENUE	\$416,352
Less Staffing Cost	(\$65,000)
Less Operating & Maint.	(\$126,000)
TOTAL PROGRAM INCOME	\$225,352
Less 25% Paid to County	(\$56,338)
Project Revenue	\$169,014
General Fund Repayment	(\$169,014)
TOTAL REVENUE	\$ - *

* General Fund Repayment amount is currently an estimate. Staff will work on formalizing a repayment plan.

Tenant Based Rental Assistance

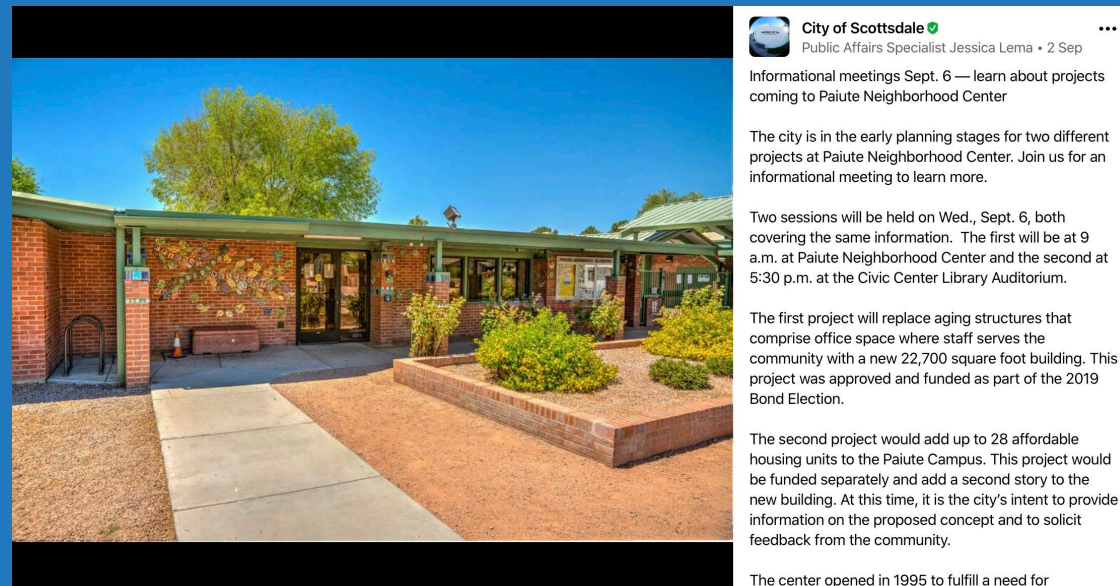
- Total Budget \$366,675
- Seniors aged 62 and older who are 30% AMI and 50% or more cost burdened by housing costs and referred from Scottsdale Senior Centers
 - Estimated to serve 10-15 Seniors for one year up to two
 - Newly highest adopted preference points for HCV waitlist

Where are we in the process?

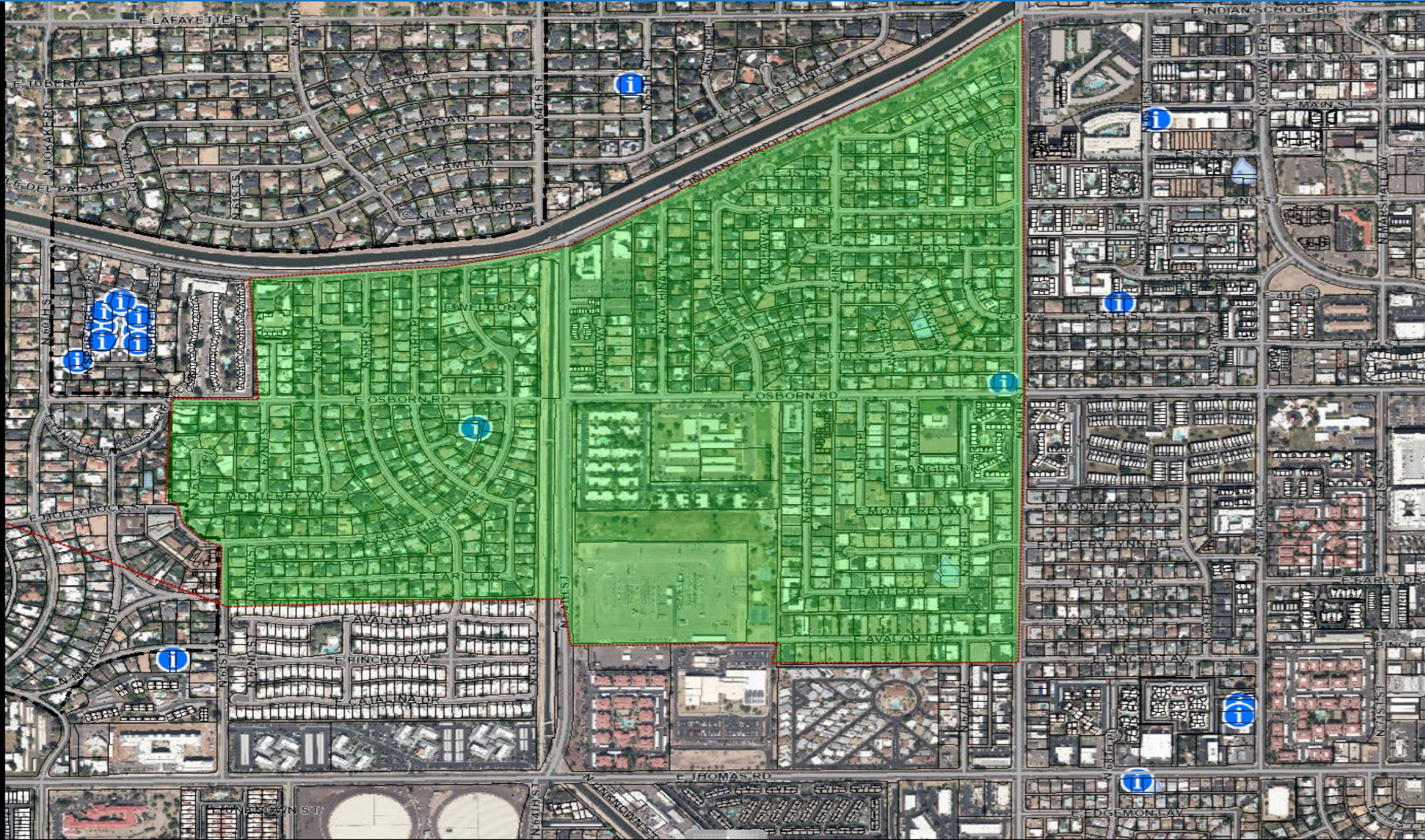


Community Outreach

- Created a project webpage at ScottsdaleAZ.gov, search “Paiute Projects”
- Meetings with individual stakeholders
- 1,527 post cards sent out to the surrounding community
- Posted on Nextdoor
- Information ran in Scottsdale Update



Community Outreach



Community Outreach

- Two Informational Meetings held on September 6, 2023
 - 9 a.m. at Paiute Neighborhood Center
 - 5:30 p.m. at Civic Center Library
- 49 people signed in to the two meetings
- 23 comments have been received to date
 - 12 comment cards were filled out at the meetings
 - 6 comments were received at the Paiute front desk
 - 5 comments were submitted via the online comment form

Action Requested

Agenda Item # 23 - Adopt Resolution No. 12928

Project Budget

Total cost: \$16.4 Million

\$11.1 Million 2019 Bond Funding, plus \$5.3 from the General Fund

***The general fund request accounts for inflation escalation for the bond project since originally estimated in 2018.

Authorize a FY 2023/24 General Fund Operating Transfer in the amount of \$5,316,186 from the General Plan Initiatives in the General Fund balance to Bond 2019 Project 25- Replace Aging Buildings that Compromise Paiute Community Center.

Action Requested

Agenda Item #24 - Adopt Resolution No. 12847

1. Agreement No. 2022-026-COS-A1, the first amendment to the agreement with Maricopa County for funds from the Home Investment Partnership Program in the amount of \$1,808,773, for the construction of affordable and provision of Bridge Housing and administration of the Tenant Based Rental Assistance Program.
2. The City Manager, or designee to execute any other documents or take other actions as necessary to carry out the intent of this Resolution and Agreement.
3. A Fiscal Year 2023/24 Operating Grant Budget Appropriation Transfer, in the amount of \$1,192,098, from the 22/23-HOME ARP to a newly created Capital Improvement Plan project titled “ *Construct the Residence at Paiute*” to be funded by the HOME-ARP funds through the Maricopa County HOME Consortium.

Action Requested

Agenda Item #25 - Adopt Resolution No. 12913

1. Agreement No. 2023-130-COS with Maricopa County for the American Rescue Plan Act (ARPA) of 2021, Coronavirus State and Local Fiscal Recovery Funds for construction for affordable housing and to provide bridge housing.
2. The City Manager, or designee to execute any other documents or take other actions as necessary to carry out the intent of this Resolution and Agreement.
3. A Fiscal Year 2023/24 Capital Grant Contingency Budget appropriation transfer in the amount of \$6,570,000 to a newly created Capital Improvement Plan project titled “ *Construct The Residence at Paiute*”
4. A Fiscal Year 2023/24 General Fund transfer, in the amount of \$7,909,173, from the General Plan Initiatives designation in the General Fund Operating Fund balance to a newly created Capital Improvement Plan project titled, “*Construct The Residence at Paiute.*”

Paiute Neighborhood Center: Upcoming Projects
Informational Meeting



Name: Darlene Harvey

Email: darleneharvey256@gmail.com

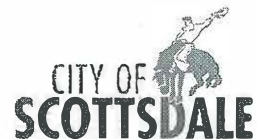
Address: 3407 N. Paiute Way Unit-8, Scottsdale AZ 85257

I Darlene like the way thing will be run.
And to up fix thing And I need A Better Life.
to live in Paiute city. I love to live here
for A long time. to up Give me My Place.
So I can live A Better life in Paiute
Center.

Thank you.

September 6, 2023

Paiute Neighborhood Center: Upcoming Projects
Informational Meeting



Name: Rosario Quintan

Email: Molybonbon@icloud.com

Address: 6625 E Cherry + 9th RD Scottsdale AZ

una pregunta nos importa la escuela que
halla afectar la escuela Hirsch.

September 6, 2023

Paiute Neighborhood Center: Upcoming Projects
Informational Meeting



Name: Felipa Martinez.

Email: -

Address: 6709 E. Avalon Dr. #1

La Escuela que no le
Hirsch Afecte.

Escuela de Ingles - 3 veces a la semana.

September 6, 2023

Paiute Neighborhood Center: Upcoming Projects
Informational Meeting



Name: Maria Gonzalez

Email:

Address: 3125 N 67 PL aptC Scottsdale AZ 85251

habra programar nuevos ?

Para niños
para jóvenes
etc.

September 6, 2023

Paiute Neighborhood Center: Upcoming Projects
Informational Meeting



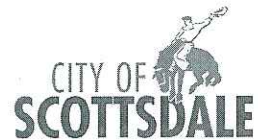
Name: Luz Adriana Badillo Email: Chiguvis34Vega@gmail.com

Address: 6702 E. Avalon Dr. #3

Preocupación para la escuela ~~Hirsch~~ Hirsch.
Academy

September 6, 2023

Paiute Neighborhood Center: Upcoming Projects
Informational Meeting



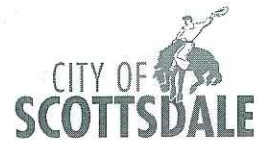
Name: Yamilet Quintero Email: pinedahouston3@gmail.com

Address: 3302 N 67TH ST SCOTTSDALE AZ 85251

- Hirsch School is been here so many time and we
dont want to be afected we are so many parents
that have our kids here since kindergarden and we love
this school.
- NOS preocupa mucho que este proyecto no cambie
nada en cuanto a la escuela Hirsch ya que tenemos
a nuestros hijos aqui desde kindergarden y amamos la
escuela.

September 6, 2023

Paiute Neighborhood Center: Upcoming Projects
Informational Meeting



Name: Lisa Randall Email: & Lisa @ Lexiesvoice.org

Address: 8367 E. Via de la Escuela 85258

I am in support of the project.

Board Member of Partners for Paiute

Thank You!

September 6, 2023

Paiute Neighborhood Center: Upcoming Projects
Informational Meeting



Name: Laura Schwartz Email: LSCHWARTZ27@gmail.com

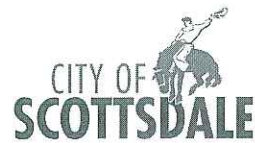
Address: 6705 E Montecito Ave

I am fully in support of adding residences at
Paiute. This project is critical to support people
from Scottsdale in need of stable and safe housing.

We encourage the City of Scottsdale to continue
to invest funds to provide services ~~at~~ at Paiute.

September 6, 2023

Paiute Neighborhood Center: Upcoming Projects
Informational Meeting



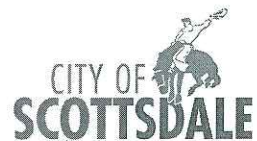
Name: Alice Stambaugh Email: office@karlandalice.name

Address: 8537 E. Osborn 85257

I appreciate the efforts of the City to explain this project. I fully support it based on the info. so far provided. Affordable housing is desperately needed. Let's if there is any way I can help.

September 6, 2023

Paiute Neighborhood Center: Upcoming Projects
Informational Meeting



Name: Jim Holmes Email: jimmy724jh@gmail.com

Address: 8307 E. Edward Ave

Paiute Cans of '82

I am not an expert in housing, but does the proposal mean there will be both seniors living w/ younger adults.

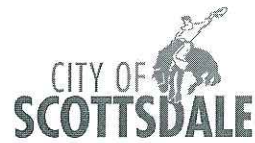
I am a ~~30yr~~ successful plumber in the Valley, New Construction also have plumbing failures. A new build will not be failure free.

Good luck!

September 6, 2023

LEE COOLEY 10142 E FLORIAN DR LEECOOLEY@COX.NET

Paiute Neighborhood Center: Upcoming Projects
Informational Meeting



Name: Lucero Navarro Email: _____

Address: 3125 N 67th PIAPT 4D Scottsdale AZ 85251-7121

mi Preocupación es la escuela

September 6, 2023

Paiute Bond Project
Community Input Sheet

Name: Jenny Cohen
Date: 8-30-23
Contact Number:
Comment: When is meeting? What is it about? I want to express how valuable PNC has been in my life & how I want to end homelessness in Scottsdale.

Name: Caller
Date: 9-6-23
Contact Number:
Comment: What time is meeting? Next one?

Name: Charles Lavin
Date: 8-26-23
Contact Number: in person
Comment: Can't make meeting, wants a day center here? Keep food bags, or add meals.

Name: Xavier Vega
Date: 9-6-23
Contact Number: in person
Comment: Wish there was more info about meeting should of let parents know? (at Hirsch?)

(SP)

Name: Irakliel Bella
Date: 8-29-23
Contact Number: in person
Comment: Loves Paiute. Wants to see more "senior" progs. i.e. brownbag or lunches for them served here. Will try to make meeting.

Name:
Date:
Contact Number:
Comment:

Name: Emanuel Sanchez
Date: 8-31-23
Contact Number: in person
Comment: Likes to use computers here. Says lobby could be bigger or rooms for sleeping, eating.

Name:
Date:
Contact Number:
Comment:

PaiuteProj	Name2	Address_Line1	Address_Li	Address_C	Address_St	Address_Pos	Email	Comments	Entry_Status	Entry_DateCreated	Entry_DateSubmitted	Entry_DateUpdated
5	Pam Betz	7111 N VIA DE AMIGOS		SCOTTSDALE	Arizona	85258-3751	betzco@cox.net	I heartily support the changes being recommended at the Paiute Neighborhood Center. How wonderful! And the housing for lower income families is absolutely the best commitment yet!	Submitted	9/11/2023 7:50 AM	9/11/2023 7:50 AM	9/11/2023 7:50 AM
4	Marisue Garganta	7907 East Palm Lane		Scottsdale	Arizona	85257	Marisue.Garganta@Gmail.com	Since 1976, we have lived, worked, raised our family and participated in lifting up our amazing Scottsdale community. We have watched Scottsdale grow. I was pleased to finally see affordable housing projects be introduced, along with senior and assisted living projects.Paiute has been a jewel to the Old Town community and needs to be replaced.These projects will only enhance and support community	Submitted	9/9/2023 2:58 PM	9/9/2023 2:58 PM	9/9/2023 2:58 PM
3	Valeria Strait	6509 E Osborn Road	Apt. 224	Scottsdale	Arizona	85251	valstrait@gmail.com	We the people near the Paiute center do not want affordable housing in our beautiful community for this will cause an increase in crime which will result in property values to decline and jeopardize the safety of our community members. We would like to see our tax dollar be invested in removing the homeless population, safer roads, efficient public transportation, and career training centers.	Submitted	9/9/2023 1:37 PM	9/9/2023 1:37 PM	9/9/2023 1:37 PM
2	Regina C Leonardi	7609 E INDIAN BEND RD	1008	Scottsdale	Arizona	85250	leonardir001@gmail.com	I wholeheartedly support the proposal for 28 units of affordable senior housing in Scottsdale. These units are vital for seniors on fixed incomes facing housing challenges, allowing them to remain in our community. Please approve this initiative to help those in need.	Submitted	9/8/2023 2:08 PM	9/8/2023 2:08 PM	9/8/2023 2:08 PM
1	Rosemary Gannon	8214 E Lincoln Dr		Scottsdale	Arizona	85250	rosemarygannon480@gmail.com	I agree the buildings are old and in need of replacement. I support the Bond Project to create new building for staff at this site to continue to provide community services. I also support the addition of 28 units of housing at this site to be offered as "affordable" housing and "bridge housing".	Submitted	9/8/2023 12:10 PM	9/8/2023 12:10 PM	9/8/2023 12:10 PM

From: shelm62888@aol.com <shelm62888@aol.com>

Sent: Monday, September 11, 2023 8:51 AM

To: Smetana, Rachel <RSmetana@scottsdaleaz.gov>

Subject: Partners for Paiute

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

Hi Rachel

Attached is the statement from Partners for Paiute for public opinion document for the City Council vote on September 19, 2023.

Thanks,

Steve

September 11, 2023

Mayor Ortega and City Council

I represent the Board of a non-profit called Partners for Paiute. That organization provides emergency funding for people with various needs—most often having to do with housing. We work closely with city staff based in the Paiute Neighborhood Center.

City Council is considering two projects that will improve the Paiute Neighborhood Center. First is a proposal to replace aging buildings at the Center. They are outdated and in disrepair. The new building will accommodate Health and Human Services staff now located in several areas in the City and will also house other neighborhood serving uses.

Second is a proposal to construct 28 dwelling units above the new building. 6 of these units will be bridge housing and 22 will be affordable living units.

Partners for Paiute supports the two projects that will improve facilities at the Paiute Neighborhood Center and provide much needed affordable housing for our community.

Thank you for your favorable consideration.

Steve Helm
Partners for Paiute Board President



SARRC

Southwest
Autism
Research &
Resource
Center

September 1, 2023

Dear Scottsdale City Council:

Thank you for the opportunity to provide input regarding the proposed changes to the Paiute Neighborhood Campus through the 2019 voter approved bond project. As a current tenant at the campus, I understand the benefits of and importance of modernizing and improving aging buildings. However, the project will impact the Southwest Autism Research & Resource Center's (SARRC's) operations in buildings 7 and 9 for which we have a license agreement in place through September 2026. We want to ensure that an appropriate mitigation plan is firmly established that provides equivalent space, use, and square footage without any interruption to SARRC's services and programs. In the absence of such a plan, we'd like to bring the following concerns to your attention.

First and foremost, buildings 7 and 9 are important for SARRC's ongoing operations at the Paiute Neighborhood Campus, which is why they were included in our license agreement. In fact, we were interested in the campus about 3 years before we signed our license agreement but there wasn't enough space for us to operate. Once additional space opened on the campus, we reached a license agreement with the City of Scottsdale, which includes buildings 7 and 9. If these buildings will no longer be available to SARRC, alternative space that matches the use and square footage should be identified without any interruption to SARRC's operations.

Second, SARRC has invested \$932,415 into improving the buildings we occupy at the Paiute Neighborhood Campus. In fairness, only a small portion of that investment was made into buildings 7 and 9 specifically, but we would not have made the investment into the campus without access to these buildings because they support SARRC's overall operations. While Scottsdale City Council evaluates its building investment into the Paiute Neighborhood Campus, we respectfully request that it also considers the significant investment our nonprofit organization has already made into enhancing campus buildings and ensures that SARRC can continue to operate its programs and services with the space and functionality outlined in our license agreement.

Next, SARRC's therapy programs for children, teens, and adults with autism are considered medically necessary services. That is, their treatment programs are prescribed, regimented, and require consistency. Just as it wouldn't be advisable to stop, reduce, or alter a prescribed medication, we need to ensure our patients continue to receive their recommended and authorized treatment programs without interruption.

Finally, SARRC has remained a committed partner and tenant/licensee of the City of Scottsdale. We provide critical programming for many Scottsdale residents, including those with and without autism in our inclusive preschool program, the Community School. We have also made a concerted effort to collaborate with and be a good neighbor to the other agencies who operate

on the Paiute Neighborhood Campus. And SARRC consistently pays our license fees on time, ensuring that we are a tenant in good standing with the City. We hope the Scottsdale City Council will take this into consideration and ensure SARRC is not displaced from buildings 7 and 9 without a fair and effective plan in place to ensure our operations continue without disruption.

Thank you in advance for your attention to this matter as well as your consideration and support. We remain committed to being a contributing member of the Paiute Neighborhood Campus, and that requires a sufficient mitigation plan that allows for uninterrupted daily operations throughout the project. We are eager to find a suitable solution that both achieves the City's community development needs and satisfies the obligations the City of Scottsdale has to SARRC, recognizing the significant time and resources we have already committed to the campus.

With gratitude,

A handwritten signature in black ink, appearing to read 'D. Openden', with a long horizontal stroke extending to the right.

Daniel A. Openden
President and CEO
Southwest Autism Research & Resource Center (SARRC)

PaiuteProject	Name2	Address_Line1	Address_Line2	Address_City	Address_State	Address_Postal	Email	Comments	Entry_Status	Entry_DateCreated	Entry_DateSubmitted	Entry_DateUpdated
7	marsi hanke	7901 e palm ln		scottsdale	Arizona	85257	marsihanke@cox.net	I think affordable housing for all is very important.	Submitted	9/12/2023 9:08 PM	9/12/2023 9:08 PM	9/12/2023 9:08 PM
6	Charles Silver	1834 W Navarro Ave		Mesa	Arizona	85202-7444	yz490pilot@yahoo.com	The projects are needed, and will greatly benefit the community in the surrounding neighborhoods. Families struggle and the gentrification that is occurring makes this even more needed. My concern is that 28 units is not a real dent in the problem. Why not put units on top of the entire complex and serve a much larger population? What will the cost be per unit, is it a good value?	Submitted	9/12/2023 2:22 PM	9/12/2023 2:22 PM	9/12/2023 2:22 PM

From: notifications@cognitoforms.com on behalf of City of Scottsdale <notifications@cognitoforms.com>
Sent: Sunday, September 17, 2023 2:16 PM
To: Cordova, Rommel
Subject: City Council Public Written Comment Form - Steven Mudd

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

City of Scottsdale

Web Scottsdale City Council Meeting Written Comment Form

[Open Form](#)

Entry Details

Agenda Item

MEETING DATE

9/19/2023

WHICH AGENDA ITEM WOULD YOU
LIKE TO COMMENT ON?

23-25. Paiute Neighborhood Center Projects

Name

FULL NAME

Steven Mudd

Contact Information

EMAIL

lmudd1@cox.net

CITY

Phoenix

Comment

COMMENT

This money is being used to build the largest homeless shelter in the history of Scottsdale. The Housing First policies that have been implemented

in Phoenix have failed. They have failed everywhere they have been implemented. This is not going to do anything to help solve the homelessness crisis we face today. Instead, this money should be spent on mental health & drug addiction services to help prevent homelessness. Also, Maricopa County Association of Governments created a Racial Equity Provider Toolkit that bases homelessness services on the color of people's skin. Tell Scottsdale to not use any racial judging device when dealing with homelessness! If a person is homeless, they are homeless regardless of the color of their skin!

Kurth, Rebecca

From: shelm62888@aol.com
Sent: Monday, September 18, 2023 7:14 AM
To: City Council
Subject: Paiute Neighborhood Center

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

Dear Mayor Ortega and Councilmembers

Partners for Paiute is a non-profit organization that, for almost 30 years has provided emergency financial assistance to residents of the Paiute neighborhoods and South Scottsdale. On September 19, Council will consider funding to renovate/replace buildings at the Paiute Neighborhood Center and add limited bridge and affordable housing as a second story on one of the buildings. These projects are important and will provide for more efficient Human Services and much needed affordable housing.

The Partners for Paiute Board of Directors supports Council Agenda items 23, 24 and 25 and urges you to vote in favor of these agenda items, improve the neighborhood center and provide affordable housing.

Sincerely,

Steve Helm, President
Partners for Paiute Board of Directors

Kurth, Rebecca

From: Morales, Isol
Sent: Tuesday, September 19, 2023 10:50 AM
To: Kurth, Rebecca
Subject: FW: From Lisa Randall - Paiute Affordable Housing

From: Lisa Randall <lisa@lexiesvoice.org>
Sent: Tuesday, September 19, 2023 10:34 AM
To: Mayor David D. Ortega <DOrtega@Scottsdaleaz.gov>
Subject: From Lisa Randall - Paiute Affordable Housing

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

Hello Mayor,
As a Scottsdale Native and a longtime volunteer and fundraiser to support our most marginalized citizens...

I wanted to convey my strong support for the proposed 28 units of affordable housing to be built on the Paiute Neighborhood Campus.

Both myself and my husband Steve Randall (Retired COS Deputy Fire Chief) currently sit on the Board of Directors of the Partners for Paiute.
Actually...it is our second go round. Steve served first in the 90's and I served from 2006-2016.

I am thrilled to see Scottsdale putting action behind words...this will be a truly impactful move to help our neighbors remain housed and live in the community they too love as much as we do.

I encourage you to vote yes on both Paiute Proposals!

Thank you so much!

PS...I would be there tonight to speak...but we have Covid in the family.

Warmly,



Lisa Randall
Executive Director
[Lexie's Voice](#)
480.980.2516

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

From: notifications@cognitoforms.com on behalf of City of Scottsdale <notifications@cognitoforms.com>
Sent: Tuesday, September 19, 2023 2:51 PM
To: Cordova, Rommel
Subject: City Council Public Written Comment Form - Mischelle Andreen

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

City of Scottsdale

Web Scottsdale City Council Meeting Written Comment Form

[Open Form](#)

Entry Details

Agenda Item

MEETING DATE 9/19/2023

WHICH AGENDA ITEM WOULD YOU LIKE TO COMMENT ON? 23-25. Paiute Neighborhood Center Projects

Name

FULL NAME Mischelle Andreen

Contact Information

PHONE (602) 696-9938

EMAIL rickandshellie@aol.com

ADDRESS 6602 East Lafayette Blvd

CITY Scottsdale

Comment

COMMENT

Please don't allow this project to be voted on until a comprehensive 25 year plan is made public as to allow the tax payers adequate time to bring forth discussion prior to voting. It's the fear of an open ended, not thoughtfully planned project that makes me nervous . The piece of land we are talking about is huge and if the long term plan is not iron clad - constant revisions would allow for a very vast and large population . This should be treated as a long term development project just like a business proposal.

What is the Mission Statement of this project? What is the purpose? WHAT IS THE MAXIMUM POPULATION? What assurances are there that there is a cap on the population? Who is the target of this project and can it be changed and is a vote required to make that change? Do we have adequate police numbers to patrol the area as to prevent homelessness and drugs from congregating in the family oriented , tax paying neighborhood. What are the traffic implications? Will non tax paying illegal immigrants be processed and housed in this area? We have a right to know .

If and only if a 25 - 30 year LONG TERM comprehensive plan is adequately shared to the taxpaying, property owning residents of the City of Scottsdale and if and only if that plan is widely distributed and time is taken for feedback from the voters - should a vote take place. This feels like it was brought forward in the heat of the summer when residents are out of town and not paying attention. and that a vote today is not in the best interest of the residents and taxpayers until a clear and concise LONG term, iron clad, non changeable plan is revealed.