
**CITY OF TEMPE
HEARING OFFICER**

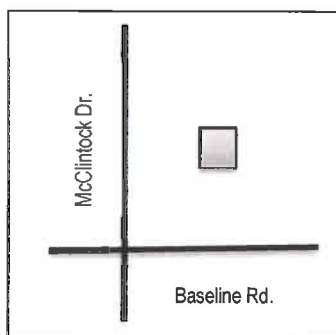
**Meeting Date: 01/05/2021
Agenda Item: 11**

ACTION: Request approval to abate public nuisance items at the Cerberus Property located at 4716 S. Kenwood Lane. The applicant is the City of Tempe – Code Compliance.

FISCAL IMPACT: \$794.00 for abatement request: dead tree & vegetation removal.

RECOMMENDATION: Staff – Approval of 180 day open abatement

BACKGROUND INFORMATION: City of Tempe – Code Compliance Section requests approval to abate items in violation of the Tempe City Code at the CERBERUS PROPERTY. The details of this case represent several months of correspondence for compliance with the property owner. Staff requests the approval of abatement of the following nuisance items under Complaint CE205933: dead tree & vegetation removal.



Property Owner
Applicant
Zoning District:
Code Compliance
Inspector:

Cerberus SFR Holdings LP
City of Tempe – Code Compliance
R1-6 – Single Family Residential
Julie Scofield, Code Inspector

ATTACHMENTS: Supporting Attachment

STAFF CONTACT: Drew Yocom, Planning & Research Analyst (480-858-2190)

Department Director: Chad Weaver, Community Development Director
Legal review by: N/A
Prepared by: Barbara Simons, Code Inspector
Reviewed by: Drew Yocom, Planning & Research Analyst

COMMENTS:

Code Compliance is requesting approval to abate the Cerberus Property located at 4716 S. Kenwood Lane, in the R1-6, Single Family Residential district. This case was initiated 09/16/20, after which Code Compliance has attempted to obtain compliance through correspondence with the property owner regarding violations of the Tempe City Code.

Without the intervention of abatement the property will continue to deteriorate. It is therefore requested that the City of Tempe Community Development Hearing Officer approve a 180 day open abatement of this public nuisance in accordance with Section 21-53 of the Tempe City Code.

HISTORY & FACTS:

The history and facts of this case are detailed in an attached memo from the Code Compliance Inspector.

ABATEMENT

Planning Application Submittal Form

Part 1 of 2

City of Tempe
Community Development Department
31 East 5th Street, Garden Level, Tempe, Arizona 85281
(480) 350-4311 Fax (480) 350-8677
Planning Fax (480) 350-8872
<http://www.tempe.gov/planning>



All applications must be accompanied by the required plans, submittal materials, and correct fee(s)

PROJECT INFORMATION – REQUIRED

PROJECT NAME	Cerberus Property Abatement	EXISTING ZONING	R1-6	<input type="checkbox"/>
PROJECT ADDRESS	4716 S. Kenwood Ln. Tempe, AZ 85282	SUITE(S)		<input type="checkbox"/>
PROJECT DESCRIPTION	Abatement of CE205933 Hearing is scheduled for January 5th, 2021	PARCEL No(s)	133-36-604	<input type="checkbox"/>

PROPERTY OWNER INFORMATION – REQUIRED (EXCEPT PRELIMINARY SITE PLAN REVIEW & SIGN TYPE K)

BUSINESS NAME		ADDRESS	1850 Parkway Pl. Suite 900				
CONTACT NAME	Cerberus SFR Holdings LP	CITY	Marietta	STATE	GA	ZIP	30067
EMAIL		PHONE 1		PHONE 2			

I hereby authorize the applicant below to process this application with the City of Tempe.

PROPERTY OWNER SIGNATURE	X	DATE	
or attach written statement authorizing the applicant to file the application(s)			

APPLICANT INFORMATION – REQUIRED

COMPANY / FIRM NAME	Community Development	ADDRESS	21 E. 6th St.				
CONTACT NAME	Julie Scofield	CITY	Tempe	STATE	AZ	ZIP	85281
EMAIL	julie_scofield@tempe.gov	PHONE 1	480-350-8951	PHONE 2			

I hereby attest that this application is accurate and the submitted documents are complete. I acknowledge that if the application is deemed to be incomplete it will be returned to me without review, to be resubmitted with any missing information.

APPLICANT SIGNATURE	X	DATE	12/4/2020
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BUSINESS INFORMATION – REQUIRED FOR USE PERMITS & SIGN DPRs

BUSINESS NAME		ADDRESS	
CONTACT NAME		CITY	
STATE		ZIP	
TYPE OF BUSINESS		PHONE	
		EMAIL	

APPLICATION (Check all that apply)	QTY	SPECIFIC REQUEST (See Planning & Zoning Fee Schedule for types)	FOR CITY USE ONLY (Planning record tracking numbers)	
<input type="checkbox"/> A. PRELIMINARY SITE PLAN REVIEW			SPR	
<input type="checkbox"/> B. ADMINISTRATIVE APPLICATIONS			ADM	
<input type="checkbox"/> C. VARIANCES			VAR	
<input type="checkbox"/> D. USE PERMITS / USE PERMIT STANDARDS			ZUP	
<input type="checkbox"/> E. ZONING CODE AMENDMENTS			ZOA	ZON
<input type="checkbox"/> F. PLANNED AREA DEVELOPMENT OVERLAYS			PAD	REC
<input type="checkbox"/> G. SUBDIVISION / CONDOMINIUM PLATS			SBD	REC
<input type="checkbox"/> H. DEVELOPMENT PLAN REVIEW			DPR	
<input type="checkbox"/> I. APPEALS				
<input type="checkbox"/> J. GENERAL PLAN AMENDMENTS			GPA	
<input type="checkbox"/> K. ZONING VERIFICATION LETTERS			ZVL	
<input checked="" type="checkbox"/> L. ABATEMENTS			CE	CM
<input type="checkbox"/> M. SIGN TYPE K			GO	SE
TOTAL NUMBER OF APPLICATIONS	0			

FOR CITY USE ONLY

DS TRACKING #		FILE APPLICATION WITH CE / CM / IP TRACKING #	DATE RECEIVED (STAMP)	VALIDATION OF PAYMENT (STAMP)
PL TRACKING #				TOTAL APPLICATION FEES
SPR TRACKING # (if 2 nd or 3 rd submittal, please use Planning Resubmittal Form)				RECEIVED BY INTAKE STAFF (INITIALS)

SEE REVERSE SIDE FOR REQUIRED PROJECT DATA

DATE: December 4TH, 2020
TO: Jeff Tamulevich, Code Compliance Administrator
FROM: Julie Scofield, Code Inspector
SUBJECT: CE205933, Cerberus SFR Holdings LP Property Abatement

LOCATION: 4716 S. KENWOOD LN. TEMPE, AZ 85282

LEGAL: KNOELL TEMPE UNIT 4

PARCEL: 133-36-604

OWNER: CERBERUS SFR HOLDINGS LP
1850 PARKWAY PL. SUITE 900
MARIETTA, GA 30067

FINDINGS:

09/16/2020 The Code Compliance Division received a complaint for junk, trash, and debris in the front yard of the property.

09/18/2020 Inspected the property and found trash and boxes in the carport area of the front of the property. There was also a dead tree and a couple of dead bushes in the front yard landscape. Notice to comply was mailed to the owner.

10/02/2020 Received another complaint for the trash and debris in the front of the property.

10/06/2020 Re-inspected the property. There has been no change to the property. A final notice was mailed.

10/28/2020 Inspected the property. The trash and debris have been picked up, however the dead tree and dead bushes remain in the landscape. Issued a citation for the landscape. Pictures were taken to show the condition of the property.

12/02 Received bids for an abatement cleanup, for the landscape. The hearing is scheduled for January 5th, 2021.

RECOMMENDATIONS:

I recommend an abatement of the nuisance violation at the property located at 4716 S. Kenwood Ln. The property owner has failed to bring the property into compliance with Tempe City Code 21-3-b.8, and they have been given ample time. The property represents an eyesore and health and safety issue to the community.

Without the intervention of abatement, the property will continue to deteriorate. I therefore make a request to the City of Tempe Community Development Hearing Officer for authorization to abate this public nuisance in accordance with section 21-53 of the Tempe City Code.

Respectfully submitted,

Julie Scofield
Code Inspector II

ACTION TAKEN: submit
NAME Sharon Ghera
DATE: 12-4-20



NOTICE OF INTENT TO ABATE PUBLIC NUISANCE

Date: 12/04/2020
Case #: CE205933

**CERBERUS SFR HOLDINGS LP
1850 PARKWAY PL. SUITE 900
MARIETTA, GA 30067**

This serves as notification of the City of Tempe's intentions regarding the abatement of code violations on the following described property:

Location: 4716 S KENWOOD LN TEMPE, AZ 85282
Parcel: 133-36-604

This office will submit this complaint to the Community Development Abatement Hearing Officer to be placed on the Hearing Officer agenda of **01/05/2021** located at the Tempe Council Chambers, 31 E 5th Street, at 5pm. We are requesting Hearing Officer Authorization to abate this public nuisance in accordance with Section 21-53 of the Tempe City Code by removal and repair of:

CC 21-3.b.8 Dead trees or parts including stumps

If the violations have not been corrected within thirty (30) days, our office will proceed with the abatement process. As owner of the property, you have thirty (30) days after receipt of this letter to abate or correct any violation as described below:

CC 21-3.b.8 Cut down to stump or remove any dead vegetation in the front yard landscape. Stumps must be cut down to ground level.

Upon receipt of the Hearing Officer approval to abate this public nuisance, the necessary work will be performed at the expense of the property owner. The cost of this work will be **\$794.00**. In addition to the actual cost of abatement, an administrative charge of fifteen(15) percent of the actual cost of abatement or three hundred (\$300) dollars, whichever is greater, for expenses incurred by the City for abatement procedures, and the cost of recording liens and releases will be charged. The recorded lien may bear interest at the legal rate of judgments in the State of Arizona. Administrative charges and the cost of recording liens and releases shall become a lien on the property whether or not the public nuisance is abated by the City.

If you have questions regarding this matter, please contact our office at (480)350-4311.

Code Inspector: Julie Scofield
Phone Number: 480-350-8951
E-mail: julie_scofield@tempe.gov



Solving Environmental Concerns Since 1982
Southwest Hazard Control, Inc.

PROPOSAL AND STANDARD CONTRACT

AZ Lic. #104551 BE/ #079036 • NM Lic. #025562 • NV Lic. #0023810 • CA OSHA #406 • CO Lic. #86-0464764

PB20200

Issuing Office:	
Southwest Hazard Control, Inc 2617 S 21st St Phoenix, AZ 85034 Phone: 480-517-9040 Fax: 480-517-9140	
Estimator:	Don Ruggiero
Service Category:	Lot Cleaning
Project Name:	Kenwood Lane
Project Address	4716 S. Kenwood Lane
C/S/Z	Tempe Arizona

Client Information:	
Company:	City of Tempe
Contact:	Julie Scofield
Address:	21 E. Sixth Street Suite 208 Tempe
Email:	julie_scofield@tempe.gov
Phone:	
Cell:	480-250-8951
Fax:	
Owner:	Unknown
Address:	
C/S/Z	Az

Proposal: This **GENERAL SERVICES CONTRACT** is offered by **SOUTHWEST HAZARD CONTROL, INC.** (SHC) to **City of Tempe** (CLIENT). This QUOTATION remains in effect for 15 days from bid date. Prices may be subject to change following that date. Should you, the CLIENT, wish to accept this proposal simply sign, date and return an original copy of the CONTRACT

SHC shall furnish services, labor, materials, equipment, and facilities required to complete the following
SCOPE OF WORK

- SHC proposes to perform Lot Cleaning at the above site location per E-mail request on: 12/2/2020
- Establish a regulated area in accordance with OSHA and EPA regulations
- Place all workers in proper protective equipment (PPE).
- Promptly and properly package all debris and remove from the work area daily
- Transport all debris from the site and dispose of properly at approved landfill

Scope Quantities & Details

- SHC proposes to remove one small dead tree from front yard of property as seen during site visit on 12/02/2020.
- SHC proposes to remove 2 dead bushes from the front yard of said property.
-
-
-
- SHC has included the presence of Tempe Police in this proposal.

Important Information-Project Specific

- SHC excludes responsibility for existing damage of property and will document anything we see on the first day.
-
- SHC anticipates one crew day for this project.

Pricing Breakdown

Base Bid \$ 684.00

ACCEPTED BY THE CLIENT:	
Signature	
Print Name	
Title	
Date	PO:

Southwest Hazard Control, Inc.	
Signature	Don Ruggiero
Print Name	Don Ruggiero
Title	Division Manager
Date	12/3/2020

SHC reserves the right to file a preliminary lien notice for the total contract price for every project
Terms and Conditions of this contract are listed on attached page(s)

Initial _____

TERMS AND CONDITIONS OF CONTRACT

The CONTRACT, ATTACHMENTS, and TERMS AND CONDITIONS constitute the entire agreement between SHC and the CLIENT. No other conditions, warranties, guarantees, scopes of work, payment terms or arrangements apply. SHC shall not be responsible for delays resulting from change orders, labor disputes, fire, delivery, adverse weather conditions, acts of the government, or acts of God beyond the direct control of SHC. Delays or losses affecting SHC, which are in whole or in part the result of actions taken by the CLIENT, its subcontractors or representatives, shall be the sole responsibility of the CLIENT. SHC, at its discretion, may seek relief and/or restitution from the CLIENT.

REGULATORY COMPLIANCE

SHC shall comply with all applicable federal, state, regional, county and local statutes, rules, and regulations relating to worker health and safety and environmental protection, in effect at the time of bid. Specifically, SHC shall comply with all applicable sections of 40CFR, 29CFR and 49CFR or state, regional, county or local regulations, whichever is most stringent. Changes in statutes, rules and regulation which take effect following the PROPOSAL date and prior to SUBSTANTIAL COMPLETION shall be considered a CHANGE ORDER which may affect the QUOTATION PRICE and/or the SCHEDULE. Application for site specific permits shall be the responsibility of the CLIENT unless otherwise defined in this PROPOSAL AND STANDARD CONTRACT.

PERFORMANCE OF WORK

SHC shall supervise and perform the work in a craftsman like manner. SHC shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work defined by the SCOPE OF WORK. SHC shall provide all services, labor, materials, equipment and facilities defined as SHC's responsibility in the SCOPE OF WORK.

CHANGE ORDERS

The CLIENT, without invalidating the STANDARD CONTRACT, may request, in writing, additions or modifications to the SCOPE OF WORK authorized by written Change Order signed by the Client and SHC. The cost to the CLIENT from a change in the Scope of Work shall be determined by SHC and authorized through mutual agreement and by change order. The Contract Sum and Contract period shall be changed only by Change Order.

TAXES AND INSURANCE

SHC shall pay FICA, FUTA and SUTA taxes as well as WORKMANS COMPENSATION INSURANCE for its employees. SHC also provides VEHICLE INSURANCE in the amount of \$2,000,000.00 for its company vehicles and General Liability Insurance of \$1,000,000.00. No other taxes or insurance are included in the PROPOSAL AND STANDARD CONTRACT unless specified under the SCOPE OF WORK.

SUBCONTRACTS

Contracts between SHC and Subcontractor(s) shall (1) require Subcontractor(s) to be bound to SHC by the terms of the Contract, and to assume toward SHC all the obligations and responsibilities which SHC, by the Contract, assumes toward the Client, and (2) allow the Subcontractor(s) the benefit of all rights, remedies and redress afforded to SHC by this Contract.

PAYMENT

For projects requiring up through thirty (30) days for completion the CLIENT shall pay SHC fifty percent (50%) of the QUOTATION PRICE at the time of order and the balance upon receipt of the final invoice. For projects requiring over thirty (30) days for completion, the CLIENT shall pay SHC twenty-five percent (25%) of the QUOTATION PRICE at the time of order. Progress payments shall be invoiced monthly. All invoices shall be payable not later than fifteen (15) days following receipt of invoice by the CLIENT. Final payment, constituting the entire unpaid balance of the QUOTATION PRICE, shall be made to SHC when the SCOPE OF WORK has been completed and a CERTIFICATE OF SUBSTANTIAL COMPLETION has been executed by the CLIENT and SHC. Payments due under the STANDARD CONTRACT and unpaid for over thirty (30) days from the date of the invoice shall bear interest from the date payment is due at the rate of one and one-half percent (1.5%) per month or the prevailing legal rate, which ever is less.

MISCELLANEOUS PROVISIONS

SHC shall be responsible to the CLIENT for the acts and omissions of SHC's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with SHC. As between the Client and SHC, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion; (2) not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment; and (3) not later than the date of the relevant act or failure to act by SHC for acts or failures to act occurring after the date of the final Certificate for Payment. It shall be the obligation of the CLIENT to exercise due diligence to discover and to bring to the attention of SHC at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between any documents attached hereto or incorporated by reference herein. Ambiguities, inconsistencies, or conflicts in this CONTRACT will not be strictly construed against the drafter of the CONTRACT language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

SHC Initial DR
Client Initial _____

Initial _____

LIMITATIONS OF MOLD REMEDIATION

SHC's scope of work is/was limited to the areas addressed in this proposal/report. Remediation includes removal of designated areas of visible mold growth and cleaning of visible dust and debris within the defined work area(s).

SHC's scope of work does/did not include inspection of the residence/building for mold growth or related issues. SHC's visit to the work site for bidding purposes and remediation work shall not be considered a comprehensive or cursory inspection for mold growth, moisture sources, causes of mold growth or mold exposure. Any reports relating to remediation prepared by SHC are not inspection reports.

SHC is/was not responsible for determination of cause or origin of leaks or moisture sources or other causes of mold growth nor did SHC fix, repair or abate the cause of water or moisture resulting in mold growth. If the source of water or moisture is not abated or if future sources of water or moisture occur, mold growth will likely reappear. SHC is/was not responsible for the water source or mold growth

Completion of the remediation work does not mean the entire area or building is free of mold nor does completion of the work mean the area or building is safe for occupancy. The only manner to determine if the area is free of mold and safe for occupancy is to have a complete and comprehensive inspection and assessment of the building.

SHC recommends inspection and assessment of the area/building be performed by a qualified and experienced mold inspector. After cleaning is complete, a final visual inspection of the building shall be performed. If all surfaces are visibly clean, post remediation surface and air testing should be performed. If visual inspection fails, SHC shall re-clean all affected areas as directed by the industrial hygienist/consultant.

Post remediation surface and air sampling will be performed following completion of all removal, cleaning and visual inspections. Air sampling should include sampling for total mold spores. A third party, such as an industrial hygienist or consultant, should perform sampling and the visual inspection.

If sampling indicates indoor concentrations are greater than outdoor concentrations, final cleaning as described previously shall be repeated and additional samples collected. Additional cleaning and sampling shall be performed until results of sampling indicate that indoor concentrations of airborne mold are not significantly different from outdoor concentrations and tape lift samples indicate the surfaces in the work area are free of settled mold spores.

After airborne mold samples indicate indoor concentrations are not significantly higher than outdoor concentrations and tape lift surface samples indicate surfaces are free of excessive mold Southwest Hazard Control, Inc. will have completed this mold remediation project.

SHC Initial DR
Client Initial _____

Initial _____

HAMANN ENTERPRISES, LLC
2925 N 19TH AVE UNIT 97
PHOENIX, AZ 85015
(602) 575-4455
hamannenterprises@yahoo.com

THE FOLLOWING DOCUMENT IS FOR:

NAME: JULIE SCOFIELD

FIRM: CITY OF TEMPE

DATE: 12/2/20

PROPOSAL

WE PROPOSE TO DO THE FOLLOWING WORK FOR THE CITY OF TEMPE
UNDER CONTRACT # T18-011-03

ADDRESS: 4716 S KENWOOD LN

1 REMOVE DEAD TREE AND BUSHES IN FRONT YARD	\$500.00
2 ESTAMATED DUMP FEES	\$20.00
3 SECURITY BY TEMPE PD	\$274.00
4	\$0.00
5	\$0.00
6	\$0.00
TOTAL COST OF JOB	<hr/> \$794.00

THANK YOU FOR YOUR BUSINESS

BOB HAMANN

Arizona Traffic Ticket and Complaint

City of Tempe
Maricopa County
State of Arizona



Complaint Number 1702245		Case Number		Social Security Number		Military		<input type="checkbox"/> Serious Physical Injury	<input type="checkbox"/> Accident	<input type="checkbox"/> Fatality	<input type="checkbox"/> Commercial	
Driver's License No.		<input type="checkbox"/> DLP	State	Class	Endorsements M H N P T X D			Incident Report Number CE205933				
Interpreter Required? <input type="checkbox"/> Spanish <input type="checkbox"/> Other Language												
Defendant Name (First, Middle, Last) Cerberus SFR Holdings LP										Juvenile		
Residence Address, City, State, Zip Code 1850 Parkway PL, suite 900, Marietta, GA 30067										Telephone: (cell phone) <input type="checkbox"/>		
Sex	Height	Weight	Eyes	Hair	Origin	Date of Birth	Restrictions	Email Address				
Business Address, City, State, Zip Code										Business Phone No.		
Vehicle		Color	Year	Make	Model	Style	License Plate	State	Expiration Date			
Registered owner & address, City, State, Zip Code							Vehicle Identification Number					
The Undersigned Certifies That:												
On	Month 10	Day 28	Year 2020	Time 12:10	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Speed	Approx.	Posted	R & P	Speed Measurement Device <input type="checkbox"/> Radar <input type="checkbox"/> Laser <input type="checkbox"/> Pace	Direction of Travel	
At	Location 4716 S Kenwood LN						<input checked="" type="checkbox"/> Tempe	85282	Area	Dist.		
The Defendant Committed the Following:												
A	Section: TCC 21-3A		ARS CC	Violation: 21-3-B-8 Deteriorated Landscape			<input type="checkbox"/> Domestic Violence Case	<input type="checkbox"/> Criminal	<input type="checkbox"/> Criminal Traffic	<input checked="" type="checkbox"/> Municipal Code		
	Docket Number		Disp. Code:	Date of Disposition:		Sanction:		<input type="checkbox"/> Civil Traffic <input type="checkbox"/> Petty Offense				
MVD												
B	Section:		ARS CC	Violation:			<input type="checkbox"/> Domestic Violence Case	<input type="checkbox"/> Criminal	<input type="checkbox"/> Criminal Traffic	<input type="checkbox"/> Municipal Code		
	Docket Number		Disp. Code:	Date of Disposition:		Sanction:		<input type="checkbox"/> Civil Traffic <input type="checkbox"/> Petty Offense				
MVD												
C	Section:		ARS CC	Violation:			<input type="checkbox"/> Domestic Violence Case	<input type="checkbox"/> Criminal	<input type="checkbox"/> Criminal Traffic	<input type="checkbox"/> Municipal Code		
	Docket Number		Disp. Code:	Date of Disposition:		Sanction:		<input type="checkbox"/> Civil Traffic <input type="checkbox"/> Petty Offense				
MVD												
D	Section:		ARS CC	Violation:			<input type="checkbox"/> Domestic Violence Case	<input type="checkbox"/> Criminal	<input type="checkbox"/> Criminal Traffic	<input type="checkbox"/> Municipal Code		
	Docket Number		Disp. Code:	Date of Disposition:		Sanction:		<input type="checkbox"/> Civil Traffic <input type="checkbox"/> Petty Offense				
MVD												
E	Section:		ARS CC	Violation:			<input type="checkbox"/> Domestic Violence Case	<input type="checkbox"/> Criminal	<input type="checkbox"/> Criminal Traffic	<input type="checkbox"/> Municipal Code		
	Docket Number		Disp. Code:	Date of Disposition:		Sanction:		<input type="checkbox"/> Civil Traffic <input type="checkbox"/> Petty Offense				
MVD												
You must appear on the date and time indicated at:		Tempe Municipal Court 140 E. 5th Street Tempe, AZ 85281 Court No. 0753			<input checked="" type="checkbox"/> Traffic Court Suite 150, 1st Floor		Date: 11/12/2020		Time: Between 9AM & 4PM			
		<input type="checkbox"/> Court:			<input type="checkbox"/> Criminal Court Suite 200, 2nd Floor		Date: _____		Time: _____		<input type="checkbox"/> AM <input type="checkbox"/> PM	
Court Address, City, State, Zip Code		Date: _____		Time: _____		<input type="checkbox"/> AM <input type="checkbox"/> PM		Court No. _____				
Criminal: <input type="checkbox"/> Without admitting guilt, I promise to appear as directed hereon.						Victim? <input type="checkbox"/>			Victim Notified? <input type="checkbox"/>			
Civil: <input type="checkbox"/> Without admitting responsibility, I acknowledge receipt of this complaint.						I certify that upon reasonable grounds I believe the defendant committed the act described contrary to law and I have served a copy of this complaint upon the defendant.						
x Mailed & Cert						Fulu Soguel			8022			
Complainant						PSN						
Comments: Juvenile Notification: Failure to appear or comply as ordered will result in a suspension of your driver's license/driving privileges until you comply or reach your 18th birthday. Initials _____												
1st citation \$200.00												
Date issued if not violation date												

If the defendant fails to appear within the time specified, and either pay the fine for the violation or request a hearing, judgment by default will be entered in the amount of the fine designated on the citation for the violation charged plus a penalty amount.



1702245

COMPLAINT



**COMMUNITY DEVELOPMENT DEPARTMENT
CODE COMPLIANCE
CORRECTION NOTICE**

09/18/2020

CERBERUS SFR HOLDINGS LP
1850 PARKWAY PL STE 900
MARIETTA, GA 30067

Case#: CE205933
Site Address: 4716 S. KENWOOD LN. TEMPE, AZ 85282

SITE REINSPECTION ON OR AFTER: 10/05/2020

This is a notice to inform you that this site was inspected on 09/18/2020 and found to be in violation of the City of Tempe's Zoning and Development Code (ZDC) and/or Nuisances and Property Enhancement Ordinance, Chapter 21, Article I and/or II of the City Code (CC) as noted. Failure to comply may result in civil citation or criminal charges.

VIOLATION SECTION:

Violation of City of Tempe Code 21-3-B-1

Filthy, littered, debris or trash-covered exterior areas, including exterior areas under any roof not enclosed by the walls, doors or windows of any building; including, but not limited to, areas that contain items such as cans, bottles, wood, metal, plastic, rags, boxes, paper, tires, auto parts; unused, inoperable, worn out or discarded appliances or other household items; lumber, scrap iron, tin and other metal not neatly piled, or anything whatsoever that is or may become a hazard to public health and safety, or that may harbor insect, rodent or vermin infestation. This subsection shall not be deemed to include items kept in covered bins or metal receptacles approved by the county health officer or this code or any other ordinance of the city.

Violation of City of Tempe Code 21-3-B-8

Any landscaping, visible from public property, that is substantially dead, damaged, or characterized by uncontrolled growth, or presents a deteriorated or slum-like appearance; uncultivated plants, weeds, tall grass, uncultivated shrubs or growth (whether growing or otherwise) higher than twelve (12) inches; or any dead trees, bushes, shrubs or portions thereof, including stumps; or any palm or similar type tree having dead or dry fronds descending downward from the base of the lowest living frond more than eight (8) feet or dry fronds longer than five (5) feet and closer than eight (8) feet to the ground.

PLEASE TAKE THE FOLLOWING CORRECTIVE ACTION:

1. PLEASE CUT DOWN TO GROUND LEVEL OR REMOVE THE DEAD TREE FROM THE FRONT OF THE PROPERTY.
2. PLEASE REMOVE THE ITEMS FROM THE FRONT/SIDES OF THE PROPERTY. ITEMS INCLUDES BOXES, TRASH, AND ANY OTHER MISCELLANEOUS ITEMS.

Please contact me if you have questions or need further assistance. Thank you for your cooperation in this matter.

Julie Scofield
Code Inspector II
E-Mail

Direct: 480-350-8951
Code Compliance: 480-350-8372
julie_scofield@tempe.gov

Civil and Criminal Penalties

City Code: Section 21-3, subsections (b) 1-8, 17-19 and 21; Sections 21-4; 21-13; Section 21-24; Section 21-38, subsections (a-k) and (m-q): 1st occurrence \$200 per violation, 2nd occurrence \$300 per violation, 3rd occurrence \$400 per violation | Sections 21-31; 21-32; 21-33; 21-35; 21-36: 1st occurrence \$300 per violation, 2nd occurrence \$500 per violation, 3rd occurrence \$700 per violation | Section 21-3, subsections (b) 9-16 and 20; Sections 21-34, 21-37; Section 21-38, subsection (l): 1st occurrence \$400 per violation, 2nd occurrence \$700 per violation, 3rd occurrence \$1,000 per violation. | Section 21-4 (b) Habitual Offender: 1st occurrence \$550 in addition to other fines, 2nd occurrence \$1,050 in addition to other fines, 3rd occurrence, \$1,550 in addition to other fines. | Section 21-25: \$1,050 per violation. | Zoning and Development Code: 1st occurrence \$170 per violation, 2nd occurrence \$420 per violation, 3rd occurrence \$820 per violation | The city has authority to abate the violation should the owner neglect, fail or refuse to correct the violation within 30 days and to assess a lien against the property for the cost of the abatement. | The city prosecutor is authorized to file a criminal class 1 misdemeanor complaint in the Tempe Municipal Court for violations of these codes.

Please Note: In the event of more than one violation occurring at this property in a calendar year, the property owner may be assessed a reinspection fee of \$75.00 pursuant to City Code Section 21-51, subsection (b).



**COMMUNITY DEVELOPMENT DEPARTMENT
CODE COMPLIANCE
FINAL CORRECTION NOTICE**

10/06/2020

CERBERUS SFR HOLDINGS LP
1850 PARKWAY PL STE 900
MARIETTA, GA 30067

Case#: CE205933
Site Address: 4716 S. KENWOOD LN. TEMPE, AZ 85282

SITE REINSPECTION ON OR AFTER: 10/21/2020

This is a notice to inform you that this site was inspected on 10/06/2020 and found to be in violation of the City of Tempe's Zoning and Development Code (ZDC) and/or Nuisances and Property Enhancement Ordinance, Chapter 21, Article I and/or II of the City Code (CC) as noted. Failure to comply may result in civil citation or criminal charges.

VIOLATION SECTION:

Violation of City of Tempe Code 21-3-B-1

Filthy, littered, debris or trash-covered exterior areas, including exterior areas under any roof not enclosed by the walls, doors or windows of any building; including, but not limited to, areas that contain items such as cans, bottles, wood, metal, plastic, rags, boxes, paper, tires, auto parts; unused, inoperable, worn out or discarded appliances or other household items; lumber, scrap iron, tin and other metal not neatly piled, or anything whatsoever that is or may become a hazard to public health and safety, or that may harbor insect, rodent or vermin infestation. This subsection shall not be deemed to include items kept in covered bins or metal receptacles approved by the county health officer or this code or any other ordinance of the city.

Violation of City of Tempe Code 21-3-B-8

Any landscaping, visible from public property, that is substantially dead, damaged, or characterized by uncontrolled growth, or presents a deteriorated or slum-like appearance; uncultivated plants, weeds, tall grass, uncultivated shrubs or growth (whether growing or otherwise) higher than twelve (12) inches; or any dead trees, bushes, shrubs or portions thereof, including stumps; or any palm or similar type tree having dead or dry fronds descending downward from the base of the lowest living frond more than eight (8) feet or dry fronds longer than five (5) feet and closer than eight (8) feet to the ground.

PLEASE TAKE THE FOLLOWING CORRECTIVE ACTION:

1. PLEASE CUT DOWN TO GROUND LEVEL OR REMOVE THE DEAD TREE FROM THE FRONT OF THE PROPERTY.
2. PLEASE REMOVE THE ITEMS FROM THE FRONT/SIDES OF THE PROPERTY. ITEMS INCLUDES BOXES, TRASH, AND ANY OTHER MISCELLANEOUS ITEMS.

Please contact me if you have questions or need further assistance. Thank you for your cooperation in this matter.

Julie Scofield
Code Inspector II
E-Mail

Direct: 480-350-8951
Code Compliance: 480-350-8372
julie_scofield@tempe.gov

Civil and Criminal Penalties

City Code: Section 21-3, subsections (b) 1-8, 17-19 and 21; Sections 21-4; 21-13; Section 21-24; Section 21-38, subsections (a-k) and (m-q): 1st occurrence \$200 per violation, 2nd occurrence \$300 per violation, 3rd occurrence \$400 per violation | Sections 21-31; 21-32; 21-33; 21-35; 21-36: 1st occurrence \$300 per violation, 2nd occurrence \$500 per violation, 3rd occurrence \$700 per violation | Section 21-3, subsections (b) 9-16 and 20; Sections 21-34, 21-37; Section 21-38, subsection (l): 1st occurrence \$400 per violation, 2nd occurrence \$700 per violation, 3rd occurrence \$1,000 per violation. | Section 21-4 (b) Habitual Offender: 1st occurrence \$550 in addition to other fines, 2nd occurrence \$1,050 in addition to other fines, 3rd occurrence, \$1,550 in addition to other fines. | Section 21-25: \$1,050 per violation. | Zoning and Development Code: 1st occurrence \$170 per violation, 2nd occurrence \$420 per violation, 3rd occurrence \$820 per violation | The city has authority to abate the violation should the owner neglect, fail or refuse to correct the violation within 30 days and to assess a lien against the property for the cost of the abatement. | The city prosecutor is authorized to file a criminal class 1 misdemeanor complaint in the Tempe Municipal Court for violations of these codes.

Please Note: In the event of more than one violation occurring at this property in a calendar year, the property owner may be assessed a reinspection fee of \$75.00 pursuant to City Code Section 21-51, subsection (b).



10/28/2020 12:10