REVISED AGENDA

City Council Study Session

Monday, February 8, 2021
6:00 p.m.

*Consent Items 8-21 were renumbered and New Items 8, 9, and 10 were added

Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER arizona
Community of Innovation

From left to right: Councilmember Matt Orlando, Councilmember Rene' Lopez, Vice Mayor Mark Stewart, Mayor Kevin Hartke, Councilmember OD Harris, Councilmember Christine Ellis, Councilmember Terry Roe

Our Vision

We are a world-class City that provides an exceptional quality of life.

Our Brand

A safe community that connects people, chooses innovation and inspires excellence.

Our Goals

City Council Strategic Policy Goals

1. Being the most connected City
2. Being a leader in trust and transparency
3. Maintaining fiscal sustainability
4. Attracting a range of private sector businesses
5. Fostering a contemporary culture that embraces unity
6. Being safe and beautiful

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a STUDY SESSION open to the public on Monday, February 8, 2021, at 6 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter by contacting the City Clerk's office a 480-782-2181. Requests should be made as early as possible to allow time to arrange accommodation.

Agendas are available in the Office of the City Clerk, 175 S. Arizona Avenue.

Study Session Agenda

Call to Order

Roll Call

Scheduled Public Appearances

1. Retirement Recognition
2. Proclamation - Black History Month and Comments by Pastor Victor Hardy
3. Chandler High School and Hamilton High School Football Teams Recognition
4. Arizona Institute of Architects Award - Chandler Public Safety Training Center Shade Structure

Consent Agenda

Items listed on the Consent Agenda may be enacted by one motion and one vote. If a discussion is required by members of the governing body, the item will be removed from the Consent Agenda for discussion and determination will be made if the item will be considered separately.

City Clerk

1. **January 2021 Council Minutes**

   Move to approve the Council meeting minutes of the Study Session and Special Meeting of January 25, 2021, and the Regular Meeting of January 28, 2021.

   Council Focus Area(s):

Development Services

2. **Resolution No. 5434, Authorizing a Wireless License Agreement with CCTMO, LLC, for the Existing Monopalm Tower Adjacent to the Police Department Property and Evidence Yard**

   Move to approve Resolution No. 5434, authorizing the Mayor to execute the license agreement between the City of Chandler and T-Mobile West Tower, LLC, by and through CCTMO, LLC, for the existing Monopalm macro cell site currently located at the Police Property and Evidence Yard at 576 W. Pecos Road, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

   Council Focus Area(s):

3. **Resolution No. 5435, Authorizing a License Agreement with Cellco Partnership, dba Verizon Wireless, for the Existing PHO Rubenstein Marco Cell Site**

   Move to approve Resolution No. 5435, authorizing the Mayor to execute the wireless license agreement between the City of Chandler and Cellco Partnership, dba Verizon Wireless, for the existing PHO Rubenstein macro cell site, located at the east side of Cooper Road and south of Buchanan Street, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

   Council Focus Area(s):

4. **Resolution No. 5436, Authorizing an Intergovernmental Agreement with Maricopa County Regarding Regional Emergency Action Coordinating Team (REACT) Integrated Corridor Management (ICM) Pilot for the Loop 101 Price Freeway**

   Move City Council pass and adopt Resolution No. 5436 authorizing an Intergovernmental Agreement (IGA) between Maricopa County and the City of Chandler regarding the Regional Emergency Action Coordinating Team (REACT) Integrated Corridor Management (ICM) Pilot Project for the Loop 101 Price Freeway.

   Council Focus Area(s):

5. **Introduction of Ordinance No. 4962, Annexation and Initial City Zoning ANX20-0002 for Approximately 1.71 Acres and Zoning to Agricultural District (AG-1), Located South of the Southwest corner of Gilbert and Ocotillo Roads**

Move City Council introduce and tentatively adopt Ordinance No. 4962 approving Annexation and Initial City Zoning ANX20-0002, South of the Southwest Corner of Gilbert and Ocotillo roads, as recommended by Planning staff.

Council Focus Area(s):

6. **Resolution No. 5437, Introduction of Ordinance No. 4960, PLH20-0033 and PLH20-0034 Chandler La Paglia High School Seminary and Professional Offices**

Area Plan

Move City Council approve Resolution No. 5437 Southeast Chandler Area Plan amendment, PLH20-0033, located south of the southwest corner of Gilbert and Ocotillo roads, as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 4960 approving PLH20-0034 La Paglia High School Seminary and Professional Offices, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for professional offices and institutional/educational uses located south of the southwest corner of Gilbert and Ocotillo roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH20-0034 La Paglia High School Seminary and Professional Offices, for professional offices and institutional/educational uses located south of the southwest corner of Gilbert and Ocotillo roads, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

7. **Introduction of Ordinance No. 4961, PLH20-0023, PLT20-0037 Pecos and McQueen Retail (Staff requests Continuance to the February 25, 2021, Council Meeting)**

Move City Council continue PLH20-0023 Pecos and McQueen Retail, located at the southwest corner of Pecos and McQueen roads, to the February 25, 2021, City Council meeting, as recommended by Planning and Zoning Commission.

Council Focus Area(s):

8. **Final Adoption of Ordinance No. 4954, PLH20-0028 Hudson Crossings**

Move City Council adopt Ordinance No.4954 approving PLH20-0028 Hudson Crossings, Rezoning from PAD multi-family to PAD single family for a single family development, located east of the northeast corner of McQueen Road and the Loop 202 Santan Freeway subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

9. **Final Adoption of Ordinance No. 4955, PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion**

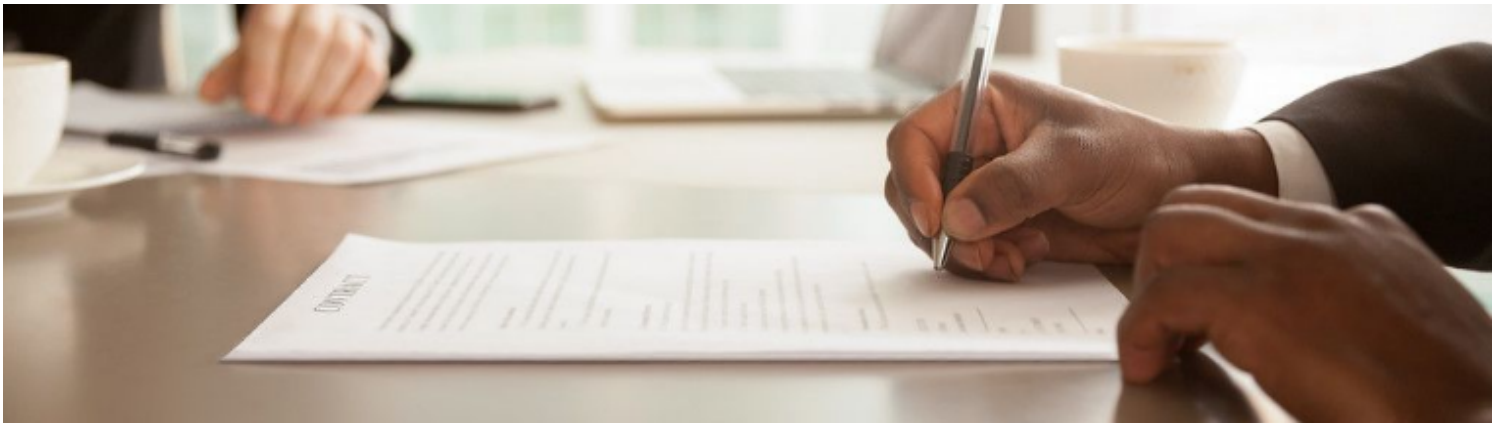
Move City Council adopt Ordinance No. 4955 approving PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion, Rezoning from Planned Area Development for Medium Density Residential (PAD/MF-1) to PAD for Commercial, located east of the southeast corner of Queen Creek and Price roads subject to the conditions as recommended by the Planning and Zoning Commission.

Council Focus Area(s):

10. **Final Adoption of Ordinance No. 4959, PLH20-0049 1st Pet Veterinary Centers**

Move City Council adopt Ordinance No. 4959 approving PLH20-0049 1st Pet Veterinary Centers, Rezoning from Planned Area Development (PAD) to Planned Area Development Amended, adding veterinary clinic and like uses, located at 1257 W. Warner Road (West of the Southwest corner of Alma School and Warner Roads), subject to the conditions as recommended by the Planning and Zoning Commission.

Council Focus Area(s):



Management Services

11. **New License Series 10, Beer and Wine Store Liquor License, for Tawa Inc., dba 99 Ranch Market #53**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 130676, a Series 10, Beer and Wine Store, for Kevin Arnold Kramber, Agent, Tawa Inc., dba 99 Ranch Market #53, located at 1920 W. Chandler Boulevard, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 300317 L10

Council Focus Area(s):

Public Works and Utilities

12. **Professional Services Agreement with Wilson Engineers, LLC, for the Airport Water Reclamation Facility Membrane Pre-Design Services**

Move City Council award Professional Services Agreement No. WW1901.202 to Wilson Engineers, LLC, for the Airport Water Reclamation Facility Membrane Pre-Design Services, in an amount not to exceed $198,560.

Council Focus Area(s):

13. **Agreement with Metering Services, Inc., for Small Water Meter Installation, Repair, and Consulting Services**

Move City Council approve Agreement No. PW1-936-4262 with Metering Services, Inc., for small water meter installation, repair, and consulting services, in an amount not to exceed $490,820.

Council Focus Area(s):

14. **Agreement No. PW0-890-4209, Amendment No. 1, with Core and Main, LP, for Water Meters**

Move City Council approve Agreement No. PW0-890-4209, Amendment No. 1, with Core and Main, LP, for water meters, increasing the contract limit in the amount of $2,509,180, for a revised amount not to exceed $5,509,180, for a two-year period, September 1, 2020, through August 31, 2022.

Council Focus Area(s):

15. **Construction Contract with Cactus Asphalt, a Division of Cactus Transport, Inc., for the Alley Rehabilitation PM10 Dust Emissions Project**

Move City Council award Construction Contract No. ST1909.401 to Cactus Asphalt, a Division of Cactus Transport, Inc., for the Alley Rehabilitation PM10 Dust Emissions Project, in an amount not to exceed $2,077,524.50.

Council Focus Area(s):

16. **Construction Contract with Archer Western Construction, LLC, for the Chandler Boulevard Waterline Replacement (Chippewa Place to Meadows Drive)**

Move City Council award Construction Contract No. WA2006.401 to Archer Western Construction, LLC, for the Chandler Boulevard Waterline Replacement (Chippewa Place to Meadows Drive), in an amount not to exceed $1,202,980.

Council Focus Area(s):

17. **Professional Services Agreement with Wilson Engineers, LLC, for the Chandler Boulevard Waterline Replacement (Chippewa Place to Meadows Drive)**

Move City Council award Professional Services Agreement No. WA2006.451 to Wilson Engineers, LLC, for the Chandler Boulevard Waterline Replacement (Chippewa Place to Meadows Drive), in an amount not to exceed $105,730.

Council Focus Area(s):

18. **Report of City Manager Emergency Authorization of Project Agreement with Garney Companies, Inc., Pursuant to Job Order Contract for the Lone Butte Effluent Pipeline Repair**

Move City Council accept the report of the City Manager emergency authorization of Project Agreement No. WW2103.402 with Garney Companies, Inc., pursuant to Job Order Contract No. JOC1914.401, for the Lone Butte Effluent Pipeline Repair, in an amount not to exceed $111,220.02.

Council Focus Area(s):

19. **Professional Services Agreement with Tristar Engineering and Management, Inc., for the Alley Rehabilitation PM10 Dust Emissions Project Construction Management Services**

Move City Council award Professional Services Agreement No. ST1909.451 to Tristar Engineering and Management, Inc., for the Alley Rehabilitation PM10 Dust Emissions Project Construction Management Services, in an amount not to exceed $226,618.88.

Council Focus Area(s):

20. **Final Adoption of Ordinance No. 4953 Granting an Irrigation Easement to Salt River Project Agricultural Improvement and Power District**

Move City Council approve final adoption of Ordinance No. 4953 granting an irrigation easement to Salt River Project Agricultural Improvement and Power District at the northwest corner of Arizona Avenue and Queen Creek Road, at no cost, to formalize an existing United States Government undefined irrigation easement at this location.

Council Focus Area(s):

21. **Final Adoption of Ordinance No. 4956 Granting Three (3) Irrigation Easements to Roosevelt Water Conservation District**

Move City Council approve final adoption of Ordinance No. 4956 granting three (3) irrigation easements to the Roosevelt Water Conservation District (RWCD) within portions of Chandler Heights Road on either side of the Cooper Road intersection, at no cost, to accommodate the Cooper Road Improvement Project, from Alamosa Drive to Riggs Road.

Council Focus Area(s):

22. **Final Adoption of Ordinance No. 4948 Adopting Updated Versions of Public Works Design and Construction Standards**

Move City Council approve final adoption of Ordinance No. 4948 adopting updated versions of previously adopted Public Works design and construction standards and amending Chapter 43, Section 43-5, Subsections 43-4.5.A, 43-4.5.B, 43-4.5.C, 43-4.5.D, 43-4.5.E, 43-4.5.G, and 43-4.5.I of the Code of the City of Chandler, relating to the adoption of these updated design and construction standards.

Council Focus Area(s):

Informational

23. **Study Session Minutes of the January 6, 2021, Planning and Zoning Commission Meeting**

Council Focus Area(s):

24. **Regular Meeting Minutes of the January 6, 2021, Planning and Zoning Commission**

Council Focus Area(s):

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Clerk's Office** **Memo No.** 21-004

Date:	February 8, 2021
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	**January 2021 Council Minutes**

Proposed Motion:

Move to approve the Council meeting minutes of the Study Session and Special Meeting of January 25, 2021, and the Regular Meeting of January 28, 2021.

Background/Discussion

Attached for approval are the City Council minutes for the meetings held on January 25, and January 28, 2021.

Attachments

January 25, 2021, Special Meeting Minutes
January 25, 2021, Study Session Meeting Minutes
January 28, 2021, Regular Meeting Minutes

unofficial

CHANDLER arizona

CITY OF CHANDLER COUNCIL MEETING MINUTES
Special Meeting
Monday, January 25, 2021

MINUTES OF THE SPECIAL MEETING OF THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, held on Monday, January 25, 2021, in the Council Chambers, Council Conference Room, 88 E. Chicago Street, Chandler, Arizona

THE MEETING WAS CALLED TO ORDER BY MAYOR KEVIN HARTKE AT 4:30 P.M.

The following members were present:

*Kevin Hartke	Mayor
Mark Stewart	Vice-Mayor
OD Harris	
René Lopez	Councilmember
Terry Roe	Councilmember
Christine Ellis	Councilmember
Matt Orlando	Councilmember

*Mayor Hartke attended telephonically

Staff present: John Knudson, Public Works and Utilities Director; Chris Connor, Utility Regulatory Affairs Manager; Gregg Capps, Utility Resource Manager; Jenny Winkler, Assistant City Attorney

1. Contracts--A.R.S. §§38-431.03(A)(3) and (A)(4) - Discussion or consultation with the City Attorney for legal advice and in order to consider its position and instruct its attorneys regarding the public body s position regarding contracts that are the subject of negotiations relating to the North Agua Fria Underground Storage Project and reclaimed water infrastructure.

COUNCILMEMBER ORLANDO MOVED TO HOLD AN EXECUTIVE SESSION MEETING IMMEDIATELY FOLLOWING THE SPECIAL MEETING; SECONDED BY COUNCILMEMBER LOPEZ.

MOTION CARRIED UNANIMOUSLY. (7-0)

ADJOURNMENT: The Special Meeting was adjourned at approximately 4:30 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: February 11, 2021

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 25th day of January, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of February, 2021.

_____
City Clerk

unofficial

CHANDLER arizona

CITY OF CHANDLER COUNCIL MEETING MINUTES
Study Session
Monday, January 25, 2021

MINUTES OF THE STUDY SESSION OF THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, held in the Council Chambers, 88 E. Chicago Street, Chandler, Arizona, on Monday, January 25, 2021.

THE MEETING WAS CALLED TO ORDER BY VICE MAYOR MARK STEWART AT 6:02 P.M.

The following members were present:

*Kevin Hartke	Mayor
Mark Stewart	Vice Mayor
OD Harris	Councilmember
René Lopez	Councilmember
Terry Roe	Councilmember
Christine Ellis	Councilmember
Matt Orlando	Councilmember

*Mayor Hartke attended the meeting telephonically.

Also in attendance:	Marsha Reed	City Manager
	Joshua Wright	Assistant City Manager
	Debra Stapleton	Assistant City Manager
	Kelly Schwab	City Attorney
	Dana DeLong	City Clerk

SCHEDULED PUBLIC APPEARANCES

VICE MAYOR STEWART invited Councilmember Roe to join him for the recognitions.

1. Service Recognitions

Development Services
Forrest Gittus 20 Years

Management Services
Christopher Sikora 15 Years

Police Department
Cathie Gura 25 Years

CONSENT AGENDA DISCUSSION

COUNCILMEMBER ORLANDO had questions regarding Consent Agenda Item No. 5.

5. Construction Contract No. PR1905.401 with Nickle Contracting, LLC, for Lantana Ranch Park Phase I Improvements

COUNCILMEMBER ORLANDO asked about the parking for this site.

ANDY BASS, Community Services Director, said staff has worked with the residents and HOA and have had meetings to discuss the parking. Mr. Bass said they are interested in having a limited amount of parking and staff is now working with the Transportation section to develop a few parking scenarios and would submit that to the HOA for consideration. Mr. Bass said staff would continue to work with residents to find a solution to serve the park and the residents of the neighborhood.

COUNCILMEMBER ORLANDO said they did try other options and this was the next best available option.

COUNCILMEMBER ORLANDO had questions regarding Consent Agenda Item No. 9.

9. Adoption of Resolution No. 5432, Introduction of Ordinance No. 4954, Preliminary Development Plan, and Preliminary Plat Approval, PLH20-0066/PLH20-0028/PLT20-0032 Hudson Crossings

COUNCILMEMBER ORLANDO asked if this was outside the 65 decibel ring for noise since it is in the Airpark area as he did not see the noise contour map.

SUSAN FIALA, Senior Planner, said yes it is outside of that contour and all housing products is required to be built to meet noise attenuation.

COUNCILMEMBER ORLANDO asked what decibel that was required.

MS. FIALA said 45.

COUNCILMEMBER ORLANDO asked if there have been other options for this area that might be better for freeway type of activity.

MS. FIALA said this property is designed as neighborhoods in the General Plan and Airpark Area Plan. Ms. Fiala said they are requesting an amendment from high density residential to a single family low medium density residential. Ms. Fiala said Willis Road is not an arterial road and there is residential surrounding this property on the west and east side. Ms. Fiala said it would not be conducive for employment or commercial usage and single family would be the most appropriate land use.

COUNCILMEMBER ORLANDO asked if this area would all be housing and there would not be any commercial along the freeway.

MS. FIALA said they could not predict what projects would come forward, but it is designated as residential.

KEVIN MAYO, Planning Administrator, said the freeway is the line of demarcation and the area is mostly built out east of McQueen. To the west is predominately larger lot single family. South of the 202 is where the

Airpark Area Plan begins and they are not looking to bring employment to areas designated as residential in the area.

COUNCILMEMBER ORLANDO said anything to the west of McQueen is commercial and east of McQueen is residential.

COUNCILMEMBER ORLANDO had questions regarding Consent Agenda Item No.11.

11. Adoption of Resolution No. 5433, Introduction of Ordinance No. 4955, and Preliminary Development Plan, PLH20-0047/PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion

COUNCILMEMBER ORLANDO asked when the third addition would be built.

MS. FIALA said the applicant is expecting it to be built within a year, but it would depend on COVID-19 impacts as well.

COUNCILMEMBER ORLANDO had questions regarding Consent Agenda Item No. 13.

13. Introduction of Ordinance No. 4958, Preliminary Development Plan and Preliminary Plat, PLH19-0063/PLT19-0055 Elux at McQueen

COUNCILMEMBER ORLANDO asked if any residents have had concerns on this project.

LAUREN SCHUMANN, Senior Planner, said there was a neighborhood meeting that was held and five residents attended. Ms. Schumann said she did receive one phone call and was concerned with the traffic conditions and the resident was provided with the traffic analysis. Ms. Schumann said to relieve some traffic tension there would be a full intersection at McQueen and Armstrong.

COUNCILMEMBER ORLANDO asked if the resident was satisfied with the information.

MS. SCHUMANN said yes, the resident has not asked any additional questions.

VICE MAYOR STEWART asked what the property to the west was zoned.

MS. SCHUMANN said the current property is envisioned as high density residential. Across the street is zoned as agricultural and is anticipated to be light industrial. Ms. Schumann said staff is in the process of updating the Airpark Area Plan and they have discussed the possibilities to allow that area to be used for offices.

COUNCILMEMBER ORLANDO had questions regarding Consent Agenda Item No. 14.

14. Preliminary Plat, PLT20-0033 Queen Creek Commerce Center

COUNCILMEMBER ORLANDO asked for more information about a flex building.

MS. SCHUMANN said properties zoned planned area development that allows for a mix of uses. The flex allows for multiple uses, the majority being industrial, manufacturing, and research in development, but because of the flex more than 10% of the space could be used as office as well.

CONSENT AGENDA ITEMS

1. January 2021 Council Minutes
   Move to approve the Council meeting minutes of the Regular Meeting of January 14, 2021 and the Special Meeting of January 14, 2021.

2. Board and Commission Appointments.
   Move City Council approve the appointments to the Historic Preservation Commission.

3. Purchase of Fitness Equipment for Tumbleweed Recreation Center
   Move City Council approve the purchase of fitness equipment, from Life Fitness, LLC, utilizing Sourcewell Contract No. 081120-LFF, in the amount of $94,838.42.

4. Professional Services Agreement with Environmental Planning Group, LLC, for Lantana Ranch Park Phase I Improvements Post Design Services
   Move City Council award Professional Services Agreement No. PR1905.270 to Environmental Planning Group, LLC, for the Lantana Ranch Park Phase I Improvements Post-Design Services, in an amount not to exceed $38,184.

5. Construction Contract No. PR1905.401 with Nickle Contracting, LLC, for Lantana Ranch Park Phase I Improvements
   Move City Council award Construction Contract No. PR1905.401 to Nickle Contracting, LLC, for the Lantana Ranch Park Phase I Improvements, in an amount not to exceed $3,372,663.20.

6. Professional Services Agreement with Dibble CM, LLC, for Lantana Ranch Park Phase I Improvements Construction Management Services
   Move City Council award Professional Services Agreement No. PR1905.451 to Dibble CM, LLC, for the Lantana Ranch Park Phase I Improvements Construction Management Services, in an amount not to exceed $169,150.

7. Agreement No. CS0-670-4172, Amendment No. 1, with Ewing Irrigation and Landscape Supply, Inc., for Irrigation Supplies
   Move City Council approve Agreement No. CS0-670-4172, Amendment No. 1, with Ewing Irrigation and Landscape Supply, Inc., for irrigation supplies, in an amount not to exceed $350,000, for one year, April 1, 2021, through March 31, 2022.

8. Replat, PLT20-0031, Chandler Crossing Amended
   Move City Council approve Replat PLT20-0031, Chandler Crossing, located at the northeast corner of Arizona Avenue and Chandler Heights Road, Amended as recommended by Development Services Staff.

9. Adoption of Resolution No. 5432, Introduction of Ordinance No. 4954, Preliminary Development Plan, and Preliminary Plat Approval, PLH20-0066/PLH20-0028/PLT20-0032 Hudson Crossings
   Area Plan

Move City Council adopt Resolution No. 5432 Chandler Airpark Area Plan amendment, PLH20-0066, located east of the northeast corner of McQueen Road and the Loop 202 Santan Freeway as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No.4954 approving PLH20-0028 Hudson Crossings, Rezoning from PAD multi-family to PAD single family for a single family development, located east of the northeast corner of McQueen Road and the Loop 202 Santan Freeway subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH20-0028 Hudson Crossings for subdivision layout and building architecture, located east of the northeast corner of McQueen Road and the Loop 202 Santan Freeway subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT20-0032 Hudson Crossings, located east of the northeast corner of McQueen Road and the Loop 202 Santan Freeway subject to the condition recommended by Planning and Zoning Commission.

10. Preliminary Plat, PLT20-0029/ and Final Plat, PLT20-0030 Lotus Project

Move City Council approve Preliminary Plat, PLT20-0029 and Final Plat, PLT20-0030 Lotus Project located at the southwest corner of Roosevelt Avenue and Frye Road (north side of the Loop 202 Santan Freeway and approximately 1/4 of a mile west of Kyrene Road) as recommended by Planning and Zoning Commission and Planning staff.

11. Adoption of Resolution No. 5433, Introduction of Ordinance No. 4955, and Preliminary Development Plan, PLH20-0047/PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion

Area Plan

Move City Council adopt Resolution No.5433 Downtown Ocotillo Area Plan amendment, PLH20-0047, located east of the southeast corner of Queen Creek and Price roads as recommended by the Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 4955 approving PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion, Rezoning from Planned Area Development for Medium Density Residential (PAD/MF-1) to PAD for Commercial, located east of the southeast corner of Queen Creek and Price roads subject to the conditions as recommended by the Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion for site layout and building architecture, located east of the southeast corner of Queen Creek and Price roads subject to the conditions as recommended by the Planning and Zoning Commission.

12. Introduction and Tentative Adoption of Ordinance No. 4959, PLH20-0049 1st Pet Veterinary Centers

Move City Council introduce and tentatively adopt Ordinance No. 4959 approving PLH20-0049 1st Pet Veterinary Centers, Rezoning from Planned Area Development (PAD) to Planned Area Development Amended, adding veterinary clinic and like uses, located at 1257 W. Warner Road (West of the

Southwest corner of Alma School and Warner Roads), subject to the conditions as recommended by the Planning and Zoning Commission.

13. Introduction of Ordinance No. 4958, Preliminary Development Plan and Preliminary Plat, PLH19-0063/PLT19-0055 Elux at McQueen
Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 4958 approving PLH19-0063 Elux at McQueen, Rezoning from AG-1 to PAD for multi-family residential located at the southeast corner of McQueen Road and the Loop 202 Santan Freeway, subject to the conditions as recommended by the Planning and Zoning Commission.
Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH19-0063 Elux at McQueen for site layout and building architecture located at the southeast corner of McQueen Road and the Loop 202 Santan Freeway, subject to the conditions as recommended by the Planning and Zoning Commission.
Preliminary Plat
Move City Council approve Preliminary Plat PLT19-0055 Elux at McQueen located at the southeast corner of McQueen Road and the Loop 202 Santan Freeway, subject to the condition recommended by the Planning and Zoning Commission.

14. Preliminary Plat, PLT20-0033 Queen Creek Commerce Center
Move City Council approve Preliminary Plat PLT20-0033 Queen Creek Commerce Center located at the southwest corner of Queen Creek Road and Hamilton Street, as recommended by Planning and Zoning Commission.

15. Purchase of Cisco Smartnet
Move City Council approve the utilization of 1GPA's Contract No. 16-11PV-05, for the purchase of Cisco Smartnet, from NTT America Solutions, Inc., in the amount of $123,971.

16. Agreement No. IT9-208-4034, Amendment No. 1, with CCG Systems, Inc., dba FASTER Asset Solutions for the Fleet Management System
Move that City Council approve Agreement No. IT9-208-4034, Amendment No.1, with CCG Systems Inc., dba FASTER Asset Solutions, for the fleet management system, in the amount of $93,352, for the period of one year, beginning September 30, 2020, through September 29, 2021.

17. Claims Report for the Quarter Ending December 31, 2020
Move to accept the claims report for the quarter ending December 31, 2020, which is on file in the City Clerk s office.

18. New License Series 10, Beer and Wine Store Liquor License application, for Quiktrip Corporation, dba Quiktrip #450
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 126582, a Series 10, Beer and Wine Store, for Perry Charles Huellmantel, Agent, Quiktrip Corporation, dba Quiktrip #450, located at 175 N. McQueen Road, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 300221 L10.

19. License Series 10, Beer and Wine Store Liquor License application, for MRK Family LLC, dba 7-Eleven #27215E

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job no.125538, Series 10, Beer and Wine Store Liquor License, for Myo Aung Yacoob, Agent, MRK Family LLC, dba 7-Eleven #27215E, located at 2025 W. Warner Road, and approval of the City of Chandler Series 10, Beer and Wine Store Liquor License No. 300274 L10.

20. New License Series 12, Restaurant Liquor License application, for AZPG Ray LLC, dba AZ Pho and Grill
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 128161, a Series 12, Restaurant Liquor License, for Thanh Trang Nguyen, Agent, AZPG Ray LLC, dba AZ Pho and Grill, located at 885 N. 54th Street, Suite 5, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 300264 L12.

21. Agreement No. PD8-968-3913, Amendment No. 2, with ACT Towing, LLC, dba All City Towing, for Police Towing
Move City Council approve Agreement No. PD8-968-3913, Amendment No. 2, with ACT Towing dba All City Towing, for police towing, for the period of January 1, 2021, through December 31, 2022

22. Agreement No. PW0-745-4183, Amendment No. 1, with M.R. Tanner Development and Construction, Inc., for Street Repaving, Surface Seals, and Repair Services
Move City Council approve Agreement No. PW0-745-4183, Amendment No. 1, with M.R. Tanner Development and Construction, Inc., for street repaving, surface seals, and repair services, in an amount not to exceed $7,600,000, for a one-year term, May 1, 2021, through April 30, 2022.

23. Purchase of Hot Mix Asphalt Materials
Move City Council approve the purchase of hot mix asphalt materials from Vulcan Materials Company, utilizing City of Tempe Contract No. T19-143-01, in an amount not to exceed $150,000.

24. Introduction of Ordinance No. 4953 Granting an Irrigation Easement to Salt River Project Agricultural Improvement and Power District
Move City Council introduce and tentatively adopt Ordinance No. 4953 granting an irrigation easement to Salt River Project Agricultural Improvement and Power District at the northwest corner of Arizona Avenue and Queen Creek Road, at no cost, to formalize an existing United States Government undefined irrigation easement at this location.

25. Introduction of Ordinance No. 4956 Granting Three (3) Irrigation Easements to Roosevelt Water Conservation District
Move City Council introduce and tentatively adopt Ordinance No. 4956 granting three (3) irrigation easements to the Roosevelt Water Conservation District (RWCD) within portions of Chandler Heights Road on either side of the Cooper Road intersection, at no cost, to accommodate the Cooper Road Improvement Project, from Alamosa Drive to Riggs Road.

26. Purchase of an XBroom Street Sweeper
Move City Council approve the purchase of an XBroom Street Sweeper from Nescon, LLC, utilizing Maricopa County Contract No. 190170-S, in the amount of $293,185.26.

27. Introduction of Ordinance No. 4948 Adopting Updated Versions of Previously Adopted Public Works Design and Construction Standards

Move City Council introduce and tentatively adopt Ordinance No. 4948 adopting updated versions of previously adopted Public Works design and construction standards and amending Chapter 43, Section 43-5, Subsections 43-4.5.A, 43-4.5.B, 43-4.5.C, 43-4.5.D, 43-4.5.E, 43-4.5.G, and 43-4.5.I of the Code of the City of Chandler, relating to the adoption of these updated design and construction standards.

INFORMATIONAL

28. Regular Meeting Minutes of the November 18, 2020, Planning and Zoning Commission

29. Study Session Minutes of the November 18, 2020, Planning and Zoning Commission Meeting

ADJOURNMENT: The meeting adjourned at 6:25 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: February 11, 2021

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the City Council of Chandler, Arizona, held on the 25th day of January 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of February, 2021.

_____
City Clerk

unofficial

CHANDLER arizona

CITY OF CHANDLER COUNCIL MEETING MINUTES
Regular Meeting
Thursday, January 28, 2021

MINUTES OF THE REGULAR MEETING OF THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, held in the City of Chandler Council Chambers, 88 E. Chicago St., Chandler, Arizona, on Thursday, January 28, 2021.

THE MEETING WAS CALLED TO ORDER BY VICE MAYOR MARK STEWART AT 6:00 P.M.

The following members answered roll call:

*Kevin Hartke	Mayor
René Lopez	Vice Mayor
Mark Stewart	Councilmember
OD Harris	Councilmember
Christine Ellis	Councilmember
Terry Roe	Councilmember
Matt Orlando	Councilmember

*Mayor Hartke attended the meeting telephonically.

Also in attendance:	Marsha Reed	City Manager
	Debra Stapleton	Assistant City Manager
	Kelly Schwab	City Attorney
	Dana DeLong	City Clerk

INVOCATION: The invocation was given by Pratibha Somaiya, Bhaktivedanta Cultural Center.

PLEDGE OF ALLEGIANCE: Councilmember Ellis led the Pledge of Allegiance.

SCHEDULED PUBLIC APPEARANCES:

1. Citizen Bond Exploratory Committee Update Chairman Boyd Dunn

BOYD DUNN, Citizen Bond Exploratory Committee Chairman, congratulated Councilmembers Ellis and Councilmember Harris on beginning their term on Council. Chairman Dunn said Citizen Bond Exploratory Committee and Subcommittees were formed by Council the previous year regarding a possible bond election to address City infrastructure needs. The last bond authorization occurred 13 years ago and the Council at the time appointed 38 citizens on six committees to make recommendations on 10 separate authorizations. Chairman Dunn said this time Council increased that number to 49 citizens serving on eight committees to provide recommendations. Chairman Dunn said the Committee and Subcommittees have worked very well. CHAIRMAN DUNN presented the following Power Point presentation.

- Citizen Bond Exploratory Committee

  - Steering Committee and Subcommittees have met nearly 60 times since beginning in August
  - Great attendance, enthusiasm and participation from all 49 members
  - City planning and studies completed recently have offered valuable information for committee members
  - City staff supported Citizen Bond Exploratory Committee by offering information, explaining operational needs, making presentations and addressing questions
- Citizen Bond Exploratory Committee
  - Staff began the public education process in November to inform residents about the work of the bond committee
  - Encouraged comments to be submitted through the City s website
  - Meeting agendas, copies of presentations, and meeting minutes are all available for residents to view on the City s website at chandleraz.gov/bondelection
- Citizen Bond Exploratory Committee
  - All Subcommittees submitted recommendations in November and December
  - Finance Subcommittee and Steering Committee are been working to evaluate all recommendations
  - Working towards final proposal to city Council that would not increase property taxes for either the primary or secondary rates
  - Proposed projects must fit within capital funding and needed ongoing operations and maintenance projections
- Citizen Bond Exploratory Committee
  - Steering Committee reviewed funding options for all projects
  - In depth discussions on types of projects typically supported by voters
  - Reviewed successes and failures of other Valley Cities and their bond elections
  - Received presentations from City s Financial Advisor, Bill Davis from Piper Sandler and the City s Bond Council, Tim Stratton from Gust Rosenfeld
- Citizen Bond Exploratory Committee
  - On December 18, 2020 the Steering Committee unanimously voted to not include Utilities as a question in the upcoming bond election
    - Historically ETRO Bonds are used to fund utility projects
  - On January 15, 2021 the Steering Committee unanimously voted to not include Airport or Information Technology as questions in the upcoming bond election
    - Projects from these areas will be funded with either remaining bond authorization, cash, or a future bond election
- Citizen Bond Exploratory Committee
  - Next Steps
    - Steering Committee will vote to approve the bond questions as presented by Bond Council
    - Plan to present all project details with Final Report to City Council on February 25, 2021
    - Steering Committee will provide a final executive summary to the City Council in February 2021 for consideration of potential projects that could be funded through a future bond election

COUNCILMEMBER ORLANDO asked how many citizens have submitted comments to the Committee.

CHAIRMAN DUNN said he did not have an exact number from the website, but there were participants in the audience including former Councilmembers. Chairman Dunn said there were some key areas that citizens have recommended as well as improvements for existing amenities.

COUNCILMEMBER ORLANDO asked if there were any items that fell off the list.

CHAIRMAN DUNN said there was a request to build a detention center for Chandler, but there would be significant operational cost.

DAWN LANG, Management Services Director, said it would be $3.3 million in ongoing cost.

CHAIRMAN DUNN said they looked closely at the partnership with the Gilbert facility, which seems to be going well. Chairman Dunn said they found it would be more important to expand the lab facility and could potentially serve communities outside of Chandler as well. Chairman Dunn said they did not want to present any items to Council that would require an increase in property tax.

COUNCILMEMBER ORLANDO asked if the items they chose not to go forward with would be included in the report.

CHAIRMAN DUNN said yes, and they would have explanations as to why projects were chosen or not.

COUNCILMEMBER ORLANDO asked if the Airport and Information Technology projects would also be included in the report.

CHAIRMAN DUNN said yes, it would be explained in the report.

COUNCILMEMER ORLANDO thanked Chairman Dunn for his service as Chairman.

COUNCILMEMBER HARRIS thanked Chairman Dunn for his work as Chairman and taking the time to determine projects that would be best for Chandler.

CHAIRMAN DUNN said it had been a pleasure serving and that the last bond authorization was done when he was Mayor, and he said this was important for the City. Chairman Dunn said the Committee has been very excited to serve.

VICE MAYOR STEWART asked what the next steps would be.

CHAIRMAN DUNN said he would come back to Council in February, and the Committee is currently working on their final report for Council.

CONSENT AGENDA DISCUSSION
None.

CONSENT AGENDA MOTION AND VOTE

COUNCILMEMBER ORLANDO MOVED TO APPROVE THE CONSENT AGENDA OF THE JANUARY 28, 2021, CITY COUNCIL MEETING, WITH THE EXCEPTION OF ITEM NO. 13 WHICH WOULD BE CONTINUED TO THE FEBRUARY 25, 2021, COUNCIL MEETING; SECONDED BY COUNCILMEMBER LOPEZ.

MOTION TO APPROVE THE CONSENT AGENDA CARRIED UNANIMOUSLY (7-0).

CONSENT AGENDA ITEMS

1. January 2021 Council Minutes
Move to approve the Council meeting minutes of the Regular Meeting of January 14, 2021 and the Special Meeting of January 14, 2021.

2. Board and Commission Appointments.
Move City Council approve the appointments to the Historic Preservation Commission.

BACKGROUND FROM COUNCIL MEMO:
Historic Preservation Commission
Appoint Cheryl Bell
Appoint Erika Finbraaten
Appoint Kevin Weight

3. Purchase of Fitness Equipment for Tumbleweed Recreation Center
Move City Council approve the purchase of fitness equipment, from Life Fitness, LLC, utilizing Sourcewell Contract No. 081120-LFF, in the amount of $94,838.42.

BACKGROUND FROM COUNCIL MEMO
Twelve pieces of cardio equipment are being purchased at Tumbleweed Recreation Center (TRC) as recommended in the cardio and strength equipment replacement plan. The pieces of equipment being purchased include five treadmills, three power mills, two upper body ADA pieces, and two zero impact running motion machines. The pieces of equipment being purchased are a part of the Life Fitness, Octane Fitness, and SciFit cardio commercial series. The new pieces equipment will replace models that have high usage hours and require frequent repairs. The TRC will also receive a trade-in credit of $6,700 for the twelve pieces of equipment that are being replaced. The expected delivery date is early April 2021.

4. Professional Services Agreement with Environmental Planning Group, LLC, for Lantana Ranch Park Phase I Improvements Post Design Services
Move City Council award Professional Services Agreement No. PR1905.270 to Environmental Planning Group, LLC, for the Lantana Ranch Park Phase I Improvements Post-Design Services, in an amount not to exceed $38,184.

BACKGROUND FROM COUNCIL MEMO
This project is for Phase I improvements to Lantana Ranch Park, located at the southeast corner of Queen Creek and McQueen roads to provide open space turf areas, lighted multi-use courts, shaded aviation-themed playground, outdoor fitness equipment, lighted walkways, and park amenities. The project scope of work includes any design clarifications or modifications with the designer of record for seamless and continued coordination with utilities, other agencies, bidders, the contractor and the construction management firm before and during construction of this project. The scope also includes

attendance at construction meetings, review of shop drawings and submittals, environmental services, and preparation of final as-built drawings. The contract completion time is 180 calendar days following Notice to Proceed.

A related Construction Contract with Nickle Contracting, LLC, and a related Professional Services Agreement with Dibble CM, LLC, for the Lantana Ranch Park Phase I Improvements, are also scheduled for this City Council meeting.

5. Construction Contract No. PR1905.401 with Nickle Contracting, LLC, for Lantana Ranch Park Phase I Improvements

Move City Council award Construction Contract No. PR1905.401 to Nickle Contracting, LLC, for the Lantana Ranch Park Phase I Improvements, in an amount not to exceed $3,372,663.20.

BACKGROUND FROM COUNCIL MEMO

On January 30, 2020, Community Services Department staff facilitated a public meeting to receive input from Chandler citizens regarding the design of the park. On November 17, 2020, staff conducted a follow-up meeting with the Lantana Ranch Home Owners Association to discuss parking options for the new park. On March 3, 2020, the City's Parks and Recreation Board unanimously approved the conceptual design for the park. All feedback received during the public outreach process has been supportive of the new park design. This project is for Phase I improvements to Lantana Ranch Park, located at the southeast corner of Queen Creek and McQueen roads, to provide open space turf areas, lighted multi-use courts, shaded aviation-themed playground, outdoor fitness equipment, lighted walkways, and park amenities.

The project scope of work consists of construction of removals, grading, concrete sidewalks, curbing, gutters, storm drainage, lighting, fencing, irrigation, trees, shrubs, turf, signage, playground surface and equipment, exercise equipment, multi-court surfaces and equipment, and other park amenities, including seating, trash receptacles, bike racks, dog waste stations, picnic tables, ramada, drinking fountain, and flagpole. The construction contract time is 150 calendar days following Notice to Proceed.

A related Professional Services Agreement with Dibble CM, LLC, and a related Professional Services Agreement with Environmental Planning Group, LLC, for the Lantana Ranch Park Phase I Improvements, are also scheduled for this City Council meeting.

6. Professional Services Agreement with Dibble CM, LLC, for Lantana Ranch Park Phase I Improvements Construction Management Services

Move City Council award Professional Services Agreement No. PR1905.451 to Dibble CM, LLC, for the Lantana Ranch Park Phase I Improvements Construction Management Services, in an amount not to exceed $169,150.

BACKGROUND FROM COUNCIL MEMO

This project is for Phase I improvements to Lantana Ranch Park, located at the southeast corner of Queen Creek and McQueen roads to provide open space turf areas, lighted multi-use courts, shaded aviation-themed playground, outdoor fitness equipment, lighted walkways, and park amenities. The project scope of work includes pre-construction assistance, contractor oversight, construction administration, construction inspection, utility coordination, schedule review, review of progress payments, response to shop drawings and submittals for design compliance, materials testing quality

assurance, and project close-out. The contract completion time is 210 calendar days following Notice to Proceed.

A related Construction Contract with Nickle Contracting, LLC, and a related Professional Services Agreement with Environmental Planning Group, LLC, for the Lantana Ranch Park Phase I Improvements, are also scheduled for this City Council meeting.

7. Agreement No. CS0-670-4172, Amendment No. 1, with Ewing Irrigation and Landscape Supply, Inc., for Irrigation Supplies

Move City Council approve Agreement No. CS0-670-4172, Amendment No. 1, with Ewing Irrigation and Landscape Supply, Inc., for irrigation supplies, in an amount not to exceed $350,000, for one year, April 1, 2021, through March 31, 2022.

BACKGROUND FROM COUNCIL MEMO

Since 1990, the Parks Division has utilized a centralized irrigation system to control area lighting and irrigation in Chandler parks. The existing system is 30 years old and has become unreliable with frequent communication problems and component failures. It is also becoming difficult to find parts or obtain support for the existing system.

The Parks Division's goal is to convert all the old controllers to a new system within two years. Last year, Baseline irrigation equipment was installed at 23 parks. The new system offers several advantages over the existing, outdated system. The new technology focuses on conserving water and provides cloud storage services. This feature allows staff to access the system from anywhere through a phone, tablet, or desktop. Baseline also has several local representatives, which will reduce the lead time on parts and service. The cities of Scottsdale and Avondale and the Town of Gilbert have also converted over to the Baseline system.

This contract will allow staff to purchase Baseline irrigation equipment for the remaining parks that have the old irrigation system. Attached is a map showing the locations where the new equipment will be installed.

8. Replat, PLT20-0031, Chandler Crossing Amended

Move City Council approve Replat PLT20-0031, Chandler Crossing, located at the northeast corner of Arizona Avenue and Chandler Heights Road, Amended as recommended by Development Services Staff.

BACKGROUND FROM COUNCIL MEMO

16.27 acre commercial site with 4 lots. Zoned PAD. The previously approved plat created four commercial lots. This replat makes minor adjustments to several lot lines, affecting a total of four lots. The site has already been developed and no lots are being added or removed.

9. Adoption of Resolution No. 5432, Introduction of Ordinance No. 4954, Preliminary Development Plan, and Preliminary Plat Approval, PLH20-0066/PLH20-0028/PLT20-0032 Hudson Crossings

Area Plan

Move City Council adopt Resolution No. 5432 Chandler Airpark Area Plan amendment, PLH20-0066, located east of the northeast corner of McQueen Road and the Loop 202 Santan Freeway as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No.4954 approving PLH20-0028 Hudson Crossings, Rezoning from PAD multi-family to PAD single family for a single family development, located east of the northeast corner of McQueen Road and the Loop 202 Santan Freeway subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH20-0028 Hudson Crossings for subdivision layout and building architecture, located east of the northeast corner of McQueen Road and the Loop 202 Santan Freeway subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT20-0032 Hudson Crossings, located east of the northeast corner of McQueen Road and the Loop 202 Santan Freeway subject to the condition recommended by Planning and Zoning Commission.

BACKGROUND FROM COUNCIL MEMO

Site is approximately 6.39 net acres. Site was zoned in 2007 as Planned Area Development (PAD) for multi-family (MF-3 standards), along with Area Plan Amendment on two acres of the 6.39 acre site from Special Use Commercial to High Density Residential 2007 approval included a stipulation requiring Preliminary Development Plan approval that was never submitted

Surrounding Land Use Data

North	Willis Rd. then City Water Treatment Facility	South	Loop 202 Santan Freeway
East	Consolidated Canal	West	Single family residential (under construction)

General Plan and Area Plan Designations

	Existing	Proposed
General Plan	Neighborhoods	No change
(Chandler Airpark Area Plan (CAAP)	High Density Residential (12.1- 18 du/ac)	Low-Medium Density Residential (3.6-8 du/ac)

Proposed Development

	Gated single family subdivision
# of Lots	43 single family lots
Density	6.73 dwelling units per acre
Building Setbacks (min.)	Front - 10 ft. to livable, 20 ft. to garage Sides - 5 ft. Rear - 20 ft. to livable, 10 ft. to patio (plans 3 and 4)
Lot Size	Min. 3,200 sq. ft., 40 ft. by 80 ft.
Lot Coverage (max.)	55 percent
Building Height (max.)	30 ft. to midpoint of peak
Building Architecture	Desert Contemporary, Modern Spanish, Mid-Century, Modern Prairie

Parking Spaces	Two car garages per home 11 visitor parking spaces
Amenities	Airport-themed tot lot and ramada

Review and Recommendation
Planning staff finds the proposal is consistent with the General Plan designation of Neighborhoods and the proposed amendment to the Chandler Airpark Area Plan. The proposed density of 6.73 du/acre is lower than the existing site's multi-family zoning, which permits a density of up to 18 du/acre. The proposed density is also compatible with the 35 lot single family subdivision, located to the west, which is being developed at a density of 5.83 du/acre.

The subdivision is proposed as a gated community with unique site constraints including single vehicular access to an arterial road (McQueen Road) and located at the termination of a dead-end street (Willis Road). Due to the infill nature of the site, the Residential Development Standards (RDS) for subdivision layout are not applicable. However, the RDS guidelines remain applicable to the architectural design of the homes. The proposed single family residential subdivision meets the intent of development standards and residential design guidelines.

Staff finds the proposal to be consistent with the goals of the General Plan and the CAAP, as amended, and recommends approval subject to conditions.

Traffic Analysis
A Traffic Impact Study is not required for this size of residential development, as it is expected to generate less than 100 trips in an hour. Transportation Engineering staff reviewed and confirmed that both McQueen Road and Wills Road have ample capacity to accommodate the additional traffic generated by this proposed development.

Public / Neighborhood Notification
This request was noticed in accordance with the requirements of the Chandler Zoning Code. A virtual neighborhood meeting was held on October 28, 2020. Two residents attended virtually and asked questions regarding construction of a sound wall and vehicular turns from Willis Rd. onto McQueen Rd. and heading west on the Loop 202 Santan Freeway. No opposition to the project was stated. As of writing this memo, Planning staff is not aware of opposition to the request.

Airport Commission Conflict Evaluation
Airport Commission meeting November 18, 2020.
Motion to find a conflict with existing or planned airport operations.
In Favor: 5 Opposed: 0 Absent: 2 (Siegel, Kruse)

The Airport Commission reviewed the request in accordance with the Airport Conflicts Evaluation Process. The Airport Planning Administrator has issued a conflict evaluation report indicating that the Airport Commission determined that the proposed development does constitute a conflict with existing or planned airport operations. A copy of the report detailing the Airport Commission's findings is attached to this memo. The Airport Commission's recommended mitigation measures to address the operational conflicts are included as zoning stipulations.

Planning and Zoning Commission Vote Report
Planning and Zoning Commission meeting January 6, 2021.
Motion to Approve.
In Favor: 6 Opposed: 0 Absent: 1 (Heumann)

Recommended Conditions of Approval
Rezoning
Planning and Zoning Commission recommends the City Council approve rezoning from PAD multi-family to PAD single family, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Hudson Crossings" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0028, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
4. Minimum setbacks shall be as provided below and further detailed in the Development Booklet:

Front Building Setback (min.)	10 feet to livable, 20 feet to garage
Side Building Setback (min.)	5 feet
Rear Building Setback (min.)	20 feet to livable, 10 feet to patio (plans 3 and 4)

5. The following stipulations shall be the responsibilities of the sub-divider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler:
    a. Prior to any lot reservation or purchase agreement, any and all prospective homebuyers shall be given a separate disclosure statement, for their signature, fully acknowledging that this subdivision lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this subdivision to the Chandler Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property.
    b. The subdivider/homebuilder/developer shall also display, in a conspicuous place within the sales office, a map illustrating the location of the subdivision within the Airport Impact Overlay District, as well as the noise contours and overflight patterns, as identified and depicted in the document entitled Chandler Municipal Airport, F. A. R. Part 150, Noise Compatibility Study, Noise Compatibility Program, Exhibit 6A (Potential Airport Influence Area), as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98). Such map shall be a minimum size of 24" x 36".
    c. Compliance with this condition shall be demonstrated by the subdivider/homebuilder/developer by submittal of a signed affidavit and photograph that acknowledges this disclosure and map display prior to beginning any sales activity. Failure to comply with this condition will result in revocation of the Administrative Use Permit for the temporary sales office. All requirements as set forth in this condition are the obligation of the subdivider/homebuilder/developer and shall not be construed as a guarantee of disclosure by

the City of Chandler.

d. The above referenced information shall also be included within the Subdivision Public Report to be filed with the State of Arizona Department of Real Estate, as required by Arizona Revised Statute 28-8486 and Arizona Revised Statute 28-8464.
e. The subdivider/homebuilder/developer shall provide the City with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.
f. All homes and buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.
g. The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and overflight activity, and is encumbered by an avigational easement to the City of Chandler."

6. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a heliport at the Chandler Municipal Airport that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a heliport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the subdivider/homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.
7. The development shall provide sound attenuation measures in accordance with ADOT standard details and requirements excepting any decibel reductions or sound attenuation credits for the use of a rubberized asphalt paving surface. Any noise mitigation, if required, is the responsibility of the development.
8. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a City of Chandler wastewater treatment facility that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a wastewater treatment facility, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.
9. Homebuilder will advise all prospective homebuyers of the information on future City facilities contained in the City Facilities map found at www.chandleraz.gov/infomap, or available from the City's Communication and Public Affairs Department. The homebuilder shall post a copy of the City Facilities map in the sales office showing the location of future and existing City facilities.

Preliminary Development Plan

Planning and Zoning Commission recommends City Council approve the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Hudson Crossings" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0028, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. The site shall be maintained in a clean and orderly manner.
3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
4. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
5. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.
6. The covenants, conditions and restrictions (CC & R's) to be filed and recorded with the subdivision shall mandate the installation of front yard landscaping within 180 days from the date of occupancy with the homeowners' association responsible for monitoring and enforcement of this requirement.
7. The same elevation style and color scheme combination shall not be built adjacent to or directly across the street from one another.
8. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.
9. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.
10. At least one roadway-style sign shall be installed in a prominent location identifying the presence of low flying aircraft.
11. The roadway easement located north of Lots 34-43 shall be improved with a decomposed granite drive, a paved sidewalk and landscaping.

Preliminary Plat

Planning and Zoning Commission recommends the City Council approve the Preliminary Plat, subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

10. Preliminary Plat, PLT20-0029/ and Final Plat, PLT20-0030 Lotus Project

Move City Council approve Preliminary Plat, PLT20-0029 and Final Plat, PLT20-0030 Lotus Project located at the southwest corner of Roosevelt Avenue and Frye Road (north side of the Loop 202 Santan Freeway and approximately 1/4 of a mile west of Kyrene Road) as recommended by Planning and Zoning Commission and Planning staff.

BACKGROUND FROM COUNCIL MEMO:

Site is 53.33 acres in size. Zoned Planned Area Development District (PAD) for Light Industrial in 2018. Four flex industrial buildings were built under Phase I and three additional buildings will be built for Phase II.

All four existing buildings in Phase I and the undeveloped area for Phase II are located on one parcel. The current property owner is seeking to divide the parcel into seven (7) separate lots, one for each building, to be sold and owned individually. The preliminary plat and final plat outline the lots, tracts, easements, and rights-of-way to be conveyed or dedicated as part of developing the site in substantial conformance with the Council-approved rezoning. The City Council approved the zoning on April 12, 2018.

Planning and Zoning Commission Vote Report
Planning and Zoning Commission meeting January 6, 2020.
Motion to Approve.
In Favor: 6 Opposed: 0 Absent: 1 (Heumann)

Recommended Conditions of Approval
Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

11. Adoption of Resolution No. 5433, Introduction of Ordinance No. 4955, and Preliminary Development Plan, PLH20-0047/PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion

Area Plan

Move City Council adopt Resolution No.5433 Downtown Ocotillo Area Plan amendment, PLH20-0047, located east of the southeast corner of Queen Creek and Price roads as recommended by the Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 4955 approving PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion, Rezoning from Planned Area Development for Medium Density Residential (PAD/MF-1) to PAD for Commercial, located east of the southeast corner of Queen Creek and Price roads subject to the conditions as recommended by the Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion for site layout and building architecture, located east of the southeast corner of Queen Creek and Price roads subject to the conditions as recommended by the Planning and Zoning Commission.

BACKGROUND FROM COUNCIL MEMO:
The proposed modifications cover an area of approximately 0.61 acres. Downtown Ocotillo Area. Plan and zoning approved by City Council on February 22, 2007. Residence Inn zoned as part of the larger Downtown Ocotillo development. Valerio at Ocotillo rezoned to PAD/MF-1 in 2018. Downtown Ocotillo includes a mix of uses including retail, restaurant, a four-story residential condominium, and a four-story hotel

Surrounding Land Use Data:

North	Agriculture (proposed office)	South	Lake then Multi-family and office

East	Commercial retail and multi-family	West	Lake then office

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Employment	No change
Downtown Ocotillo Area Plan	Multi-family Residential (.61 acres)	Commercial (.61 acres)

Proposed Development

Valerio at Ocotillo	Existing/Approved	Proposed
Site Area	5.2 acres	4.59 acres
# of Units	32	26
Density	6.15 du/acre	5.66 du/acre
Visitor parking	8 spaces	9 spaces

Residence Inn	Existing	Proposed
Site Area	4.27 acres	4.88 acres
Building Area	107,025 sq. ft.	147,780 sq. ft.
Units/rooms	142	201
Height	59 feet 6 inches top of parapet	60 feet 2 inches top of parapet
Parking Required	142 spaces	201 spaces
Parking Provided	152 spaces	186 spaces
Setback to residential	85 feet required	30 feet

Review and Recommendation
Planning staff finds the proposal is consistent with the General Plan and the Downtown Ocotillo Area Plan. The proposed modifications to .61 acres of each site and the hotel expansion are compatible with the overall Downtown Ocotillo Master Planned development. The proposal complies with applicable residential and commercial development standards. The proposal essentially involves two parts: replacing six lots at Valerio at Ocotillo development (approved as "Ocotillo Patio Villas" in 2018) with parking, and allowing a reduced setback from a new Residence Inn building.

Six residential lots that were located on the southern end of Valerio at Ocotillo will be removed and replaced with additional parking for the new Residence Inn building. The revised property line between the Valerio and Residence Inn developments will be closer to the remaining residential lots. A portion of the site where the six lots are removed will be landscaped and effectively increase common open space for the residential development. A pedestrian gate and pathway from this development to the hotel site is to be maintained per the original approval. To ensure the installation of the gate and pathway, staff recommends this element as a stipulation.

The second component of the request is construction of one additional, four-story hotel building adjacent to the Valerio at Ocotillo development. The new Residence Inn building continues the Santa Barbara architecture style utilizing same color and materials as the existing hotel. Several waivers are requested to reduce parking, reduce the width of the dissimilar land use buffer along the north property line, and remove the parking lot diamond requirement.

The parking reduction is supported as cross-parking/access easements exist throughout Downtown Ocotillo and allow hotel customers to park in the commercial retail lots. The diamonds in the lot are

supported. However, staff recommends that the landscape buffer be increased from five feet to ten feet to allow for sufficient space for plant growth and survival. The date palms existing in the parking lot should either remain or be replaced with date palms to continue the Downtown Ocotillo landscape theme. Staff recommends these revisions as stipulations. Staff finds the proposal to be consistent with the goals of the General Plan and the Downtown Ocotillo Area Plan, as amended, and recommends approval subject to conditions.

Public / Neighborhood Notification
This request was noticed in accordance with the requirements of the Chandler Zoning Code. A Neighborhood Meeting sign was posted on the site. A virtual neighborhood meeting was held on November 19, 2020. Two residents registered for the event virtually and asked questions regarding traffic, parking, hotel amenities and construction timing. No opposition to the request was voiced. Positive feedback to the applicant was given by the attendees. Planning staff received one phone call asking about the number of total rooms and parking proposed for the hotel expansion. There is no known opposition to the request.

Planning and Zoning Commission Vote Report
Planning and Zoning Commission meeting January 6, 2021.
Motion to Approve.
In Favor: 6 Opposed: 0 Absent: 1 (Heumann)

Recommended Conditions of Approval
Rezoning
Planning and Zoning Commission recommends the City Council approve rezoning from Planned Area Development for Medium Density Residential (PAD/MF-1) to PAD for Commercial, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Valerio at Ocotillo and Residence Inn Expansion" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0048, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. The minimum building setback for the hotel building shall be no less than 30 ft. from the north property line.

Preliminary Development Plan
Planning and Zoning Commission recommends the City Council approve the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Valerio at Ocotillo and Residence Inn Expansion" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0048, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. The site shall be maintained in a clean and orderly manner.
3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
4. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

5. A pedestrian pathway and pedestrian gate shall be installed along the common property line to connect the multi-family development and hotel development allowing for shared parking and pedestrian access for multi-family guests.
6. The landscape strip along the north property line of the hotel shall be no less than ten feet in width.
7. Existing date palms located within the parking lot shall be maintained or replaced with new date palms.
8. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

12. Introduction and Tentative Adoption of Ordinance No. 4959, PLH20-0049 1st Pet Veterinary Centers

Move City Council introduce and tentatively adopt Ordinance No. 4959 approving PLH20-0049 1st Pet Veterinary Centers, Rezoning from Planned Area Development (PAD) to Planned Area Development Amended, adding veterinary clinic and like uses, located at 1257 W. Warner Road (West of the Southwest corner of Alma School and Warner Roads), subject to the conditions as recommended by the Planning and Zoning Commission.

BACKGROUND FROM COUNCIL MEMO:
Site was rezoned from Neighborhood Commercial (C-1) to Planned Commercial Office (PCO) in 1980. Site was rezoned again from Planned Commercial Office (PCO) to Planned Area Development (PAD) for PCO uses along with Preliminary Development Plan (PDP) for signage in 2016 to allow more flexibility with signage. The applicant currently operates a veterinary clinic on the adjacent parcel and seeks to expand to the subject site.

Surrounding Land Use Data

North	Warner Rd., Single-family Residential - College Park	South	Single-family residential - Comanche Court
East	Veterinary Clinic (1st Pet Veterinary Centers)	West	Single-family residential - Brooks Crossing

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	Neighborhoods

Proposed Development

Unit and Lot Size	Lot size: 1.23 acres Building A (existing): 5,349.5 Square feet Building B (existing): 5,359.5 Square feet
Parking Required	72
Parking Provided	75

Review and Recommendation

In 1980, The Warner Professional Center (subject site) was originally envisioned as a 6-acre office center. The site did not fully develop, leaving only the 1.23 acres it occupies today. In 1994, the adjacent 1.3 acre property to the east that was originally envisioned as an extension to the office center was rezoned from PCO to PAD for an Animal Hospital. Due to no construction after the approval, the property reverted back to PCO in 1995. The applicant returned in 1999 to rezone the adjacent 1.3 acre property to PAD for an Animal Hospital and subsequently developed a 7,500 square foot building. The remainder of the undeveloped office center to the south was rezoned for 12 single family residential lots in June of 1997, now known as Comanche Court neighborhood.

Today, 1st Pet Veterinary Centers, the adjacent business on the 1.3 acre property with the 7,500 square foot animal hospital, is looking to expand its veterinary clinic. The subject property is currently zoned PAD for PCO uses, which does not allow a veterinary clinic by right. Staff finds a veterinary clinic to be compatible with the PCO uses and the veterinary clinic it is adjacent to. The site meets the parking standards for a veterinary clinic. Although the veterinary clinic currently only plans on using building "A", the full site would be able to support a veterinary clinic if it chooses to use building "B" in the future. The site is able to do so by providing 75 parking spots while both buildings together parked at 150 square feet per parking space require only 72 parking spaces. For this reason, staff supports expanding the allowed uses to include veterinary clinics as well as medical and dental offices and similar uses that require the same amount of parking. All equipment, storage of animals and services will be required to be wholly contained within the building. Any outdoor animal uses will require an additional use permit approval from City Council.

Planning staff finds the proposal to be consistent with the goals of the General Plan, and Planning and Zoning Commission recommends approval subject to conditions.

Public / Neighborhood Notification
This request was noticed in accordance with the requirements of the Chandler Land Use and Zoning Code. Due to COVID-19, the applicant hosted the required neighborhood meeting online as a video/phone conference on November 23, 2020 at 6:00pm. There were two participants at the neighborhood meeting. Both participants who live adjacent to the site indicated concerns regarding traffic noise, security lights being visible from the house, and the landscaping that was no longer there which led to the noise being more noticeable. In response, the veterinary clinic is looking into a solution for the light issue and landscaping. Another concern was parking on Comanche Drive. The clinic is hopeful that expanding the current veterinary facility general practice function to the new proposed location will help alleviate parking on Comanche Drive. The final concern was the location of the smoking area being near the adjoining wall of the properties and residents asked if it could be moved. Staff added conditions 2 - 5 to ensure missing landscaping is installed, exterior light sources are not visible, and the smoking area is moved away from residential properties. The applicant is in agreement with all of the conditions. At this time, staff has not received any further questions or complaints regarding the request.

Planning and Zoning Commission Vote Report
Planning and Zoning Commission meeting January 6, 2021.
Motion to Approve.
In Favor: 6 Opposed: 0 Absent: 1 (Heumann)

Recommended Conditions of Approval

Planning staff finds the request is in compliance with the General Plan and the Planning & Zoning Commission recommends approval of Rezoning from PAD to PAD Amended to allow PCO and Veterinary Clinic uses, subject to the following conditions:

1. The following uses shall be permitted: uses permitted in the Planned Commercial Office District, Veterinary Clinic, medical offices, dental offices and like uses.
2. Landscaping shall be in compliance with current Commercial Design Standards.
3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
4. All exterior light sources shall be averted away from adjacent residential properties.
5. The designated outdoor smoking area shall be setback a minimum of fifty (50) feet from adjacent residential properties.
6. Compliance with original conditions adopted by the City Council as Ordinance No. 4723 in case DVR16-0021, except as modified by condition herein.

13. Introduction of Ordinance No. 4958, Preliminary Development Plan and Preliminary Plat, PLH19-0063/PLT19-0055 Elux at McQueen

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 4958 approving PLH19-0063 Elux at McQueen, Rezoning from AG-1 to PAD for multi-family residential located at the southeast corner of McQueen Road and the Loop 202 Santan Freeway, subject to the conditions as recommended by the Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH19-0063 Elux at McQueen for site layout and building architecture located at the southeast corner of McQueen Road and the Loop 202 Santan Freeway, subject to the conditions as recommended by the Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT19-0055 Elux at McQueen located at the southeast corner of McQueen Road and the Loop 202 Santan Freeway, subject to the condition recommended by the Planning and Zoning Commission.

BACKGROUND FROM COUNCIL MEMO:

Approximately 12.87 net acres. Subject site zoned AG-1 and undeveloped. General Plan designates the site as Neighborhoods and within a Growth Area. Chandler Airpark Area Plan (CAAP) designates the site as High Density Residential (HDR) 12.1-18 units per acre (du/ac). Project consist of 162 units totaling 12.59 du/ac

Surrounding Land Use Data

North	Loop 202 Santan Freeway, then single-family residential	South	Single-family residential (6.7 du/ac)
East	Multi-family (17.94 du/ac)	West	McQueen Road, then vacant agricultural

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods & Growth Area	No change
Chandler Airpark Area Plan	High Density Residential (HDR) 12.1-18 du/ac	No change

Prop

osed Development

Proposed Land Use	• Multi-family dwelling units • 162 Units • 12.59 dwelling units per acre (du/ac)	
Building Design	Height	• 17' 6" single-story buildings • 27' 6" two-story buildings; max 30 feet • As measured to top of highest point of roof
	Roof Design and Material	• Gable roofs and flat parapets • Concrete roof tiles
	Façade Materials	• Modern architectural style • Stucco • Tile cladding
	Building Accents	• Four different sizes of tempered glazed windows • Metal trim/fascia • Tile cladding • Canopy at front-door and rear patios
	Building Access	• Direct ground-floor walk-up access to each unit
Site Design & Open Space	• Detached and attached single-family-like rental units • 108 1-story units • 54 2-story units • Private gated yards for each unit, 192-248 sq. ft. typ. • Pool, ramadas, pickle ball court, indoor community gym, dog park, and 1-story club house • 2.88 acres of shared open space • Full signalized access along McQueen Road with secondary access from Senate Street to the east; the development will be gated	
Parking	• 300 parking spaces required • 327 parking spaces provided including private garages, covered and uncovered spaces, and guest parking	

Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan and more specifically consistent with the 1998 Chandler Airpark Area Plan (CAAP) designation of High-Density Residential. Densities up to 18 dwelling units per acre can be considered for properties adjacent to arterial streets, freeways, and/or employment corridors. The subject site abuts the Loop 202 Santan freeway and existing multi-family to the east. The proposed single unit detached and attached units offer a transition between low-medium density single-family residential to the south and the freeway to the north while aligning with the vision of the CAAP. Although the proposal is for multi-family residential, its design and function are similar to single-family residential.

Staff finds the proposal to be consistent with the goals of the General Plan and the CAAP and recommends approval subject to conditions.

Economic Analysis
An economic and fiscal impact analysis was conducted based on project details provided by the applicant and staff assumptions. The analysis determined the project will generate a positive net fiscal impact for the City. Net income to the City resulting from the project is estimated at approximately $843,336 over 10 years. This total includes revenues from property taxes, building permit and plan review fees, transaction privilege tax on construction, real property rental tax, state shared revenues, and local spending by residents.

Traffic Analysis
The applicant for the proposed development has worked with City staff regarding access to the site via McQueen Road. As surrounding properties developed to the east and south, traffic circulation was considered. Senate Street, a public street, was constructed during the development of the Horizon subdivision to the south, allowing full access to the southeast corner of the subject site. The applicant provided a Traffic Impact Analysis (TIA) to the City's Transportation Engineer detailing traffic patterns of the proposed residential. The counts returning to the site via the recommended route (Senate Street) raised concerns about residents making unprotected u-turns at Germann Road or the entry to the Horizon subdivision to access what was previously planned to be a right-in/right-out only access on McQueen Road. The solution for this development and the larger area, including future office uses west of McQueen Road, is signalizing Armstrong Way at McQueen Road. As such, a traffic signal allowing full movement on McQueen Road is proposed and supported by staff in order to reduce traffic on Senate Street and to facilitate traffic circulation for future industrial properties on the west side of McQueen Road. The TIA has been reviewed and accepted by the City's Transportation Engineer.

The proposal exceeds the parking requirements of the City Zoning Code by providing twenty-seven additional spaces. Further, the site layout does not include any tandem parking spaces. Tandem parking spaces may cause a heavier demand to be placed on guest parking spaces by the residents. Avoiding the use of tandem parking spaces further ensures that the number of provided spaces will adequately accommodate the proposed units.

Public / Neighborhood Notification
This request was noticed in accordance with the requirements of the Chandler Land Use and Zoning Code. To comply with CDC social distancing guidelines, the applicant hosted a digital neighborhood meeting via Zoom on September 30, 2020. Five (5) households attended the virtual meeting and had general questions about the proposal and buffer between the multi-family and the existing subdivision to the south. No opposition was expressed. Planning staff has received one phone call from a Horizon resident, whose home fronts Senate Street, with traffic concerns from the proposed development. Staff stated Senate Street was built for access to the subject site and a majority of proposed traffic from the new development will use the McQueen Road entry. As of writing this memo, Planning staff has not received any opposition regarding the request.

Airport Commission Conflict Evaluation
Airport Commission meeting November 18, 2020.
Motion to find conflict with existing or planned airport operations.
In Favor: 5 Opposed: 0 Absent: 2 (Siegel, Kruse)

The Airport Commission reviewed the request in accordance with the Airport Conflicts Evaluation Process. The Airport Planning Administrator has issued a conflicts evaluation report indicating that the Airport Commission determined that the proposed development does constitute a conflict with existing or planned airport operations. A copy of the Airport Planning Administrator's report detailing the Airport Commission's findings is attached to this memo. The Airport Commission's recommended mitigation measures to address the operational conflict are included as stipulations of the rezoning.

Planning and Zoning Commission Vote Report
Planning and Zoning Commission meeting January 6, 2020.
Motion to Approve.
In Favor: 6 Opposed: 0 Absent: 1 (Heumann)

Recommended Conditions of Approval
Rezoning
Planning and Zoning Commission recommends the City Council approve rezoning from AG-1 to PAD multi-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Elux at McQueen" and kept on file in the City of Chandler Planning Division, in File No. PLH19-0063, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. The multi-family apartment manager shall display, in a conspicuous place within the rental office, a map illustrating the location of the development Elux at McQueen in the context of the Chandler Airpark Area Plan. The map shall identify the Airport Impact Overlay District, the noise contours and over flight patterns as depicted in Exhibit 6A in the FAR Part 150 Noise Compatibility Study document as adopted by Chandler City Council (Resolution No. 2590, 11-5-98), and the noise contours as identified in the Chandler Airpark Area Plan. Such map or aerial photo shall be a minimum size of 24" x 36". Compliance with this condition shall be demonstrated by the property owner or multifamily apartment manager submitting to the Zoning Administrator of a signed affidavit and photograph that acknowledges such map is on display prior to beginning any rental activity.
3. Prior to execution of any lease, prospective apartment tenants shall be given written disclosure in their lease and in a separately signed disclosure statement acknowledging that this apartment community is located proximate to the Chandler Municipal Airport that includes a heliport, aircraft engine testing facility, and an aircraft storage facility, that an avigational easement exists on the property, the property lies within the Chandler Municipal Airport Impact Overlay District, and that the property is subject to aircraft noise and over flight activity. The requirement for such disclosure shall be confirmed in an avigation notice covenant that runs with the land and is recorded with the Maricopa County Recorder prior to issuance of the first building permit for this development.
4. The developer shall provide the city with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.
5. Prior to building permit issuance for any structures the developer shall provide a DETERMINATION OF NO HAZARD TO AVIATION approval as issued by the FAA after filing an FAA Form 7460, Notice of Proposed Construction or Alteration.
6. The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District

and is subject to aircraft noise and frequent over flight activity, and is encumbered by an avigational easement to the City of Chandler."

7. All leases at Elux at McQueen shall provide that all questions, concerns, or complaints any tenant may have about the Chandler Municipal Airport or the operation of aircraft landing at, taking off from, or operating at or on Chandler Municipal Airport shall be directed solely to the manager of Elux at McQueen development and not to the Chandler Municipal Airport, the City of Chandler, the FAA, any aircraft owner, or any pilot. All leases shall also provide that it shall be within the sole and absolute discretion of the manager of Elux at McQueen (and not the tenant) to determine (after the manager's due consideration of all airport related acknowledgments and disclosures that are required by the Zoning Stipulations and consideration of all information known to Elux at McQueen's Manager) whether or not, when, and how to communicate any tenants question, concern, or complain to the manager of the Chandler Municipal Airport.
8. All apartment buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.
9. In the event the multi-family residential is platted to allow unit ownership, prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that this subdivision lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this subdivision to the Chandler Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity and other externalities. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot/unit property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby an existing municipal airport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the subdivider/homebuilder/developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.
10. Multi-family dwelling units shall be permitted up to a maximum density of 12.6 dwelling units per acre.
11. The developer shall be responsible for the design and installation of a traffic signal at the intersection of McQueen Road and Armstrong Way during the initial phase of construction.
12. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
13. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.
14. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
15. Minimum setbacks shall be as provided below and further detailed in the development booklet:

Property Line Location	Minimum Building Setback
McQueen Road	50'
North Property Line	10'

East Property Line 10'
South Property Line 35'

Preliminary Development Plan
Planning and Zoning Commission recommends City Council approve the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Elux at McQueen" and kept on file in the City of Chandler Planning Division, in File No. PLH19-0063, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.
2. Landscaping plans (including for open spaces, retention, rights-of-way, and street medians) shall be approved by the Planning Administrator.
3. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.
4. Signage shall substantially be as shown within the submitted Development Booklet and shall follow all applicable criteria of the City of Chandler Sign Code.
5. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.
6. The site shall be maintained in a clean and orderly manner.
7. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
8. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
9. Roadway-style signs shall be installed at multiple locations as depicted in the development booklet that identify the presence of low flying aircraft.

Preliminary Plat
Planning and Zoning Commission recommends the City Council approve the Preliminary Plat, subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

14. Preliminary Plat, PLT20-0033 Queen Creek Commerce Center

Move City Council approve Preliminary Plat PLT20-0033 Queen Creek Commerce Center located at the southwest corner of Queen Creek Road and Hamilton Street, as recommended by Planning and Zoning Commission.

BACKGROUND FROM COUNCIL MEMO:
Subject Site 33.64 acres. Zoned Planned Area Development District (PAD) for office/warehouse/industrial; 2013. Development Services staff are presently reviewing building plans for two flex industrial buildings on the site. The preliminary plat outlines the lots, tracts, easements, and rights-of-way to be conveyed or dedicated as part of developing the site in substantial conformance with the Council-approved rezoning. The zoning was approved by the City Council on November 7, 2013.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting January 6, 2020.
Motion to Approve.
In Favor: 6 Opposed: 0 Absent: 1 (Heumann)

Recommended Conditions of Approval

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

15. Purchase of Cisco Smartnet

Move City Council approve the utilization of 1GPA's Contract No. 16-11PV-05, for the purchase of Cisco Smartnet, from NTT America Solutions, Inc., in the amount of $123,971.

BACKGROUND FROM COUNCIL MEMO:
The City of Chandler utilizes Cisco infrastructure to support various networking needs throughout every department within the City. In order to keep this infrastructure under support, IT recommends the purchase of Cisco SmartNet maintenance and support extensions in accordance with lifecycle management best practices. This purchase will ensure that critical infrastructure remains under support for both physical hardware issues and available software and security updates as needed during its lifecycle.

16. Agreement No. IT9-208-4034, Amendment No. 1, with CCG Systems, Inc., dba FASTER Asset Solutions for the Fleet Management System

Move that City Council approve Agreement No. IT9-208-4034, Amendment No.1, with CCG Systems Inc., dba FASTER Asset Solutions, for the fleet management system, in the amount of $93,352, for the period of one year, beginning September 30, 2020, through September 29, 2021.

BACKGROUND FROM COUNCIL MEMO:
In FY 19/20, City Council approved an agreement with CCG Systems Inc., dba FASTER Asset Solutions, for a comprehensive fleet management solution. Currently, the project implementation is underway with a target completion date in 2021.

The fleet management solution will digitally transform existing business operations for managing the City's fleet and equipment assets. The FASTER comprehensive fleet management system meets Fleet Services needs for fleet management activities including, but not limited to: maintenance, operations, fuel, analytics, diagnostics, inventory parts and asset management to streamline operational workflows and improve overall efficiency and management of the City-wide fleet, inventory, equipment, and fuel costs. This purchase is for the annual renewal for the FASTER fleet management system support and maintenance.

17. Claims Report for the Quarter Ending December 31, 2020

Move to accept the claims report for the quarter ending December 31, 2020, which is on file in the City Clerk s office.

BACKGROUND FROM COUNCIL MEMO:
The claims report represents all Accounts Payable payments for the quarter ending December 31, 2020, and is attached and on file in the City Clerk's office per Section 3-6 of the City Code: The City

Manager/designee shall advise the City Council of all claims and demands paid, together with the name of the vendors or payees, dates paid and amounts.

18. New License Series 10, Beer and Wine Store Liquor License application, for Quiktrip Corporation, dba Quiktrip #450

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 126582, a Series 10, Beer and Wine Store, for Perry Charles Huellmantel, Agent, Quiktrip Corporation, dba Quiktrip #450, located at 175 N. McQueen Road, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 300221 L10.

BACKGROUND FROM COUNCIL MEMO:
The following application for a liquor license was posted for hearing on January 28, 2021. The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 10, Beer and Wine Store Liquor License, the business may sell beer and wine only for off-premise consumption.

19. License Series 10, Beer and Wine Store Liquor License application, for MRK Family LLC, dba 7- Eleven #27215E

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job no.125538, Series 10, Beer and Wine Store Liquor License, for Myo Aung Yacoob, Agent, MRK Family LLC, dba 7-Eleven #27215E, located at 2025 W. Warner Road, and approval of the City of Chandler Series 10, Beer and Wine Store Liquor License No. 300274 L10.

BACKGROUND FROM COUNCIL MEMO:
This application for a liquor license was posted for hearing on January 28, 2021. The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 10, Beer and Wine Store Liquor License, the business may sell beer and wine only for off-premise consumption.

20. New License Series 12, Restaurant Liquor License application, for AZPG Ray LLC, dba AZ Pho and Grill

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 128161, a Series 12, Restaurant Liquor License, for Thanh Trang Nguyen, Agent, AZPG Ray LLC, dba AZ Pho and Grill, located at 885 N. 54th Street, Suite 5, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 300264 L12.

BACKGROUND FROM COUNCIL MEMO:
The following application for a liquor license was posted for hearing on January 28, 2021. The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

21. Agreement No. PD8-968-3913, Amendment No. 2, with ACT Towing, LLC, dba All City Towing, for Police Towing

Move City Council approve Agreement No. PD8-968-3913, Amendment No. 2, with ACT Towing dba All City Towing, for police towing, for the period of January 1, 2021, through December 31, 2022.

BACKGROUND FROM COUNCIL MEMO:
In December 1995, the City began utilizing a contract for towing services. Contract towing service has proven to be a successful alternative to the previous rotation program. Some benefits provided by contract service include lower cost to the citizens, fewer customer complaints, and a streamlined workload for the Police Department. The Police Department utilizes the contract for vehicle towing, storage, and impounding services including removal of wrecked vehicles, vehicles abandoned on city streets, vehicles left unattended in the way of traffic, vehicles towed for evidentiary purposes, vehicles impounded, and vehicles towed due to an arrested driver.

22. Agreement No. PW0-745-4183, Amendment No. 1, with M.R. Tanner Development and Construction, Inc., for Street Repaving, Surface Seals, and Repair Services

Move City Council approve Agreement No. PW0-745-4183, Amendment No. 1, with M.R. Tanner Development and Construction, Inc., for street repaving, surface seals, and repair services, in an amount not to exceed $7,600,000, for a one-year term, May 1, 2021, through April 30, 2022.

BACKGROUND FROM COUNCIL MEMO:
The City's Transportation Division has an established pavement management restoration and repaving program that addresses the preventative maintenance and rehabilitation needs for the City-maintained roadway sections. Left untreated, the life expectancy of a newly constructed or re-paved roadway is between 20 and 30 years and is dependent upon a variety of factors, including quality of construction, traffic loads, types of traffic, weather, oxidation, and exposure to sun. The Transportation Division's pavement management restoration and repaving program includes asphalt repaving, surface seals, and repair work on roadway sections that are in need of various preventative maintenance based on a recent roadway assessment of the City's Pavement Quality Index. This agreement will be used to rehabilitate an estimated 101 lane miles of roadway in Chandler.

23. Purchase of Hot Mix Asphalt Materials

Move City Council approve the purchase of hot mix asphalt materials from Vulcan Materials Company, utilizing City of Tempe Contract No. T19-143-01, in an amount not to exceed $150,000.

BACKGROUND FROM COUNCIL MEMO:
The Streets Division is responsible for maintenance of the City's street and alley infrastructure. Current maintenance programs include milling and patching of asphalt, repair and replacement of curb and gutter, sidewalk repair, and alley grading. Hot mix asphalt material is used in the repair and maintenance of City streets and is an essential material to have readily available. The Streets Division will utilize this contract to purchase hot mix asphalt material to repair street defects and condition deficiencies.

24. Introduction of Ordinance No. 4953 Granting an Irrigation Easement to Salt River Project Agricultural Improvement and Power District

Move City Council introduce and tentatively adopt Ordinance No. 4953 granting an irrigation easement to Salt River Project Agricultural Improvement and Power District at the northwest corner of Arizona Avenue and Queen Creek Road, at no cost, to formalize an existing United States Government undefined irrigation easement at this location.

BACKGROUND FROM COUNCIL MEMO:

SRP, on behalf of the United States of America (USA), is requesting the City grant an irrigation easement over the west side of Arizona Avenue at the northwest corner of Arizona Avenue and Queen Creek Road. The USA has an existing easement in this area that was granted on August 29, 1923, by Quit Claim Deed. However, the width of the easement was not defined at the time. SRP has requested the City grant an irrigation easement to formalize the size of the previously granted easement. The easement will be granted to SRP at no cost. The new easement will be twenty feet wide and include a total area of approximately 12,225 square feet. Staff has reviewed and approved the easement and legal description for the requested easement.

25. Introduction of Ordinance No. 4956 Granting Three (3) Irrigation Easements to Roosevelt Water Conservation District

Move City Council introduce and tentatively adopt Ordinance No. 4956 granting three (3) irrigation easements to the Roosevelt Water Conservation District (RWCD) within portions of Chandler Heights Road on either side of the Cooper Road intersection, at no cost, to accommodate the Cooper Road Improvement Project, from Alamosa Drive to Riggs Road.

BACKGROUND FROM COUNCIL MEMO:

To accommodate the construction of the City's Cooper Road Improvement Project from Alamosa Drive to Riggs Road, the City must grant three (3) irrigation easements to the Roosevelt Water Conservation District so that RWCD facilities can cross Chandler Heights Road at three (3) locations on either side of Cooper Road. Granting the easements to RWCD would be at no cost as they are required by a City of Chandler project. Staff has reviewed and approved the easement and legal description for the requested easement.

26. Purchase of an XBroom Street Sweeper

Move City Council approve the purchase of an XBroom Street Sweeper from Nescon, LLC, utilizing Maricopa County Contract No. 190170-S, in the amount of $293,185.26.

BACKGROUND FROM COUNCIL MEMO:

The City's Transportation Division is responsible for street sweeping 2,081 lane miles of City-owned residential and arterial roadways. Street sweeping provides cleanup when there is a spill in the roadway, traffic accident, or special event to maintain the cleanliness of the streets and help reduce particulate matter (PM-10) in the region's air quality. This effort supports effective mobility and a healthy, attractive, and safe community. The replacement sweeper will meet the City's obligations in regard to Maricopa County PM-10 air quality measures. The City's Fleet Advisory Committee has recommended replacement of this street sweeper due to its age, maintenance history, and projected cost to operate. Replacement cost for this street sweeper is included in the FY 2020/2021 capital improvement budget.

27. Introduction of Ordinance No. 4948 Adopting Updated Versions of Previously Adopted Public Works Design and Construction Standards

Move City Council introduce and tentatively adopt Ordinance No. 4948 adopting updated versions of previously adopted Public Works design and construction standards and amending Chapter 43, Section 43-5, Subsections 43-4.5.A, 43-4.5.B, 43-4.5.C, 43-4.5.D, 43-4.5.E, 43-4.5.G, and 43-4.5.I of the Code of the City of Chandler, relating to the adoption of these updated design and construction standards.

BACKGROUND FROM COUNCIL MEMO:

The City maintains and publishes Engineering Standard Details and Specifications and Technical Design Manuals (TDM), which have been created to guide developers and City staff on the design and construction of the City's infrastructure. These documents are adopted by the City Council and updated on a regular basis, with the most recent update occurring in January 2020. In addition to various "clean up" revisions and clarifications, this update includes revised City fiber optic communication cable and conduit standards, revisions to the Traffic Barricade Manual for a new on-line application submittal process, and continued updates for Americans with Disabilities Act compliance.

The Engineering Design Standards Committee, with representation from multiple City departments, reviews proposed changes to the design standards and makes recommendations for annual updates. This process also involves reviewing the Maricopa Association of Governments (MAG) Specifications and Standards and their annually-proposed revisions to determine if City standards could be removed in favor of MAG standards. A key goal of this process is simplification and uniformity of codes across the region for contractors and developers who do business in multiple jurisdictions, while maintaining Chandler's high safety and aesthetic standards. This Ordinance would amend the following design standards:

January 2020 Standard Details and Specifications Manual
January 2020 Technical Design Manual No. 1 & 2, Water & Wastewater System Design
January 2020 Technical Design Manual No. 3, Drainage Policies and Standards
January 2020 Technical Design Manual No. 4, Street Access and Design Control
January 2020 Technical Design Manual No. 5, Traffic Signal Design
January 2016 Technical Design Manual No. 7, Traffic Barricade Design
Adopt the 2021 revisions to the MAG Uniform Standard Specifications and Details with certain modifications

The revisions were provided to representatives of the development industry, including the Home Builders Association of Central Arizona (HBACA), the Arizona Multihousing Association (AMA), utility providers, and engineering design consultants. Comments received were incorporated into these revisions, where appropriate. The complete set of current and revised Standard Details and Specifications is available for review on the City Unified Development Manual (UDM) website and on file with the City Clerk. A detailed summary of the changes is also attached.

BRIEFING:

28. Councilmember Orlando Requests a Briefing on COVID-19 Vaccinations

COUNCILMEMBER ORLANDO thanked Chief Dwiggins and the Fire Department for all they have done to keep the community safe during the COVID-19 pandemic.

THOMAS DWIGGINS, Fire Chief, presented the following Power Point presentation.

- Vaccine Distribution Phases
  - 1A
    - Healthcare Workers
    - EMS Workers
    - Long-term Care Faciliites

    - 1B
        - Education and Childcare Providers
        - Law Enforcement
        - Age 75 and Older
        - Adults in Congregate Settings
        - Other Essential Workers
    - 1C
        - Age 65 and Older
        - Adults with High Risk Medical Conditions
    - 2
        - Any Remaining Phase 1 Populations
        - Additional High Risk Populations
        - General Populations
    - 3
        - Any Remaining Phase 1 or 2 Populations
        - General Population
- Phase Populations
    - 1A
        - 376,216 Healthcare, EMS, Skilled Nursing Facilities, Assisted Living
    - 1B
        - 1,325,357 Education, Law Enforcement, Adults 75+, Food Occupations, Transportation, State and Local Government, Other Essential Workers
    - 1C
        - 3,543,088 Adults with Underlying Medical Conditions, Adults 65+
- Point of Dispensary Locations
    - C County
        - 1826 W. McDowell Phoenix
        - 14300 W. Granite Valley Dr. Sun City of Chandler
        - 2500 W. Utopia Phoenix
        - 2626 E. Pecos Chandler
        - 13677 W. McDowell Goodyear
    - S State
        - State Farm Stadium Glendale
        - Phoenix Municipal Stadium Phoenix
- Pharmacy Vaccination Sites
    - For 75 years and Older Only
        - Albertson s 4970 S. Alma School Chandler
        - Albertson s 325 S. Power Mesa
        - Safeway 23565 N. Scottsdale Scottsdale
        - Safeway 3132 E. Camelback Phoenix
        - Safeway 340 E. McDowell Phoenix
        - Safeway 14175 W. Indian School Goodyear

COUNCILMEMBER ORLANDO asked if there is a supply issue that is limiting the number of locations that have the vaccine.

CHIEF DWIGGINS said that he picked the closest locations, but there are more. The County is receiving 169,000 vaccines per week. The County and the State cannot guarantee how many vaccines they can get so the appointments are only open to book one to two weeks at a time. Chief Dwiggins said they had put in a request for 300,000 to the federal government, however it was denied. There are new sites coming available, but the supply is the same.

COUNCILMEMBER ELLIS asked if the 169,000 per week was total for the first and second shot or if it was 169,000 of each.

CHIEF DWIGGINS said that is the total for both and total across manufacturers.

COUNCILMEMBER LOPEZ asked if Pfizer was two shots and Moderna was one.

CHIEF DWIGGINS said they are both two shots. Moderna is much easier to store than the Pfizer one. The Pfizer shot has a 21 day window until the second shot and Moderna is 28 days. The first injection gives 50% immunity and then once the booster is given which gives 96% immunity. He said it does not have to be right on the 21 or 28 day and that there is a bit of a window to get the second shot, but the focus is ensuring those who had the first shot are able to get the second.

COUNCILMEMBER LOPEZ asked when group 1C would open.

CHIEF DWIGGINS said they would move on after a while of the window being open, but the vaccine would still be open for 1A and 1B.

COUNCILMEMBER ELLIS said people are concerned because of the side effects of the shot and asked what they are seeing.

CHIEF DWIGGINS said they have staff on site to provide a medical evaluation and treat any allergic reactions. Chief Dwiggins said they are seeing localized pain from the shot. They have not yet seen a full body systemic response and nothing has happened where the physicians at the County and hospitals have told them to watch for certain signs or symptoms.

COUNCILMEMBER HARRIS asked if after someone is vaccinated twice should they still wear masks and if they could still get COVID-19.

CHIEF DWIGGINS said he did not know, and those decisions would come. Chief Dwiggins said he did not know what the County would determine, but they are still recommending masks. It is possible to get the virus and be asymptomatic even after having the vaccine so the question is still out there as to whether or not someone would still shed the virus.

COUNCILMEMBER HARRIS asked if data is being tracked to see how many people have been vaccinated and if shots would be set aside for the elderly population.

CHIEF DWIGGINS said when someone receives the vaccine there are data points that are captured and it is being sent to the State. There has been talk about releasing a dashboard for the vaccine, but it has not been created yet. Chief Dwiggins said it would be helpful to see age groups and the percentage of the population vaccinated by zip code, but that information is not currently available. Chief Dwiggins said they are working

with other City departments to find ways to help those who may be unable to get to the vaccinate sites. Chief Dwiggins said they have identified it is an issue, but they are still in discussion with the County.

VICE MAYOR STEWART said the more information they could provide the community the safer everyone feels and said Chief Dwiggins has done a great job communicating what is happening.

CHIEF DWIGGINS continued the Power Point presentation.

- Vaccine Registration Websites
  - State
    - Podvaccine.azdhs.gov
    - Help Line 602-542-1000
  - County
    - Maricopa.gov/5659/Phase-1B
  - Pharmacy
    - Mhealthcheckin.com
- City Support
  - Southeast Dignity POD
  - CUSD Immunization Clinic
  - City of Chandler Immunization Clinic
  - Vaccine Communication
- City of Chandler Vaccination Statistics
  - 150 COC Employees Vaccinated at SE POD
  - 327 COC Employees Vaccinated by CFD
  - 477 Total COC Employees Vaccinated

COUNCILMEMBER LOPEZ thanked Chief Dwiggins and Team Chandler for all of their work.

COUNCILMEMBER ORLANDO thanked the Police Department as well. Councilmember Orlando appreciated all the public safety workers do.

INFORMATIONAL:

29. Regular Meeting Minutes of the November 18, 2020, Planning and Zoning Commission

30. Study Session Minutes of the November 18, 2020, Planning and Zoning Commission Meeting

UNSCHEDULED PUBLIC APPEARANCES
None.

CURRENT EVENTS

1. Mayor's Announcements

VICE MAYOR STEWART welcomed Councilmember Ellis and Councilmember Harris and looked forward to what they would do together as a Council. Vice Mayor Stewart said there was COVID-19 information on the City s website and more information would be available regarding the vaccine. Vice Mayor Stewart encouraged everyone to continue to stay safe.

2. Council's Announcements

COUNCILMEMBER HARRIS announced Chandler High School football won the State Championship and Hamilton High School was the runner up. Councilmember Harris said he would be donating a bible from the Council inauguration on January 14, 2021, since it was a historical day, especially having the first black woman on Council.

COUNCILMEMBER HARRIS said his friend was 32 years old and passed away from COVID-19 in less than 7 days. Councilmember Harris shared comments from his family: Daniel s dream was his treasure and the love he shared cannot be measured. Daniel was a visionary, intelligent, beautiful expression.

COUNCILMEMBER LOPEZ said the International Film Festival was held throughout the City and there were 30 countries that were represented. The feature film winner was Angie: Lost Girls which was a film to raise awareness regarding sex trafficking. Councilmember Lopez said a night of hope would be held virtually on Sunday.

COUNCILMEMBER ROE said the Chandler Arts Commission is looking for a neighborhood that would like to incorporate public art within their neighborhood. Some projects may be a mural, seating, and utility box wraps.

COUNCILMEMBER ELLIS said February is Black History Month and encouraged those to participate throughout the month. Councilmember Ellis encouraged residents to visit the City s website to see all events that would be held.

COUNCILMEMBER ELLIS announced the Love Chandler challenge to enter a drawing through social media for visiting Chandler parks.

COUNCILMEMBER ORLANDO wished the Mayor a quick recovery.

3. City Manager's Announcements

None.

ADJOURNMENT: The meeting was adjourned at 7:06 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: February 11, 2021

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of Chandler, Arizona, held on the 28th day of January, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of February, 2021.

_____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** DS21-103

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
Derek D. Horn, Development Services Director
Louis Kneip, Development Engineering Manager
Ryan Peters, Governmental Relations & Policy Manager
From: Dennis Aust, Development Project Administrator
Subject: Adoption of Resolution No. 5434, authorizing a wireless license agreement between the City of Chandler and CCTMO for the existing Monopalm Tower at Police Property and Evidence Yard.

Proposed Motion:

Move to approve Resolution No. 5434, authorizing the Mayor to execute the license agreement between the City of Chandler and T-Mobile West Tower, LLC, by and through CCTMO, LLC, for the existing Monopalm macro cell site currently located at the Police Property and Evidence Yard at 576 W. Pecos Road, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

Chapter 46 of the Chandler City Code sets forth the City's requirements for encroachment permits for use of the City's rights-of-way and public property, as well as the licensing requirements for telecommunications companies. On November 24, 2003, the City Council granted Voice Stream PCS III Corporation, a subsidiary of T-Mobile USA, Inc., a use agreement and encroachment permit to house facilities to provide wireless telecommunication services at the City's Police Property and Evidence Yard.

The Council consented to the transfer of the agreement to T-Mobile USA, Inc., on October 26, 2006, via Resolution No. 4013 after restructuring occurred to reduce the total number of T-Mobile subsidiaries. On January 24, 2013, via Resolution No. 4664, the Council again consented to the transfer of the agreement from T-Mobile to T-Mobile West Tower, LLC, as another corporate restructuring move.

This Resolution No. 5434 grants a five-year license agreement, with three additional five-year extension periods, to CCTMO for non-exclusive use of the site pursuant to Chapter 46 and State law. This agreement also requires the company to adhere to requirements set by Chapter 35 of the City Code related to Wireless Communications Facilities. The City's Police, Fire, and Development Services departments have reviewed and are satisfied with the requirements specified in the proposed agreement and have found no interference issues that would present a problem to the City's emergency communications system.

Financial Implications:

The licensee will pay permit, inspection, and pavement damage fees, as applicable. CCTMO will also pay $1,665.63 in rent per month for the site, up from the current $1,412.97 per month. For each additional third-party permitted to collocate at the site, the licensee will pay an additional $365.93 per month. Provisions for annual rent increases of 2.5% of the total due are detailed in the agreement. A 2.75% transaction privilege tax also applies to any non-interstate telecommunication services.

Attachments

Resolution No. 5434
Wireless License Agreement
Map
Site Photos

RESOLUTION NO. 5434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A WIRELESS LICENSE AGREEMENT WITH T-MOBILE WEST TOWER LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY AND THROUGH CCTMO LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR OPERATION OF A WIRELESS TELECOMMUNICATIONS FACILITY ON CITY PROPERTY.

WHEREAS, on October 23, 2003, the Chandler City Council approved Ordinance No. 3487, authorizing the City to enter a wireless telecommunications use agreement with VoiceStream PCS III Corporation, to operate a wireless communications facility on City property adjacent to the police department property and evidence building at 576 W. Pecos Road; and

WHEREAS, T-Mobile West Tower LLC is the successor in interest to that wireless telecommunications use agreement with VoiceStream PCS III Corporation, which has expired; and

WHEREAS, the Council believes that it is in the City's best interest to execute a new License Agreement to continue operation of a wireless communications facility at the site.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the License Agreement between the City of Chandler and T-Mobile West Tower LLC, a Delaware limited liability company by and through CCTMO LLC, a Delaware limited liability company in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the Agreement on behalf of the City of Chandler

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5434 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

CHANDLER arizona
Community of Innovation

WIRELESS LICENSE AGREEMENT BETWEEN T-MOBILE WEST TOWER LLC AND THE CITY OF CHANDLER FOR POLICE DEPARTMENT EVIDENCE YARD SITE

City of Chandler Document No._____

This Wireless License Agreement ("Agreement") is entered into this ____ day of _____, 20___ (the "Effective Date"), by and between the City of Chandler, Arizona, an Arizona municipal corporation ("City"), and T-Mobile West Tower LLC, a Delaware limited liability Company ("Company"), by and through CCTMO LLC, a Delaware limited liability company, its attorney-in-fact. City and Company may be referred to individually as "Party" and collectively as "Parties".

RECITALS

A. Company is a provider of wireless communications, which uses antennas and other support equipment and devices; and

B. T-Mobile USA, Inc. is the immediate predecessor in interest to Company as to a wireless telecommunications use agreement and encroachment permit for this property which were granted initially to Voicestream PCS III Corporation on October 23, 2003, through the City's Ordinance No. 3487. In late 2012, T-Mobile USA, Inc. requested that the City approve its assignment of this encroachment permit interest (which it referred to as a lease) to an entity it referred to as "T-Mobile Tower West, LLC". T-Mobile USA, Inc. then transferred this interest to the current assignee, Company. The City, however, approved the transfer of this interest to the earlier-named entity, T-Mobile Tower West LLC, through Resolution No. 4664 on January 24, 2013; and

C. Company has acted as the assignee of the interests to the telecommunications use agreement and encroachment permit since 2012; the parties have continued to operate as if this assignment had been duly approved by the City. The parties now want to enter a new agreement with T-Mobile West Tower LLC, by and through CCTMO LLC, its attorney in fact, designated as the Company entitled to operate and maintain its wireless telecommunications system pursuant to this new agreement, including encroachment permit provisions; and

D. City is authorized to grant, renew, deny, and terminate use agreements for operation and maintenance of facilities and services within the City boundaries, pursuant to the Charter and Chandler City Code, and by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way and highways as defined in Chapter 46 of the Chandler City Code, and by other City powers and authority; and

E. Company operates and maintains its Facility (as defined in Section 2.2) within the City of Chandler and on certain Public Property in the City described on the attached Exhibit "A" within the Police Department Evidence Yard (the "Site") located at 576 West Pecos Road; and

F. Company has agreed to provide construction drawings or an "as-built" survey and maintain accurate maps showing the location of all its Facilities (as hereinafter defined) within the Site ("Site Plan"), and other Facilities on both public and private property within the City, and to comply with such other wireless Agreement requirements as City may establish from time to time.

AGREEMENT

NOW, THEREFORE, City hereby grants to Company an Agreement to operate and maintain its Facility within the City of Chandler and on certain Public Property in City under the following terms and conditions:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following words, terms, phrases, and their derivations are given the meaning stated in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

"ACC" means the Arizona Corporation Commission.

"Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

"A.R.S." means Arizona Revised Statutes, as amended.

"Base Fee" means the amount that the Company shall pay to City for each year of this Agreement for use of the Site, as set forth herein.

"C.C.C." means Chandler City Code, as amended.

"C.F.R." means Code of Federal Regulations, as amended.

"City" means the City of Chandler, an Arizona municipal corporation.

"City Council" means the Council of the City of Chandler.

"City Manager" means the Chandler City Manager or the City Manager's designee.

"Collocate", "collocating", or "collocation" refer to the shared use of a tower by more than one Company in addition to Company.

"Communications Equipment" means any and all electronic equipment at the Small Wireless Facility location that processes and transports information from the antennas to the Company's network.

"Company" means T-Mobile West Tower LLC whose principal place of business is 12920 SE 38th Street, Bellevue, WA 98006, and related affiliates, subsidiaries, persons, or entities to which this Agreement is granted.

"Company's Improvements" means all improvements installed by the Company, including, but not limited to: all elements of the Facility, all screening elements, any landscaping plants or materials, and any other elements provided by the Company in the approved Agreement.

"Competing Users" means entities that own the water pipes, cables and wires, pavement, and other facilities which may be located within the Right-of-way. The Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Public Property.

"Critical Infrastructure Information" has the same meaning prescribed in A.R.S. § 41-1801, as amended.

"Day" means a calendar day, except a Saturday, Sunday, or a holiday prescribed in A.R.S. § 1-301.

"Encroachment Permit" means a permit issued pursuant to Chapter 46 of the Chandler City Code that allows the Company to perform work in the Right-of-Way or other City Property and to install and operate improvements in the Right-of-Way or other City Property.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions, as amended from time to time, which in any way relate to or regulate human health, safety, industrial hygiene, environmental conditions, protection of the environment, prevention or cleanup of pollution, or contamination of the air, soil, surface water, or ground water.

"Facility" or "Facilities" means Company's communications facility, including but not limited to tower structures, equipment shelters, meter boards and related improvements and structures including without limitation equipment to accommodate new technologies or future innovations for receiving and transmitting signal and uses incidental thereto.

"FCC" means the Federal Communications Commission.

"FCC OET Bulletin 65" means the FCC's Office of Engineering & Technology Bulletin 65 that includes the FCC Radio Frequency Exposure Guidelines.

"FCC Rules" means all applicable radio frequency emissions laws and regulations.

"Franchise" has the same meaning prescribed in the Arizona Constitution, article 13, §§ 4 and 6.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law or the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos or formaldehyde, or radioactive materials.

"Other Facilities" means facilities owned and operated by parties other than City or Company, which facilities occupy Public Property located outside of the Site under authority of a City encroachment permit, Agreement, or franchise.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under or about the Facility and Site, however caused, existing on the Effective Date, whether the nature and extent of the contamination is known or unknown.

"Public Property" means the surface of and the space above and below the Site as described in Exhibit "A", which is operated and maintained by City.

"RF" means radio frequency.

"RF Letter" means a letter attesting to the Company's compliance with FCC RF exposure guidelines from the Company's senior internal engineer.

"Right-of-Way" means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-Way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Company.

"Section" means any section, subsection, or provision of this Agreement.

"Site" means the portions of the Public Property where Company is permitted to gain access to and operate its Facility pursuant to this Agreement.

"Site Documents" means the depictions and descriptions of the Site and schematic plans and map showing location of the installation of the Facility in the Public Property set forth in Exhibits "A" and "B".

"Telecommunications" has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Company" has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Service" has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Third Party Areas" means the portions of the Public Property located outside of the Site subject to Third Party Limitations.

"Third Party Limitations" means some or part of the Public Property that may contain limited dedications or regulatory use restrictions imposed by a third party.

"U.S.C." means United States Code, as amended.

"Violation Use Fee" means the types of fees that the City has available to remedy certain breaches of the Agreement by Company.

"Wireless Facility" means:

(a) equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following:

(i) Equipment associated with wireless communications.

(ii) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration.

(b) Includes small wireless facilities.

(c) Does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.

(d) Does not include Wi-Fi radio equipment described in Section 9-506, Subsection I or microcell equipment described in Section 9-584, Subsection E.

"Wireless Facilities Site Permit", also referred to herein as "Site Permit", means the permit authorizing the installation of Wireless Facilities at a specific site in the City's Right-of-way.

"Wireless Infrastructure Company" as defined in A.R.S. §9-591(23) means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless service Company. Wireless Infrastructure Company does not include a special taxing district.

"Wireless Services" as defined in A.R.S. §9-591(25) means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

"Wireless Services Company" as defined in A.R.S. §9-591(26) means a person that provides wireless services. Wireless Services Company does not include a special taxing district.

"Wireless Support Structure" as defined in A.R.S. §9-591(27):

(a) Means:

(i) A freestanding structure, such as a monopole.

(ii) A tower, either guyed or self-supporting.

(iii) A sign or billboard.

(iv) Any other existing or proposed structure designed to support or capable of supporting small wireless facilities.

(b) Does not include a utility pole.

"Zoning Code" means Chapter 35 of City Code.

SECTION 2. PERMISSION GRANTED

2.1 Grant.

2.1.1 Subject to the provisions of this Agreement, and to the City Code, City grants Company the exclusive, revocable right and privilege to construct, operate, repair, replace and maintain its Facility within the Site depicted on Exhibit "B." This Agreement does not grant Company the right and privilege to operate and maintain its Facility within Right-of-Way or on other

portions of the Public Property. Installation or construction of any other antennae and other equipment not identified on Exhibit "B" are subject to approval by the City through additional Encroachment Permit review by City staff. If Company desires to change the components of any of the Facility in a manner that changes its primary purpose, written approval of such change must be obtained by the City Manager who can refer the matter to the City Council if required by ordinance, provided that such consent by either shall not be unreasonably withheld or delayed. The installation and construction of a fiber optics or telecommunications network, or cable system is authorized by this Agreement.

2.1.2 Except for those Facilities specifically permitted herein on the Site and Public Property as shown in Exhibit "B," no component or part of Company's Facility may be installed, constructed, located on, or attached to the Public Property by Company until Company has received City's approval pursuant to this Agreement. Additionally, Company must comply with all applicable provisions of the City Code.

2.1.3 The Site may be used by Company for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of related support Facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2)) and not for any other purpose. Company must, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Site.

2.1.4 Any permission granted under this Agreement to Company in any public street or other Public Property is subordinate to any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, and is subordinate to any prior lawful occupancy or use thereof by any other person, and is subordinate to any prior easements therein, provided, however, that nothing herein may extinguish or otherwise interfere with property rights established independently of this Agreement.

2.1.5 The City shall have the right to collocate wireless communication equipment on the Facility for municipal use if the Facility can reasonably accommodate City's collocation request. City's written request to collocate shall be submitted to Company along with the information usually required by Company ("the Collocation Request"). Company shall determine the availability of space at the Facility and send City written notice regarding such availability. If City exercises its right to collocate pursuant to this Section, City shall execute a Tower License Agreement in a form mutually acceptable by the Parties. Company agrees that City shall be entitled to utilize the Facility without paying a Basic Monthly Consideration as defined in the Tower License Agreement.

2.2 Description of the System. Company's Facility consists of improvements, personal property and Facilities necessary to operate its communications system, including, without limitation, equipment that may be mounted on the City owned Public Property, and may include equipment buildings with perimeter screen walls in accordance with the provisions of Chapter 35 of the Chandler City Code, and related cables and utility lines (collectively the "Facility"), as depicted in Exhibit A.

SECTION 3. SCOPE

3.1 Agreement. Company agrees to comply with the provisions of Chapter 46 of the City Code.

3.2 Specific Authorization. This Agreement authorizes Company to operate the Facility in accordance with the terms herein.

3.3 Compliance with Laws.

3.3.1 Company must comply with all applicable laws, including, but not limited to, the City Code, in the exercise and performance of its rights and obligations under this Agreement. There is hereby reserved to the City the power to amend any section of the City Code so as to require additional or greater standards of construction, operation, and maintenance or otherwise pursuant to City's lawful police powers or as provided in this Agreement.

3.3.2 If it is necessary for Company to comply with any law or regulation of the FCC or the ACC to engage in the business activities anticipated by this Agreement, Company must comply with such laws or regulations as a condition precedent to exercising any rights granted by this Agreement. Provided, however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

3.3.3 Upon request Company must provide to the City copies of any communications and reports submitted by Company to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting enforcement of this Agreement.

3.3.4 Upon request Company must provide the City with regular reports, as reasonably needed, to establish Company's compliance with the various requirements and other provisions of this Agreement.

3.4 Interference and Emergency.

3.4.1. Company must receive approval by the City's Police and Fire Departments that Company's Facility will not interfere with the City's public safety communications system. Company agrees that the Facility must strictly comply with the FCC's radio frequency emission regulations. In the event City incurs such radio frequency interference with respect to its satellite, City communication system, television or telephone equipment that is presumably caused by Company's Facility, then City will give notice to Company via on-call assistance and in writing. Within ten (10) days following Company's receipt of such notice, Company must conduct engineering field tests to determine if such interference is being caused by the Facility. City may conduct engineering field tests using City's own engineer to determine if such interference is caused by Company's Facility. City's engineer and Company's engineer will use their best efforts to determine the cause of said interference, but if the two cannot agree on the cause thereof, a neutral third-party engineer will be appointed by City and Company to determine the cause of the interference. If it is determined that such interference results from any of Company's Facility, Company must within five business days remedy such interference.

3.4.2. Company must continuously and without interruption, operate so that its Facilities are not deemed abandoned pursuant to 35-2209 of City Code; provided, that Company shall not be deemed to have abandoned the Facilities so long as Company continues to pay the Base Fee when due.

3.4.3. Subject to the applicable provisions of the Chandler City Charter, City Code and Arizona Revised Statutes, City may, in the event of a public emergency, terminate this Agreement, sever, disrupt, dig-up, or otherwise remove Company's Facilities if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, Public Works Director, or Development Services Director. Notice will be given to Company at 800-788-7011. A public emergency must be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of City residents, caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, or hazardous material spills.

3.5 Reservation to City. City grants Company rights under this Agreement in the City's proprietary capacity as owner of the Public Property. The City reserves every right and power, which is required to be herein reserved or provided by any ordinance or the Charter of the City, and Company, by its execution of this Agreement, agrees to be bound thereby and to comply with any action or requirements of City in its reasonable exercise of such rights or power, heretofore or hereafter enacted or established. Neither the granting of this Agreement nor any provision hereof may constitute a waiver or bar to the exercise of any governmental right or power of the City.

SECTION 4. FEES AND CHARGES

4.1 Application Fee. Company must pay all fees and charges in connection with Company's performance under this Agreement. Company agrees to pay City, a fee in the amount indicated on the City fee schedule as of the date of submittal prior to submittal for approval of this Agreement to the City Council. Company has paid City a one-time payment for the Agreement Application Fee in the amount of Three Thousand and 00/100 Dollars ($3,000), the receipt of which the City acknowledges.

4.2 Encroachment Permit Fees. Company must pay any and all fees as required for processing any Encroachment Permits independently of this Agreement as indicated on the City fee schedule as adopted by the City Council and applicable to such permits and construction prior to the issuance of such a permit.

4.3 Use Fee and Other Payments.

4.3.1 Company must pay the City within 15 days of the Effective Date and on the first (1st) day of each month thereafter the sum of one thousand, six hundred sixty-five and 63/100 dollars ($1,665.63) per month as a fee for use of the Site (the "Base Fee").

4.3.2 After the Effective Date, Company must also pay to City an additional fee of three hundred sixty-five and 93/100 dollars ($365.93) per month for each third-party company (each an "Additional Company") permitted to collocate on Company's Facility ("Collocation Fee") if any third party is collocating within the Site or on Company's Facilities, or part thereof. Company must pay the Collocation Fee, in addition to the Base Fee, due and payable by the first day of each month during the Term that such an Additional Company is collocating on the Site or Company Facility, or any part thereof. "Use Fee" is the sum total of the Base Fee and all Collocation Fees.

4.3.3 The Use Fee will increase at the end of each year by an amount equal to two and five-tenths percent (2.5%) of the Use Fee amount for the previous year on the anniversary of the Effective Date of this Agreement.

4.3.4 In addition to the Use Fee, Company must pay to City any transaction privilege, sales, excise, rental and other taxes (except income taxes) imposed now or hereinafter imposed by any governmental authority upon rentals and all other amounts to be paid by Company pursuant to this Agreement.

4.3.5 The Use Fee must be paid to City at the following address or to such other persons or at such other places as City may designate in writing. All payments must be in lawful money of the United States of America.

City of Chandler, Development Services,
Mail Stop 405, P.O. Box 4008,
Chandler, AZ 85244-4008,
Attention: Development Services Administrator

4.3.6 City will send invoices to Company at the following address:

T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Property Management
2000 Corporate Drive
Canonsburg, PA 15317
Phone: (866) 482-8890
LOHD@crowncastle.com

SECTION 5. TERM OF AGREEMENT

5.1 Term. The term of this Agreement shall be as follows:

5.1.1 Original Term. The original term of this Agreement shall be for a period of five (5) years commencing on the Effective Date (the "Original Term").

5.1.2 Extension. The term of this Agreement may be extended for three (3) additional five (5) year periods (each a "Renewal Term"), subject to consent by City and Company, which either may withhold in its sole and absolute discretion. Both City and Company shall be deemed to have elected to extend unless City or Company, respectively, gives notice to the contrary to the other at least ninety (90) days prior to the expiration of the Original Term or the current Renewal Term. The Original Term and any Renewal Term shall be collectively referred to as the "Term". All of the terms and conditions of this Agreement shall be in effect during the Term and any extension of the Term.

5.2 Hold Over. In any circumstance whereby Company remain in possession or occupancy of the Site after the expiration of this Agreement (as extended, if applicable), such holding over will not be deemed to operate as a renewal or extension of this Agreement. Instead, the hold over shall only create a use right from month to month that may be terminated at any time by either party upon thirty (30) days' notice to the other party. If Company remains in possession of the Site at the termination or expiration of the initial term or any extension thereof without a written agreement with City to do so, such holding over shall be construed to be a tenancy from month to month at one and one-half (1 1/2) times the amount of the Use Fee (defined in Section 4.3) in effect at the time of the hold over ("Holdover Fee") and shall otherwise be under the same terms and conditions of this Agreement.

SECTION 6. ACCEPTANCE

6.1 Written Acceptance. Company's execution of this Agreement shall constitute its acceptance of the Agreement as granted

and its agreement to be bound by and to comply with and to do everything, which is required of Company by this Agreement. Company's signature shall be acknowledged by Company before a notary public.

6.2 Validity of Agreement. Company shall acknowledge, as a condition of acceptance of this Agreement, that Company was represented throughout the negotiations of this Agreement by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding same. Company has reviewed City's authority to execute and enforce this Agreement, and has reviewed all applicable law, both federal and state, and, after considering same, Company acknowledges and accepts the right and authority of City to execute this Agreement, to issue this Agreement and to enforce the terms herein.

SECTION 7. SITE CONDITIONS

7.1 Ingress, Egress, and Utility Access. Under this Agreement, Company, its employees, agents, subcontractors, lenders, invitees and guests shall have pedestrian and vehicular access to the Site without notice to City twenty-four (24) hours a day, seven (7) days a week, at no charge. This Agreement grants non-exclusive permission to perform work where no excavation is involved and where previously permitted structures and facilities exist. If excavation is required for utilities, then plans shall be submitted to City Staff for approval which shall not be unreasonably withheld. This is a non-exclusive permission of ingress and egress from the nearest public right-of-way for use of the Site pursuant to this Agreement where no closure of or impediment of public right-of-way is required. Company shall submit engineered plans and drawings through the standard Encroachment Permit application process showing the exact location of these and the plans for installation to City Staff for approval prior to installation. This permission of ingress and egress automatically expires upon termination of this Agreement.

7.2 Use of Site. The Site shall be used solely for the operation of a wireless communication facility ("Company Facilities"). Company shall not use the Site for any other purpose without the written consent of City. The Site shall be used only for lawful purposes, and only in accordance with all applicable building, fire and zoning codes, and applicable local public park ordinances and regulations.

7.3 City Cooperation. City agrees to cooperate with Company, at Company's expense, in making application for and obtaining all permits and any and all other necessary approvals that may be required for Company's intended use of the Site. However, nothing herein shall be deemed to constitute a contractual obligation of City, as a municipality, to issue a required permit where the officer, agent or employee of City responsible for the issuance of such permit deems the issuance of such a permit to be inappropriate. This Agreement is not intended to supersede, modify or waive City Code or Zoning Code requirements applicable to the construction of wireless communication facilities except to the extent they relate to an encroachment permit for the Site.

7.4 Tests and Construction. Company shall have the right at any time following the full execution of this Agreement to enter upon the Site for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, and other reasonably necessary tests for construction of Company's Facilities, except as otherwise limited by Section 7.2. Company shall indemnify and hold City harmless against liability, loss, cost, damage or expense that may arise out of any personal injury or property damage resulting from entry upon the Site. Company shall coordinate with the Development Services Department to avoid interfering with any City operations while conducting any such tests or construction.

7.5 Company Construction/Improvements.

7.5.1 Company shall submit plans and specifications for all modifications to the Facilities to be constructed or installed for prior review and approval by the Development Services Department. Such approval is separate from, but may be obtained concurrent with, development approvals (building permits, encroachment permits, special use permits, etc.) required and issued by the Development Services Department. All of Company's construction and installation work shall be performed at Company's sole cost and expense and in a good and workmanlike manner.

7.5.2 The construction plans and specifications shall include fully dimensioned site plans that are drawn to scale and show, as applicable, antenna, equipment shelter, the proposed changes in the landscape, the proposed type and height of fencing, if any, the proposed type of construction material for all structures, including fencing or screening, and any other details requested by City or required to obtain development approvals.

7.5.3 Company Facilities shall remain Company's personal property and not fixtures, and title to the same shall be held by Company. Company shall remove all Company Facilities at its sole expense on or before the expiration or earlier termination of this Agreement and shall repair any damage to the Site caused by such removal, and restore the Site to the condition it was in at the time of execution of this Agreement, reasonable wear and tear and casualty excepted. If this removal

includes the removal of a CITY owned structure such as a ball field light, a replacement structure approved by the Development Services Department will be constructed.

7.5.4 Any portion of Company's Facilities, or any of Company's personal property, equipment, or improvements on the Site that is not removed on or before sixty (60) days following the termination of this Agreement, may be removed by CITY and all expenses of such removal and site restoration charged to Company.

7.5.5 Company shall make no alterations or additional improvements to or upon the Site without first obtaining written approval of the Development Services Department.

7.6 Utilities. Company shall be liable for and shall pay throughout the term of this Agreement, all charges for all utility service furnished to the Site for all Company purposes related to the operation and maintenance of Company's Facilities.

7.7 Maintenance and Repair. Company shall keep their building, fencing or screen walls and other Facilities in good repair and in a neat and clean condition and shall maintain and preserve any landscaping within and around any fenced area in accordance with City zoning code. City shall be responsible for maintenance and repair of any City Property in accordance with City Code for ingress and egress to the Site, at City's sole expense, except for damage caused by use of the Site by Company or Company's employees, agents, subcontractors, lenders, invitees and guests, reasonable wear and tear excepted.

7.8 Hazardous Substances. Company's activities upon or about the Site shall be subject to the following regarding any hazardous or toxic substances, waste or materials or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

7.8.1 No Warranties. Company understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. City has made no warranties as to whether the Site contain actual or presumed asbestos or other Toxic Substances.

7.8.2 Discovery. Within twenty-four (24) hours after discovery by Company of any Toxic Substances, Company must report such Toxic Substances to City in writing. Within fourteen (14) days thereafter, Company must provide City with a written report of the nature and extent of such toxic substances found by Company.

7.8.3 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Company must cause the Site to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Company must cause the contractor or other person performing such work to give to City notice by the method described in this Agreement to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold City harmless against any disturbance in Toxic Substances in the course of the contractor's or other person's work. Company must cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Company in connection with the Site to be performed by persons, equipment, Facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Company must promptly deliver to City copies of all reports or other information regarding Toxic Substances.

7.9 Blue Stake Laws (Arizona 811) Compliance. Company must comply with Arizona Revised Statutes sections 40-360.21 and following by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Company's facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of Company's agreement or proof of membership must be filed with the City.

SECTION 8. LETTER OF CREDIT.

8.1 Amount; Purpose. Within thirty (30) Days after the Effective Date of this Agreement, Company must deposit with the City an irrevocable letter of credit in the amount of fifty thousand dollars ($50,000) (replenish able as specified in Section 8.3 below) issued by a federally insured commercial lending institution. The form and substance of said letter of credit will be used to assure (a) the faithful performance by Company of all provisions of this Agreement; (b) compliance with all orders, permits, and directions of any Department of the City having jurisdiction over Company's acts or defaults under this Agreement; and (c) Company's payment of any penalties, liquidated damages, claims, liens, and taxes due to

the City that arise by reason of the construction, operation, or maintenance of the Facility, including cost of removal or abandonment of any of Company's property.

8.2 Drawing on Letter of Credit. The letter of credit may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Company has been found to have failed to comply with this Agreement, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

8.3 Replenishing. The letter of credit shall be structured in such a manner so that if the City at any time draws upon the letter of credit, upon notice to Company by the issuing lending institution, Company must immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of the City's draft; provided, however the maximum amount available to be drawn on this letter of credit for any one event may not exceed fifty thousand dollars ($50,000). The intent of this Section is to make available to the City at all times a letter of credit in the amount of fifty thousand dollars ($50,000).

SECTION 9. INSTALLATION, CONSTRUCTION & OPERATION OF THE FACILITY

9.1 Damage to Public Property. Whenever the installation, removal, or relocation of any of Company's Facility is required under this Agreement, and such installation, removal or relocation causes Public Property to be damaged, Company, at its sole cost and expense, shall promptly repair and return such Public Property to a safe and satisfactory condition in accordance with applicable laws, reasonably satisfactory to the Development Services Director or designee. If Company does not repair the site as just described, then City will have the option, subject to any applicable cure periods and upon prior written notice to Company, to perform or cause to be performed such reasonable and necessary work on behalf of Company and to charge Company for the costs incurred by City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment by City accompanied by supporting documentation evidencing such costs, Company must, within thirty (30) days, reimburse City for such costs. For any pavement cuts by Company, Company agrees to restore the pavement and to reimburse City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the City Code and the fees established by City pursuant thereto. Company agrees to pay within thirty (30) days from the date of issuance of an invoice from City accompanied by supporting documentation evidencing such costs. Provided, however, in the event Company failure creates a dangerous condition for which immediate repair or corrective action is necessary for health or safety reasons, no prior notice need be provided to Company, but City may at City's option, immediately repair and restore such Public Property to a safe condition and charge Company as provided above.

9.2 Damage to Facilities of Others. Company shall construct, install, locate and relocate its Facility in such a manner that it causes no disruption of other services or damage to the other facilities. If Company damages any City facility, Company must pay to City, the full costs of all repairs incurred by City to repair such damage, together with an administrative fee of fifteen percent (15%). If Company damages any facility owned by an entity other than City, Company must, at the option of the entity whose facility was damaged, either repair and restore such facility to its condition before such damage or reimburse that entity the full cost incurred for repairs and restoration and also for other damages as proved by such other entity.

SECTION 10. TERMINATION

10.1 Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of written notice of default; or (ii) by Company if it does not obtain or maintain any agreement, permit, or other approval necessary for the construction and operation of the Site; or (iii) by Company if Company determines that the Site is not appropriate for its operations for economic or technological reason, including without limitation, signal interference; or (iv) Company's Insolvency as described in this section.

10.2 Rights at Termination. The following provisions will apply at the expiration of the term of this Agreement:

10.2.1 Surviving Obligations. Expiration or termination of this Agreement does not terminate Company's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

10.2.2 Delivery of Possession. Company must cease using the Site. Company must without demand, peaceably and quietly quit and deliver up the Site to the City thoroughly cleaned, in good repair with the Site maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Site is now or in such better condition as the Site may hereafter be placed.

10.2.3 Confirmation of Termination. Upon expiration or termination of this Agreement for any reason, Company must provide to City within thirty (30) days of written demand a recordable quitclaim deed or other disclaimer, as determined by City, releasing Company's interest in the Site executed and acknowledged by Company and by all persons claiming through this Agreement on behalf of Company any interest in or right to use the Site.

10.2.4 Removal of Improvements. Company must remove all Facilities and restore the Site to its prior condition, ordinary wear and tear excepted, at Company's expense within thirty (30) days of termination of this Agreement. Without limitation, such work shall include revegetation within the Site and appropriate irrigation systems for revegetated areas.

10.2.5 Prior Improvements. This section also applies to any improvements that Company may have made to the Site.

10.3 Company's Insolvency. Company's insolvency will be deemed an event of default. "Insolvency" means: (a) the making by Company of any general assignment or general arrangement for the benefit of creditors; (b) the filing by or against Company of a petition to have Company adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Company, the same is dismissed within sixty (60) days); or (c) the appointment of a trustee or receiver to take possession of substantially all of Company's assets located at the Site or of Company's interest in this Agreement, where possession is not restored to Company within thirty (30) days.

SECTION 11. INDEMNITY AND INSURANCE

11.1 Insurance Responsibility. During the entire term of this Agreement, Company must insure its property and activities at and about the Site and must provide insurance and indemnification as follows:

Company must carry and maintain, and must cause its contractors to procure and maintain as provided in Section F below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with Company's obligations under this Agreement and Company's activities on the Site, including but not limited to the installation, construction, relocation, removal, repair, operation, and maintenance of the Facility by Company, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Company from liabilities that might arise out of this Agreement by Company, its agents, representatives, employees or contractors, and Company is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Company must provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
   Policy must include bodily injury, property damage, and contractual liability coverage.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

   a. The policy must be endorsed to include the following additional insured language: "The City of Chandler shall be named as an additional insured with respect to liability arising out of the activities performed by Company." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability.

   b. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

2. Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler shall be named as an additional insured with respect to liability arising out of the activities performed by Company, including automobiles owned, leased, hired, or borrowed by Company".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a waiver of subrogation against the City of Chandler.

4. Pollution Liability:

Per Claim	$5,000,000
Annual Aggregate	$5,000,000

a. The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by Company."

b. The policy must include coverage for:

Cleanup of sudden or accidental pollution conditions arising from the Facility, as defined in this Agreement; cleanup of new conditions arising from Company's operations and use of the Site under this Agreement; and third-party claims for on and off-site bodily injury and property damage.

c. Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

5. Tech E&O and Network Security & Privacy Liability Insurance (Cyber):

Per Loss Tech E&O	$	10,000,000
Network Security & Privacy	$	10,000,000

a. The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this Agreement. If such insurance is maintained on an occurrence form basis, Company must maintain such insurance for an additional period of one (1) year following termination or expiration of this Agreement. If such insurance is maintained on a claims-made basis, Company must maintain such insurance for an additional period of three (3) years following termination or expiration of this Agreement. If Company contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Company must provide proof of same.

b. The insurance must provide coverage for the following risks:

Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information)

stored or transmitted in electronic form.

Network security liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

c. The policy must provide a waiver of subrogation.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Company's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Company has undertaken under this Agreement.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and provide thirty (30) days prior written notice of cancellation for any reason other than non-payment of premium in which a ten (10) day notice shall be given to City. Such notice must be sent directly to the addresses listed below:

City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to:

Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed, authorized, or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Company from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Company must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section C. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Company must make copies of all insurance policies required by this Agreement available for City's review through a representative and at a location within Maricopa County, Arizona designated by Company.

F. CONTRACTORS: All contractors must maintain separate insurance as determined by Company, however, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

11.1.2 Approval: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment, but may be made by administrative action.

11.2 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Company shall indemnify, defend and hold harmless City and all other Additional Insureds for, from and against any and all claims or harm related to Company's use of the Site or the rights granted to Company with respect to the Site or Company's exercise of its rights under this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Company's use of the Site or other property pursuant to this Agreement, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement by Company, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Site or surrounding areas related to Company's exercise of its rights under this Agreement, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

11.3 Risk of Loss. Company assumes the risk of any and all loss, damage or claims related to Company's use of the Site or other property of City, Company or third parties throughout the term of this Agreement and the term(s) of any and all Permits. Company must be responsible for any and all damage to its property and equipment related to this Agreement unless caused by the negligence of the City or its agents or contractors.

SECTION 12. ASSIGNABILITY AND TRANSFERABILITY

12.1 Assignability. This Agreements is not assignable by Company (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following.

12.2 Assignments Affected. Every assignment of any of Company's interest in the Site this Agreement, or any of Company's rights or interests hereunder is prohibited unless Company first receives from City notice of City's written consent to the assignment, City's consent to such assignment not to be unreasonably withheld, conditioned, or delayed. All references in this Agreement to assignments by Company or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions: (i) any voluntary or involuntary assignment, conveyance or transfer of Company's right to use the Site under this Agreement or any interest or rights of City under this Agreement, in whole or in part; (ii) any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Company's rights to use the Site (collectively "Liens"); (iii) any assignment by Company of any interest in this Agreement for the benefit of creditors, voluntary or involuntary; (iv) a Company Insolvency; (v) the occurrence of any of the foregoing by operation of law or otherwise; (vi) the occurrence of any of the foregoing with respect to any assignee or other successor to Company.

12.3 Pre-approved Assignments. Notwithstanding the foregoing, and subject to certain conditions hereafter stated, City hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

12.3.1 Complete Assignment of Agreement and Permits. Company's complete assignment of all of Company's rights and interests in the Site and this Agreement to a single assignee who meets all of the following requirements, as determined by City in City's reasonable discretion (a "Qualified Operator"): (i) The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Company's and adequate to successfully perform the obligations set forth herein; (ii) The assignee is experienced in the management and operation of similar projects; (3) The assignee assumes all of Company's obligations herein; (iii) The assignee has a net worth of not less than Fifty Million and No/100 Dollars ($50,000,000.00).

12.3.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

12.3.3 Merger. The merger or consolidation of Company with another entity that is a Qualified Operator.

12.3.4 Common Ownership Transfer. Company's complete assignment of all of Company's rights and interests in this Agreement to a single assignee who is and remains a wholly owned subsidiary of Company's sole owner as of the date of this Agreement (or a wholly owned subsidiary of a wholly owned subsidiary of Company's sole owner as of the date of this Agreement), or to an entity that controls or is controlled by, or is under common control with Company.

12.4 Limitations on Assignments. City's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied: (i) Except for the sale of stock, Company must provide to City a summary of provisions of the transaction documents assigning its interests; and (ii) Each assignee must execute an assumption of this Agreement in the form attached hereto as Exhibit "E"; and (iii) Each Pre-approved Assignment must satisfy all other requirements of this Agreement pertaining to assignments.

12.5 Assignment Remedies. Any assignment without City's consent shall be void and shall not result in the assignee obtaining any rights or interests. City may, in its sole discretion and in addition to all other remedies available to City under this Agreements; collect Use Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City under this Agreement.

12.6 Effect of Assignment. Prior to any assignment, each assignee must execute an assumption of this Agreement in the form attached hereto as Attachment "E." No action or inaction by City shall be deemed a waiver of the prohibition on assignments or any other provision herein, or the acceptance of the assignee, or a release of Company from the further performance by Company of the provisions of this Agreement. Consent by City to an assignment shall not relieve Company from obtaining City's consent to any further assignment. No assignment may release Company from any liability hereunder.

12.7 Enforceability after Assignment. No consent by City may be deemed to be a novation. City's consent to any assignment does not in any way expand or modify the terms set forth this Agreement or waive, diminish or modify any of City's rights or remedies under this Agreement. The terms set forth in this Agreement will be enforceable against Company and each successor, partial or total, and regardless of the method of succession, to Company's interest hereunder. Each successor having actual or constructive notice of this Agreement, will be deemed to have agreed to the preceding sentence.

12.8 Grounds for Refusal. Except for the Preapproved Assignments, no assignment of any agreement or permit by Company is contemplated or bargained for. Without limitation, City has the right to impose upon any consent to assignment such conditions and requirements as City may deem appropriate.

12.9 Consent to Assignments. Company must attach to each Pre-approved Assignment a copy of Company's notice to City of the Pre-approved Assignment and other required documents, Company must attach to each other assignment, a copy of City's notice to Company of City's consent to the assignment. This Agreement will continue to be enforceable according to its terms in spite of any provisions of any documents relating to an assignment.

12.10 Assignment Fee. Company must pay to City in advance the sum of Five Hundred Dollars ($500) as a nonrefundable fee for legal, administrative and other expenses related to every Pre-approved Assignment of this Agreement (including any related Site permits (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether or not City grants such request.

SECTION 13. SITE

13.1 Site Boundary; Limitations. Notwithstanding anything herein to the contrary, the Site includes and is limited to only certain areas of the Public Property that Company is permitted to use and occupy as depicted in Exhibit "B". This includes (i) the land area to be used by Company solely for the equipment shown on the Site Plan; (ii) the pole or structure to be used by Company for mounting antennas and related equipment; (iii) a motor vehicle parking space (the "Parking Space") to be used by Company solely for parking a service vehicle to service the Facility and for ingress and egress to that Parking Space; and (iv) utilities within the Site and on the Public Property. The Site excludes other parts of the Public Property and all other land. Company may not occupy or use any other portion of the Public Property or adjoining lands owned by the City without City's written consent. This Agreement does not grant any rights to use land outside the Public Property.

13.2 Power and Telephone Service. City grants to Company the right to install, repair, replace and maintain the utility wires, poles, fiber, cables, conduits and pipes on the Public Property in the locations shown in Exhibits "A" and "B". Any proposed service entrance section, electrical meter pedestal, vault or other equipment and any associated conduits required by power, telephone, or other service companies to be constructed by the company to provide such services to the Site must be clearly indicated on the Site Plan to coordinate with and avoid conflicts with other users of the Public Property.

13.3 Rights in Adjacent Land. Company's interests granted by this Agreement are expressly limited to the real property defined as the "Site". Without limitation, in the event any public right-of-way or other public or private property at or adjacent to the Public Property is owned, dedicated, abandoned, or otherwise acquired, used, improved, or disposed of by City, such property will not accrue to Company but will be City's only.

13.4 Variation in Area. In the event the Site consist of more or less than any stated area, Company's obligations hereunder will not be increased or decreased.

13.5 Condition of Title. Company must not amend, modify, terminate, or otherwise change the Site Documents or attach new Site Documents to this Agreement without the City's written approval.

13.5.1 Title. City does not warrant title or rights to use the Site or any other property.

13.5.2 Indemnity. Company must pay, indemnify, defend, and hold harmless the City and its agents and representatives of, from and against any and all claims, demands, damages, expenses, interest or penalties of any kind or nature whatsoever, including attorneys', arbitrators' and experts' fees and court costs that arise from or relate to Company's failure to comply with the Site Documents.

13.6 Condition of Site. The Site is being made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use or particular purpose.

13.7 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Company's rights herein are limited to those stated in this Agreement. Company's rights in the Site are limited to the specific rights created herein as an approved Agreement.

13.8 Reserved Right and Competing Users and Activities. Notwithstanding anything herein to the contrary, City specifically reserves to itself a non-exclusive delegable right (the "Reserved Right") over the entire Public Property located outside of the Site for all manner of real and personal improvements and for streets, sidewalks, trails, landscaping, utilities, and every other land use of every description. Without limitation:

13.8.1 Competing Users. Company accepts the risk that City may now or in the future install Facilities in the Public Property located outside of the Site in locations that make parts of the Public Property unavailable for Company's use.

13.8.2 Competing Activities. Company accepts the risk that there may now or in the future exist upon the Public Property located outside of the Site all manner of work and improvements upon the Public Property (the "Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other work dealing with any or all of the following, whether above, upon or below the surface of the Public Property and whether occasioned by existing or proposed uses of the Public Property or existing or proposed uses of adjoining or nearby land: (i) All manner of streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances; (ii) All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guy wires of every description, and all manner of other utility facilities and their appurtenances; (iii) All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances: (iv) All other uses of the Public Property that City may permit from time to time.

13.9 City's Rights Cumulative. All of City's Reserved Rights under various provisions of this Agreement will be cumulative to each other.

13.10 Use Priorities. This Agreement does not grant to Company or establish for Company any exclusive rights or priority in favor of Company to use the Site. Company must not obstruct or interfere with or prevent City from using the Site. Subject to the terms of this Agreement, the parties shall use best efforts to avoid interference with use of the Site by the other party.

13.11 Regulation. City reserves the full authority to regulate use of the Public Property and to resolve competing demands and preferences regarding use of the Public Property located outside of the Site and to require Company to reasonably cooperate and participate in implementing such resolutions. Without limitation, City may take any or all of the following into account in regulating use of the Public Property: (i) all timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities; and (ii) all other factors City may consider relevant, whether or not mentioned in this Agreement; (iii) differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

13.12 Communications Equipment Relocation. Upon one hundred eighty (180) days' notice from City, which notice shall identify any available alternate location for the Facility, Company must temporarily or permanently relocate or otherwise modify the Facility (the "Relocation Work") as follows: (i) Company must perform the Relocation Work at Company's own expense; (ii) the Relocation Work includes all work determined by City to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting, or relocating any portion of the Facility; (iii) City may perform any part of the Relocation Work that has not been performed within the allotted time, and Company must reimburse City for its actual costs in performing any Relocation Work; and (iv) City has no obligation to move Company's, City's or others' facilities, but may assist Company to find a new location and to expedite the approval process; (v) City reserves the right to use any of Company's Facilities that are abandoned in place or that are not relocated on City's request; (vi) all Relocation Work is subject to and must comply with this Agreement; (vii) if City and Company cannot mutually agree on an alternate location, this Agreement will terminate as set forth in section 10; and (viii) permanent relocation must be reflected by an amendment to this Agreement and subject to City Council approval.

13.13 Interference/Disruption by Competing Users. Neither City, nor any agent, contractor, or employee of City will be liable to Company, its customers nor third parties for any service disruption or for any harm caused them or the Facility due to Competing Users or Competing Activities.

13.14 RESERVED.

13.15 Public Safety. If the Communications Equipment or any other Company equipment, improvements, or activities present any immediate hazard or impediment to the public, to City, to City's equipment or facilities, to other improvements or activities within or outside of the Site, or to City's ability to safely and conveniently operate the Public Property or perform City's utility, public safety, or other public health, safety, and welfare functions, Company must immediately remedy the hazard, comply with City requests to secure the Public Property, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment. Company's work crews must report to the Site within four (4) hours of any request by City under this section or as soon thereafter as is reasonably practicable. The City may impose violation use fees and civil sanctions as provided in C.C.C. chapter 46 for Company's failure to comply with this section, this Agreement, or City Code.

13.16 Third Party Permission. Company's Facility located outside of the Site must not be located on Third Party Areas without the third party's written permission.

SECTION 14. PROPRIETARY INFORMATION

14.1 Notice to Company. If City receives a request to disclose information identified by Company as proprietary information, City will notify Company of such request as provided in section 19.13 to permit Company at Company's cost a reasonable opportunity to prevent the disclosure of the requested information. If the City does not receive a court order to prevent disclosure within five business days from the date of the notice or within such other reasonably expedited timeframe as allowed by law, the City will disclose the requested information.

14.2 Public Records Law. Notwithstanding any provision in this Agreement, Company acknowledges and understands that City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Laws (A.R.S. § 39-121 et. seq.).

SECTION 15. ABANDONMENT

15.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the Facility is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such Facility or property has been installed in the Public Property without complying with the requirements of this Agreement beyond any applicable cure periods, or this Agreement has terminated or been revoked, Company must promptly, upon being given 60 days' written notice from the City, begin removal of such Facility and related appurtenances from the Public Property other than such underground facilities which the City may permit to be abandoned in place; provided, that Company shall not be deemed to have abandoned the Facilities so long as Company continues to pay the Base Fee when due. In the event of such removal, Company must promptly restore the Public Property or other area from which such property has been removed to a condition as existed prior to the removal of the structure or property, ordinary wear and tear excepted.

15.2 Permanent Abandonment. The Facility and any other property of Company remaining on the Public Property without the consent of the City 180 days after the termination of this Agreement will be at the option of the City considered permanently abandoned. Any Company property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

SECTION 16. AGREEMENT REVOCATION

16.1 Revocation for Nonuse. Not later than 24 months after the date that the City issues a wireless Agreement under C.C.C. chapter 46, Company must offer and provide wireless services unless the Company cannot meet the requirement for reasons beyond the Company's control as provided in Section "19.22". If Company fails to comply with this section, the City may revoke this Agreement.

16.2 Revocation for Cause. In addition to C.C.C. chapter 46 and subject to Section 16.4 below, this Agreement may, after public hearing, be revoked, altered, or suspended by the City as it deems necessary on any of the following grounds: (i) failure to file and maintain any faithful letters of credit, insurance coverage or pay Agreement fees as required under this Agreement; (ii) failure to comply with applicable law regarding the operation of the Facility, this Agreement, or the appropriate regulatory authority; (iii) violation of material terms of this Agreement; (iv) fraud by Company, in its conduct or relations under this Agreement; (v) willful or grossly negligent repeated violations of this Agreement; (vi) failure to comply with any federal, state, local or administrative order, law, permit regulation or consent decree as such may apply to Company's activities, as contemplated in this Agreement; and (vii) permanent or temporary suspension for a period greater than 180 calendar days by the United States or the State of Arizona for any authorizations for Company to own, operate, maintain, or construct a Wireless System.

16.3 Cure Period. If any of the foregoing events occur, Company will be given a period of 60 days after receipt of a written notice of default from the City to cure the default before the hearing described in Section 16.4. The provisions of Section 16.5 apply: (i) if Company fails to cure the event of default within the 60 day period; or (ii) when an event of a default cannot be cured within the 60 day period and Company fails to begin and diligently pursue the cure.

16.4 City Determination; Public Hearing. If Company fails to remedy its default as provided for in Section 16.3, City will notify Company of that determination and will state the major causes and reasons supporting the determination. Company will be granted ten days to respond to the determination. The City will consider the response of Company, if any, and may then terminate, postpone for a period, or proceed with the revocation, alteration, or suspension process. If the City proceeds with the revocation, alteration, or suspension process, or reactivates a postponed proceeding, a written statement of revocation, alteration, or suspension will be served upon Company stating the principal reasons for such action and a copy of the statement must be sent by certified U.S. mail, return receipt requested, to Company as provided in Section 19.13. The City Council may take final action on the revocation, alteration, or suspension of this Agreement after holding a public hearing.

16.5 Removal of Facilities. Upon revocation of this Agreement, the City may declare a forfeiture, whereupon all rights and privileges of Company under this Agreement will immediately be divested without a further act upon the part of Company, and Company must remove its structures or property from the Public Property and restore the Public Property to the condition as existed prior to the removal of the structure or property, ordinary wear and tear excepted. Upon Company's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Company. At the City's option, Company may abandon structures or property in place as provided in this Agreement. At a minimum, the Public Property must be restored to a condition as existed before the removal of the structures or property, ordinary wear and tear excepted.

SECTION 17. RADIO FREQUENCY REQUIREMENTS; CITY EMPLOYEE SAFETY

17.1 RF Compliance Requirements. Company must document, report, and confirm its compliance with FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules"). Company must cause a qualified professional engineer responsible for compliance with the FCC Rules to deliver to City a written letter (the "RF Letter"), as follows: (i) The RF Letter must attest that Company's operation of the Communications Equipment is in compliance with the FCC Rules. A statement from Company declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph; and (ii) Company must maintain records of radio frequency measurements and Communications Equipment performance in accordance with the FCC Rules; and (iii) Company must show its compliance with the FCC Rules.

17.2 Prior Notice for Work Near Facility. Prior to performing any work on the Site, the City's employee will contact the Network Operations Center (the NOC") whose information must be located on the ground level of the Facility or on the pole. The City's employee will identify himself or herself as an employee of City and will request deactivate the RF signals at the Site for a specified period. Upon completion of the work, the City's employee will contact the NOC to inform Company that the Site may activate the RF signals.

SECTION 18. VIOLATION USE FEES AND PUBLIC SAFETY VIOLATIONS.

18.1 Violation Use Fee. Company agrees to pay Violation Use Fees as provided in C.C.C. chapter 46. The City may elect to draw upon the letter of credit required in Section 8 to collect the Violation Use Fees. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of Violation Use Fees. Company's payment of Violation Use Fees does not excuse Company's breach of this Agreement or limit the City's legal or equitable remedies.

18.2 Enforcement of Violation Use Fees. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.13. If City determines that Company is liable for Violation Use Fee, the City assesses the Violation Use Fee by setting forth the nature of the violation and the amount of the assessment. Within ten days of the notice of violation date, Company may appeal the violation as provided in C.C.C. chapter 46 or must pay the Violation Use Fee.

18.3 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, as provided in C.C.C. chapter 46 the City Manager may issue notices of violation of this Agreement and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the public right-of-way. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.13, and Company's violation may result in a civil sanction as provided in C.C.C. chapter 46. For continuing violations within a 24-hour period, each calendar day is considered a separate period for civil sanctions.

18.4 Civil Action for Violations. These remedies are cumulative and the City may proceed under one or more remedies. Any party who causes, permits, facilitates, or aids or abets any violation of any provision of this section or who fails to perform any act or duty required by this section is subject to a civil sanction as provided in C.C.C. chapter 46.

SECTION 19. GENERAL CONDITIONS.

19.1 Agreement Administrator and Enforcement. In all matters of Agreement administration, the City Manager has authority to determine Company's compliance with the terms and provisions of the Agreement, and in the event of non-compliance, to exercise any or all of the remedies provided in this Agreement and to the full extent provided by law.

19.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

19.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this Agreement to which Company is party.

19.4 Compliance With Laws. Company must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Company under this Agreement.

19.5 Recourse. In the event that Company maintains any action or effects any remedies for default against City, Company shall be entitled to recover from City a maximum amount not to exceed the Base Fee payable during the previous twelve (12) month period of the Term, with the exception of damages arising from bodily injury caused by the willful or negligent acts of City. Notwithstanding the foregoing, Company may seek provisional remedies available at law, including injunctive relief.

19.6 Non-Enforcement by the City. Company will not be relieved of its obligation to comply with any of the provisions of this Agreement by reason of the City's failure to insist upon or to seek compliance with any term and condition.

19.7 Agreement Documents. Company must submit to the City the letter of credit and insurance certificates as required by this Agreement within 30 days of the Effective Date. In the event Company does not timely satisfy these obligations, Company shall be in default of this Agreement.

19.8 Survival of Warranties. Company's representations and warranties made as part of the grant of this Agreement survive termination or revocation of this Agreement.

19.9 Right of Cancellation. Company acknowledges that this Agreement is subject to cancellation by the City under A.R.S. § 38-511.

19.10 Covenant Against Contingent Fees. Company warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council or any employee of the City has any direct pecuniary interest (and excluding passive investment interest), financially or otherwise, in this Agreement. For breach or violation of this warranty, the City has the right to annul this Agreement without liability.

19.11 Independent Contractor. Any provision in this Agreement that may appear to give the City the right to direct Company or Company the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

19.12 Governing Law; Jurisdiction. Arizona law governs this Agreement, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this Agreement must be instituted in Maricopa County, Arizona courts.

19.13 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this Agreement must be in writing and: (i) delivered in person; or (ii) sent by United States mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To City:

City of Chandler
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Attention: Development Services
Phone: (480) 782-3000
e-mail: tuf@chandleraz.gov
With a copy to:

City of Chandler
Office of the City Attorney
P.O. Box 4008, Mail Stop 602
Chandler, Arizona 85224-4008

To Company:

T-Mobile West Tower LLC
12920 SE 38th St.
Bellevue, WA 98006
Attention: Leasing Administration

With a copy to:

T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

Notice will be deemed received at the time it is delivered or personally served, or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone

number, email address or the person to receive notice by notifying the other party as provided in this Section. Courtesy copies of notices may be sent by electronic mail, which must also be sent by U.S. mail or national courier as stated above to the recipient at the above address.

19.14 Organization/Employment Disclaimer. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this Agreement.

19.15 Entire Agreement; Amendment; Waivers. This Agreement, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Company with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit "A" – Facility Drawings
Exhibit "B" – Site Description
Exhibit "C" – Chandler Department Approval Form
Exhibit "D" – Form Letter of Credit
Exhibit "E" – Assumption Wireless Use Agreement
Exhibit "F" – Extension of Wireless Use Agreement

19.16 Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any right or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any person who is not a party to this Agreement, nor will any provisions in this Agreement give any persons not a party to this Agreement any right of subrogation or action over or against any Party to this Agreement.

19.17 Construction. This Agreement is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to "Sections" herein refer to the sections and paragraphs of this Agreement unless specifically stated otherwise. The section and other headings contained in this Agreement are inserted for convenience of reference only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation of this Agreement.

19.18 Severability. If any covenant, condition, term, or provision of this Agreement is held to be illegal, or if the application of this Agreement to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this Agreement is valid and enforceable to the fullest extent permitted by law.

19.19 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this Agreement.

19.20 Force Majeure. For the purpose of any of the provisions of this Agreement, neither Company nor the City, as the case may be, will be considered in breach of or in default of their obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Company's and the City's

obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

19.21 On-Call Assistance. Company must be available to staff employees of any City department having jurisdiction over Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Facility. City may contact by telephone the control center operator at telephone number 800-788-7011 regarding such problems or complaints. In the event of a public emergency, the emergency contact can be reached at 800-788-7011.

19.22 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Company and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of this Agreement and may be subject to penalties up to and including revocation of the Agreement. City retains the legal right to inspect the papers of Company's employees who provide services under this Agreement to ensure that Company and its contractors comply with this warranty.

19.23 Written Acceptance. Company's execution of this Agreement constitutes Company's acceptance of this Agreement as granted and its agreement to be bound by and to comply with the terms and conditions of this Agreement. Company's signature must be acknowledged by Company before a notary public.

19.24 Data Confidentiality and Data Security. As used in this Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Company as part of the terms and conditions of this Agreement. Except as specifically provided in this Agreement, Company must not divulge data to any third party without the City's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the Company prior to the Effective Date; or (ii) data which was acquired by the Company in its performance under this Agreement and which was disclosed to the Company by a third party, who to the best of the Company's knowledge and belief, had the legal right to make such disclosure and the Company is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Company is subject. Company assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Company, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

19.25 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Company. At a minimum, Company must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Company or its agents in connection with this Agreement is believed to have been compromised, Company or its agents must immediately notify the City contact. Company agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Company under this Section must survive the termination of this Agreement.

[Execution Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

City of Chandler,
an Arizona municipal corporation

By: _____
MAYOR/Authorized Staff

T-Mobile West Tower LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: _____

Print Name: Lori Lopez

Title: Senior Transaction Manager

APPROVED AS TO FORM:

_____ for
City Attorney

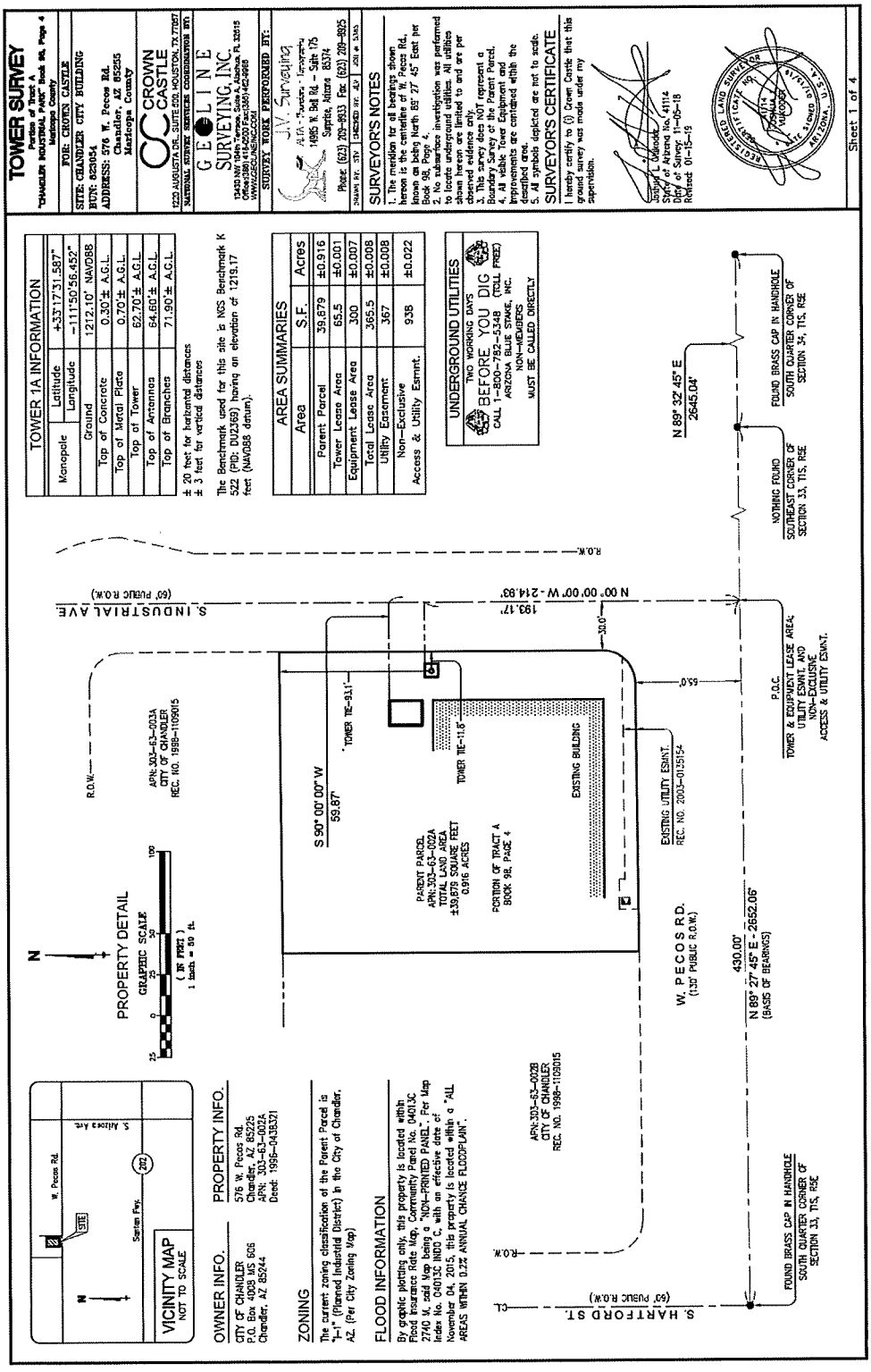
ATTEST:

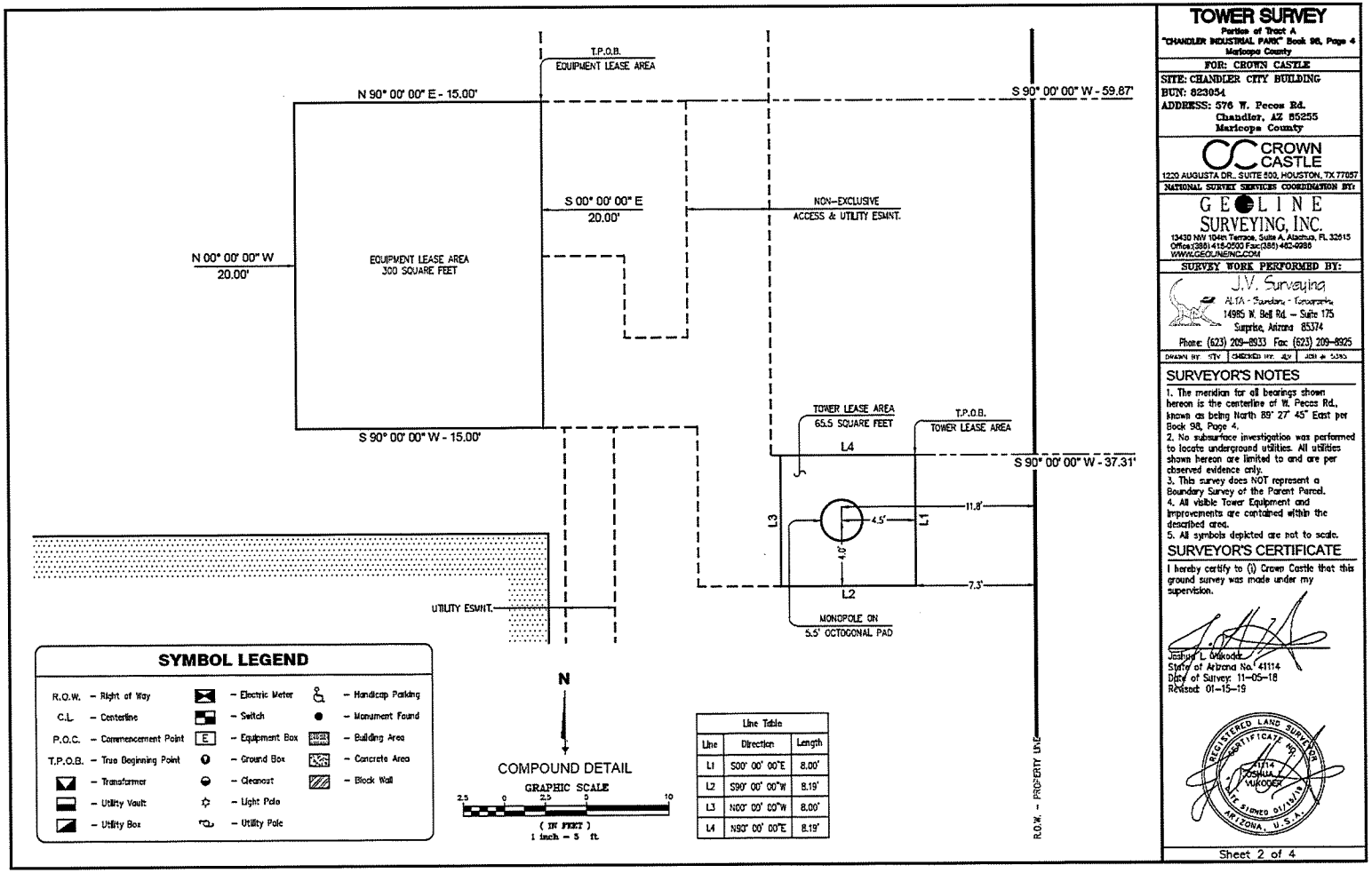
_____
City Clerk

SEAL

EXHIBIT "A"

FACILITY DRAWINGS





Line Table		
Line	Direction	Length
L1	S00° 00' 00"E	8.00'
L2	S90° 00' 00"W	8.19'
L3	N00° 00' 00"W	8.00'
L4	N90° 00' 00"E	8.19'

TOWER SURVEY

Portion of Tract A
"CHANDLER INDUSTRIAL PARK" Book 98, Page 4
Maricopa County

FOR: CROWN CASTLE

SITE: CHANDLER CITY BUILDING
BUN: 823054
ADDRESS: 576 W. Pecos Rd.
Chandler, AZ 85225
Maricopa County

CROWN CASTLE
1220 AUGUSTA DR., SUITE 500, HOUSTON, TX 77057
NATIONAL SURVEY SERVICES COORDINATION PT:

GEOLINE SURVEYING, INC.
13430 NW 104th Terrace, Suite A, Alachua, FL 32615
Office:(386) 418-0000 Fax:(386) 462-0086
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:
J.V. Surveying
ALTA - Boundary - Topographic
14985 W. Bell Rd. – Suite 175
Surprise, Arizona 85374
Phone: (623) 209-8933 Fax: (623) 209-8926

DRAWN BY: TV | CHECKED BY: JV | JOB # 5393

SURVEYOR'S NOTES

1. The meridian for all bearings shown hereon is the centerline of W. Pecos Rd., known as being North 89° 27' 45" East per Book 98, Page 4.
2. No subsurface investigation was performed to locate underground utilities. All utilities shown hereon are limited to and are per observed evidence only.
3. This survey does NOT represent a Boundary Survey of the Parent Parcel.
4. All visible Tower Equipment and improvements are contained within the described area.
5. All symbols depicted are not to scale.

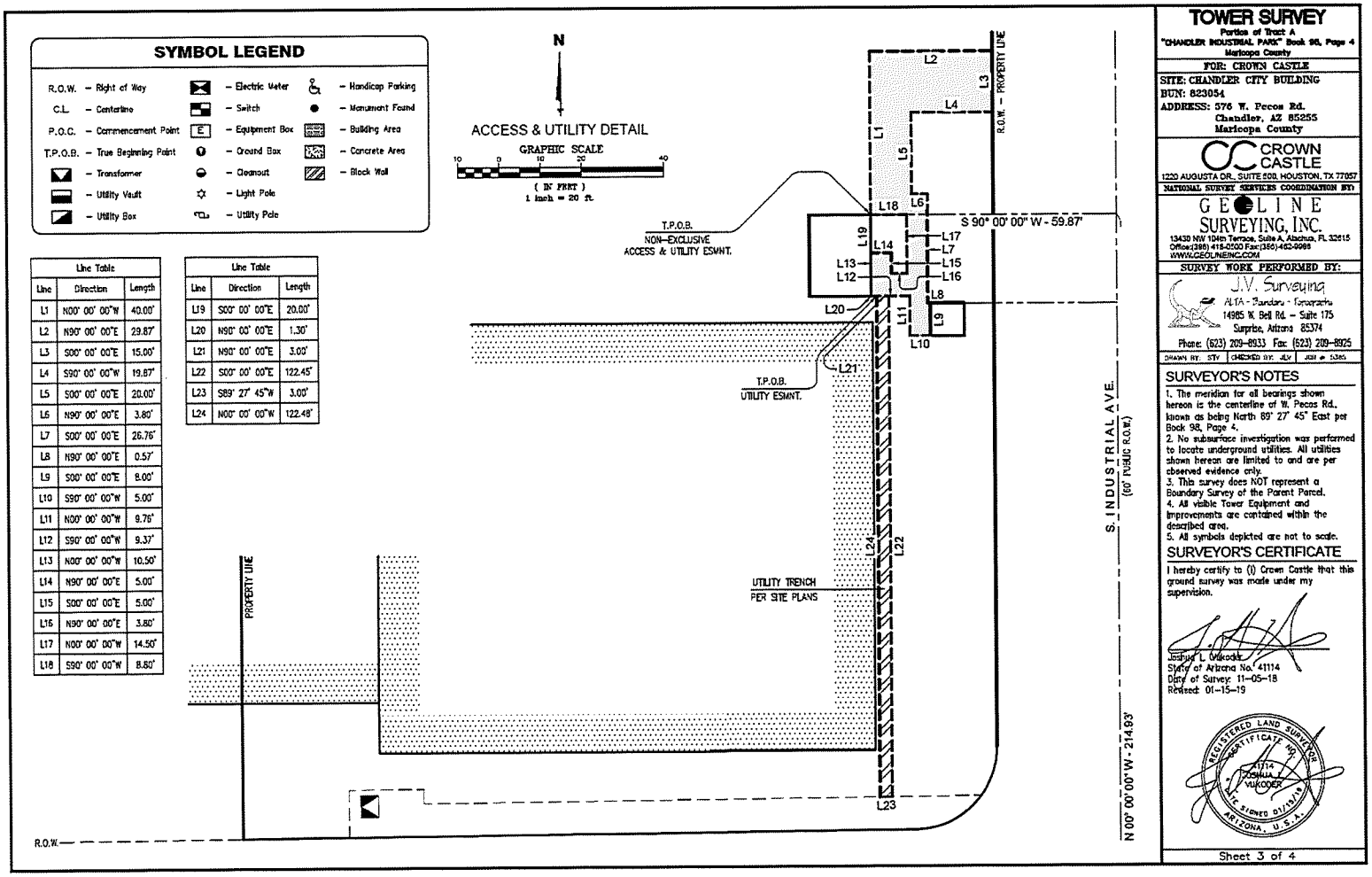
SURVEYOR'S CERTIFICATE

I hereby certify to (i) Crown Castle that this ground survey was made under my supervision.

Joshua L. Vukodek
State of Arizona No. 41114
Date of Survey: 11-05-18
Revised: 01-15-19

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41114
JOSHUA L.
VUKODEK
DATE SIGNED 01/15/19
ARIZONA, U.S.A.

Sheet 2 of 4



Line Table		
Line	Direction	Length
L1	N00° 00' 00"W	40.00'
L2	N90° 00' 00"E	29.87'
L3	S00° 00' 00"E	15.00'
L4	S90° 00' 00"W	19.87'
L5	S00° 00' 00"E	20.00'
L6	N90° 00' 00"E	3.80'
L7	S00° 00' 00"E	26.76'
L8	N90° 00' 00"E	0.57'
L9	S00° 00' 00"E	8.00'
L10	S90° 00' 00"W	5.00'
L11	N00° 00' 00"W	9.76'
L12	S90° 00' 00"W	9.37'
L13	N00° 00' 00"W	10.50'
L14	N90° 00' 00"E	5.00'
L15	S00° 00' 00"E	5.00'
L16	N90° 00' 00"E	3.80'
L17	N00° 00' 00"W	14.50'
L18	S90° 00' 00"W	8.80'

Line Table		
Line	Direction	Length
L19	S00° 00' 00"E	20.00'
L20	N90° 00' 00"E	1.30'
L21	N90° 00' 00"E	3.00'
L22	S00° 00' 00"E	122.45'
L23	S89° 27' 45"W	3.00'
L24	N00° 00' 00"W	122.48'

TOWER SURVEY

Portion of Tract A
"CHANDLER INDUSTRIAL PARK" Book 98, Page 4
Maricopa County

FOR: CROWN CASTLE

SITE: CHANDLER CITY BUILDING
BUN: 823054
ADDRESS: 576 W. Pecos Rd.
Chandler, AZ 85225
Maricopa County

CROWN CASTLE
1220 AUGUSTA DR., SUITE 500, HOUSTON, TX 77057

NATIONAL SURVEY SERVICES COORDINATION BY:

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14985 W. Bell Rd. – Suite 175
Surprise, Arizona 85374
Phone: (623) 209-8933 Fax: (623) 209-8925

DRAWN BY: STV | CHECKED BY: JLV | JOB # 5385

SURVEYOR'S NOTES

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SURVEYOR'S CERTIFICATE

I hereby certify to (1) Crown Castle that this ground survey was made under my supervision.

Joshua L. Vukoder
State of Arizona No. 41114
Date of Survey: 11-05-18
Revised: 01-15-19

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41114
JOSHUA
VUKODER
DATE SIGNED 01/15/19
ARIZONA, U.S.A.

Sheet 3 of 4

TOWER LEASE AREA

(As-Created)

THAT PORTION OF TRACT A, CHANDLER INDUSTRIAL PARK, IN THE CITY OF CHANDLER, COUNTY OF MARICOPA, STATE OF CALIFORNIA, AS SHOWN ON MAP FILE FOR RECORD IN BOOK 98 OF MAPS, PAGE 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF WEST PECOS ROAD AND SOUTH INDUSTRIAL AVENUE;
THENCE NORTH 00° 00' 00" WEST, ALONG THE CENTERLINE OF SAID SOUTH INDUSTRIAL AVENUE, A DISTANCE OF 193.17 FEET TO A POINT;
THENCE SOUTH 90° 00' 00" WEST, LEAVING SAID CENTERLINE, A DISTANCE OF 37.31 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET TO A POINT;
THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 8.19 FEET TO A POINT;
THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 8.00 FEET TO A POINT;
THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 8.19 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.001 ACRES (65.5 SQUARE FEET) OF LAND MORE OR LESS.

EQUIPMENT LEASE AREA

(As-Created)

THAT PORTION OF TRACT A, CHANDLER INDUSTRIAL PARK, IN THE CITY OF CHANDLER, COUNTY OF MARICOPA, STATE OF CALIFORNIA, AS SHOWN ON MAP FILE FOR RECORD IN BOOK 98 OF MAPS, PAGE 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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THENCE NORTH 00° 00' 00" WEST, ALONG THE CENTERLINE OF SAID SOUTH INDUSTRIAL AVENUE, A DISTANCE OF 214.93 FEET TO A POINT;
THENCE SOUTH 90° 00' 00" WEST, LEAVING SAID CENTERLINE, A DISTANCE OF 59.87 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 20.00 FEET TO A POINT;
THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 15.00 FEET TO A POINT;
THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 20.00 FEET TO A POINT;
THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.007 ACRES (300 SQUARE FEET) OF LAND MORE OR LESS.

UTILITY EASEMENT

(As-Created)

THAT PORTION OF TRACT A, CHANDLER INDUSTRIAL PARK, IN THE CITY OF CHANDLER, COUNTY OF MARICOPA, STATE OF CALIFORNIA, AS SHOWN ON MAP FILE FOR RECORD IN BOOK 98 OF MAPS, PAGE 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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THENCE SOUTH 90° 00' 00" WEST, LEAVING SAID CENTERLINE, A DISTANCE OF 59.87 FEET TO A POINT;
THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 20.00 FEET TO A POINT;
THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 1.30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 3.00 FEET TO A POINT;
THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 122.45 FEET TO A POINT ON THE NORTHERLY LINE OF AN EXISTING UTILITY EASEMENT RECORDED UNDER DOCUMENT NO. 2003-0135154;
THENCE SOUTH 89° 27' 45" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 3.00 FEET TO A POINT;
THENCE NORTH 00° 00' 00" WEST, LEAVING SAID NORTHERLY LINE, A DISTANCE OF 122.48 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.008 ACRES (367 SQUARE FEET) OF LAND MORE OR LESS.

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT

(As-Created)

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THENCE SOUTH 90° 00' 00" WEST, LEAVING SAID CENTERLINE, A DISTANCE OF 59.87 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 40.00 FEET TO A POINT;
THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 29.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH INDUSTRIAL AVENUE;
THENCE SOUTH 00° 00' 00" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO A POINT;
THENCE SOUTH 90° 00' 00" WEST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 19.87 FEET TO A POINT;
THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 20.00 FEET TO A POINT;
THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 3.80 FEET TO A POINT;
THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 26.76 FEET TO A POINT;
THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 0.57 FEET TO A POINT;
THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET TO A POINT;
THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 5.00 FEET TO A POINT;
THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 9.76 FEET TO A POINT;
THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 9.37 FEET TO A POINT;
THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 10.50 FEET TO A POINT;
THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 5.00 FEET TO A POINT;
THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 5.00 FEET TO A POINT;
THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 3.80 FEET TO A POINT;
THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 14.50 FEET TO A POINT;
THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 8.80 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.022 ACRES (938 SQUARE FEET) OF LAND MORE OR LESS.

TOWER SURVEY

Portion of Tract A
"CHANDLER INDUSTRIAL PARK" Book 98, Page 4
Maricopa County

FOR: CROWN CASTLE

SITE: CHANDLER CITY BUILDING
BUN: 823054
ADDRESS: 576 W. Pecos Rd.
Chandler, AZ 85225
Maricopa County

CROWN CASTLE
1220 AUGUSTA DR., SUITE 500, HOUSTON, TX 77057
NATIONAL SURVEY SERVICES COORDINATION STD.

GEOLINE SURVEYING, INC.
13430 NW 104th Terrace, Suite A, Alachua, FL 32615
Office:(386) 418-0200 Fax:(386) 462-9988
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:
J.V. Surveying
ALTA - Boundary - Topography
14985 W. Bell Rd. – Suite 175
Surprise, Arizona 85374
Phone: (623) 209-8933 Fax: (623) 209-8925

DRAWN BY: STV | CHECKED BY: JLV | JOB #: 5350

SURVEYOR'S NOTES

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3. This survey does NOT represent a Boundary Survey of the Parent Parcel.
4. All visible Tower Equipment and improvements are contained within the described area.
5. All symbols depicted are not to scale.

SURVEYOR'S CERTIFICATE

I hereby certify to (i) Crown Castle that this ground survey was made under my supervision.

Joshua L. Vukodek
State of Arizona No. 41114
Date of Survey: 11-05-18
Revised: 01-15-19

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41114
JOSHUA L.
VUKODEK
ARIZONA, U.S.A.

Sheet 4 of 4

EXHIBIT "B"

SITE LEGAL DESCRIPTION

TOWER LEASE AREA DESCRIPTION
THAT PORTION OF TRACT A, CHANDLER INDUSTRIAL PARK, IN THE CITY OF CHANDLER, COUNTY OF MARICOPA, STATE OF CALIFORNIA, AS SHOWN ON MAP FILE FOR RECORD IN BOOK 98 OF MAPS, PAGE 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET TO A POINT; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 8.19 FEET TO A POINT; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 8.00 FEET TO A POINT; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 8.19 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.001 ACRES (65.5 SQUARE FEET) OF LAND MORE OR LESS.

EQUIPMENT LEASE AREA DESCRIPTION
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THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.007 ACRES (300 SQUARE FEET) OF LAND MORE OR LESS.

UTILITY EASEMENT AREA DESCRIPTION
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NON-EXCLUSIVE ACCESS & UTILITY EASEMENT AREA DESCRIPTION

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THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 40.00 FEET TO A POINT;
THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 29.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH INDUSTRIAL AVENUE;
THENCE SOUTH 00° 00' 00" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO A POINT;
THENCE SOUTH 90° 00' 00" WEST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 19.87 FEET TO A POINT;
THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 3.80 FEET TO A POINT; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 26.76 FEET TO A POINT; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 0.57 FEET TO A POINT; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 8.00 FEET TO A POINT; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 9.76 FEET TO A POINT; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 9.37 FEET TO A POINT; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 10.50 FEET TO A POINT; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 3.80 FEET TO A POINT; THENCE NORTH 00° 00' 00" WEST, A DISTANCE OF 14.50 FEET TO A POINT;
THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 8.80 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 0.022 ACRES (938 SQUARE FEET) OF LAND MORE OR LESS.

CHANDLER DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACITLITES ON PUBLIC PROPERTY

Wireless Company Crown Castle / T-Mobile
Company Contact _____
Location of Site 576 W Pecos Rd - Property & Evidence Unit

Attach specifications of facilities and their location to this form.

I. *Department Where Site is to be Located*

☐ I hereby agree that to the best of our Department's knowledge with the information provided by the company, that the wireless infrastructure proposed by the above company at the noted location is acceptable to be located at our Department's facility/location.

☐ I deny our Department's approval for location at this site. Reason: _____

_____

_____

_____

_____

_____

_____

_____ _____

Department Authorized Representative Signature and Title *Date*

II. *Development Services Department*

☐ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the company of the procedures to obtain zoning permit approval.

☐ I deny our Department's approval for location at this site. Reason: _____

_____

_____

_____

_____

_____

_____

_____ _____

Planning/Zoning Authorized Representative Signature and Title *Date*

_____ _____

Real Estate Coordinator Authorized Representative Signature and Title *Date*

Chandler Department Clearance for Wireless Communication Facilities –page 2

III. *Public Safety Departments*

Information provided by the company indicates that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and will not interfere with the City's emergency communication system. If an interference or frequency study was deemed to be necessary in the City's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such equipment, then the company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Police Department:

☒ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the Department's emergency communication system.

☐ I deny our Department's approval for location at this site. Reason: _____

_____

_____

_____

_____

_____

_____

Police Chief — 4-9-18

Police Department Authorized Representative Signature and Title — *Date*

Fire Department:

☐ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the Department's emergency communication system.

☐ I deny our Department's approval for location at this site. Reason: _____

_____

_____

_____

_____

_____

_____

_____ — _____

Fire Department Authorized Representative Signature and Title — *Date*

INSTRUCTIONS: DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACILITIES ON PUBLIC PROPERTY

Section I. ***Department Where Site is to be Located***
Requires signature of Department Director or his/her designee of the Department whose manages the facility or public land/right-of-way where the wireless facility/structure is to be located. For example, if the facility is desired to be located in the following areas, the corresponding signature is required:

City Property	**Department Contact**
Community Services/Parks	Mickey Ohland, Park Development and Operation Manager 480-782-2743, mickey.ohland@chandleraz.gov 175 S. Arizona Ave., 4th Floor
Fire Station	Keith Hargis, Assistant Fire Chief 480-782-2161, keith.hargis@chandleraz.gov 151 E. Boston St.
Water/Wastewater Treatment Facility	John Knudson, Public Works Director 480-782-3590, john.knudson@chandleraz.gov 1475 E Pecos Rd.
Public Right-of-Way	Dennis Aust, Development Project Administrator 480-782-3315, dennis.aust@chandleraz.gov 215 E. Buffalo St.
Police Department	William Edel, Police Tech Manager 480-782-4153, william.edel@chandleraz.gov 250 E Chicago St.

The Company and the City Department should agree that the facilities can locate on the property under discussion without disrupting City operations. This may require an on-site tour to determine if there is an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the Department might receive such as collocation opportunities. Once a site has been agreed upon, then proceed to get signature for Section II. Fees for use for that site will be determined through the Use Agreement process once all signatures for the "Chandler Department Approvals for Wireless Communication Facilities" form have been received and submitted to the City at **Development Services Dept., 215 E. Buffalo St., Chandler, AZ 85225, (480) 782-3315.**

Section II. ***Development Services:*** Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.

Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., One-Stop Shop Front Counter, 480-782-3000 or Susan Fiala, City Planner, Planning Division, (480) 782-3067, Susan.Fiala@chandleraz.gov

Real Estate Contact: Erich Kuntze, Real Estate Coordinator, (480) 782-3397, erich.kuntze@chandleraz.gov

Section III. ***Police/Fire Departments:*** Company's technical staff should confer with the City's public safety communication staff to assure that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the City's emergency communication systems for either the Police or Fire Departments. There will be more detail language for the Company to agree regarding interference issues when applying for the Public Property Use Agreement.

Contact (both Fire & Police Clearance is Required):

Fire Department
Fire Department Assistant Chief
Keith Hargis, keith.hargis@chandleraz.gov
151 E. Boston St., 480-782-2161

Police Department, Communications Division
Police Tech Manager
William Edel, william.edel@chandleraz.gov
250 E. Boston St., 480-782-4153

EXHIBIT "D"

STANDARDS FOR LETTERS OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit must meet and be governed by the following additional standards and requirements:

1. **Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, and irrevocable.
1.2 The Letter of Credit is payable to CITY upon presentation of CITY'S draft.
1.3 CITY may make partial draws upon the Letter of Credit.
1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
1.5 Within ten (10) days after CITY'S draft on the Letter of Credit is honored, CITY must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.
1.6 The issuer specifies a telefax number, email address, and street address at which CITY may present drafts on the Letter of Credit.
1.7 The Letter of Credit is valid until a specified date.
1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration the issuer notifies CITY in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce.
1.10 The Letter of Credit need not be transferable.

2. **Approved Forms.** The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.
2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. **Issuer Requirements.** The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.
3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to CITY.
3.3 The issuer shall have a net worth of not less than $1 billion.

FORM OF LETTER OF CREDIT

Date _____, 20__
Letter of Credit No.:_____
Site Location: _____
Site Address: _____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

We hereby establish our clean, unconditional and irrevocable Letter of Credit in your favor at the request and for the account of _____ in the aggregate amount of _____ ($_____), available upon presentation of your draft in the form attached hereto as **Schedule 1**.

We will honor each draft presented to us in compliance with the terms of this Letter of Credit. Partial draws are permitted. Each draft must be accompanied by a copy of this Letter of Credit. Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us in Maricopa County, Arizona upon which we may endorse our payment. Drafts may be presented by any of the following means:

1. By telefax to (_____) _____-_____.
2. By email to _____.
3. By hand or overnight courier service delivery to:
4. [This address must be in Maricopa County, Arizona.]

   _____
   _____
   _____

5. By hand or overnight courier service delivery to:

[This address need not be in Maricopa County, Arizona]

_____
_____
_____

This Letter of Credit is valid until _____, 20____ and shall thereafter be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration we notify you in writing, by either registered or certified mail, that we elect not to renew the Letter of Credit for such additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available upon your presenting to us your draft on or before the then current expiration date.

This Letter of Credit is subject to the UCP600. This Letter of Credit is not assignable.

_____ [bank name] _____, a _____
By _____ [bank officer's signature] _____
_____ [bank officer's name printed] _____
Its _____ [bank officer's title] _____
Phone: ___ [bank officer's phone number] _____

Schedule 1
Form Of Draft On Letter Of Credit

To: _____

_____

_____

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Ladies and Gentlemen:

Pursuant to your Credit No. _____, the City of Chandler hereby demands cash payment in the amount of _____ ($_____).

Please make your payment to the City of Chandler in the form of a wire deposit to:

_____
_____
_____
_____

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

EXHIBIT "E"
ASSUMPTION OF WIRELESS USE AGREEMENT

Regarding _____

This assumption is made pursuant to paragraph 12.1.5 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and _____, a _____ ("Company") dated _____, 20____.

_____, a _____ ("Assignee"), having acquired the rights of the Company under the Agreement, hereby assumes the Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Agreement, all in favor of CITY. The person signing this document on behalf of Assignee warrants to CITY his authority to do so.

Dated: _____, 20_____

ASSIGNEE: _____,
a _____

By:
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of _____, a _____.

Notary Public
My Commission Expires:

_____
Date

EXHIBIT "F"
EXTENSION OF WIRELESS USE AGREEMENT

Regarding: *WIRELESS USE AGREEMENT BETWEEN T-MOBILE WEST TOWER LLC AND THE CITY OF CHANDLER FOR POLICE DEPARTMENT EVIDENCE YARD SITE*

This extension is made pursuant to paragraph 5.1 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and _____, a _____ ("Company") dated _____, 20____.

COMPANY: _____,
a _____

By: _____
Its: _____

CITY OF CHANDLER
a *municipal corporation*

By: _____
Its: Development Services Director or Designee

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION NO. 5434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A WIRELESS LICENSE AGREEMENT WITH T-MOBILE WEST TOWER LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY AND THROUGH CCTMO LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR OPERATION OF A WIRELESS TELECOMMUNICATIONS FACILITY ON CITY PROPERTY.

WHEREAS, on October 23, 2003, the Chandler City Council approved Ordinance No. 3487, authorizing the City to enter a wireless telecommunications use agreement with VoiceStream PCS III Corporation, to operate a wireless communications facility on City property adjacent to the police department property and evidence building at 576 W. Pecos Road; and

WHEREAS, T-Mobile West Tower LLC is the successor in interest to that wireless telecommunications use agreement with VoiceStream PCS III Corporation, which has expired; and

WHEREAS, the Council believes that it is in the City's best interest to execute a new License Agreement to continue operation of a wireless communications facility at the site.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the License Agreement between the City of Chandler and T-Mobile West Tower LLC, a Delaware limited liability company by and through CCTMO LLC, a Delaware limited liability company in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the Agreement on behalf of the City of Chandler

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

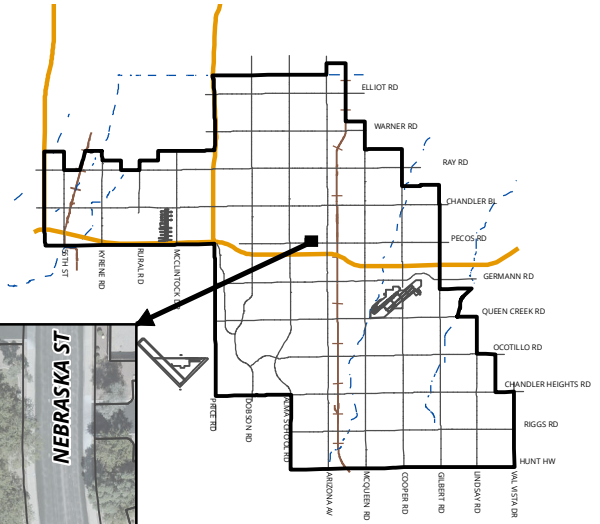
I HEREBY CERTIFY that the above and foregoing Resolution No. 5434 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021 and that a quorum was present thereat.

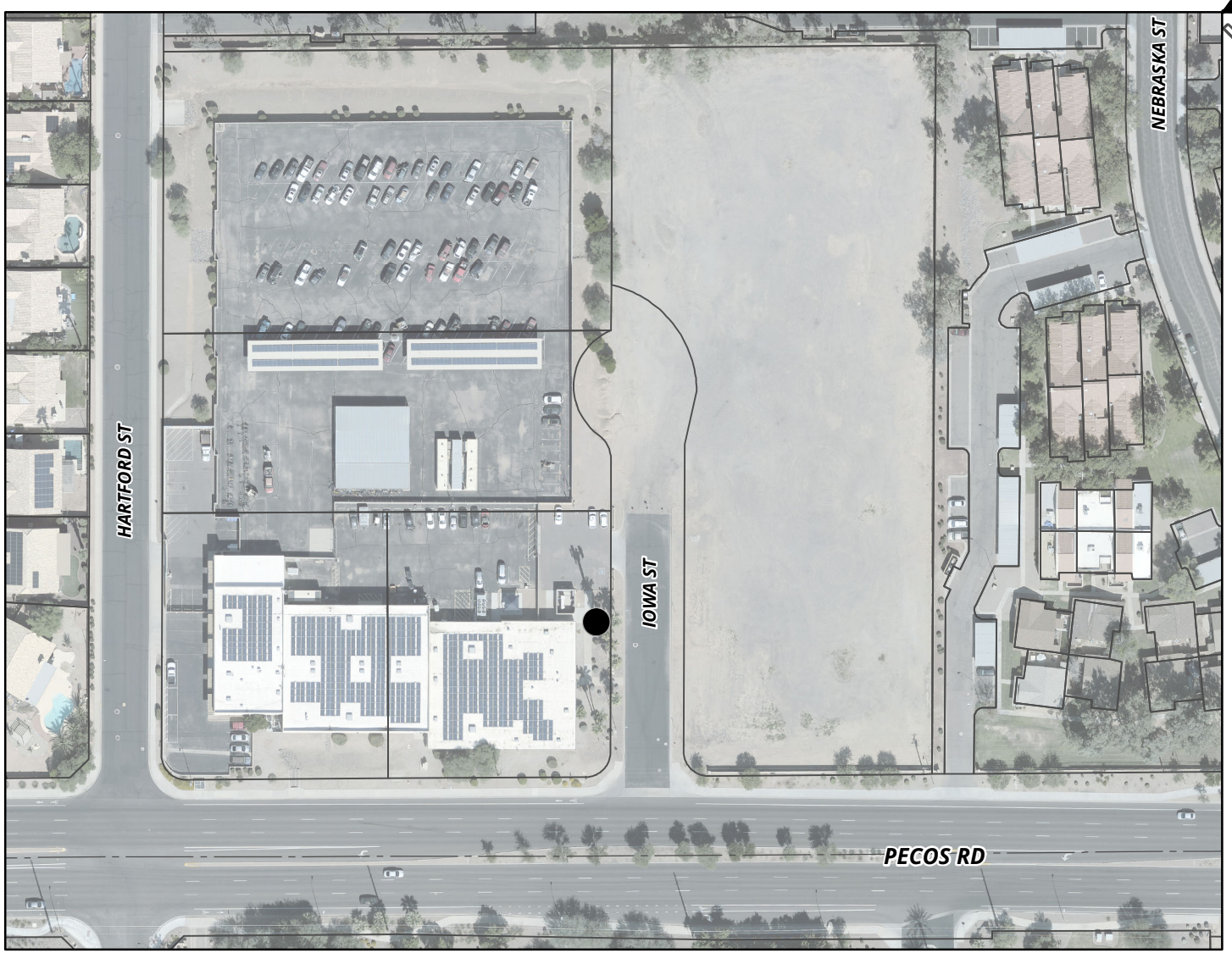
_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

MONOPALM AT PD EVIDENCE YARD
RESOLUTION NO. 5434





MEMO NO. DS21-103

● EXISTING SITE LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Development Services\DS21-103 MONOPALM AT PD EVIDENCE YARD\DS21-103.mxd 1/13/2021 MARICELAH

Existing Site -
Looking Southwest

Existing Site -
Looking Northwest

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS21-102

Date: February 8, 2021

To: Mayor and Council

Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
Derek D. Horn, Development Services Director
Louis Kneip, Development Engineering Manager
Ryan Peters, Governmental Relations & Policy Manager

From: Dennis Aust, Development Project Administrator

Subject: Approval of Resolution No. 5435, authorizing a wireless license agreement between the City of Chandler and Cellco Partnership, dba Verizon Wireless, for the existing PHO Rubenstein site.

Proposed Motion:

Move to approve Resolution No. 5435, authorizing the Mayor to execute the wireless license agreement between the City of Chandler and Cellco Partnership, dba Verizon Wireless, for the existing PHO Rubenstein macro cell site, located at the east side of Cooper Road and south of Buchanan Street, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

Chapter 46 of the Chandler City Code sets forth the City's requirements for encroachment permits for use of the City's rights-of-way and public property, as well as the licensing requirements for telecommunications companies. Cellco Partnership, doing business as Verizon Wireless, is a wireless telecommunications company with wireless antennas and facilities already installed at a site designated as PHO Rubenstein. The macro cell site is located in the right-of-way on the east side of Cooper Road south of Buchanan Street. Verizon's facilities are located on Salt River Project (SRP) property, which is located on a utility easement in City right-of-way. This existing site came under Chandler jurisdiction with the transfer of right-of-way of Cooper Road to the City of Chandler from the Town of Gilbert through the adoption of Ordinance No. 4822, which was approved by City Council on June 14, 2018. The right-of-way was annexed to meet the terms of a 1987 Intergovernmental Agreement between the City of Chandler and the Town of Gilbert which specifies roadway ownership and maintenance responsibilities as the two municipalities develop.

Resolution No. 5435 grants a ten-year license with one ten-year, non-exclusive use agreement to Cellco Partnership at the site pursuant to Chapter 46 and is consistent with State law. This agreement also requires the company to adhere to requirements set by Chapter 35 related to Wireless Communications Facilities. The City's Police, Fire, and Development Services departments have reviewed and are satisfied with the requirements specified in the Agreement and have found no interference issues that would present a problem to the City's emergency communications system.

Financial Implications:

The City has received a $3,000 application fee to cover the cost of processing this application. The company will pay permit, inspection, and pavement damage fees, if applicable. Cellco Partnership will also pay the City $1,001.94 per month for use of the right-of-way, with provisions for rate increases of 3.5% annually detailed in the agreement. A 2.75% transaction privilege tax also applies to any non-interstate telecommunication services. Cellco Partnership will also pay $31,122.56 in arrearages for right-of-way use from the time of right-of-way transfer in 2018 escalated from the 2018 monthly rate of $935.32.

Attachments

Resolution No. 5435

Wireless Agreement, Exhibit A to Resolution No. 5435

Map

Site Photo

RESOLUTION NO. 5435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A WIRELESS LICENSE AGREEMENT TO CELLCO PARTNERSHIP DOING BUSINESS AS VERIZON WIRELESS FOR THE PHO RUBENSTEIN SITE.

WHEREAS, the City of Chandler believes that it is in the City's best interest to issue a Wireless License Agreement for such purpose.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the Wireless License Agreement between the City of Chandler and Cellco Partnership doing business as Verizon Wireless for the PHO Rubenstein site in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5435 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT "A"

WIRELESS AGREEMENT
BETWEEN CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS AND THE CITY OF CHANDLER FOR THE PHO RUBENSTEIN SITE

City of Chandler Document No._____
City Council Meeting Date: _____

This Wireless Agreement ("Agreement") is entered into this ____ day of _____, 2020 (the "Effective Date"), by and between the City of Chandler, Arizona, an Arizona municipal corporation ("City"), and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless ("Company"). City and Company may be referred to individually as "Party" and collectively as "Parties".

RECITALS

A. Company provides wireless communication services through the use of Wireless Facilities (hereinafter defined); and

B. City is authorized to grant use agreements operate and maintain Wireless Facilities within the City boundaries under the Charter and Chandler City Code, and by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way and highways as defined in Chapter 46 of the Chandler City Code, and by other City powers and authority; and

C. Company has applied to the City for permission to operate and maintain the Wireless Facilities within the City of Chandler and located within City Right-of-Way as described on the attached Exhibit "A" at a site known as the "PHO Rubenstein site" (the "Site") and attached to a SRP transmission pole located on the east side of Cooper Road and north of the Galveston Street alignment as depicted in Exhibit "B"; and

D. Company has agreed to provide information required by and comply with the terms and conditions set forth in this Agreement and other requirements as City may establish from time to time.

AGREEMENT

NOW, THEREFORE, City hereby grants to Company this Wireless Agreement to operate and maintain Wireless Facilities at the Site within City Right-of-Way under the following terms and conditions.

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following words, terms, phrases, and their derivations are given the meaning stated in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

"ACC" means the Arizona Corporation Commission.

"Agreement" means this non-exclusive revocable authorization granted by the City to Company to operate and maintain Wireless Facilities on the Site.

"Agreement Activities" is ascribed the meaning in section 2.1.5.

“Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

“A.R.S.” means Arizona Revised Statutes, as amended.

“Base Use Fee” means the amount Company must pay City each month of this Agreement for use of City Right-of-way.

“C.C.C.” means Chandler City Code, as amended.

“C.F.R.” means Code of Federal Regulations, as amended.

“City” means the City of Chandler, an Arizona municipal corporation.

“City Council” means the Council of the City of Chandler.

“City Manager” means the Chandler City Manager or the City Manager’s designee.

“Collocate”, “collocating”, or “collocation” refer to the use of Company’s Facilities by another company.

“Communications Equipment” means any and all electronic equipment at the Wireless Facility location that processes and transports information from the antennas to the Company’s network.

“Company” means Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless and related affiliates, subsidiaries, persons, or entities to which this Agreement is granted.

“Company’s Improvements” means all improvements installed by the Company, including, but not limited to: all elements of the Wireless Facility, all screening elements, any landscaping plants or materials, and any other elements provided by the Company in the approved Agreement.

“Competing Users” means entities that own the water pipes, cables and wires, pavement, and other facilities that may be located within the Right-of-way. Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Area.

"Critical Infrastructure Information" has the same meaning prescribed in A.R.S. § 41-1801, as amended.

"Day" means a calendar day, except a Saturday, Sunday, or a holiday prescribed in A.R.S. § 1-301.

“Encroachment Permit” means a permit issued pursuant to Chapter 46 of the Chandler City Code that allows the Company to perform work in the Right-of-Way and to install and operate improvements in the Right-of-Way.

“Environmental Laws” means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions, as amended from time to time, which in any way relate to or regulate human health, safety, industrial hygiene, environmental conditions, protection of the environment, prevention or cleanup of pollution, or contamination of the air, soil, surface water, or ground water.

“Facility” or “Facilities” means Company’s plant, equipment, and property, including but not limited to boxes, poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances, in order to provide the services described in this Agreement.

“FCC” means the Federal Communications Commission.

“FCC OET Bulletin 65” means the FCC’s Office of Engineering & Technology Bulletin 65 that includes the FCC Radio Frequency Exposure Guidelines.

“FCC Rules” means all applicable radio frequency emissions laws and regulations.

“Fiscal Year” means a 12 month period that begins on July 1 and ends the following June 30.

“Franchise” has the same meaning prescribed in the Arizona Constitution, article 13, §§ 4 and 6.

“Hazardous Substances” means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law or the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos or formaldehyde, or radioactive materials.

“In-lieu Company” means a single, third party company, using the Site or Company’s Facility, or part thereof, to provide services in lieu of such services being provided by Company.

“Ordinary Permit Use Fee” means the City’s encroachment permit application, review, and other fees related to the issuance of the permit.

“Other Facilities” means facilities owned and operated by parties other than City or Company, which facilities occupy Public Property under authority of a City encroachment permit, Agreement, or franchise.

“Pre-existing Environmental Condition” means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under or about the Wireless Facilities and Site, however caused, existing on the Effective Date, whether the nature and extent of the contamination is known or unknown.

“Proprietary Information means any document or material clearly identified by Company as confidential and includes, but is not limited to, any customer lists, financial information, technical information, or other information plainly identified as confidential by Company and pertains to Company’s services provided to its customers.

"Public Property" means the surface of and the space above and below of real property, which is owned, operated and maintained by the city. Public Property does not include Right-of-Way.

“RF” means radio frequency.

“RF Letter” means a letter attesting to the Company’s compliance with FCC RF exposure guidelines from the Company’s senior internal engineer.

“Right-of-Way” means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-Way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Company.

"Section" means any section, subsection, or provision of this Agreement.

“Site” means the Use Area for the Wireless Equipment and the pole to which the antenna and other wireless facilities are attached.

“Site Documents” means the depiction of the Agreement area, schematic plans and map showing location of the installation of the Facility in the Right-of-Way, including but not limited to the title report of the use area, vicinity map, site plan, elevations, technical specifications and the cubic feet of the non-antenna wireless equipment.

“Supplemental Parcel Agreement” means an agreement authorizing the Company to use property outside of the Public Property or Right-of-Way.

“SRP” means Salt River Project and its subsidiaries and affiliates.

"Telecommunications” has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Company” has the same meaning prescribed in A.R.S. § 9-1401, as amended.

"Telecommunications Service" has the same meaning prescribed in A.R.S. § 9-1401, as amended.

“Third Party Areas” means the portions of the Public Property subject to Third Party Limitations.

“Third Party Limitations” means some or part of the Public Property that may contain limited dedications or regulatory use restrictions imposed by a third party.

“U.S.C.” means United States Code, as amended.

“Use Area” means the real property used by Company where the Wireless Facilities are located.

“Violation Use Fee” means the types of fees that the City has available to remedy certain breaches of the Agreement by Company.

“Wireless Facility” means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following: (i) Equipment associated with wireless communications; and (ii) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration. Wireless Facility includes Small Wireless Facilities, but does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna. In addition, Wireless Facility does not include Wi-Fi radio equipment described in Section 9-506, Subsection I or microcell equipment described in Section 9-584, Subsection E.

“Wireless Facilities Site Permit”, also referred to herein as “Site Permit”, means the permit authorizing the installation of Wireless Facilities at a specific site in the City’s Right-of-Way.

“Wireless Infrastructure Company” as defined in A.R.S. §9-591(23) means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless service company. Wireless Infrastructure Company does not include a special taxing district.

“Wireless Services” as defined in A.R.S. §9-591(25) means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

“Wireless Services Company” as defined in A.R.S. §9-591(26) means a person that provides wireless services. Wireless Services Company does not include a special taxing district.

“Wireless Support Structure” as defined in A.R.S. §9-591(27) means: (i) a freestanding structure, such as a monopole; (ii) a tower, either guyed or self-supporting; (iii) a sign or billboard; or (iv) any other existing or proposed structure designed to support or capable of supporting small wireless facilities. Wireless Support Structure does not include a utility pole.

“Zoning Code” means Chapter 35 of City Code.

SECTION 2. PERMISSION GRANTED

2.1 Grant.

2.1.1 Subject to the provisions of this Agreement, and to the City Code, City grants Company the nonexclusive revocable permission to operate and maintain its Wireless Facilities within the City Right-of-Way. This Agreement does not grant Company the right and privilege to operate and maintain its Wireless Facilities on Public Property. Subject to the terms and conditions of this Agreement and any additional applicable permits later issued for the Site, for use of the PHO Rubenstein Site as more fully set forth herein. The uses of any other Public Property and installation or construction of any other antennae and other equipment locations at this Site are subject to approval by the City through additional Encroachment Permit review by City staff. If Company desires to change the components of any of the Wireless Facilities in a manner that changes its primary purpose, written approval of such change must be obtained by the City Manager who can refer the matter to the City Council if

required by ordinance, provided that such consent by either may not be unreasonably withheld or delayed. The installation and construction of a fiber optics or telecommunications network, or cable Wireless Facilities is not authorized by this agreement.

2.1.2 Company may not install, maintain, construct, or operate Wireless Facilities in the Right-of-Way or provide services by means of such Wireless Facilities unless a Company first obtains and maintains in good standing at all applicable times of the following: (i) A City license for video services as provided by Title 9, Chapter 5, Article 7, Arizona Revised Statutes, or (ii) a City license for telecommunications services as provided by Title 9, Chapter 5, Article 1.1, Arizona Revised Statutes for facilities located in the Right-of-Way that connect the Company's Wireless Facilities to Company's interstate network. Company must demonstrate compliance with this section when Company submits to the City an application for a wireless agreement. As of the Effective Date, Company represents and warrants that Company complies with this condition. Company must notify City as provided in this Agreement of any changes to Company's compliance with this condition.

2.1.3 Subject to obtaining the permission of the affected property owner, this Agreement also authorizes Company to operate and maintain its Wireless Facilities on structures owned by third parties located on Public Property, such as an electric utility company, provided, however, any installation on private property within or on the City's right-of-way, easements or other Public Property must comply with Chapters 46 and 47 and any other applicable sections of the City Code. Upon request, Company must promptly furnish to the City documentation of such permission from such other affected property owner. By executing this Agreement, the City does not waive any rights that it may have against any public utility or other property owner to require prior approval from the City for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Company, by virtue of Company's use of their property or facilities, be included in the computation of franchise or Agreement fees owed by such parties to the City.

2.1.4 Except for those Facilities specifically permitted on the PHO Rubenstein Site, no component or part of Company's Wireless Facilities may be installed, constructed, located on, or attached to any property within the City by Company until Company has, for those Facilities to be located on Public Property or other Right-of-Way; obtained encroachment permits pursuant to Chapter 46 of the City Code. Additionally, Company must comply with all other provisions of the City Code, including Chapter 35 regarding zoning and other relevant City regulations.

2.1.5 The Site may be used by Company for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of related support Facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Company must, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Site.

2.1.6 Any privilege claimed under this Agreement and Encroachment Permit by Company in any public street or other Public Property must be subordinate to any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, and must be subordinate to any prior lawful occupancy or use thereof by any other person, and must be subordinate to any prior easements therein, provided, however, that nothing herein may extinguish or otherwise interfere with property rights established independently of this Agreement.

2.2 Description of the Wireless Facilities. Company's Wireless Facilities consists of improvements, personal property and Facilities necessary to operate its communications Wireless Facilities, including, without limitation, equipment that may be mounted on City owned poles or poles privately owned by other parties that may be on Public Property, and may include equipment buildings with perimeter screen walls in accordance with the provisions of Chapter 35 of the Chandler City Code, and related cables and utility lines (collectively the "Wireless Facilities") as described in Exhibit A.

SECTION 3. SCOPE

3.1 Agreement. Company agrees to comply with the provisions of Chapter 46 of the City Code.

3.2 Specific Authorization. This Agreement solely authorizes Company to operate and maintain Wireless Facilities to provide

Wireless Services in accordance with the terms of this Agreement.

3.3 Compliance with Laws.

3.3.1 Company must comply with all applicable laws, including, but not limited to, the City Code, in the exercise and performance of its rights and obligations under this Agreement. There is hereby reserved to the City the power to amend any section of the City Code so as to require additional or greater standards of construction, operation, and maintenance or otherwise pursuant to City's lawful police powers or as provided in the Agreement.

3.3.2 If it is necessary for Company to comply with any law or regulation of the FCC or the ACC to engage in the business activities anticipated by this Agreement, Company must comply with such laws or regulations as a condition precedent to exercising any rights granted by this Agreement. Provided, however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

3.3.3 Upon request Company must provide to the City copies of any communications and reports submitted by Company to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting enforcement of this Agreement.

3.3.4 Upon request Company must provide the City with regular reports, as reasonably needed, to establish Company's compliance with the various requirements and other provisions of this Agreement.

3.4 Interference and Emergency.

3.4.1. Company must receive approval by the City's Police and Fire Departments that Company's Wireless Facilities will not interfere with the City's public safety communications Wireless Facilities. Company agrees that all Wireless Equipment it operates within the City must strictly comply with the FCC's radio frequency emission regulations. In the event City incurs radio frequency interference with respect to its satellite, City communication Wireless Facilities, television or telephone equipment that is presumably caused by Company's operations, then City will give notice to Company via on-call assistance and in writing. Within ten (10) days following Company's receipt of such notice, Company must conduct engineering field tests to determine if such interference is being caused by Wireless Equipment operated by Company. City may conduct engineering field tests using City's own engineer to determine if such interference is caused by Company's Wireless Equipment. City's engineer and Company's engineer will use their best efforts to determine the cause of said interference, but if the two cannot agree on the cause thereof, a neutral third party engineer will be appointed by City and Company to determine the cause of the interference. If it is determined that such interference results from any of Company's Wireless Equipment, Company must within five business days remedy such interference.

3.4.2. Company must continuously and without interruption, operate so that its Facilities are not deemed abandoned pursuant to 35-2209 of City Code.

3.4.3. Subject to the applicable provisions of the Chandler City Charter, City Code and Arizona Revised Statutes, City may, in the event of a public emergency, sever, disrupt, dig-up, or otherwise remove Company's Facilities if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, Public Works Director, or Development Services Director. Notice will be given to Company at (800) 621-2622. A public emergency must be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of City residents, caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, or hazardous material spills.

3.5 Reservation to City. The City reserves every right and power, which is required to be herein reserved or provided by any ordinance or the Charter of the City, and Company, by its execution of this Agreement, agrees to be bound thereby and to comply with any action or requirements of City in its reasonable exercise of such rights or power, heretofore or hereafter enacted or established. Neither the granting of any Agreement nor any provision hereof may constitute a waiver or bar to the exercise of any governmental right or power of the City.

SECTION 4. FEES AND CHARGES

4.1 Application Fee. Company must pay all fees and charges in connection with Company's performance under this

Agreement. Company agrees to pay City, a fee in the amount indicated on the City fee schedule as of the date of submittal prior to submittal for approval of this Agreement to the City Council. Company has paid City a one-time payment for the Agreement Application Fee in the amount of $3,000.00.

4.2 Encroachment Permit Fees. Company must pay any and all fees as required for processing any Encroachment Permits independently of this Agreement as indicated on the City fee schedule as adopted by the City Council and applicable to such permits and construction prior to the issuance of such a permit.

4.3 Use Fee and Other Payments.

4.3.1 For the use of the Site, as of the Effective Date, Company must pay City the sum of $1,001.94 (calendar year 2020) per month as use fee for the PHO Rubenstein Site (the "Base Fee"). However, the initial payments of the Base Fee must be made within 90 days of the Effective Date and subsequent payments must be made on the first (1st) day of each month thereafter. The Base Fee for any fractional month at the beginning or at the end of the Term or Renewal Term will be prorated.

4.3.2 In addition to the Base Fee, for the use of the PHO Rubenstein Site for the period between Company's application for this Agreement in May 2018 and the Effective Date, Company must pay City the sum of $935.32 per month for the remainder of calendar year 2018 and $968.06 per month for calendar year 2019 and $1001.94 per month in calendar year 2020 as fees for the current use of the PHO Rubenstein Site (the "Current Use Fee"). The City waives any accrued and accruing interest and penalties due and owing for Company's failure to make timely payments for Company's current use of the Site. Company's payment of the Current Use Fee must be made within 90 days of the Effective Date.

4.3.3 The City waives the applicable fees due and owing for Company's unpermitted use of the PHO Rubenstein Site for the period that ends April 2018 and begins on the original unpermitted installation date (collectively "Unpermitted Use Period"). The City also waives any accrued and accruing interest and penalties due and owing for Company's failure to make timely payments during the Unpermitted Use Period.

4.3.4 Beginning on the annual anniversary of the Effective Date, and on each annual anniversary thereafter, the Base Fee will increase by 3.5%.

4.3.5 In addition to the Base Fee and Current Use Fee, Company must pay to City any transaction privilege, sales, excise, rental and other taxes (except income taxes) imposed now or hereinafter imposed by any governmental authority upon rentals and all other amounts to be paid by Company pursuant to this Agreement.

4.3.6 All fees and costs must be paid to City at the following address or to such other persons or at such other places as City may designate in writing. All payments must be in lawful money of the United States of America.

City of Chandler, Development Services
Mail Stop 405, P.O. Box 4008
Chandler, AZ 85244-4008
Attention: Development Services Administrator

4.3.7 City will send invoices to Company at the following address:

Cellco Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: PHO Rubenstein

SECTION 5. TERM OF AGREEMENT

5.1 Term. The term of this Agreement shall be as follows:

5.1.1 **Original Term**. The original term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date.

5.1.2 **Extension**. The term of this Agreement may be extended for one (1) additional ten (10) year period subject to consent by City and Company, which either may withhold in its sole and absolute discretion as provided in Exhibit F. Both City and Company will be deemed to have elected to extend unless City or Company, respectively, gives notice to the contrary to the other at least one hundred eighty (180) days prior to the end of the original term or the current extension. The second term will begin ten (10) years plus one (1) day after the initial effective date. All of the terms and conditions of this Agreement must be in effect during the Term and extension of the Term.

5.2 Hold Over. In any circumstance whereby Company remains in possession or occupancy of the Site after the expiration of this Agreement (as extended, if applicable), such holding over will not be deemed to operate as a renewal or extension of this Agreement. Instead, the hold over may only create a use right from month to month that may be terminated at any time by City upon thirty (30) days' notice to Company or upon sixty (60) days' notice to City. If Company remains in possession of the Site at the termination or expiration of the initial term or any extension thereof without a written agreement with City to do so, such holding over will be construed to be a tenancy at sufferance from month to month at one and one-half (1 1/2) times the amount of the Use Fee (defined in Section 4.3) in effect at the time of the hold over and Company will be subject to the same terms and conditions of this Agreement.

SECTION 6. ACCEPTANCE

6.1 Written Acceptance. Company's execution of this Agreement constitutes its acceptance of the Agreement as granted and its agreement to be bound by and to comply with this Agreement. Company's signature must be acknowledged by Company before a notary public.

6.2 Validity of Agreement. Company must acknowledge, as a condition of acceptance of this Agreement, that Company was represented throughout the negotiations of the Agreement by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding same. Company has reviewed City's authority to execute and enforce this Agreement, and has reviewed all applicable law, both federal and state, and, after considering same, Company acknowledges and accepts the right and authority of City to execute this Agreement, to issue this Agreement and to enforce the terms herein. Both parties agree it shall not now or at any time hereafter contest or challenge the other party's authority under applicable federal, state and local law to enter into and enforce this Agreement in any city, state or federal court.

SECTION 7. ENCROACHMENT PERMIT – PHO RUBENSTEIN SITE

7.1 Site. City has jurisdictional authority over the Right-of-Way where the SRP pole is located and the Use Area as depicted in attached Exhibit A.

7.2 Ingress, Egress and Utility Access. Under this Agreement, Company, its employees, agents, subcontractors, lenders, invitees and guests shall have pedestrian and vehicular access to the Site without notice to CITY twenty-four (24) hours a day, seven (7) days a week, at no charge. This Agreement grants access to perform work where no excavation is involved and where previously permitted structures and facilities exist. If excavation is required for utilities, plans must be submitted to City Staff for approval which will not be unreasonably withheld. Company must submit engineered plans and drawings through the standard Encroachment Permit application process showing the exact location of Company's activities and the plans for installation to City Staff for approval prior to installation.

7.3 Use of Site. The Site must be used solely for the operation of wireless communication services utilizing radio communication Facilities ("Company Facilities"). Company must not use the Site for any other purpose without the written consent of City. The Site shall be used only for lawful purposes, and only in accordance with all applicable building, fire and zoning codes, and applicable local public park ordinances and regulations.

7.4 City Cooperation. City agrees to cooperate with Company, at Company's expense, in making application for and obtaining all Agreements and any and all other necessary approvals that may be required for Company's intended use of the Site. However, nothing herein shall be deemed to constitute a contractual obligation of City, as a municipality, to issue a required Agreement where the officer, agent or employee of City responsible for the issuance of such Agreement deems the issuance of such an Agreement to be inappropriate. This Agreement is not intended to supersede, modify or waive City Code

or Zoning Code requirements applicable to the construction of wireless communication facilities except to the extent they relate to an encroachment permit for the PHO Rubenstein Site.

7.5 Tests and Construction. Company may enter the Right-of-Way following the full execution of this Agreement to enter upon the Site for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, and other reasonably necessary tests for construction of Company's Facilities, except as otherwise limited by Section 7.3. Company must indemnify and hold City harmless against liability, loss, cost, damage or expense that may arise out of any personal injury or property damage resulting from Company's entry upon the Site, except to the extent caused by City's negligence or willful misconduct. Company must coordinate with the Development Services Department to avoid interfering with any City operations while conducting any such tests or construction.

7.6 Company Construction/Improvements.

7.6.1 Company must submit plans and specifications for all the Facilities to be constructed or installed for prior review and approval by the Development Services Department. Such approval is separate from, but may be obtained concurrent with, development approvals (building permits, encroachment permits, special use permits, etc.) required and issued by the Development Services Department. All of Company's construction and installation work must be performed at Company's sole cost and expense and in a good and workmanlike manner.

7.6.2 The construction plans and specifications must include fully dimensioned site plans that are drawn to scale and show, as applicable, antenna, equipment shelter, the proposed changes in the landscape, the proposed type and height of fencing, if any, the proposed type of construction material for all structures, including fencing or screening, and any other details requested by City or required to obtain development approvals.

7.6.3 Company Facilities must remain Company's personal property and not fixtures, and title to the same shall be held by Company. Company shall remove all Company Facilities at its sole expense on or before the expiration or earlier termination of this Agreement and shall repair any damage to the Site caused by such removal, and restore the Site to the condition it was in at the time of removal reasonable wear and tear and casualty excepted. If this removal includes the removal of a City owned structure such as a ball field light, a replacement structure approved by the Development Services Department will be constructed.

7.6.4 Any portion of Company's Facilities, or any of Company's personal property, equipment, or improvements on the Site that is not removed on or before ninety (90) days following the termination of this Agreement, may be removed by City and all expenses of such removal and site restoration charged to Company.

7.6.5 Company must make no alterations or additional improvements to or upon the Site without first obtaining written approval of the Development Services Department.

7.7 Utilities. Company must be liable for and must pay throughout the term of this Agreement, all charges for all utility service furnished to the Site for all Company purposes related to the operation and maintenance of Company's Facilities.

7.8 Maintenance and Repair. Company must keep their building, fencing or screen walls, if any, and other Facilities in good repair and in a neat and clean condition and must maintain and preserve any landscaping within and around any fenced area in accordance with City zoning code.

7.9 Hazardous Substances. Company's activities upon or about the Use Area are subject to the following regarding any hazardous or toxic substances, waste or materials or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

7.9.1 No Warranties. Company understands the hazards presented to persons, property, and the environment by dealing with Toxic Substances. City makes no warranties as to whether the Use Area contains actual or presumed asbestos or other Toxic Substances.

7.9.2 **Discovery**. Within twenty-four (24) hours after discovery by Company of any Toxic Substances, Company must report such Toxic Substances to City in writing. Within fourteen (14) days thereafter, Company must provide City with a written report of the nature and extent of such toxic substances found by Company.

7.9.3 **Disturbance of Toxic Substances**. Prior to undertaking any construction or other significant work, Company must cause the Use Area to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Company must cause Company's contractor or other person performing such work to give to City notice by the method described in this Agreement to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold City harmless against any disturbance in Toxic Substances in the course of the Company's or other person's work. Company must cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Company in connection with the Use Area to be performed by persons, equipment, Facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Company must promptly deliver to City copies of all reports or other information regarding Toxic Substances.

SECTION 8. LETTER OF CREDIT.

8.1 **Amount; Purpose**. Within thirty (30) Days after the Effective Date of this Agreement, Company must deposit with the City an irrevocable letter of credit in the amount of one hundred thousand dollars ($100,000) (replenish able as specified in Section 8.3 below) issued by a federally insured commercial lending institution. The form and substance of said letter of credit will be used to assure (a) the faithful performance by Company of all provisions of this Agreement; (b) compliance with all orders, permits, and directions of any Department of the City having jurisdiction over Company's acts or defaults under this Agreement; and (c) Company's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the Wireless Facilities, including cost of removal or abandonment of any of Company's property.

8.2 **Drawing on Letter of Credit**. The letter of credit may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Company has been found to have failed to comply with this Agreement, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

8.3 **Replenishing**. The letter of credit shall be structured in such a manner so that if the City at any time draws upon the letter of credit, upon notice to Company by the issuing lending institution, Company must immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of the City's draft; provided, however the maximum amount available to be drawn on this letter of credit for any one event may not exceed one hundred thousand dollars ($100,000). The intent of this Section is to make available to the City at all times a letter of credit in the amount of one hundred thousand dollars ($100,000).

SECTION 9. INSTALLATION, CONSTRUCTION & OPERATION OF THE WIRELESS FACILITIES

9.1 **Damage to Right-of-Way**. Whenever the installation, removal, or relocation of any of Company's Wireless Facilities is required under this Agreement, and such installation, removal or relocation cause damage to the Right-of-Way, Company, at its sole cost and expense, must promptly repair and return Right-of-Way in which the Wireless Facilities components are located to a safe and satisfactory condition in accordance with applicable laws, reasonably satisfactory to the Development Services Director or designee. If Company does not repair the Site as just described, City will have the option, upon fifteen (15) days prior written notice to Company, to perform or cause to be performed such reasonable and necessary work on behalf of Company and to charge Company for the proposed costs to be incurred or the actual costs incurred by City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment by City, Company must, within thirty (30) days, reimburse City for such costs. For any pavement cuts by Company, Company agrees to restore the pavement and to reimburse City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the City Code and the fees established by City pursuant thereto. Company agrees to pay within thirty (30) days from the date of issuance of an invoice from City. Provided, however, in the event Company failure creates a dangerous condition for which immediate repair or corrective action is necessary for health or safety reasons, no prior notice

need be provided to Company, but City may at City's option, immediately repair and restore the site to a safe condition and charge Company as provided above.

9.2 Damage to Facilities of Others. Company must construct, install, locate and relocate its Wireless Facilities in such a manner that it causes no disruption of other services or damage to the other facilities. If Company damages any City facility, Company must pay to City, the full costs of all repairs incurred by CITY to repair such damage, together with an administrative fee of fifteen percent (15%). If Company damages any facility owned by an entity other than City, Company must, at the option of the entity whose facility was damaged, either repair and restore such facility to its condition before such damage or reimburse that entity the full cost incurred for repairs and restoration and also for other damages as proved by such other entity.

SECTION 10. TERMINATION

10.1 Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of written notice of default; or (ii) by Company if it does not obtain or maintain any Agreement, permit, or other approval necessary for the construction and operation of the Site; or (iii) by Company if Company determines that the Site is not appropriate for its operations for economic or technological reason, including without limitation, signal interference; or (iv) Company's Insolvency as described in this section.

10.2 Rights at Termination. The following provisions will apply at the expiration of the term of this Agreement:

10.2.1 Surviving Obligations. Expiration or termination of this Agreement does not terminate Company's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

10.2.2 Delivery of Possession. Company must cease using the Site. Company must without demand, peaceably and quietly quit and deliver up the Use Area to the City thoroughly cleaned, in good repair with the Use Area maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Use Area is now or in such better condition as the Use Area may hereafter be placed.

10.2.3 Confirmation of Termination. Upon expiration or termination of this Agreement for any reason, Company must provide to City upon demand recordable disclaimers covering the Use Area executed and acknowledged by Company and by all persons claiming through this Agreement or Company any interest in or right to use the Use Area.

10.2.4 Removal of Improvements. Company must remove all Facilities and restore the Use Area to its prior condition, or to a condition matching City's surrounding land and improvements, as directed by City, at Company's expense within 30 days of termination of this Agreement. Without limitation, such work shall include revegetation and appropriate irrigation Wireless Facilities for revegetated areas.

10.2.5 Prior Improvements. This section also applies to any improvements that Company may have made to the Site.

10.3 Company's Insolvency. Company's insolvency will be deemed an event of default. "Insolvency" means: (a) the making by Company of any general assignment or general arrangement for the benefit of creditors; (b) the filing by or against Company of a petition to have Company adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Company, the same is dismissed within sixty (60) days); or (c) the appointment of a trustee or receiver to take possession of substantially all of Company's assets located at the Site or of Company's interest in this Agreement, where possession is not restored to Company within thirty (30) days.

SECTION 11. INDEMNITY AND INSURANCE

11.1 Insurance Responsibility. During the entire term of this Agreement, Company must insure its property and activities at and about the Site and must provide insurance and indemnification as follows. Company must procure and maintain, and must cause its contractors to procure and maintain substantially the same coverage with substantially the same limits as

required of Company, as provided in Section F below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with Company's obligations under this Agreement and Company's activities on the Site, including but not limited to the installation, construction, relocation, removal, repair, operation, and maintenance of the Wireless Facilities and Communications Equipment by Company, its agents, representatives, employees, or contractors. The insurance requirements herein in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the limits contained herein are sufficient to protect Company from liabilities that might arise out of this Agreement by Company, its agents, representatives, employees or contractors, and Company is free to purchase such additional insurance as may be determined necessary.

11.2 Minimum Scope and Limits of Insurance. Company must provide coverage with limits of liability not less than stated below.

11.2.1 Commercial General Liability – Occurrence Form. Policy must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by the Company." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

11.2.2 Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by Company, including automobiles owned, leased, hired, or borrowed by Company ".

11.2.3 Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

Policy must contain a waiver of subrogation against the City of Chandler.

11.2.4 Pollution Liability.

Per Occurrence	$10,000,000
Annual Aggregate	$10,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by Company." The policy must include coverage for cleanup of sudden or accidental pollution conditions arising from the Wireless Facilities and Communications Equipment, as defined in the Agreement; cleanup of new conditions arising from Company's

operations and use of the Site under this Agreement; and third-party claims for on and off-site bodily injury and property damage. Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

11.2.5 Telecommunications, Media & Technology Errors & Omissions including Network Security & Privacy Liability Insurance (Cyber).

Per Claim and Aggregate	$10,000,000

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Agreement warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this Agreement. If such insurance is maintained on an occurrence form basis, Company must maintain such insurance for an additional period of one (1) year following termination or expiration of this Agreement. If such insurance is maintained on a claims-made basis, Company must maintain such insurance for an additional period of three (3) years following termination or expiration of this Agreement. If Company contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Company must provide proof of same. The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

11.3 Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions: Company's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Company has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Company under this Agreement.

11.4 Notice of Cancellation. Upon receipt of notice from its insurer(s), Company must provide thirty (30) days prior written notice of cancellation to the City. Such notice must be sent directly to the addresses listed below and must be sent by first class mail.

City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to:
Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

11.5 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Company from potential insurer insolvency.

11.6 Verification of Coverage. Company must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 11.4. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Company must make certified copies of all insurance policies required by this Agreement available for City's review through a representative and at Company's most proximate location.

11.7 Contractors. Company must require all contractors and subcontractors to obtain and maintain substantially the same coverage with substantially the same limits as required of Company and must name the City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers as an additional insured. Notwithstanding the above, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

11.8 Approval. Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment, but may be made by administrative action.

11.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement or any and all Permits and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Company and all other persons using, acting, working or claiming through or for Company (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question) shall jointly and severally indemnify, defend and hold harmless City and all other parties required to be named as additional insureds under this Section 11 ("Additional Insureds") for, from and against any and all claims or harm related to Company's use of the Site or the rights granted to Company with respect to the Site or Company's exercise of its rights under this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Company's use of the Site or other property pursuant to this Agreement or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement by Company, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Site or surrounding areas related to Company's exercise of its rights under this Agreement, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

11.10 Risk of Loss. Company assumes the risk of any and all loss, damage or claims related to Company's use of the Site or other property of City, Company or third parties throughout the term of this Agreement and the term(s) of any and all Permits. Company must be responsible for any and all damage to its property and equipment related to this Agreement unless caused by the negligence of the City or its agents or contractors.

11.11 Insurance to be Provided by Others. Company must cause its contractors or other persons occupying, working on or about, or using the Site pursuant to this Agreement to be covered by their own or Company's insurance as required by this Agreement. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000

for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor at the Site (such as Company's consulting design engineers).

SECTION 12. ASSIGNABILITY AND TRANSFERABILITY

12.1 Assignability. This Agreements and all permits are not assignable by Company (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following.

12.2 Assignments Affected. Every assignment of any of Company's interest in the Right-of-way, any Agreement, any Permit, or any of Company's rights or interests hereunder is prohibited unless Company first receives from City notice of City's consent to the assignment, City's consent to such assignment not to be unreasonably withheld, conditioned, or delayed. All references in this Agreement to assignments by Company or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions: (i) Any voluntary or involuntary assignment, conveyance or transfer of Company's right to use the Right-of-way under this Agreement or any interest or rights of City under this Agreement, in whole or in part; (ii) Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Company's rights to use the Right-of-way (collectively "Liens"); (iii) Any assignment by Company of any interest in any Agreement or Permit for the benefit of creditors, voluntary or involuntary; (iv) A Company Insolvency; (v) The occurrence of any of the foregoing by operation of law or otherwise; (vi) The occurrence of any of the foregoing with respect to any assignee or other successor to Company.

12.3 Pre-approved Assignments. Subject to certain conditions hereafter stated, City hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

12.3.1 Complete Assignment of Agreement and Permits. Company's complete assignment of all of Company's rights and Interests in the Right-of-way and approved Agreements, and issued Permits to a single assignee who meets all of the following requirements, as determined by City in City's reasonable discretion (a "Qualified Operator"): (i) The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Company's and adequate to successfully perform the obligations set forth herein; (ii) The assignee is experienced in the management and operation of similar projects; (iii) The assignee assumes all of Company's obligations herein; (iv) The assignee has a net worth of not less than Fifty Million and No/100 Dollars ($50,000,000.00).

12.3.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

12.3.3 Merger. The merger or consolidation of Company with another entity that is a Qualified Operator.

12.3.4 Common Ownership Transfer. Company's complete assignment of all of Company's rights and interests in the Right-of-way and approved Agreements to a single assignee who is and remains a majority owned subsidiary of Company's owner as of the date of the Agreement (or a majority owned subsidiary of a majority owned subsidiary of Company's owner as of the date of the Agreement), or a majority owned subsidiary of Company.

12.4 Limitations on Assignments. City's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied: (i) Except for the sale of stock, Company must provide to City a summary of the transaction assigning its interests; and (ii) Each assignee must execute an assumption of any and all Agreements and Permits to be assigned in the form attached as Exhibit E; and (iii) Each Pre-approved Assignment must satisfy all other requirements of this Agreement pertaining to assignments.

12.5 Assignment Remedies. Any assignment without City's consent shall be void and shall not result in the assignee obtaining any rights or interests. City may, in its sole discretion and in addition to all other remedies available to City under this Agreement or otherwise, and in any combination, terminate any and all Agreements and Permits; collect Base Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City this Agreement. No cure or grace periods may apply to assignments prohibited under this Agreement or to enforcement of any provision under this Agreement against an assignee who did not receive City's consent.

12.6 Effect of Assignment. Prior to any assignment, each assignee must execute an assumption of each Agreement and Permit in the form attached hereto as Exhibit E. No action or inaction by City shall be deemed a waiver of the prohibition on assignments or any other provision herein, or the acceptance of the assignee, Company or occupant as Company, or a release of Company from the further performance by Company of the provisions of this Agreement, any agreement or any permit. Consent by City to an assignment shall not relieve Company from obtaining City's consent to any further assignment. No assignment may release Company from any liability hereunder.

12.7 Enforceability after Assignment. No consent by City may be deemed to be a novation. City's consent to any assignment does not in any way expand or modify the terms set forth this Agreement or waive, diminish or modify any of City's rights or remedies under any agreement or any permit. The terms set forth in this Agreement will be enforceable against Company and each successor, partial or total, and regardless of the method of succession, to Company's interest hereunder. Each successor having actual or constructive notice of this Agreement, any agreement or permit will be deemed to have agreed to the preceding sentence.

12.8 Grounds for Refusal. Except for the Preapproved Assignments, no assignment of any agreement or permit by Company is contemplated or bargained for. Without limitation, City has the right to impose upon any consent to assignment such conditions and requirements as City may deem appropriate.

12.9 Consent to Assignments Company must attach to each Pre-approved Assignment a copy of Company's notice to City of the Pre-approved Assignment and other required documents, Company must attach to each other assignment, a copy of City's notice to Company of City's consent to the assignment. This Agreement will continue to be enforceable according to its terms in spite of any provisions of any documents relating to an assignment.

12.10 Assignment Fee. Company must pay to City in advance the sum of Five Hundred Dollars ($500) as a nonrefundable fee for legal, administrative and other expenses related to every Pre-approved Assignment of an Agreement (including any related Site Permits (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether or not City grants such request**.**

SECTION 13. USE AREA

13.1 Authority to Use Right-of-Way. Upon approval of this Agreement, City grants to Company permission to install Wireless Facilities in the Right-of-Way upon issuance of all required Permits as set forth below.

13.2 Limitations. Notwithstanding anything herein to the contrary, the Use Area includes and is limited to only certain area that Company is permitted to use and occupy as depicted in Exhibit B. The Use Area will be clearly defined by the Boundary Plan in the Preliminary Drawings or Construction Drawings.

13.3 Use Area Boundary. The Use Area excludes other parts of the Public Property and all other land. Company must not occupy or use any other portion of the Public Property or adjoining lands. An approved Agreement or an issued Permit does not allow any use of land outside the Use Area. If any portion of Company's work, improvement, or equipment is to be located on other land, such work, improvements, and equipment are prohibited unless Company first obtains from the owner of said land (including City, if applicable) an agreement allowing such work, improvements, or equipment (a "Supplemental Parcel Agreement").

13.4 Power and Telephone Service. Nothing herein grants permission for any portion of the power, telephone or other service routes, if any. Use of the Public Property or utility easements for these purposes, if any, is governed by other City laws, rules, and policies, and by the Agreement or franchise between City and electrical, telephone, and other service Companies. Any proposed service entrance section, electrical meter pedestal, vault or other equipment and any associated conduits required by power, telephone, or other service Companies to be constructed by the Company to provide such services to the Site must be clearly indicated on the Site Construction Drawings to coordinate with and avoid conflicts with other users.

13.5 Rights in Adjacent Land. Company's interests granted by this Agreement are expressly limited to the real property defined as the "Use Area" in an issued Permit. Without limitation, in the event any public right-of-way or other public or private property at or adjacent to the Use Area is owned, dedicated, abandoned, or otherwise acquired, used, improved, or disposed of by City, such property will not accrue to Company but will be City's only.

13.6 Variation in Area. In the event the Use Area consists of more or less than any stated area, Company's obligations hereunder will not be increased or decreased.

13.7 Condition of Title. Company must not amend, modify, terminate, or otherwise change the Site Documents or create new Site Documents without the City's written approval.

13.7.1 Title. City does not warrant title or rights to use the Use Area or any other property.

13.7.2 Indemnity. Company must pay, indemnify, defend, and hold harmless the City and its agents and representatives of, from and against any and all claims, demands, damages, expenses, interest or penalties of any kind or nature whatsoever, including reasonable attorneys', arbitrators' and experts' fees and court costs that arise from or relate to Company's failure to comply with the Site Documents except to the extent caused by City's negligence or willful misconduct.

13.8 Condition of Use Area. The Use Area is made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use or particular purpose.

13.9 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Company's rights herein are limited to use and occupation of the Use Area for the Permitted Uses. Company's rights in the Use Area are limited to the specific rights created herein as an approved Agreement.

13.10 Reserved Right and Competing Users and Activities. Notwithstanding anything herein to the contrary, City specifically reserves to itself and excludes from any issued Permit a non-exclusive delegable right (the "Reserved Right") over the entire Use Area for all manner of real and personal improvements and for streets, sidewalks, trails, landscaping, utilities, and every other land use of every description, provided the foregoing does not unreasonably interfere with Company's use of the Use Area. Without limitation:

13.10.1 Competing Users. Company accepts the risk that City and others (the "Competing Users") may now or in the future install their facilities in the Use Area in locations that make unoccupied parts of the Public Property unavailable for Company's use.

13.10.2 Competing Activities. Company accepts the risk that there may now or in the future exist upon the Use Area all manner of work and improvements upon the Use Area (the "Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Area and whether occasioned by existing or proposed uses of the Public Property or existing or proposed uses of adjoining or nearby land: (i) All manner of streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances; (ii) All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guy wires of every description, and all manner of other utility facilities and their appurtenances; (iii) All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances: (iv) All other uses of the Public Property that City may permit from time to time.

13.11 City's Rights Cumulative. All of City's Reserved Rights under various provisions of this Agreement and any and all issued Permits will be cumulative to each other.

13.12 Use Priorities. This Agreement does not grant to Company or establish for Company any exclusive rights or priority in favor of Company to use the Use Area. Company must not obstruct or interfere with or prevent any Competing User from using the Use Area. City agrees that Competing Users may not obstruct or interfere with or prevent Company from using the Use Area.

13.13 Regulation. City reserves the full authority to regulate use of the Use Area and to resolve competing demands and preferences regarding use of the Use Area and to require Company to cooperate and participate in implementing such resolutions. Without limitation, City may take any or all of the following into account in regulating use of the Use Area: (i) all timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities; and (ii) all other factors City may consider relevant, whether or not mentioned in this Agreement and any and all issued Permits; (iii) differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

13.14 Communications Equipment Relocation. Upon ninety (90) days' notice from City and in connection with the relocation of the associated SRP transmission pole, Company may temporarily or permanently relocate or otherwise modify the Communications Equipment (the "Relocation Work") as follows: (i) Company must perform the Relocation Work at its own expense when required by the City Manager; and (ii) The Relocation Work includes all work determined by City to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting, or relocating any portion of the Communications Equipment; and (iii) City may perform any part of the Relocation Work that has not been performed within the allotted time. Company must reimburse City for its actual costs in performing any Relocation Work. City has no obligation to move Company's, City's or others' facilities, but may assist Company to find a new location and to expedite the approval process; and (iv) City reserves the right to use any of Company's Facilities that are abandoned in place or that are not relocated on City's request; and (v) all Relocation Work is subject to and must comply with this Agreement; and (vi) if City and Company cannot mutually agree on an alternate location, this Agreement will terminate as set forth in section 15.1; and (vii) Communication Equipment relocated to an acceptable location must be reflected by an amendment to this Agreement and subject to City Council approval.

13.15 Interference/Disruption by Competing Users. Neither City, nor any agent, contractor, or employee of City will be liable to Company, its customers nor third parties for any service disruption or for any harm caused them or the Communications Equipment due to Competing Users or Competing Activities.

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13.16 Emergency Disruption by City. City may remove, alter, tear out, relocate or damage portions of the Communications Equipment in the case of fire, disaster, or other emergencies as the City Manager deems such action to be reasonably necessary under the circumstances. City will make reasonable efforts to contact the Company's Network Operations Center at (800) 621-2622. In such event, neither City, nor any agent, contractor or employee of City may be liable to Company or its customers or third parties for any harm so caused to them or the Communications Equipment. When practical, City may consult with Company in advance to assess the necessity of such actions and to minimize damage or disruption of operation of the Communications Equipment to the extent reasonably practical under the circumstances. City will inform Company after such action is taken. The terms and condition for Relocation Work apply for Company's repair for the emergency disruption of Company's Wireless Facilities.

13.17 Public Safety. If the Communications Equipment or any other Company equipment, improvements, or activities present any immediate hazard or impediment to the public, to City, to City's equipment or facilities, to other improvements or activities within or outside of the Use Area, or to City's ability to safely and conveniently operate the Public Property or perform City's utility, public safety, or other public health, safety, and welfare functions, Company must immediately remedy the hazard, comply with City requests to secure the Public Property, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment. Company's work crews must report to the Use Area within four (4) hours of any request by City under this section. The City may impose violation use fees and civil sanctions as provided in C.C.C. chapter 46 for Company's failure to comply with this section, this Agreement, or City Code.

13.18 Third Party Permission. Company's Wireless Facilities must not be located on Third Party Areas without the third party's written permission. This Agreement may be suspended for Company's failure to obtain the third party's written permission to use Third Party Areas.

SECTION 14. PROPRIETARY INFORMATION

14.1 Notice to Company. If City receives a request to disclose information identified by Company as Proprietary Information, City will notify Company of such request as provided in section 19.15 to permit Company at Company's cost

a reasonable opportunity to prevent the disclosure of the requested information. If the City does not receive a court order to prevent disclosure within five business days from the date of the notice, the City will disclose the requested information.

14.2 Public Records Law. Notwithstanding any provision in this Agreement, Company acknowledges and understands that City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Laws (A.R.S. § 39-121 et. seq.).

SECTION 15. ABANDONMENT

15.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the Wireless Facilities is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such Wireless Facilities or property has been installed in any Public Property without complying with the requirements of this Agreement, or this Agreement has terminated or been revoked, Company must promptly, upon being given 60 days' notice from the City, begin removal of such Wireless Facilities and related appurtenances from the Public Property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Company must promptly restore the Public Property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Company. As a minimum, Company must restore the Public Property to a condition as existed prior to the removal of the structure or property.

15.2 Permanent Abandonment. The Wireless Facilities and any other property of Company remaining on the Public Property without the consent of the City 180 days after the revocation of this Agreement will be at the option of the City considered permanently abandoned. Any Company property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

SECTION 16. AGREEMENT REVOCATION

16.1 Revocation for Nonuse. Not later than 24 months after the date that the City issues a wireless agreement under C.C.C. chapter 46, or an amended video service agreement under C.C.C. chapter 46, Company must offer and provide wireless services unless the Company cannot meet the requirement for reasons beyond the Company's control as provided in Section 19.22. If Company fails to comply with this section, the City may revoke this Agreement.

16.2 Revocation for Cause. In addition to C.C.C. chapter 46 and subject to Section 16.4 below, this Agreement may, after public hearing and notice and an opportunity to cure pursuant to Section 16.3 below, be revoked, altered, or suspended by the City as it deems necessary on any of the following grounds: (i) failure to file and maintain any faithful letters of credit, insurance coverage or pay Agreement fees as required under this Agreement; (ii) failure to comply with applicable law regarding the operation of the Wireless Facilities, this Agreement, or the appropriate regulatory authority; (iii) violation of material terms of this Agreement; (iv) fraud by Company, in its conduct or relations under the Agreement; (v) willful or grossly negligent repeated violations of this Agreement; (vi) failure to comply with any federal, state, local or administrative order, law, permit regulation or consent decree as such may apply to Company's activities, as contemplated in this Agreement; and (vii) permanent or temporary suspension for a period greater than 180 calendar days by the United States or the State of Arizona for any authorizations for Company to own, operate, maintain, or construct a Wireless Facilities.

16.3 Cure Period. If any of the foregoing events occur, Company will be given a period of 60 days after receipt of a written notice of default from the City to cure the default before the hearing described in Section 16.4. The provisions of Section 16.4 apply: (i) if Company fails to cure the event of default within the 60 day period; or (ii) when an event of a default cannot be cured within the 60 day period and Company fails to begin and diligently pursue the cure.

16.4 City Determination; Public Hearing. If Company fails to remedy its default as provided for in Section 16.2, City will notify Company of that determination and will state the major causes and reasons supporting the determination. Company will be granted ten days to respond to the determination. The City will consider the response of Company, if any, and may then terminate, postpone for a period, or proceed with the revocation, alteration, or suspension process. If the City proceeds with the revocation, alteration, or suspension process, or reactivates a postponed proceeding, a written statement of revocation, alteration, or suspension will be served upon Company stating the principal reasons for such

action and a copy of the statement must be sent by certified U.S. mail, return receipt requested, to Company as provided in Section 19.15. The City Council may take final action on the revocation, alteration, or suspension of this Agreement after the public hearing.

16.5 Removal of Facilities. Upon revocation of this Agreement, the City may declare a forfeiture, whereupon all rights and privileges of Company under this Agreement will immediately be divested without a further act upon the part of Company, and Company must remove its structures or property from the Public Property and restore the Public Property to the condition as existed prior to the removal of the structure or property. Upon Company's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Company. At the City's option, Company may abandon structures or property in place as provided in this Agreement. At a minimum, the Public Property must be restored to a condition as existed before the removal of the structures or property.

SECTION 17. RADIO FREQUENCY REQUIREMENTS; CITY EMPLOYEE SAFETY

17.1 RF Compliance Requirements. Company must document, report, and confirm its compliance with FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules"). Company must cause its senior internal engineer responsible for compliance with the FCC Rules to deliver to City a written letter (the "RF Letter"), as follows: (i) The RF Letter must attest that Company's operation of the Communications Equipment is in compliance with the FCC Rules. A statement from Company declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph; and (ii) Company must maintain records of radio frequency measurements and Communications Equipment performance in accordance with the FCC Rules; and (iii) Company must show its compliance with the FCC Rules.

17.2 Prior Notice for Work Near Wireless Facilities. Prior to performing any work on the Site, the City's employee will contact the Network Operations Center (the NOC") whose information must be located on the ground level Communications Equipment or on the pole. The City's employee will identify himself or herself as an employee of City and will request deactivate the RF signals at the Site for a specified period. Upon completion of the work, the City's employee will contact the NOC to inform Company that the Site may activate the RF signals.

17.3 Kill Switch. Company must provide access to a "kill switch" for the Wireless Facilities and Communication Equipment located at the Site for use by the City's employees, agents, or representatives.

SECTION 18. VIOLATION USE FEES AND PUBLIC SAFETY VIOLATIONS.

18.1 Violation Use Fee. Company agrees to pay Violation Use Fees as provided in C.C.C. chapter 46 when Company breaches the terms of this Agreement and fails to cure the breach after the applicable notice and cure period. The City may elect to draw upon the letter of credit required in Section 8 to collect the Violation Use Fees. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of Violation Use Fees. Company's payment of Violation Use Fees does not excuse Company's breach of this Agreement or limit the City's legal or equitable remedies.

18.2 Enforcement of Violation Use Fees. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15. If City determines that Company is liable for Violation Use Fee, the City assesses the Violation Use Fee by setting forth the nature of the violation and the amount of the assessment. Within ten days of the notice of violation date, Company may appeal the violation as provided in C.C.C. chapter 46 or must pay the Violation Use Fee.

18.3 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, as provided in C.C.C. chapter 46 the City Manager may issue notices of violation of this Agreement and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the public right-of-way. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15, and Company's violation may result in a civil sanction as provided in C.C.C. chapter 46. For continuing violations within a 24-hour period, each calendar day is considered a separate period for civil sanctions.

18.4 Civil Action for Violations. These remedies are cumulative and the City may proceed under one or more

remedies. Any party who causes, permits, facilitates, or aids or abets any violation of any provision of this section or who fails to perform any act or duty required by this section is subject to a civil sanction as provided in C.C.C. chapter 46.

SECTION 19. GENERAL CONDITIONS.

19.1 Agreement Administrator and Enforcement. In all matters of Agreement administration, the City Manager has authority to determine Company's compliance with the terms and provisions of the Agreement, and in the event of non-compliance, to exercise any or all of the remedies provided in this Agreement and to the full extent provided by law.

19.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

19.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this Agreement to which Company is party, and Company may not oppose such intervention by the City.

19.6 Compliance With Laws. Company must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Company under this Agreement.

19.7 No Recourse. Company has no recourse whatsoever against the City or its officials, boards, commissions, agents, or employees for any loss, costs, expense, or damage arising out of any provision, requirement, enforcement, or defect in this Agreement.

19.8 Non-Enforcement by the City. Company will not be relieved of its obligation to comply with any of the provisions of this Agreement by reason of the City's failure to insist upon or to seek compliance with any term and condition.

19.9 Agreement Documents. Company must submit to the City the letter of credit and insurance certificates as required by the Agreement within 30 days of the Effective Date. The Agreement granted is not legally operative until all of Company's requirements in this Section are completed. In the event Company does not timely satisfy these, this Agreement will be deemed null and void unless Company's time period to comply is extended by the Council.

19.10 Survival of Warranties. Company's representations and warranties made as part of the grant of this Agreement or any permit issued under this Agreement survive termination or revocation of this Agreement.

19.11 Right of Cancellation. Company acknowledges that this Agreement is subject to cancellation by the City under A.R.S. § 38-511.

19.12 Covenant Against Contingent Fees. Company warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in this Agreement. For breach or violation of this warranty, the City has the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

19.13 Independent Contractor. Any provision in this Agreement that may appear to give the City the right to direct Company or Company the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

19.14 Governing Law; Jurisdiction. Arizona law governs this Agreement, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this Agreement must be instituted in Maricopa County, Arizona courts.

19.15 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this Agreement must be in writing and: (i) delivered in person; or (ii) deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service

and addressed as follows:

To City:

City of Chandler
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Attention: Development Services
Phone: (480) 782-3000
e-mail: tuf@chandleraz.gov

To Company:

Cellco Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate Site: PHO Rubenstein
Phone: 800 264-6620

With a copy to:

City of Chandler
Office of the City Attorney
P.O. Box 4008, Mail Stop 602
Chandler, Arizona 85224-4008

Notice will be deemed received at the time it is personally served, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by electronic mail.

19.16 Organization/Employment Disclaimer. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this Agreement.

19.17 Entire Agreement; Amendment; Waivers. This Agreement, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Company with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit “A” – Site Drawings
Exhibit “B” – Use Area or Legal Description
Exhibit “C” – Chandler Department Approval Form
Exhibit “D” – Form Letter of Credit
Exhibit “E” – Assumption Wireless Use Agreement
Exhibit “F” – Extension of Wireless Use Agreement

19.18 Right of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any right or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any person who is not a party to this Agreement, nor will any provisions in this Agreement give any persons not a party to this Agreement any right of subrogation or action over or against any Party to this Agreement.

19.19 Construction. This Agreement is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement will be construed in accordance with their usual and customary meanings. The Parties hereby waive the

application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to "Sections" herein refer to the sections and paragraphs of this Agreement unless specifically stated otherwise. The section and other headings contained in this Agreement are inserted for convenience of reference only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation of this Agreement.

19.20 Severability. If any covenant, condition, term, or provision of this Agreement is held to be illegal, or if the application of this Agreement to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this Agreement is valid and enforceable to the fullest extent permitted by law.

19.21 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this Agreement.

19.22 Force Majeure. For the purpose of any of the provisions of this Agreement, neither Company nor the City, as the case may be, will be considered in breach of or in default of their obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Company's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

19.23 On-Call Assistance. Company must be available to staff employees of any City department having jurisdiction over Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Wireless Facilities. City may contact by telephone the control center operator at telephone number (800) 621-2622 regarding such problems or complaints. In the event of a public emergency, pursuant to Sections 13.16 and 13.17, the emergency contact can be reached at (800) 621-2622.

19.24 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A) in connection with this Agreement. Therefore, Company and each contractor it uses warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A in connection with this Agreement. A breach of this warranty will be deemed a material breach of this Agreement and may be subject to penalties up to and including revocation of the Agreement. City retains the legal right to inspect the papers of Company's or contractor's employees who provide services under this Agreement to ensure that Company and its contractors comply with this warranty.

19.25 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

19.26 Written Acceptance. Company's execution of this Agreement constitutes Company's acceptance of this Agreement as granted and its agreement to be bound by and to comply with the terms and conditions of this Agreement. Company's signature must be acknowledged by Company before a notary public.

19.27 Data Confidentiality and Data Security. As used in this Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Company as part of the terms and conditions of this Agreement. Except as specifically provided in this Agreement, Company must not divulge confidential data provided by City to Company and clearly marked confidential to any third party without the City's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the Company prior to the Effective Date or is publicly available; or (ii) data which was acquired by the Company in its performance under this Agreement and which was disclosed to the Company by a third party, who to the best of the Company's knowledge and belief, had the legal right to make such disclosure and the Company is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Company is subject. Company assumes all liability to maintain the confidentiality of City's confidential data in Company's possession. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

City of Chandler, an Arizona municipal corporation

By: _____
MAYOR/AUTHORIZED STAFF

APPROVE AS TO FORM:

_____
City Attorney by: _____

ATTEST:

_____
City Clerk

SEAL

Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless

By: _____
Signature

Print Name: DESMOND JACKBIR

Title DIRECTOR - NETWORK FLD ENGINEERING

_____

_____

_____

EXHIBIT “A”
SITE DRAWINGS

APPROVED
As Corrected - See Redline Comments on Plans
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6/4/2018 6:15 PM

verizon wireless

PHO_RUBENSTEIN

COOPER RD & BUCHANAN ST
TOWN OF GILBERT
CHANDLER, AZ 85255

PCS MODIFICATIONS

ARIZONA 811
Arizona Blue Stake, Inc.
Call before you dig.

GENERAL PROJECT NOTES

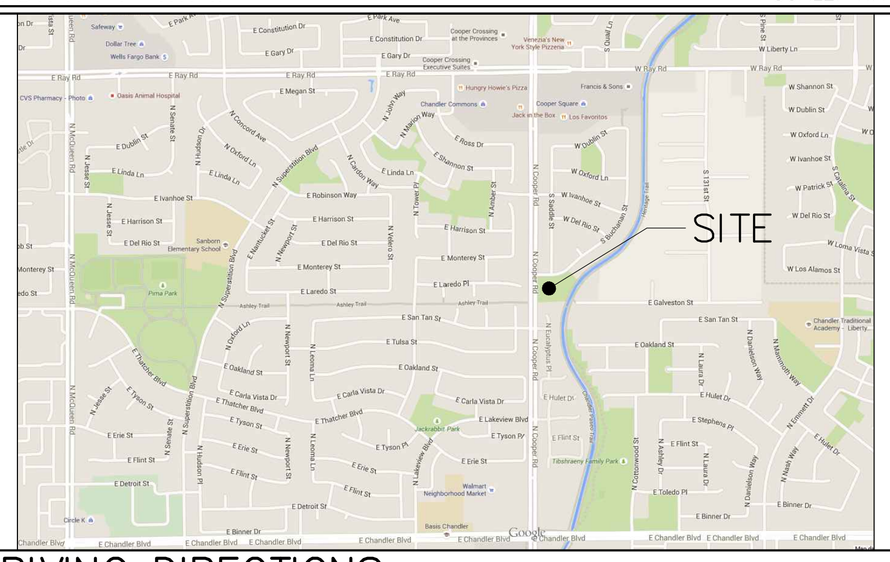
1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE NEW PROJECT.
2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON WIRELESS REPRESENTATIVE.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, UNLESS INDICATED OTHERWISE.
5. NOTIFY VERIZON WIRELESS, IN WRITING, OF ANY MAJOR DISCREPANCIES, REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON WIRELESS REPRESENTATIVE, AND ADJUSTING THE BID ACCORDINGLY.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON WIRELESS REPRESENTATIVE.
8. CONTRACTOR PLANS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY VERIZON WIRELESS, THE CONTRACTOR SHALL PROVIDE VERIZON WIRELESS WITH ONE COPY OF ALL RED-LINED DRAWINGS.
9. VERIFY ALL FINAL EQUIPMENT WITH A VERIZON WIRELESS REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON WIRELESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

PLANS CONFORM TO 2012 IBC

ALL PLANS SCALE TO 24" x 36"

VICINITY MAP

SCALE: N.T.S.



DRIVING DIRECTIONS:

FROM TEMPE, AZ OFFICE,

1. HEAD WEST ON W GEMINI DR TOWARD S MAPLE AVE (246 FT)
2. TURN RIGHT ONTO S MAPLE AVE (0.2 MI)
3. TURN LEFT ONTO E GUADALUPE RD (2.5 MI)
4. TURN RIGHT ONTO S PRICE RD (0.1 MI)
5. TAKE THE ARIZONA 101 LOOP S RAMP (0.3 MI)
6. MERGE ONTO AZ-101 LOOP S (4.2 MI)
7. TAKE EXIT TOWARD AZ-202 LOOP E (148 FT)
8. CONTINUE ONTO EXIT 61C (SIGNS FOR ARIZONA 202 LEEP E) (1.1 MI)
9. MERGE ONTO AZ-202 LOOP E (7.0 MI)
10. TAKE EXIT 45 FOR COOPER RD (0.4 MI)
11. TURN LEFT ONTO S COOPER RD. DESTINATION WILL BE ON THE LEFT.

PROJECT SUMMARY

SITE NAME:	PHO_RUBINSTEIN
ADDRESS:	COOPER RD & BUCHANAN ST CHANDLER, AZ 85255
E911 SITE INFORMATION:	FIRE: N/A RESCUE: N/A POLICE: N/A
TAX MAP PARCEL ID:	302-83-814A
ZONING CLASSIFICATION:	SF-7
MUNICIPALITY:	TOWN OF GILBERT
STRUCTURE TYPE:	MONOPOLE
TOWER COORDINATES (NAD 83):	N 33° 18' 50.36" W 111° 48' 24.22"
GROUND ELEVATION (NAVD 88):	1,235.1'± AMSL
PROPERTY OWNER:	SALT RIVER PROJECT 1521 N. PROJECT DR TEMPE, AZ 85281
APPLICANT:	TECTONIC ENGINEERING FOR VERIZON WIRELESS 4041 S. McCLINTOCK DRIVE, SUITE 302 TEMPE, AZ 85282
CONTACT PERSON:	TERINA LINES
CONTACT PHONE:	(480) 629-5533
ENGINEERS/DESIGNERS:	TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C. 8639 MAYLAND DRIVE, SUITE 102 RICHMOND, VA 23294
ENGINEERING CONTACT PERSON:	PHILIP S. MELITA, P.E.
ENGINEERING CONTACT PHONE:	(804) 217-8504
LEASING/ZONING CONTACT PERSON:	TERINA LINES
LEASING/ZONING CONTACT PHONE:	(480) 629-5533
SURVEYOR:	N/A
SURVEYOR CONTACT PERSON:	N/A
SURVEYOR CONTACT PHONE:	N/A

SHEET INDEX

SHEET	TITLE	REV.NO.	DATE
T-1	TITLE SHEET	0	7/8/15
C-1	SITE PLAN	0	7/8/15
C-2	TOWER ELEVATION AND ANTENNA CONFIGURATIONS	0	7/8/15
C-3	ANTENNA AND EQUIPMENT MOUNTING DETAILS	0	7/8/15
C-4	RF DATA AND ANTENNA INFORMATION	0	7/8/15
C-5	ANTENNA & TMA SPECIFICATIONS	0	7/8/15

THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL ITEMS OF CONCERN HAVE BEEN ADDRESSED AND EACH OF THE DRAWINGS HAS BEEN REVISED AND ISSUED "FOR CONSTRUCTION"

verizon wireless
126 W GEMINI DRIVE
TEMPE, AZ 85287

TECTONIC
• PLANNING
• ENGINEERING
• SURVEYING
• CONSTRUCTION MANAGEMENT

TECTONIC Engineering & Surveying Consultants P.C.
4041 South McClintock Drive, Suite 302
Tempe, AZ 85282
Phone: (480) 629-5533
Fax: (480) 629-8871
www.tectonicengineering.com

WORK ORDER NUMBER	DRAWN BY
7265.PHO_RUBENSTEIN	HTD

NO.	DATE	ISSUE
0	7/8/15	ICD

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SITE INFORMATION

PHO_RUBENSTEIN
COOPER RD & BUCHANAN ST
TOWN OF GILBERT
CHANDLER, AZ 85255

VZW PROJ # 20151204308

0 1 2 3
ORIGINAL SIZE IN INCHES

SHEET TITLE

TITLE SHEET

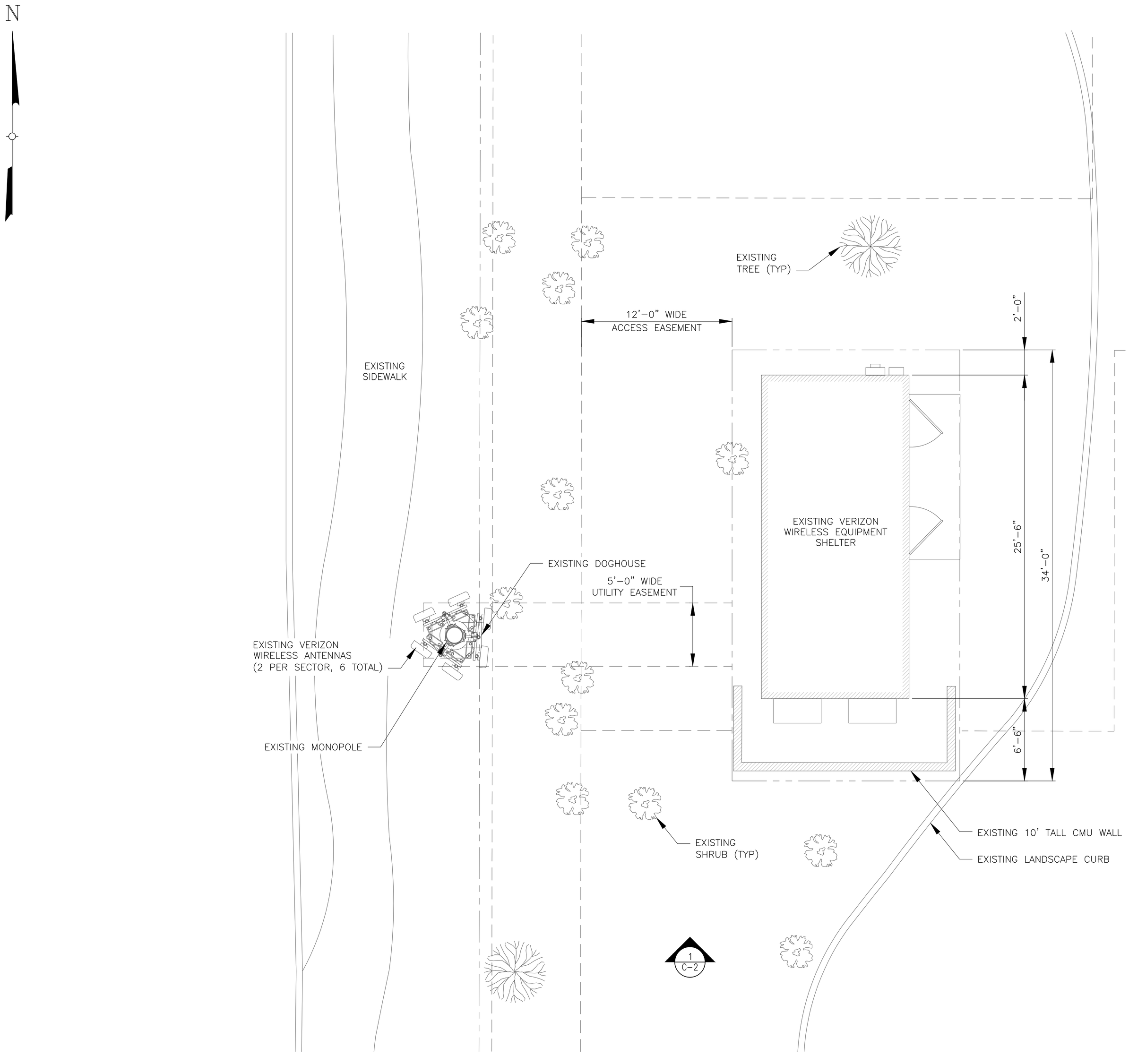
SHEET NUMBER

T-1

VERIZON WIRELESS PROJECT#20151204308

VERIZON WIRELESS SITE: PHO_RUBENSTEIN

File:F:\Richmond\Telco\7265.PCS VZW\7265.PHO Rubenstein\Construction\Rev 0\RD-TCCD-7265.PHO Rubenstein, Plotted: 7/8/15 at 9:51am, By:Hoi Dinh, Last Saved By:Hoi Dinh



1 C-1 SITE PLAN

SCALE: 1/4" = 1'-0"

NOTE

SITE PLAN BASED ON DRAWINGS BY BK DESIGN INC. DATED 05/09/07 AND SITE VISIT BY TECTONIC ENGINEERING ON 06/19/15.

APPROVED
As Corrected - See Redline Comments on Plans
Chandler • Arizona
6/4/2018 6:15 PM

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4041 South McClintock Drive, Suite 302
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Phone: (480) 629-5533
Fax: (480) 629-8871
www.tectonicengineering.com

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7265.PHO_RUBENSTEIN	HTD

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SITE INFORMATION

PHO_RUBENSTEIN
COOPER RD & BUCHANAN ST
TOWN OF GILBERT
CHANDLER, AZ 85255

VZW PROJ # 20151204308

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ORIGINAL SIZE IN INCHES

SHEET TITLE

SITE PLAN

SHEET NUMBER

C-1

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VERIZON WIRELESS PROJECT#20151204308
VERIZON WIRELESS SITE: PHO_RUBENSTEIN

STRUCTURAL NOTE

THIS VIEW DEPICTS THE PROPOSED VERIZON WIRELESS UPGRADES TO THE EXISTING MONOPOLE. IT DOES NOT INFER THAT TECTONIC HAS EVALUATED ITS STRUCTURAL ADEQUACY FOR THE NEW LOADS IMPOSED. THIS MONOPOLE WILL NEED TO BE EVALUATED BY A PROFESSIONAL ENGINEER TO CONFIRM MONOPOLE HAS CAPACITY TO SUPPORT NEW LOADS PRIOR TO CONSTRUCTION.

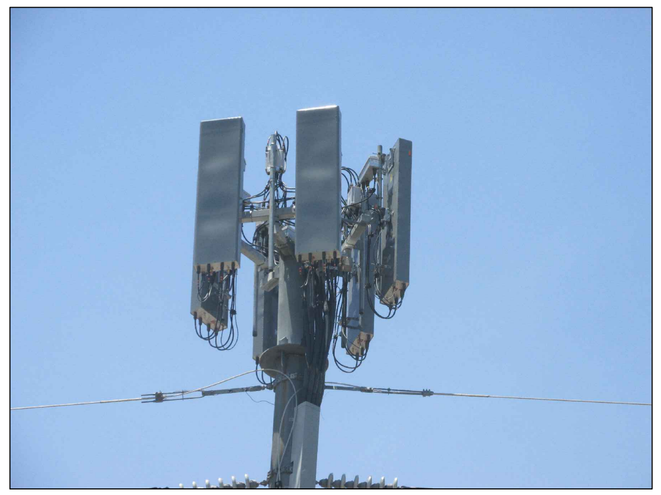
ANTENNA MODIFICATIONS

EXISTING NUMBER OF ANTENNAS	6
PROPOSED NUMBER OF ANTENNAS	6

ANTENNA CONFIGURATION

PCS UPGRADES INCLUDE:
(6) TMAs, ANTEL MODEL# TTA-TWG020H (2 PER SECTOR)

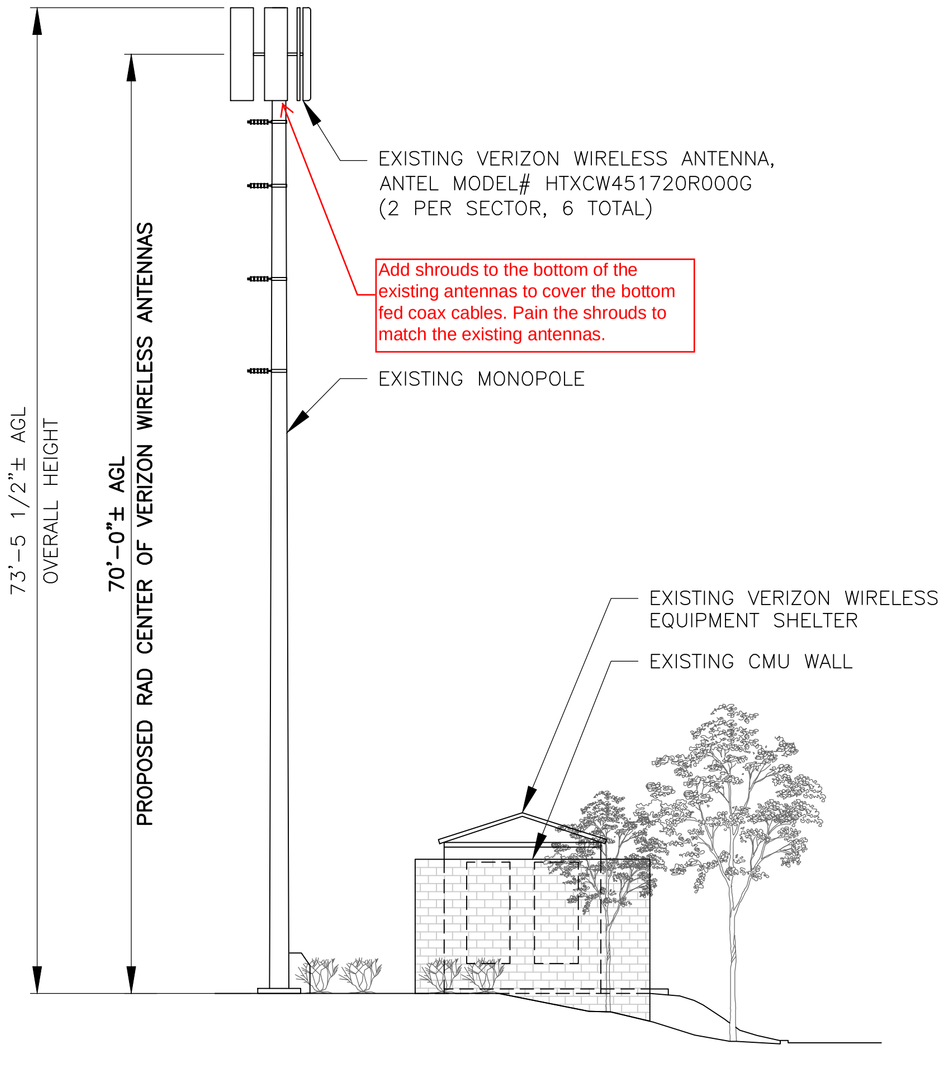
- SEE SHEET C-4 FOR MECHANICAL DOWNTILT ADJUSTMENTS
- RUN AISG CABLES FROM RET ANTENNA TO TMAs



EXISTING ANTENNA VIEW

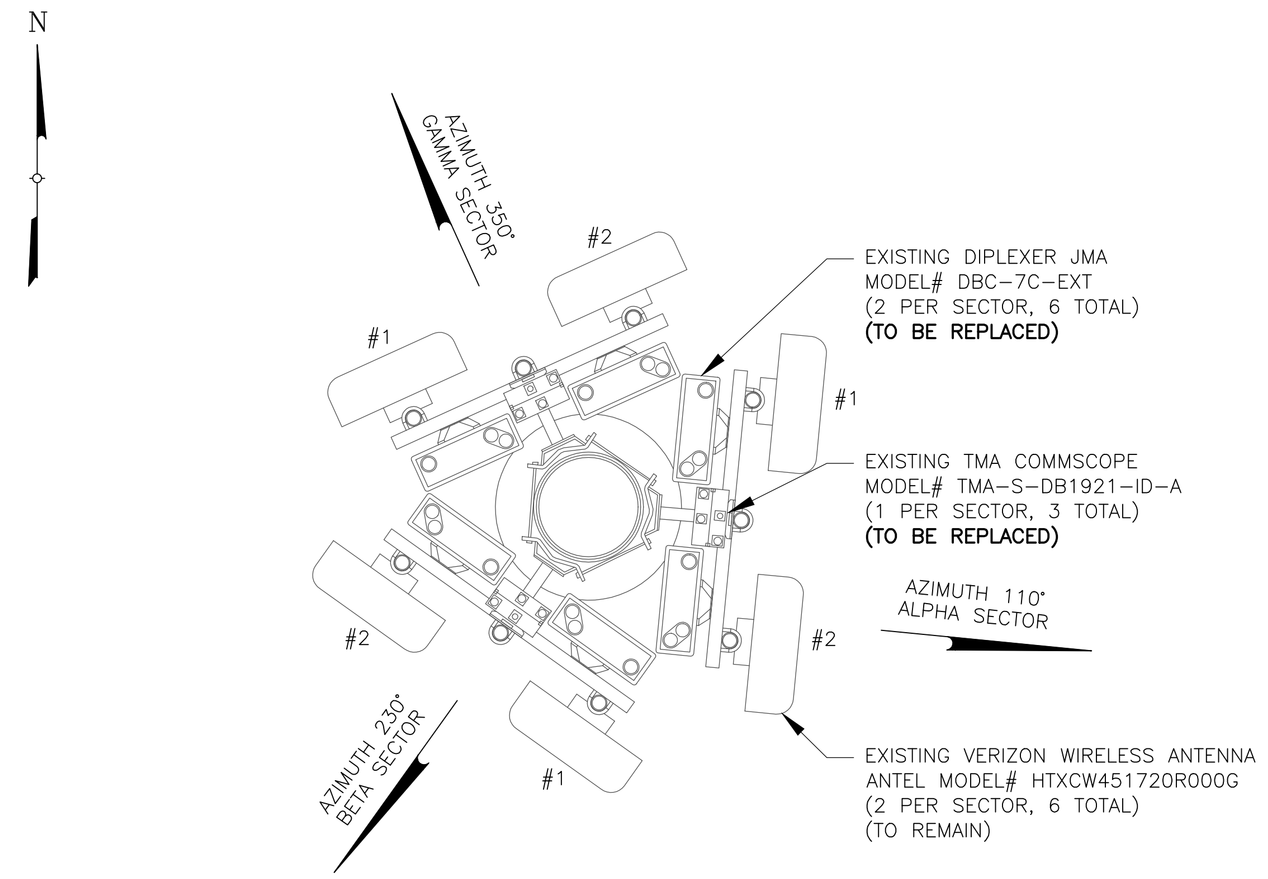
NOTE

ELEVATION BASED ON DRAWINGS BY BK DESIGN INC. DATED 05/09/07 AND SITE VISIT BY TECTONIC ENGINEERING ON 06/19/15.



1 C-2 PROPOSED SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



2 C-2 EXISTING CONFIGURATION @ 70'

SCALE: N.T.S.

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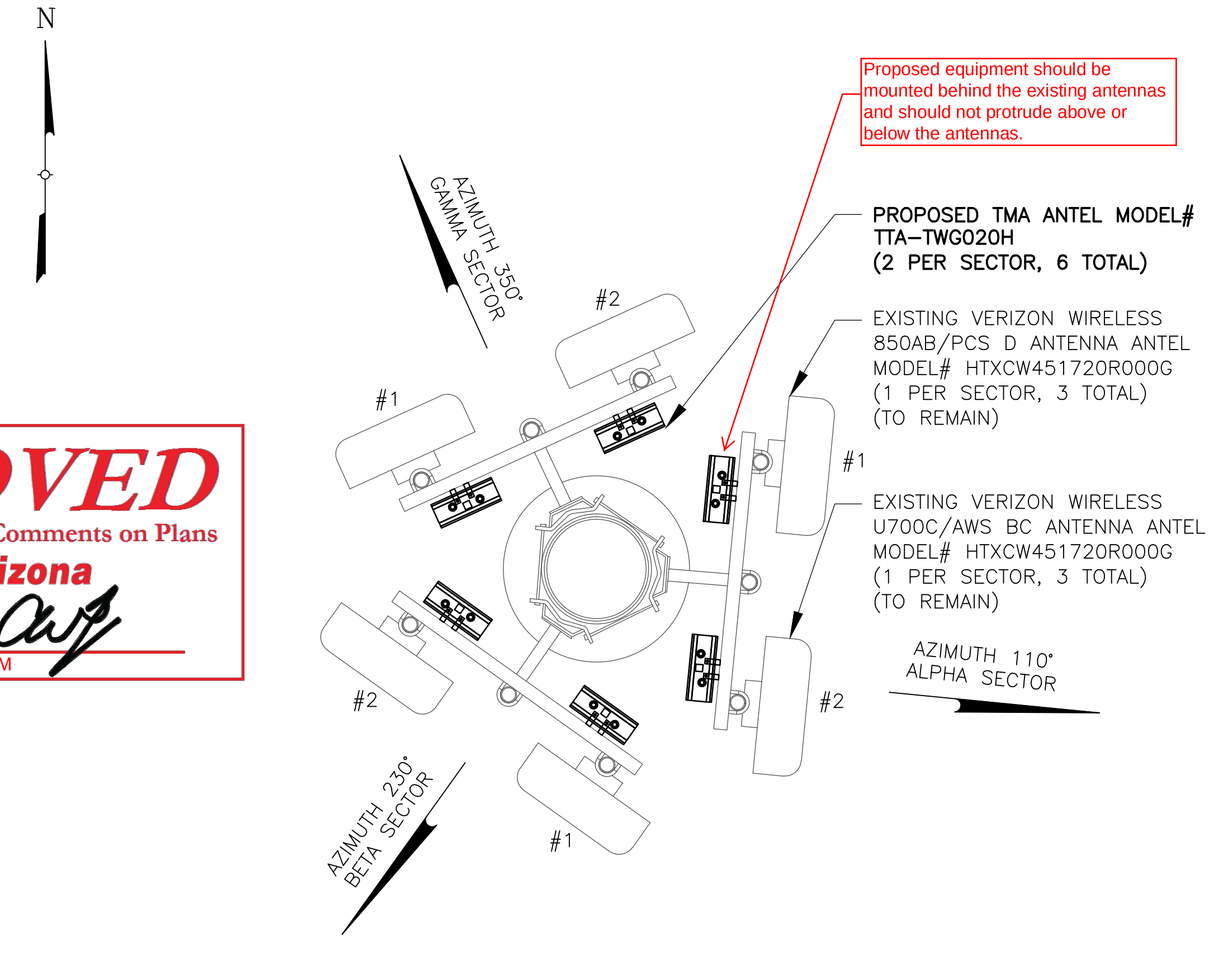
6/4/2018 6:15 PM



3 C-2 PROPOSED CONFIGURATION @ 70'

SCALE: N.T.S.

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TEMPE, AZ 85287

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CHANDLER, AZ 85255

VZW PROJ # 20151204308

0 1 2 3
ORIGINAL SIZE IN INCHES

SHEET TITLE

TOWER ELEVATION AND TMA CONFIGURATION

SHEET NUMBER

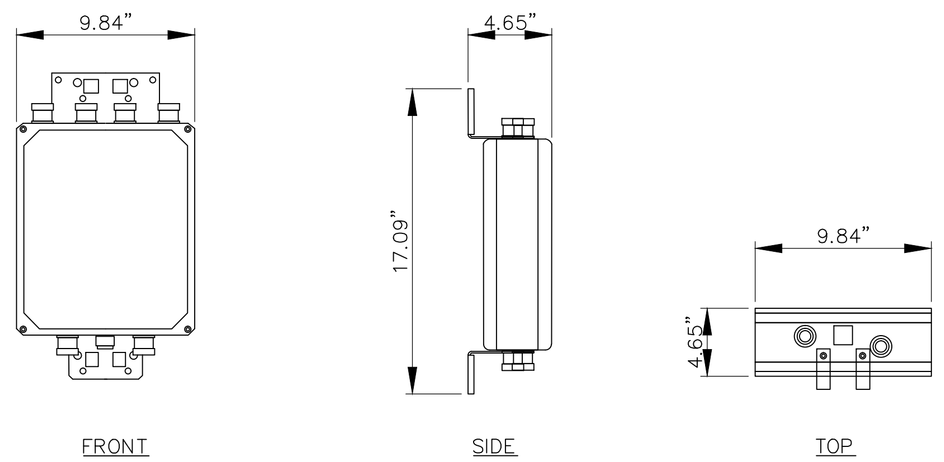
C-2

VERIZON WIRELESS PROJECT#20151204308

VERIZON WIRELESS SITE: PHO_RUBENSTEIN

File:F:\Richmond\Telco\7265.PCS VZW\7265.PHO Rubenstein\Construction\Rev 0\RD-TCCD-7265.PHO Rubenstein, Plotted: 7/8/15 at 9:52am, By:Hoi Dinh, Last Saved By:Hoi Dinh

APPROVED
As Corrected - See Redline Comments on Plans
Chandler • Arizona
6/4/2018 6:15 PM



1 / C-3 ANTEL – TTA-TWG020H

SCALE: N.T.S.

verizon wireless
126 W GEMINI DRIVE
TEMPE, AZ 85287

TECTONIC
• PLANNING
• ENGINEERING
• SURVEYING
• CONSTRUCTION MANAGEMENT

TECTONIC Engineering & Surveying Consultants P.C.
4041 South McClintock Drive, Suite 302
Tempe, AZ 85282
Phone: (480) 629-5533
Fax: (480) 629-8871
www.tectonicengineering.com

WORK ORDER NUMBER	DRAWN BY
7265.PH0_RUBENSTEIN	HTD

NO.	DATE	ISSUE
0	7/8/15	ICD

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SITE INFORMATION

PHO_RUBENSTEIN
COOPER RD & BUCHANAN ST
TOWN OF GILBERT
CHANDLER, AZ 85255

VZW PROJ # 20151204308

0 1 2 3
ORIGINAL SIZE IN INCHES

SHEET TITLE

EQUIPMENT DETAILS

SHEET NUMBER

C-3

File:F:\Richmond\Telco\7265.PCS VZW\7265.PH0 Rubenstein\Construction\Rev 0\RD-TCCD-7265.PH0 Rubenstein, Plotted: 7/8/15 at 9:51am, By:Hoi Dinh, Last Saved By:Hoi Dinh

VERIZON WIRELESS PROJECT#20151204308

VERIZON WIRELESS SITE: PHO_RUBENSTEIN

GENERAL NOTES:

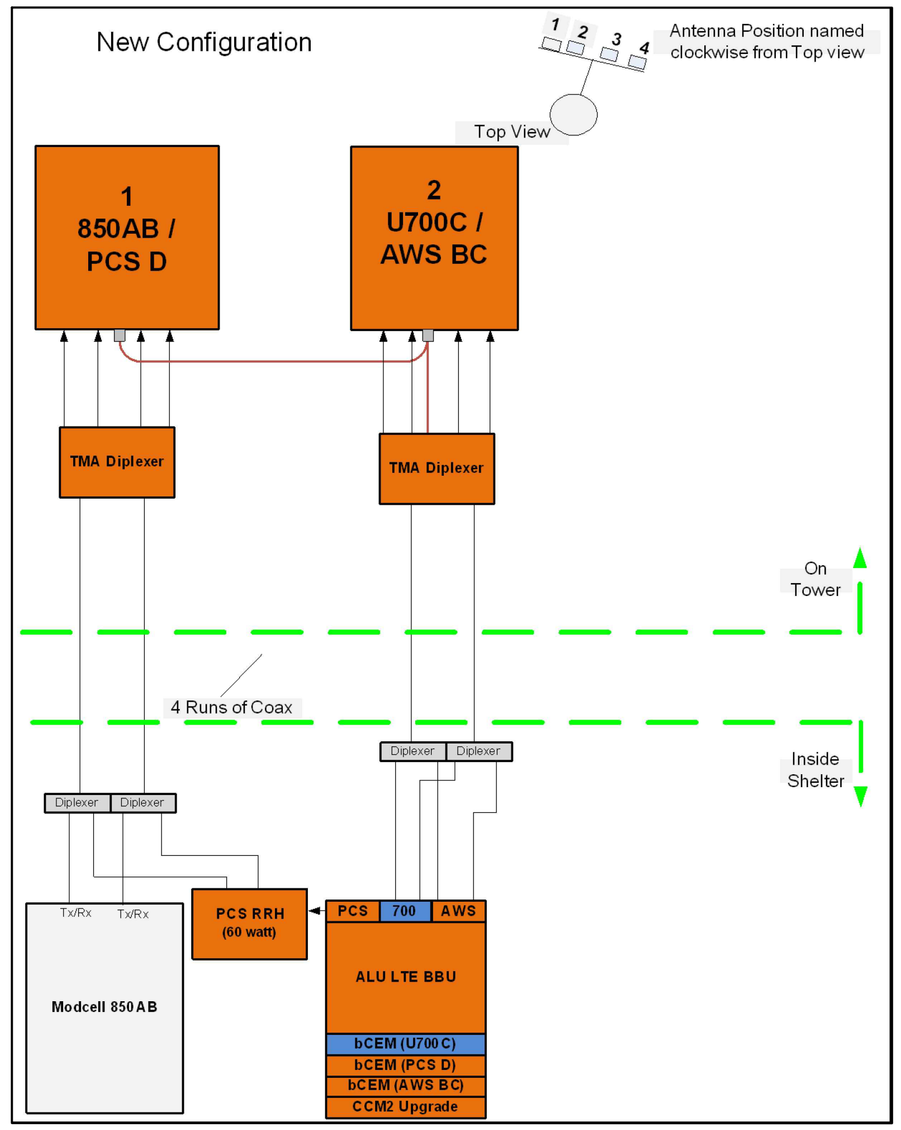
1. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBE HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
2. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
4. ALL DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE OWNER IMMEDIATELY IF DISCREPANCIES ARE DISCOVERED.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE.

ANTENNA & COAX CABLE SCHEDULE INFORMATION

SECTOR	ANTENNA POSITION	EXISTING/ **PROPOSED**	FREQUENCY	RAD CENTER	AZIMUTH	MECHANICAL DOWN TILT	ELECTRICAL DOWN TILT	ANTENNA MANUFACTURER	ANTENNA MODEL	ANTENNA QUANTITY	COAX QUANTITY	COAXIAL CABLE DIAMETER	COAX TYPE (HYBRIFLEX)
ALPHA	1	EXISTING	850AB / PCS D	70'	350°	1°	8°/2°	ANTEL	HTXCW451720R000G	1	2	1 5/8"	N/A
ALPHA	2	EXISTING	U700C / AWS BC	70'	350°	1°	8°/2°	ANTEL	HTXCW451720R000G	1	2	7/8"	
BETA	1	EXISTING	850AB / PCS D	70'	110°	1°	8°/2°	ANTEL	HTXCW451720R000G	1	2	1 5/8"	
BETA	2	EXISTING	U700C / AWS BC	70'	110°	1°	8°/2°	ANTEL	HTXCW451720R000G	1	2	7/8"	
GAMMA	1	EXISTING	850AB / PCS D	70'	230°	1°	8°/2°	ANTEL	HTXCW451720R000G	1	2	1 5/8"	
GAMMA	2	EXISTING	U700C / AWS BC	70'	230°	1°	8°/2°	ANTEL	HTXCW451720R000G	1	2	7/8"	

NOTES:

1. MARKING TAPE MUST BE APPLIED AT TOP OF FEED LINES AND AT BASE OF TOWER.
2. CHECK ALL ANTENNA INFO WITH VERIZON WIRELESS PRIOR TO CONSTRUCTION.
3. DESIGN REQUIREMENTS FOR ANTENNA, SUPPORTING STRUCTURES, EQUIPMENT CABINETS, AND PPC CABINETS PER BUILDING CODE (LATEST EDITION) WIND SPEED REQUIREMENTS AS LISTED ON SHEET T-1.
4. HYBRIFLEX CABLE IS 1.397", RET CABLE IS 0.315"
5. CAP AND WEATHERPROOF UNUSED PORTS AND LINES.



1 / C-4 SECTOR CONFIGURATION

SCALE: N.T.S.

APPROVED
As Corrected - See Redline Comments on Plans
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6/4/2018 6:15 PM

verizon wireless
126 W GEMINI DRIVE
TEMPE, AZ 85287

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4041 South McClintock Drive, Suite 302
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Fax: (480) 629-8871
www.tectonicengineering.com

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NO.	DATE	ISSUE
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SITE INFORMATION

PHO_RUBENSTEIN
COOPER RD & BUCHANAN ST
TOWN OF GILBERT
CHANDLER, AZ 85255

VZW PROJ # 20151204308

0 1 2 3
ORIGINAL SIZE IN INCHES

SHEET TITLE

RF DATA AND ANTENNA INFORMATION

SHEET NUMBER

C-4

File:F:\Richmond\Telco\7265.PCS VZW\7265.PHO Rubenstein\Construction\Rev 0\RD-TCCD-7265.PHO Rubenstein, Plotted: 7/8/15 at 9:51am, By:Hoi Dinh, Last Saved By:Hoi Dinh

VERIZON WIRELESS PROJECT#20151204308

VERIZON WIRELESS SITE: PHO_RUBENSTEIN

APPROVED
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Chandler • Arizona
Dennis McAvoy
6/4/2018 6:15 PM

Tower Mounted Amplifier

Amphenol ANTENNA SOLUTIONS

TTA-TWG020H, TTA-TWG021H

Dual Band AWS and 1900 Twin TMA with Optional Low Band Bypass, AISG 2.0

Designed to be deployed in co-located AWS, 1900 and low band 698-960 MHz systems with wideband antennas. Provides internal diplexing in all three bands with gain in the high bands.

- Improved base station sensitivity through gain in the AWS and 1900 uplink bands
- Internal duplexing of 698-960 MHz signals to be passed to additional ANT ports
- Excellent noise figure performance
- AISG 2.0 compatible, hardware & software configuration using AISG "personality" upload
- Internal diplexing of AWS and 1900 MHz bands
- Optional DC/AISG bypass onto ANT low band main

Ordering Options	
TTA-TWG020H	AWS/1900MHz dual band twin TMA, 60MHz BW, with low band bypass, AISG 2.0, configured with generic personality
TTA-TWG021H	AWS/1900MHz dual band twin TMA, 60MHz BW, with low band bypass, AISG 2.0, DC/AISG bypass onto ANT low band Main
RF Characteristics	
Downlink 1900 (TX) Path	
Pass-band	1930-1990 MHz
Insertion loss	0.5 dB typical
Return loss, all ports	18 dB min
Maximum input power	160 W (average) / 2kW (PEP)
Intermodulation at antenna port	< -153 dBc (3rd order) in RX band with 2x20W carriers
Uplink 1900 (RX) Path	
Pass-band	1850-1910 MHz
Gain	12 dB nominal
Gain variation over frequency, temperature	±1 dB maximum
Return loss	18 dB minimum operating, 12 dB in bypass
Noise Figure	1.4 dB typical
Bypass loss	2.5 dB typical
Output IP3	+28 dBm typical
Maximum input power with no damage	+12 dBm
Downlink AWS (TX) Path	
Pass-band	2110-2170 MHz
Insertion loss	0.4 dB typical
Return loss	18 dB minimum
Maximum input power	160 W (average) / 2kW (PEP)
Intermodulation at antenna port	< -163 dBc max, (7th order) in RX band with 2x20W carriers
Uplink AWS (RX) Path	
Pass-band	1710-1770 MHz
Gain	12 dB nominal
Gain variation over frequency, temperature	±1 dB maximum
Return loss	18 dB minimum operating, 12 dB in bypass
Noise figure	1.3 dB typical
Bypass loss	2.5 dB typical
Output IP3	+28 dBm typical
Maximum input power with no damage	+12 dBm

Quoted performance parameters are provided to offer typical or range values only and may vary as a result of normal manufacturing and operational conditions. Extreme operational conditions and/or stress on structural supports is beyond our control. Such conditions may result in damage to this product. Improvements to product may be made without notice.

verizon wireless
126 W GEMINI DRIVE
TEMPE, AZ 85287

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SITE INFORMATION

PHO_RUBENSTEIN
COOPER RD & BUCHANAN ST
TOWN OF GILBERT
CHANDLER, AZ 85255

VZW PROJ # 20151204308

0 1 2 3
ORIGINAL SIZE IN INCHES

SHEET TITLE

TMA SPECIFICATIONS

SHEET NUMBER

C-5

VERIZON WIRELESS PROJECT#20151204308

VERIZON WIRELESS SITE: PHO_RUBENSTEIN

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EXHIBIT "B"
USE AREA OR LEGAL DESCRIPTION
(If not already included as part of Exhibit A)

EXHIBIT "C"
CHANDLER DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACITLITES ON PUBLIC PROPERTY

Wireless Company Cellco Partnership doing business as Verizon Wireless
Company Contact _____
Location of Site On the east side of Cooper Road south of Buchanan Street

Attach specifications of facilities and their location to this form.

I. ***Department Where Site is to be Located***

☒ I hereby agree that to the best of our Department's knowledge with the information provided by the Company, that the wireless infrastructure proposed by the above Company at the noted location is acceptable to be located at our Department's facility/location.

☐ I deny our Department's approval for location at this site. Reason: _____

X _____ 1-20-21
Department Authorized Representative Signature and Title *Date*
DEVELOPMENT SERVICES DIRECTOR

II. ***Development Services Department***

☒ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the Company of the procedures to obtain zoning permit approval.

☐ I deny our Department's approval for location at this site. Reason: _____

Planning Manager 1/20/2021
Planning/Zoning Authorized Representative Signature and Title *Date*

_____ 1/21/2021
Real Estate Coordinator Authorized Representative Signature and Title *Date*
MANAGER

CHANDLER DEPARTMENT CLEARANCE FOR WIRELESS COMMUNICATION FACILITIES –page 2

III. *Public Safety Departments*

Information provided by the Company indicates that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and will not interfere with the City's emergency communication Wireless Facilities. If an interference or frequency study was deemed to be necessary in the City's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such equipment, then the Company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Police Department:

☑ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

☐ I deny our Department's approval for location at this site. Reason: _____

_____

_____

_____

_____

_____

Joe Cummings Police Tech Mgr — 1/25/21

Police Department Authorized Representative Signature and Title — *Date*

Fire Department:

☒ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

☐ I deny our Department's approval for location at this site. Reason: _____

_____

_____

_____

_____

_____

Assistant Fire Chief — 1/28/21

Fire Department Authorized Representative Signature and Title — *Date*

Current as of March 2018

INSTRUCTIONS: DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACILITIES IN RIGHT-OF-WAY

Section I. ***Department Where Site is to be Located***
Requires signature of Department Director or his/her designee of the Department whose manages the facility or public land/right-of-way where the wireless facility/structure is to be located. For example, if the facility is desired to be located in the following areas, the corresponding signature is required:

City Property	**Department Contact**
Community Services/Parks	Mickey Ohland, Park Development and Operation Manager 480-782-2743, mickey.ohland@chandleraz.gov 175 S. Arizona Ave., 4th Floor
Fire Station	Keith Hargis, Assistant Fire Chief 480-782-2161, keith.hargis@chandleraz.gov 151 E. Boston St.
Water/Wastewater Treatment Facility	John Knudson, Public Works Director 480-782-3590, john.knudson@chandleraz.gov 1475 E Pecos Rd.
Public Right-of-Way	Dennis Aust, Development Project Administrator 480-782-3315, dennis.aust@chandleraz.gov 215 E. Buffalo St.
Police Department	William Edel, Police Tech Manager 480-782-4153, william.edel@chandleraz.gov 250 E Chicago St.

The Company and the City Department should agree that the facilities can locate on the property under discussion without disrupting City operations. This may require an on-site tour to determine if there is an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the Department might receive such as collocation opportunities. Once a site has been agreed upon, then proceed to get signature for Section II. Fees for use for that site will be determined through the Use Agreement process once all signatures for the "Chandler Department Approvals for Wireless Communication Facilities" form have been received and submitted to the City at **Development Services Dept., 215 E. Buffalo St., Chandler, AZ 85225, (480) 782-3315.**

Section II. Development Services: Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.

Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., One-Stop Shop Front Counter, 480-782-3000 or Susan Fiala, City Planner, Planning Division, (480) 782-3067, Susan.Fiala@chandleraz.gov

Real Estate Contact: Erich Kuntze, Real Estate Coordinator, (480) 782-3397, erich.kuntze@chandleraz.gov

Section III. ***Police/Fire Departments:*** Company's technical staff should confer with the City's public safety communication staff to assure that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the City's emergency communication Wireless Facilities for either the Police or Fire Departments. There will be more detail language for the Company to agree regarding interference issues when applying for the Public Property Use Agreement.

Contact (both Fire & Police Clearance is Required):

Fire Department	Police Department, Communications Division
Fire Department Assistant Chief	Police Tech Manager
Keith Hargis, keith.hargis@chandleraz.gov	William Edel, william.edel@chandleraz.gov

151 E. Boston St., 480-782-2161 250 E. Boston St., 480-782-4153

EXHIBIT "D"
STANDARDS FOR LETTERS OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit must meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, and irrevocable.
1.2 The Letter of Credit is payable to CITY upon presentation of CITY'S draft.
1.3 CITY may make partial draws upon the Letter of Credit.
1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
1.5 Within ten (10) days after CITY'S draft on the Letter of Credit is honored, CITY must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.
1.6 The issuer specifies a telefax number, email address, and street address at which CITY may present drafts on the Letter of Credit.
1.7 The Letter of Credit is valid until a specified date.
1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration the issuer notifies CITY in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce.
1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.
2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.
3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to CITY.
3.3 The issuer shall have a net worth of not less than $1 billion.

FORM OF LETTER OF CREDIT

Date _____, 20__
Letter of Credit No.:_____
Site Location: _____
Site Address: _____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

We hereby establish our clean, unconditional and irrevocable Letter of Credit in your favor at the request and for the account of _____ in the aggregate amount of _____ ($_____), available upon presentation of your draft in the form attached hereto as **Schedule 1**.

We will honor each draft presented to us in compliance with the terms of this Letter of Credit. Partial draws are permitted. Each draft must be accompanied by a copy of this Letter of Credit. Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us in Maricopa County, Arizona upon which we may endorse our payment. Drafts may be presented by any of the following means:

1. By telefax to (_____) _____-_____.
2. By email to _____.
3. By hand or overnight courier service delivery to:
4. [This address must be in Maricopa County, Arizona.]

   _____
   _____
   _____

5. By hand or overnight courier service delivery to:

[This address need not be in Maricopa County, Arizona]

_____
_____
_____

This Letter of Credit is valid until _____, 20____ and shall thereafter be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration we notify you in writing, by either registered or certified mail, that we elect not to renew the Letter of Credit for such additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available upon your presenting to us your draft on or before the then current expiration date.

This Letter of Credit is subject to the UCP600. This Letter of Credit is not assignable.

_____ [bank name] _____, a _____
By _____ [bank officer's signature] _____
_____ [bank officer's name printed] _____
Its _____ [bank officer's title] _____
Phone: ___ [bank officer's phone number] _____

Form of Draft on Letter of Credit

To: _____

_____

_____

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Ladies and Gentlemen:

Pursuant to your Credit No. _____, the City of Chandler hereby demands cash payment in the amount of _____ ($_____).

Please make your payment to the City of Chandler in the form of a wire deposit to:

_____
_____
_____
_____

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

EXHIBIT "E"
ASSUMPTION OF WIRELESS USE AGREEMENT

Regarding _____

This assumption is made pursuant to paragraph 12.1.5 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and _____, a _____ ("Company") dated _____, 20____.

_____, a _____ ("Assignee"), having acquired the rights of the Company under the Agreement, hereby assumes the Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Agreement, all in favor of CITY. The person signing this document on behalf of Assignee warrants to CITY his authority to do so.

Dated: _____, 20_____

ASSIGNEE: _____,
a _____

By:
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of _____, a _____.

Notary Public
My Commission Expires:

_____
Date

EXHIBIT "F"
EXTENSION OF WIRELESS USE AGREEMENT

Regarding: _____

This extension is made pursuant to paragraph 5.1 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and _____, a _____ ("Company") dated _____, 20____.

COMPANY: _____,
a _____

By: _____
Its: _____

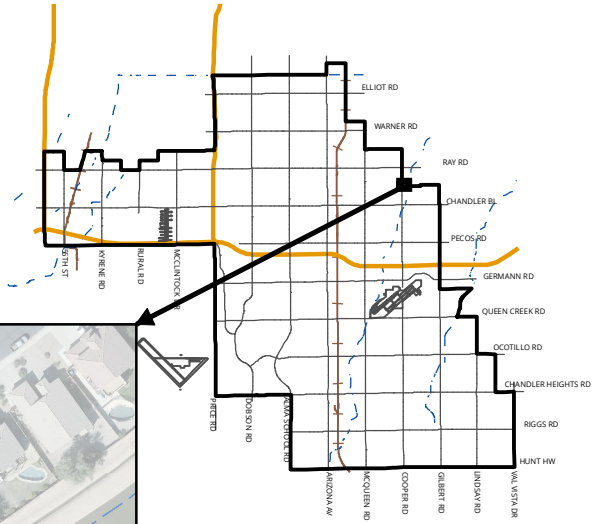
CITY OF CHANDLER
a *municipal corporation*

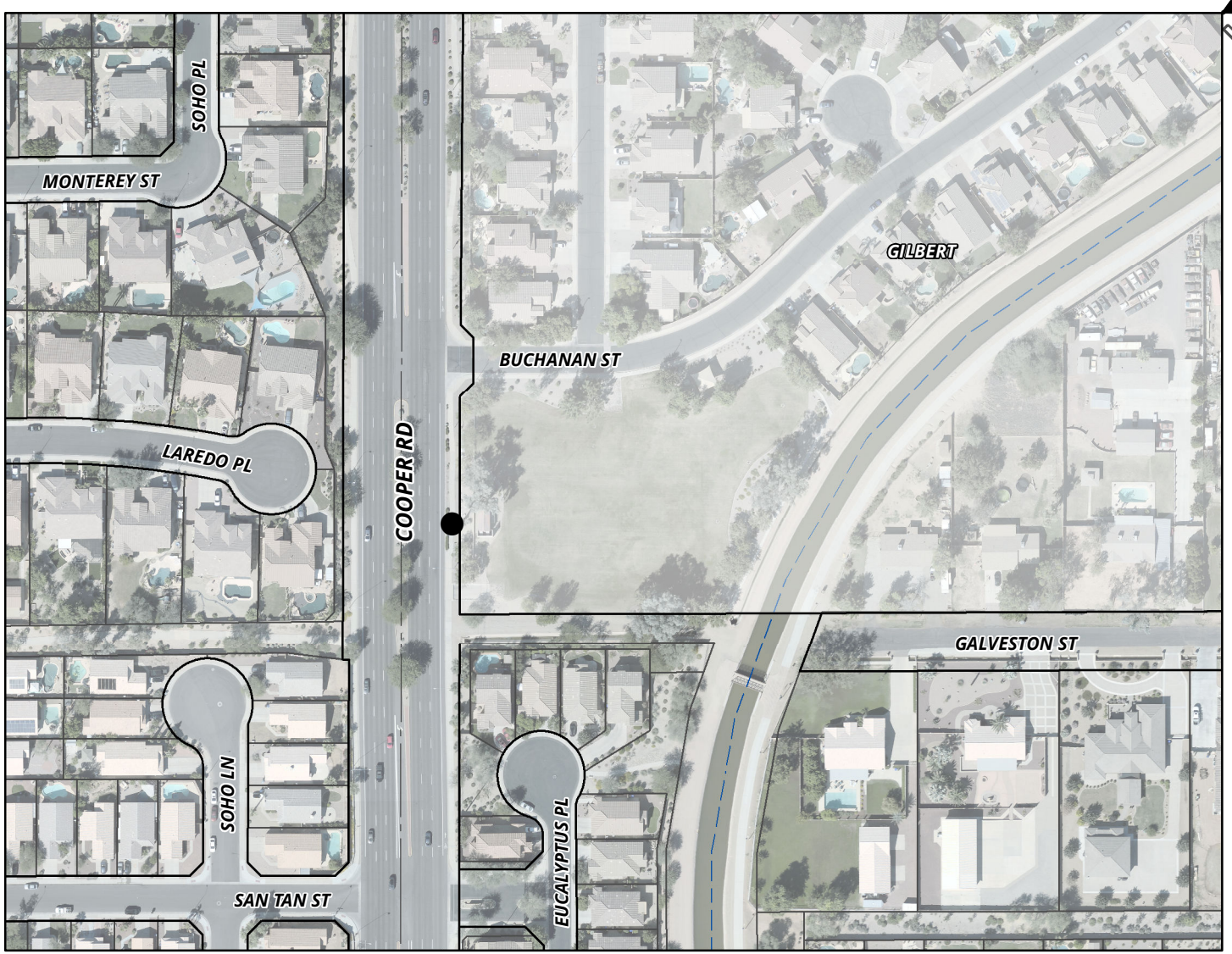
By: _____
Its: Development Services Director or Designee

APRROVE AS TO FORM:
_____
City Attorney

CHANDLER arizona

PHO RUBENSTEIN IN ROW
RESOLUTION NO. 5435





MEMO NO. DS21-102

EXISTING SITE LOCATION

OUTSIDE CITY LIMITS

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Development Services\DS21-102 PHO RUBENSTEIN IN ROW\DS21-102.mxd 1/13/2021 MARICELAH

Existing Site - Looking East

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS21-104

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
Derek D. Horn, Development Services Director
From: Dana Alvidrez, City Traffic Engineer
Subject: REACT Loop 101 Integrated Corridor Management Pilot Intergovernmental Agreement (IGA)

Proposed Motion:

Move City Council pass and adopt Resolution No. 5436 authorizing an Intergovernmental Agreement (IGA) between Maricopa County and the City of Chandler regarding the Regional Emergency Action Coordinating Team (REACT) Integrated Corridor Management (ICM) Pilot Project for the Loop 101 Price Freeway.

Background/Discussion:

This Intergovernmental Agreement (IGA) would allow Maricopa County's REACT Team to respond to events on or near the Loop 101 Price Freeway. This effort is part of a region-wide pilot project for integrated corridor management (ICM) intended to ensure efficient and timely response to these incidents that have large, area-wide traffic impacts.

During events that require the closure of at least two hours of the Loop 101 freeway or a freeway ramp, forcing traffic to divert onto adjacent arterial roadways, REACT coordinates with state and local public safety and the City's Traffic Management Center (TMC) staff to establish detour routes and support diversion of traffic onto these routes and back on the freeway upstream of the closure. This resource will benefit the City and its residents by improving the safety and security at incident scenes and minimizing congestion affecting the traveling public.

The City's main role in this project will be to work with Maricopa County's Department of Transportation (MCDOT) to develop preapproved detour routes for major incidents on Loop 101. The City is also agreeing to allow REACT teams in the City's right-of-way and assigning two main contacts (one from the Police Department and one from the TMC) to act as liaisons with REACT.

This agreement represents a three-year pilot project funded entirely with federal Congestion Mitigation and Air Quality (CMAQ) funds (no local funds are required). The IGA is scheduled to be voted on by the Maricopa County Board of Supervisors on February 24, 2021.

Financial Implications:

N/A

Attachments

REACT Agreement
Resolution No. 5436

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INTERGOVERNMENTAL AGREEMENT

BETWEEN MARICOPA COUNTY AND

THE CITY OF CHANDLER

REACT INTEGRATED CORRIDOR MANAGEMENT (ICM) PILOT

(TE067)

MAG #: MMA21-810

Fed Aid #: XXX

CFDA #: XXX

TRACS #: XXX

(C-64-21- _____ -X-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Chandler an Arizona municipal corporation (**City**). The County and the City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to A.R.S. Section 11-251 and Sections 28-6701 *et. seq.*, to lay out, maintain, control and manage public roads within the County.

2. Public agencies are authorized, pursuant to A.R.S. Section 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

3. The City is authorized, pursuant to A.R.S. Section 9-240 and Sections 9-276 *et. seq.*, to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. The Pilot for Arterial Traffic Incident Management Program for Integrated Corridor Management (**ICM**), referred herein as the **Project**, will support the expansion of the Maricopa County Department of Transportation (**MCDOT**) Regional Emergency Action Coordinating Team (**REACT**) to support ICM along the entire Loop 101(L101) corridor that runs through the cities of Phoenix, Glendale, Peoria, Scottsdale, Tempe, Mesa, and Chandler.

5. REACT provides emergency arterial incident management support for partnering agencies when an incident requires a closure of a roadway for at least two hours. REACT also coordinates with the Arizona Department of Transportation (**ADOT**) Incident Response Unit (**IRU**), which is ADOT's freeway incident response team and the Arizona Department of Public Service (AZDPS), to support arterial traffic management during events that require closure of a freeway or freeway ramp (**Project**).

PURPOSE OF THE AGREEMENT

6. The purposes of this Agreement are to identify the roles and responsibilities of the Parties with respect to the Project.

TERMS OF THE AGREEMENT

7. **The Parties will:**

7.1 Proceed in a manner consistent with the provisions set forth within this Agreement.

7.2 Assign staff who will be responsible to develop, coordinate, monitor and evaluate the joint effort to provide emergency traffic incident management that establishes preapproved detour routes for major incidents on the L101.

7.3 Carry out the Parties' cooperative efforts under this Agreement in a manner consistent with REACT operations including, but not limited to:

i. The provision of any REACT service identified in this Agreement will be contingent upon the availability of REACT responder staff. REACT staff will endeavor to respond to 75% of calls for service as resources permit.

ii. To provide support for Emergency Traffic Incident Management through REACT response when requested to support ICM applications.

iii. Provide ICM and incident management support along identified alternate routes. Other response requests will not be supported by REACT.

iv. Adopt standard operation procedures following the Unified Command and National Incident Management Systems (NIMS) structure of command for the management of incidents.

v. Participate in multi-jurisdictional drills and exercises, table tops, on-scene and off-scene training programs, pre-incident planning, post-incident critiques (debriefs) and other activities to enhance safe and effective emergency operations and mutual aid when practical and feasible to do so at the respective Party's own cost.

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vi. Follow the requirements, guidelines and processes for traffic incident management consistent with the MUTCD and ICM Operations Plan and develop a REACT ICM Operations Handbook consistent with ICM Operations Plan.

vii. Annually re-evaluate the REACT operations to ensure the response meets ICM operation goals, and determine if additional services are needed/required.

8. **The County will:**

8.1 Receive and administer the project federal-aid funding during the duration of the Project.

8.2 Utilize the funding attributable to service in the City to procure equipment and supplies and, if needed, recruit additional responders whose primary responsibility will be to support emergency traffic management in the City.

8.3 Retain ownership of the equipment and supplies acquired with the funding.

8.4 Develop a REACT ICM Operation Handbook in accordance with the Loop 101 Mobility Project ICM Operations Plan. The Handbook will document REACT Operational Parameters that will outline the specific roles and responsibilities involved in the pilot project implementation. These will include:

i. Operational Concept

ii. Corridors by agency

iii. Communication protocol

iv. Staff, equipment and technology resources required.

8.5 Provide traffic incident management services to the City in accordance with REACT ICM Operations Handbook for the duration of the Project that establish preapproved detour routes for major incidents on L101.

8.6 Monitor and document emergency traffic management services provided to the City and provide the data to the City on a quarterly basis or other time period mutually agreed to by the Parties.

8.7 Provide online and in-person training on TIM and ICM that includes ATSSA Traffic control Technician, National Incident Management Training (NIMS) courses ICS 100 Introduction to Incident Command, ICS 200 ICS for Single Resource and Initial Action Incidents, IS 700 National Incident Management System Develop REACT.

8.8 Administer, through MCDOT, the Project development through a staff Project Manager with REACT administration experience. The deployment of this Project will be done in coordination with the deployment of the Loop 101 Mobility Project, which involves an overlapping group of stakeholders who will be developing ICM plans and supporting the procurement, testing, and deployment of other equipment, systems, and processes for ICM on the Loop 101 that relate to the Project.

8.9 Issue invoices to the City for the procurement, development, and deployment of the Project as milestones and deliverables, as set forth in the approved Design Concept Report (**DCR**), are completed.

9. **The City will:**

9.1 Assign staff who will be responsible to develop, coordinate, monitor and evaluate the joint effort to provide emergency traffic incident management that establishes preapproved detour routes for major incidents on L101.

9.2 Allow MCDOT REACT responses within the City's right of way.

9.3 Provide operational support in accordance with the L101 Mobility Project Operational Plan.

9.4 Assign a member of its police department in the rank of traffic sergeant or sitting lieutenant and a member of the Traffic Management Center to act as liaison with the REACT Incident Management Specialist.

9.5 Pay the City's pro rata share of the reasonable Project costs within 60 calendar days of the City's receipt of an invoice from the County.

GENERAL TERMS AND CONDITIONS

10. To the extent permitted by law, each Party will indemnify, defend, and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all loss, expense, damage, or claim of any nature whatsoever, which is caused by any activity, condition, or event arising out of the negligent or willful act, error, or omission by the indemnifying Party under this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses, and damages of any nature for or on account of any injuries, or death of persons, or damages to, or destruction of property arising out of or in any way connected with this Agreement, except such injury or damage that is caused or contributed to by the negligent or willful act, error, or omission of the other Party. The damages, which are the subject of this indemnity, shall include but are not limited

to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials, or agents. In the event of an action, the damages, which are the subject of this indemnity, shall include costs, expenses of litigation, and reasonable attorney's fees.

11. This Agreement is effective as of the date it is approved by the Parties' governing bodies (Effective Date) and remain in full force and effect until the first to occur of the following: (i) all stipulations, responsibilities, and conditions under this Agreement have been satisfied; or (ii) five years from the Effective Date. This Agreement may be amended upon written agreement by the Parties.

12. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.

13. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:

    13.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project must warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and must keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.

    13.2 Any breach of the warranty will be deemed a material breach of this Agreement of which breaching party may be liable for penalties including termination of this Agreement.

    13.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor complies with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.

    13.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

14. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of $1,000,000, must certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15. Each Party to this Agreement warrants that neither it nor any contractor or

vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.

16. Each of the following constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions, or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but will not be required to, exercise any remedies now or hereafter available to it at law or in equity.

17. All notices required under this Agreement to be given in writing shall be sent to:

County:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City:

City of Chandler
City Manager
175 S Arizona Avenue
Chandler, Arizona 85225

All notices required or permitted by this Agreement or applicable law must be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and will be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, will be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by

regular mail, the notice will be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery will be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

18. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.

19. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.

20. This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective successors and assignees. Neither Party may assign its interest in this Agreement without the prior written consent of the other Party.

21. This Agreement and all exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions, and understandings related to the Project between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties related to the Project, other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto.

22. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

23. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

24. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision is found invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but will not invalidate the remainder of such provision or the remaining provisions.

25. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties set forth in this Agreement or in any certificate or

instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

26. Nothing contained in this Agreement creates any partnership, joint venture, or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity may have any right or cause of action under this Agreement.

27. Section or other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

28. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.

29. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.

30. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

31. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
Jennifer Toth 1/6/2021
69E6452A6BB0459...
Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
Chad McBride 1/12/2021
9B0782D9F1CF48E...
Deputy County Attorney Date

DocuSign Envelope ID: 549E1EF0-478C-4F53-AD48-4FB3E33C63C7

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY OF CHANDLER

Recommended by:

_____

City Manager Date

Approved and Accepted by:

_____

Mayor Date

Attest by:

_____

Clerk of the Council Date

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

_____

City Attorney Date

RESOLUTION NO. 5436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND CITY OF CHANDLER REGARDING THE REACT INTEGRATED CORRIDOR MANAGMENT PILOT.

WHEREAS, the County of Maricopa is authorized to enter into an Agreement with the City of Chandler, and

WHEREAS, the City of Chandler wishes to enter into the REACT integrated corridor management pilot agreement with Maricopa County.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the Intergovernmental Agreement between the City of Chandler and Maricopa County in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5436 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021 and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

ITEM 5

City Council Memorandum **Development Services Memo No.** 21-009

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
Derek D. Horn, Development Services Director
From: Susan Fiala, Senior Planner
Subject: ANX20-0002 Annexation and Initial City Zoning, South of the Southwest Corner of Gilbert and Ocotillo roads

Request: Annexation of 1.71 acres and Initial City Zoning
Location: South of the southwest corner of Gilbert and Ocotillo roads
Applicant: Randolph Carter, Sketch Architecture Company

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 4962 approving Annexation and Initial City Zoning ANX20-0002, South of the Southwest Corner of Gilbert and Ocotillo roads, as recommended by Planning staff.

Background Data:

- Located south of the southwest corner of Gilbert and Ocotillo roads
- Zoned Rural-43 (RU-43) within Maricopa County
- Approximately 1.71 acres
- Council Public Hearing held on October 15, 2020
- An Area Plan Amendment, Rezoning, and Preliminary Development Plan also are on this City Council Agenda

Surrounding Land Use Data:

North	Unincorporated Maricopa County (Arizona Olympian Gymnastics)	South	Commercial (Dollar Self storage)
East	Gilbert Road, then new CUSD high school (under construction)	West	Canal, then City of Chandler water reclamation facilities

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No change

Southeast Chandler Area Plan	Envisioned Community/Regional Open Space and Recreational Opportunities	Traditional Suburban Character

Utility Service

Existing municipal water service, wastewater service, and reclaimed water are available in Gilbert Road.

Staff Comments

Staff circulated this request among City departments and received no negative comments relative to the property's annexation.

In accordance with Arizona Revised Statutes, the subject site, upon annexation, will be zoned AG-1 within the City of Chandler, which provides for land uses no greater in intensity than those permitted within the RU-43 zoning district of Maricopa County.

A request for Area Plan Amendment, Rezoning and Preliminary Development Plan approval for professional offices and institutional/educational uses (PLH20-0033 and PLH20-0034) accompanies this request as a subsequent item on this Council agenda.

Construction began in November 2020 for improvements to Gilbert Road, from Ocotillo Road to Chandler Heights Road, to narrow the existing median islands in the area to provide three travel lanes in each direction with bike lanes.

Attachments

Ordinance No. 4962

Exhibit A, Annexation Map and Legal Description

ORDINANCE NO. 4962

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 9, CHAPTER 4, ARTICLE 7, BY ANNEXING THERETO TERRITORY LOCATED SOUTH OF THE SOUTHWEST CORNER OF GILBERT AND OCOTILLO ROADS.

WHEREAS, a petition has been presented to the City Council of the City of Chandler signed by the property owners of at least one-half of the value of the real and personal property as would be subject to taxation by the City in the event of annexation and by more than one-half of the property owners within the territory and land hereinafter described as shown by the last assessment of said property, asking that the property be annexed to the City of Chandler; and

WHEREAS, the territory proposed for annexation is contiguous to the City of Chandler and not now embraced within its limits; and

WHEREAS, a blank petition was filed on September 21, 2020, with the Maricopa County Recorder, the 30-day waiting period ended on October 20, 2020, a Public Hearing was held on October 15, 2020, after proper notice was given, and the petition was circulated thereafter and signed; and,

WHEREAS, the City Council desires to comply with the petition and extend the corporate limits of the City to include the proposed territory; and,

WHEREAS, the petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed by the City and had attached thereto at all times an accurate map of the territory proposed to be annexed; and,

WHEREAS, no additions or alterations increasing or decreasing the territory sought to be annexed have been made after the petition had been signed by any owner of real and/or personal property in the territory; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the Office of the City Clerk, together with the original petition; and

WHEREAS, the City may elect to provide regular fire department services to a newly annexed area under A.R.S. § 48-813(A).

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the following described territory is annexed to the City of Chandler and that the present corporate limits are extended and increased to include the following described territory contiguous to the present City limits:

See Attached Exhibit 'A' Annexation Map and Legal Description

Section 2. Pursuant to A.R.S. § 48-813(A), the City will provide fire department services to the property depicted in Exhibit A as is generally provided to other residents within the city. The services shall take effect on the first day of July following the date on which this annexation becomes final as set forth in Section 6 below, without further action by the City Council.

Section 3. The existing zoning of the territory annexed is Rural-43 (RU-43) in Maricopa County, and the territory upon annexation is hereby zoned Agricultural (AG-1) District within the City of Chandler, which provides for densities and uses no greater than those permitted within the RU-43 District of Maricopa County.

Section 4. The Clerk is hereby instructed to file and record a copy of this Ordinance, together with an accurate map of the annexed territory, certified by the Mayor, in the Office of the County Recorder of Maricopa County, Arizona.

Section 5. The Development Services Department of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of the Zoning Code in compliance with this ordinance.

Section 6. This ordinance shall take effect, and the annexation of the subject property shall become final, 30 days after this Ordinance is adopted.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this _____ day of _____, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

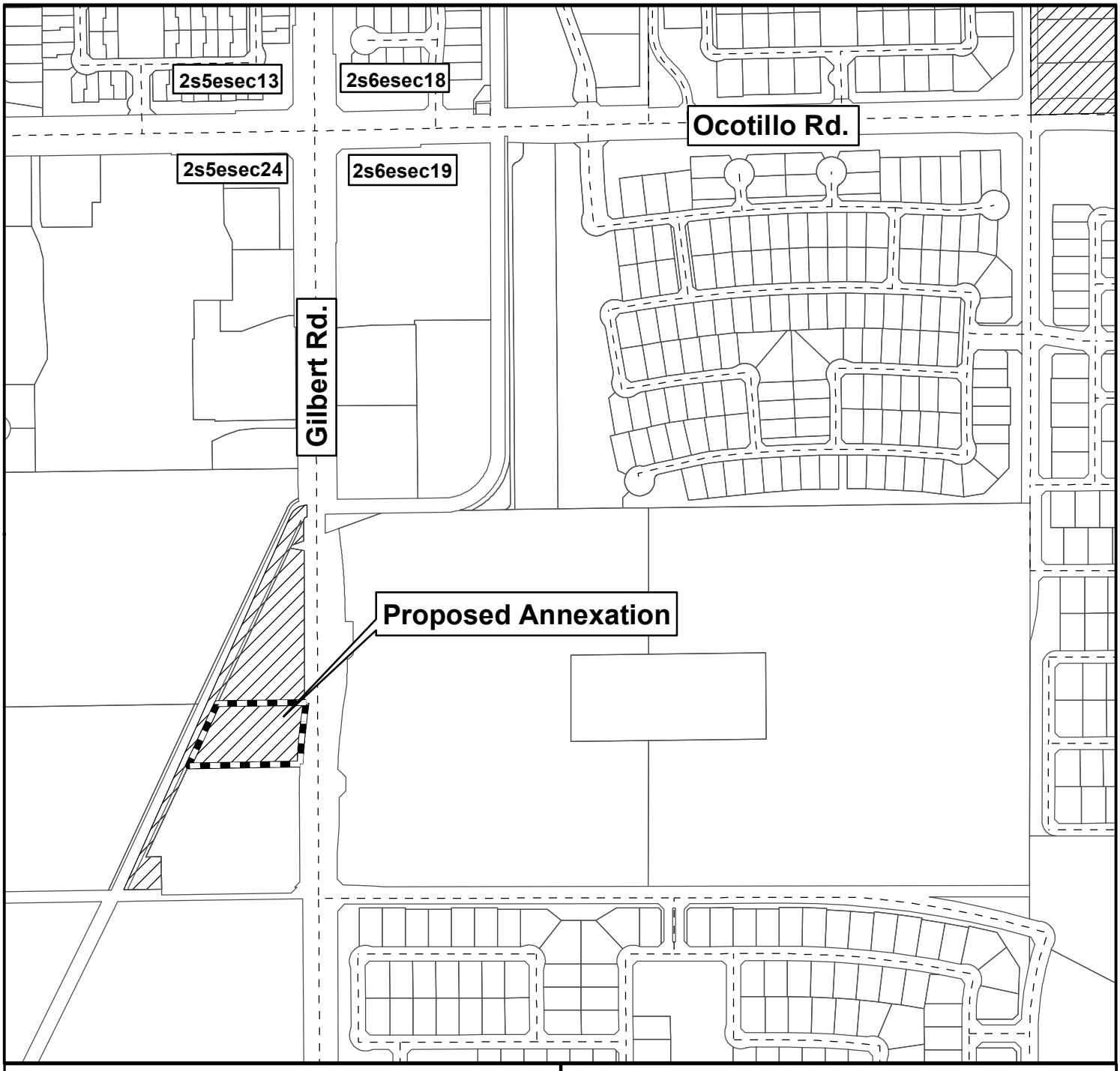
I HEREBY CERTIFY that the above and foregoing Ordinance No. 4962 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021, and that a quorum was present thereat.

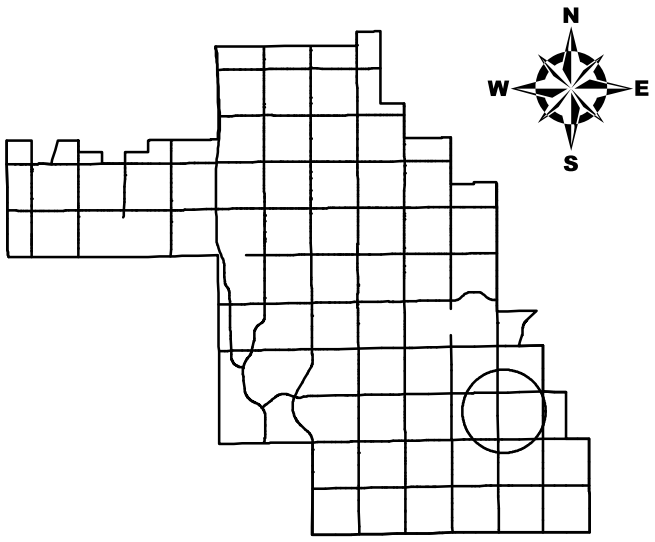
_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:





City of Chandler 1/19/2021

Annexation Map

Ordinance No. 4962

Proposed Annexation

South of the Southwest Corner
of Gilbert and Ocotillo roads

Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000
Feet

Exhibit A

ANNEXATION EXHIBIT 'A'

'Metes & Bounds' Legal Description

August 24, 2020 Proj. No. 200300

That portion of the South half of the Southeast quarter of the Northeast quarter of Section 24, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 24;

Thence North 00 degrees 01 minutes 31 seconds West 447.97 feet along the East line of said Section 24;

Thence South 89 degrees 26 minutes 25 seconds West 62.38 feet parallel to the North line of said South half of the Southeast quarter of the Northeast quarter to a found rebar on the West right-of-way line of Gilbert Road, said point being the POINT OF BEGINNING;

Thence South 89 degrees 26 minutes 25 seconds West 390.12 feet to a point 10.00 feet Southeast, as measured at right angles, to the East right-of-way line of the Eastern Canal, as described in instrument recorded in Book 191 of Deeds, page 386, records of Maricopa County, Arizona;

Thence North 25 degrees 31 minutes 04 seconds East 238.24 feet parallel to and 10.00 feet Southeast of the East right-of-way line of said Eastern Canal;

Thence North 89 degrees 26 minutes 25 seconds East 308.82 feet along the North line of said South half of the Southeast quarter of the Northeast quarter to a set rebar on the West right-of-way line of said Gilbert Road;

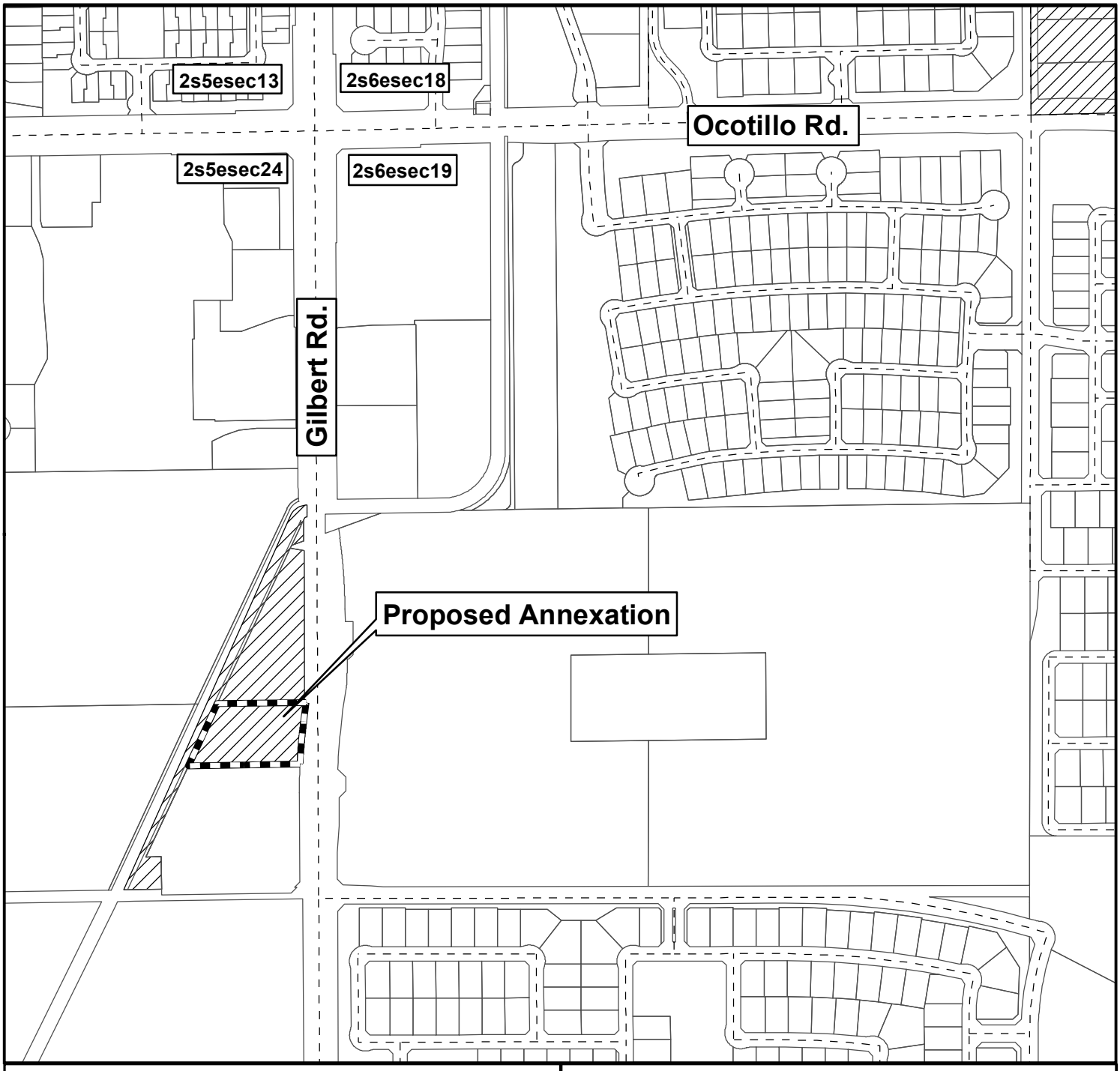
Thence Southwesterly 65.40 feet along a 1735.00 foot radius curve, concave Southeasterly and having a chord bearing of South 6 degrees 32 minutes 24 seconds West and chord length of 65.39 feet, and along the West right-of-way line of said Gilbert road to a set rebar at a Point of Compound Curvature;

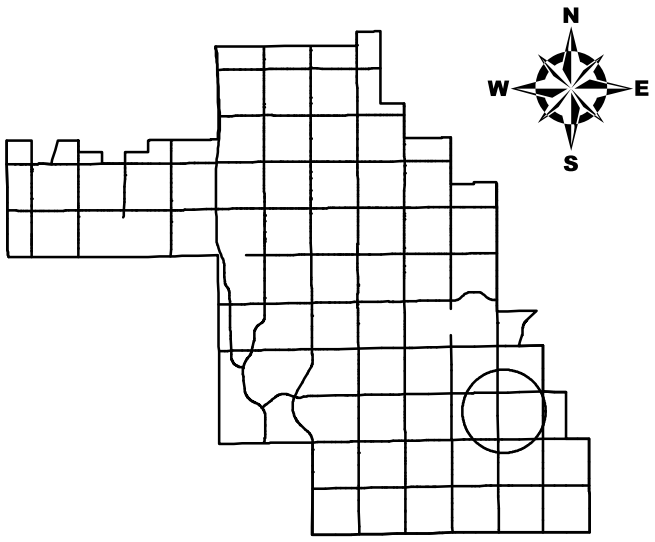
Thence Southwesterly 149.92 feet along a 1865.00 foot radius curve, concave Southeasterly and having a chord bearing of South 5 degrees 19 minutes 01 seconds West and chord length of 149.88 feet, and along the West right-of-way line of said Gilbert road to the POINT OF BEGINNING;

Above described parcel contains 1.711 Acres (74,538 square feet) more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
25403
WILLIAM H.
STANDAGE
8/24/20
Date Signed
ARIZONA, U.S.A.

409 S. EL DORADO ▪ MESA, ARIZONA 85202 ▪ P (480) 892-8090
engineering@standageeng.com





City of Chandler 1/19/2021

Annexation Map

Ordinance No. 4962

Proposed Annexation

South of the Southwest Corner
of Gilbert and Ocotillo roads

Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000
Feet

Exhibit A

ANNEXATION EXHIBIT 'A'

'Metes & Bounds' Legal Description

August 24, 2020 Proj. No. 200300

That portion of the South half of the Southeast quarter of the Northeast quarter of Section 24, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 24;

Thence North 00 degrees 01 minutes 31 seconds West 447.97 feet along the East line of said Section 24;

Thence South 89 degrees 26 minutes 25 seconds West 62.38 feet parallel to the North line of said South half of the Southeast quarter of the Northeast quarter to a found rebar on the West right-of-way line of Gilbert Road, said point being the POINT OF BEGINNING;

Thence South 89 degrees 26 minutes 25 seconds West 390.12 feet to a point 10.00 feet Southeast, as measured at right angles, to the East right-of-way line of the Eastern Canal, as described in instrument recorded in Book 191 of Deeds, page 386, records of Maricopa County, Arizona;

Thence North 25 degrees 31 minutes 04 seconds East 238.24 feet parallel to and 10.00 feet Southeast of the East right-of-way line of said Eastern Canal;

Thence North 89 degrees 26 minutes 25 seconds East 308.82 feet along the North line of said South half of the Southeast quarter of the Northeast quarter to a set rebar on the West right-of-way line of said Gilbert Road;

Thence Southwesterly 65.40 feet along a 1735.00 foot radius curve, concave Southeasterly and having a chord bearing of South 6 degrees 32 minutes 24 seconds West and chord length of 65.39 feet, and along the West right-of-way line of said Gilbert road to a set rebar at a Point of Compound Curvature;

Thence Southwesterly 149.92 feet along a 1865.00 foot radius curve, concave Southeasterly and having a chord bearing of South 5 degrees 19 minutes 01 seconds West and chord length of 149.88 feet, and along the West right-of-way line of said Gilbert road to the POINT OF BEGINNING;

Above described parcel contains 1.711 Acres (74,538 square feet) more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
25403
WILLIAM H.
STANDAGE
8/24/20
Date Signed
ARIZONA, U.S.A.

409 S. EL DORADO ▪ MESA, ARIZONA 85202 ▪ P (480) 892-8090
engineering@standageeng.com

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-010

Date:	February 8, 2021
To:	Mayor and Council
Thru:	Marsha Reed, City Manager Joshua H. Wright, Assistant City Manager Derek D. Horn, Development Services Director
From:	Susan Fiala, Senior Planner
Subject:	PLH20-0033, PLH20-0034 Chandler La Paglia High School Seminary and Professional Offices
Request:	Area Plan Amendment to the Southeast Chandler Area Plan from Envisioned Community/Regional Open Space and Recreational Opportunities to Traditional Suburban Character Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for professional offices and institutional/educational uses Preliminary Development Plan
Location:	South of the southwest corner of Gilbert and Ocotillo roads
Applicant:	Randolph Carter, Sketch Architecture Company

Proposed Motion:

Area Plan

Move City Council approve Resolution No. 5437 Southeast Chandler Area Plan amendment, PLH20-0033, located south of the southwest corner of Gilbert and Ocotillo roads, as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 4960 approving PLH20-0034 La Paglia High School Seminary and Professional Offices, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for professional offices and institutional/educational uses located south of the southwest corner of Gilbert and Ocotillo roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH20-0034 La Paglia High School Seminary and Professional Offices, for professional offices and institutional/educational uses located south of the southwest corner of Gilbert and Ocotillo roads, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Site is approximately 1.7 net acres.
- Annexation request is scheduled for the February 11, 2021, City Council meeting to request Initial City zoning of Agricultural District (AG-1). Annexation public hearing held on October 15, 2020.
- Site is currently vacant.

Surrounding Land Use Data:

North	Commercial (Unincorporated - Arizona Olympian Gymnastics)	South	Commercial (Dollar Self Storage)
East	Gilbert Rd. then new Chandler Unified School District high school	West	RWCD Canal

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change
Southeast Chandler Area Plan	Envisioned Community/Regional Open Space and Recreational Opportunities	Traditional Suburban Character

Proposed Development

Seminary	
Building Area	3,681 sq. ft. (+ 1,329 sq. ft. future expansion) Total of 5,010 sq. ft.
Building Height (max.)	22 ft.
Parking Required	25 spaces total (includes future expansion)
Parking Provided	27 spaces total
Future commercial offices/medical offices	
Building Area	6,336 sq. ft.
Building Height (max.)	30 ft.
Parking Required	43 additional spaces (1 space per 150 sq. ft.)
Parking Provided	70 total shared spaces

Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan designation of Neighborhoods and the amendment to the Southeast Chandler Area Plan (SECAP). The Envisioned Community/Regional Open Space and Recreational Opportunities land use designation was identified at a time when the City owned property along the RWCD canal; however, the City property was sold and a regional open space and recreational area is no longer planned. A Traditional Suburban Character land use allows single story buildings along arterial streets, including for commercial and institutional/educational developments.

The request for rezoning to PAD provides for a limited list of permitted land uses which include the seminary (institutional/educational), general office, professional office, which generate low-traffic including but not limited to insurance, counseling, assisted living, real estate and title companies. Prohibited uses include medical and dental offices, retail of any kind, call centers, cleaners, barbers, personal services, animal boarding and similar businesses.

The site layout and building architecture is in conformance with the SECAP design guidelines for commercial/non-residential land uses. Architectural design of the future professional office building requires a new PDP application to evaluate building architecture. Signage for the future phase may require a PDP if the development prefers to modify the requirements of the Sign Code for PAD zoned properties. The seminary proposes one wall-mounted sign.

Staff finds the proposal to be consistent with the goals of the General Plan and the SECAP, as

amended, and recommends approval subject to conditions.

Traffic Analysis

Gilbert Road is currently undergoing improvements from Ocotillo to Chandler Heights roads. Improvements consist of re-striping, narrowing medians to allow for three lanes in the northbound and southbound direction, and modifications to the medians for turning movements. Traffic signals are proposed at two locations including the intersections of Gilbert and Brooks Farm road and the alignment of the existing driveway of the Olympian Gymnastics with the new entrance to the new high school. Pedestrian crossings will be designated at both traffic signals. The applicant states that the students will be transported by shuttle between the new high school and the new seminary.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A Neighborhood Meeting sign was posted on the property.
- A virtual neighborhood meeting was held on December 3, 2020. Three residents attended virtually to obtain project information. No questions were asked. No opposition to request was stated. An attendee commented the project is a nice fit.
- As of writing this memo, Planning staff is not aware of opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting January 20, 2021.
Motion to Approve.

In Favor: 7 Opposed: 0

Commission discussed the proposed permitted land uses and recommended that medical and dental office uses be prohibited uses due to traffic and circulation patterns both on site and off site. Stipulations No. 2 and No. 3 are revised to address Commission's direction.

Recommended Conditions of Approval

Rezoning
Planning and Zoning Commission recommends the City Council approve rezoning from Agricultural District (AG-1) to PAD for professional offices and institutional/educational uses, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled “Chandler La Paglia High School Seminary and Professional Offices” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0034, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. The following uses shall be permitted:

   Institutional uses including church, seminary, nursing home, and educational entity.
   Commercial Office uses including general office, professional office, insurance, counseling, real estate and title companies.
   Other similar institutional and/or office uses not listed here may be permitted upon determination by the Planning Administrator that it will not generate a greater or more intense traffic impact on the area.

3. The following uses shall be prohibited: medical and dental offices, retail, call centers, dry cleaners, personal services (e.g., barber, nail and beauty salons, tattoo, day spa), animal daycare and boarding, bakery, bars, drive-through and restaurants.
4. Completion of the construction of all required off-site street improvements including but not limited

to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
6. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a City of Chandler water facility/recharge ponds that may cause adverse noise, odors, and other externalities. The “Public Subdivision Report”, “Purchase Contracts”, CC&R’s, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a wastewater treatment facility, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

Preliminary Development Plan
Planning and Zoning Commission recommends the City Council approve the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled “Chandler La Paglia High School Seminary and Professional Offices” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0034, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. A separate Preliminary Development Plan approval shall be required for the future building (Phase 2).
3. The site shall be maintained in a clean and orderly manner.
4. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
5. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
6. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.
7. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.
8. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Attachments

Resolution No. 5437
Ordinance No. 4960
Vicinity Maps
Development Booklet, Attachment A

RESOLUTION NO. 5437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AMENDMENT TO THE "SOUTHEAST CHANDLER AREA PLAN" FROM ENVISIONED COMMUNITY/ REGIONAL OPEN SPACE AND RECREATIONAL OPPORTUNITIES TO TRADITIONAL SUBURBAN CHARACTER, ON PROPERTY LOCATED SOUTH OF THE SOUTHWEST CORNER OF GILBERT AND OCOTILLO ROADS.

WHEREAS, the property owner is seeking approval of a rezoning request, pending approval of an Area Plan amendment, for a particular development proposal located south of the southwest corner of Gilbert and Ocotillo roads; and

WHEREAS, the Chandler General Plan adopted by the City Council on August 30, 2016, encourages the preparation of neighborhood plans/Area Plans that address distinct characteristics and support unique land use planning for each area; and

WHEREAS, an existing area plan, the "Southeast Chandler Area Plan," has been adopted for the area bounded by Arizona Avenue, Val Vista Drive, Ocotillo Road, and Hunt Highway; and

WHEREAS, the applicant prepared this amendment to the existing Southeast Chandler Area Plan; and

WHEREAS, such an amendment, covering a portion of the adopted Area Plan including a map, has been prepared by the applicant for consideration by the City Council after having received public input from the Planning and Zoning Commission and property owners at a previous public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona as follows:

Section 1. That the attached amended map exhibit, "Chandler La Paglia High School Seminary and Professional Offices - Area Plan Amendment – PLH20-0034" is hereby adopted as the guideline for future rezoning and development for the area described within it.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No, 5437 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the _____ day of _____, 2021, and that a quorum was present thereat.

_____

CITY CLERK

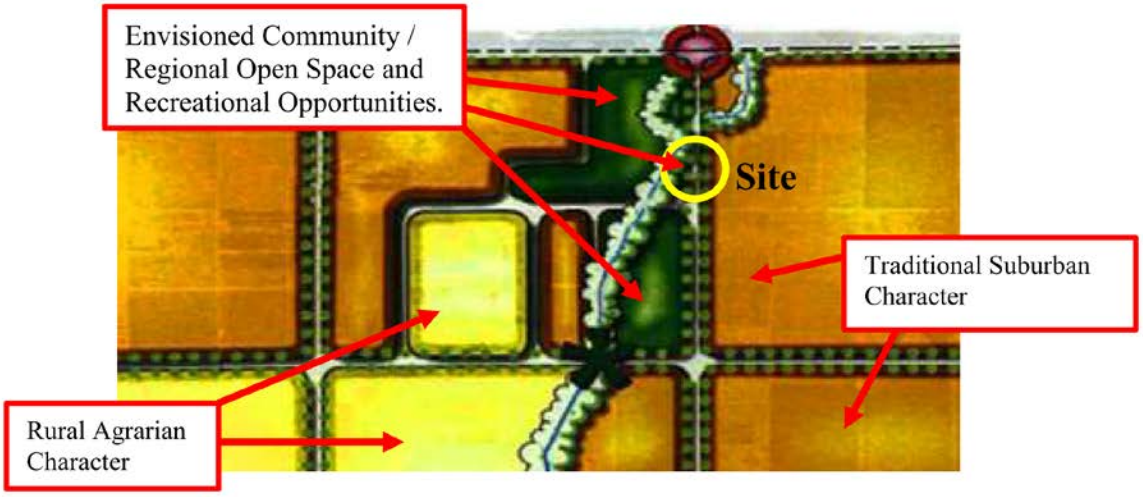
APPROVED AS TO FORM:

_____

CITY ATTORNEY TA

Chandler La Paglia High School Seminary and Professional Offices –
AREA PLAN AMENDMENT – PLH20-0034

Current Area Plan:



Existing Land Use:

Envisioned Community /Regional Open Space and Recreational Opportunities

Proposed Land Use:

Traditional Suburban Character

ORDINANCE NO. 4960

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING PARCELS FROM AGRICULTURAL DISTRICT (AG-1) TO PLANNED AREA DEVELOPMENT (PAD) FOR PROFESSIONAL OFFICES AND INSTITUTIONAL/EDUCATIONAL USES AS REPRESENTED IN CASE PLH20-0034 (CHANDLER LA PAGLIA HIGH SCHOOL SEMINARY AND PROFESSIONAL OFFICES) LOCATED SOUTH OF THE SOUTHWEST CORNER OF GILBERT AND OCOTILLO ROADS WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, the application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days' notice of time, place and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to said public hearing; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Legal Description of Property:
As described in EXHIBIT 'A'

Said property is hereby rezoned from Agricultural District (AG-1) to Planned Area Development (PAD) for Professional Offices and Institutional/Educational Uses, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Chandler La Paglia High School Seminary and Professional Offices" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0034, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The following uses shall be permitted:

   Institutional uses including church, seminary, nursing home, and educational entity.

   Commercial Office uses including general office, professional office, medical office, dental, insurance, counseling, real estate and title companies.

   Other similar institutional and/or office uses not listed here may be permitted upon determination by the Planning Administrator that it will not generate a greater or more intense traffic impact on the area.

3. The following uses shall be prohibited: retail, call centers, dry cleaners, personal services (e.g., barber, nail and beauty salons, tattoo, day spa), animal daycare and boarding, bakery, bars, drive-through and restaurants.

4. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

6. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a City of Chandler water facility/recharge ponds that may cause adverse noise, odors, and other externalities. The “Public Subdivision Report”, “Purchase Contracts”, CC&R’s, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a wastewater treatment facility, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4960 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published

EXHIBIT 'A'
Legal Description

That portion of the South half of the Southeast quarter of the Northeast quarter of Section 24, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 24;

Thence North 00 degrees 01 minutes 31 seconds West 447.97 feet along the East line of said Section 24;

Thence South 89 degrees 26 minutes 25 seconds West 62.38 feet parallel to the North line of said South half of the Southeast quarter of the Northeast quarter to a found rebar on the West right-of-way line of Gilbert Road, said point being the POINT OF BEGINNING;

Thence South 89 degrees 26 minutes 25 seconds West 390.12 feet to a point 10.00 feet Southeast, as measured at right angles, to the East right-of-way line of the Eastern Canal, as described in instrument recorded in Book 191 of Deeds, page 386, records of Maricopa County, Arizona;

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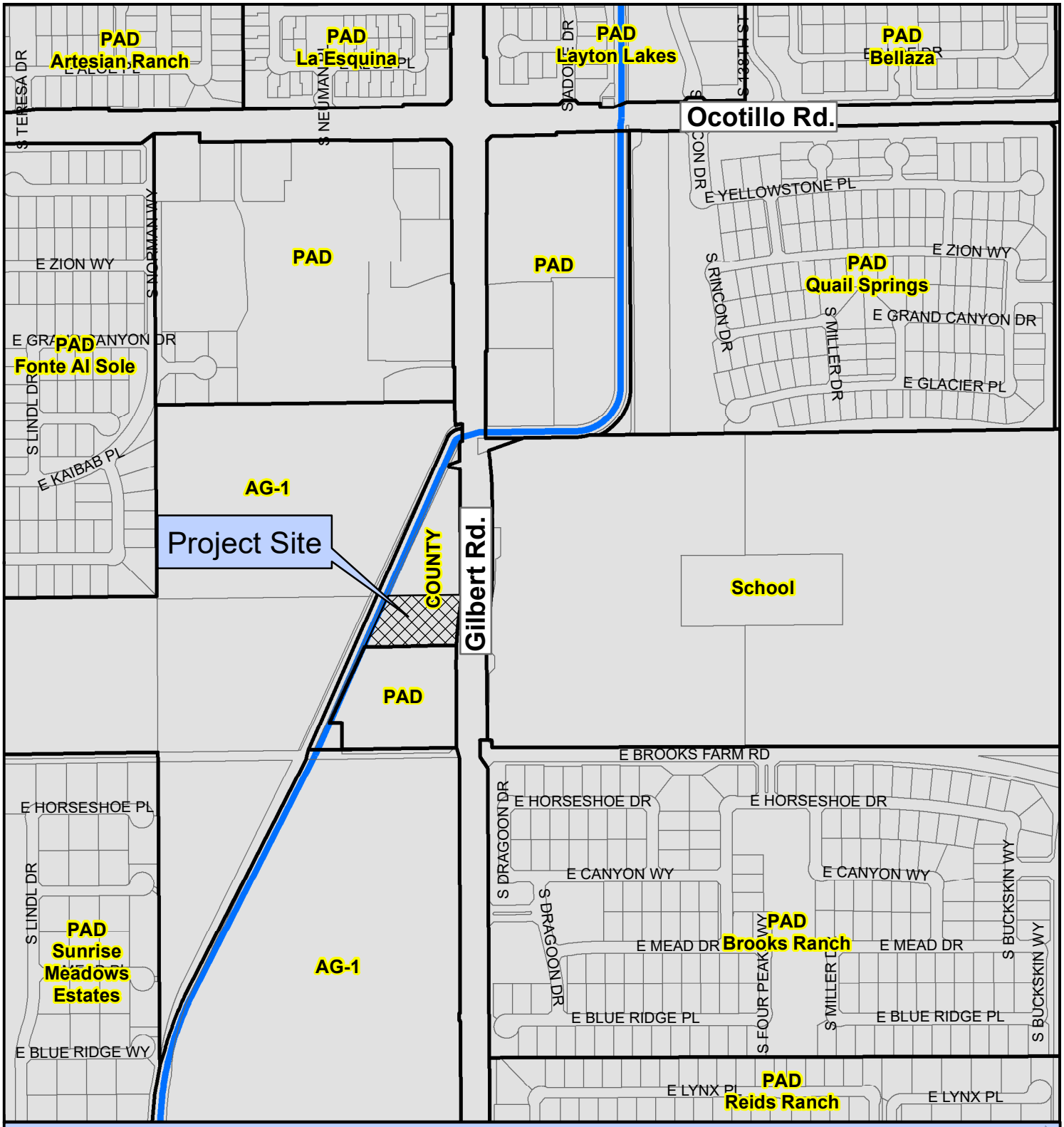
Above described parcel contains 1.711 Acres (74,538 square feet) more or less.

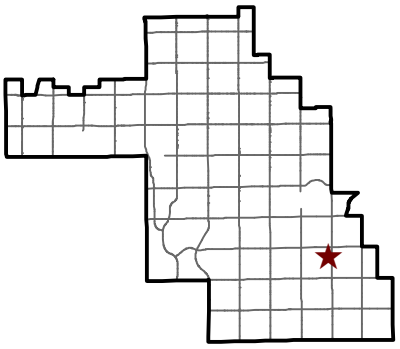
409 S. El Dorado ▪ Mesa, Arizona 85202 ▪ P (480) 892-8090
engineering@standageeng.com



PLH20-0033/PLH20-0034 La Paglia High School Seminary and Professional Offices

Proposed Project Details

AREA PLAN AMENDMENT/REZONE/PDP
1.7 Acres
Professional Offices and Institutional/Educational Uses



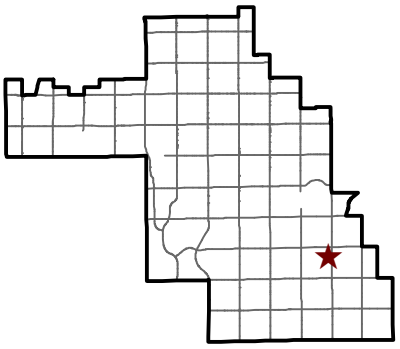
Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

PLH20-0033/PLH20-0034 La Paglia High School Seminary and Professional Offices

Proposed Project Details

AREA PLAN AMENDMENT/REZONE/PDP
1.7 Acres
Professional Offices and Institutional/Educational Uses



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Narrative
Area Plan Amendment
Rezoning and
Preliminary Development Plan

Gilbert Road - 2100’ South of Ocotillo West Side

PLH20-0033 & PLH20-0034

Chandler La Paglia High School Seminary and Professional Offices

Sketch
Architecture Company

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Introduction:

Our request is annexation into City of Chandler and change the zoning from RU-43 (Maricopa Co. Zoning) to PAD and Preliminary Development Plan approval.

The property (303-44-020M) for the proposed Chandler La Paglia High School Seminary and Professional Offices is located on Gilbert Road approximately 2100' south of Ocotillo Rd. on Gilbert Rd. The project will include a +/- 5,010 sf seminary religious school and +/-6,722 sf professional office building (developed by others) behind the seminary. These offices are intended to be doctors, dentists, counselors, and the like. This is NOT intended for retail use.

The site is vacant and has historically been used for agriculture. It is in Maricopa County; zoned RU-43.

West: Canal and overflow ponds – City of Chandler (AG-1)
North: Privately owned business – Maricopa County (RU-43 Zoning)
East: Gilbert Road and new High School (AG-1)
South: Dollar Self-Storage – City of Chandler (PAD)

Request rezone to a Planned Area Development (PAD): The request is to rezone to Planned Area Development (PAD) for a seminary and professional offices. Other uses will be low traffic generating including, offices, medical, dental, insurance, counseling, assisted living, real estate offices, title companies. Prohibited uses include retail sales (of any kind), call centers, cleaners, barbers/hair and nail salons, animal boarding, and similar uses.

First phase of the project is the seminary building and the development of the .72 acres. It is intended as part of phase one to include perimeter landscaping, wall along the canal, asphalt fire lane, and dust control on the office site. **(See Exhibits B, F, and G)**

Second phase will include the office site development, parking, interior landscaping, lighting, etc. which will be permitted separately. **(See Exhibits C, H, and I)**

Waivers: Phase 2 will require an amendment to the PAD zoning if uses are changed and require more parking than shown on this PAD.

Future Land Use:

The Church of Jesus Christ of Latter-Day Saints is proposing a new seminary building to be built to service the students of the new La Paglia High School and a one acre lot ,behind the seminary, for medical, professional offices, or other similar uses. The back development will be designed and built by others and will require site plan approval if it deviates from this proposal layout. Parcel A (Seminary) = .72 acres and Parcel B (Offices) = .99 acres.

Project Information:

Site Design: The site has been designed with the seminary as the predominate use on this site located facing Gilbert Road with parking and access drive located on the north side of the site. As per the Chandler Southeast Area Plan, the majority of the parking is located behind the seminary building to minimize the intrusion of parking along the streetscape. The parking visible from the street will have 42" high decorative screen walls and enhanced landscaping. **(See Exhibits E and F)**

Seminary Hours of operation: 7am to 5pm M-F (occasionally on Saturday)

Seminary Employees: 5 teachers + 1 administrative assistant

Number of Students: 30 students per Classroom x 3 classrooms (at full build-out) = 90 per hour
90 students per class hour x 6 hours = 540 (at maximum capacity)

Method of Transportation: Students attending seminary classes will walk or be bussed to class by the seminary. No student is permitted to drive to seminary for regular classes. Parent conferences and other occasional meetings may be held during the week.

Parking: The design of the site parking is consistent with the area plan statement: "should not dominate the commercial site in areas adjacent to any street. Parking should be concentrated in areas away from the street, behind front pad buildings…" Joint access, parking, and retention agreements will allow joint used.

Required Parking:		
Seminary Parking (Phase 1):	5,010 sf / 200 sf	= 25 spaces
Medical Office Parking (Phase 2):	6,336 sf / 150 sf	= 43 spaces
Total **Required** Parking:	11,246 sf	68 spaces
Provided Parking:		
Seminary Parking (Phase 1):		28 spaces
Medical Office Parking (Phase 2):		42 spaces
Total **Provided** Parking:		70 spaces

Retention will be located south of the seminary building and will be utilized for on-site retention and the total development will be a combination of underground and traditional site retention.

Refuse and barrel enclosures shall harmonize with the building design and will be split face masonry.

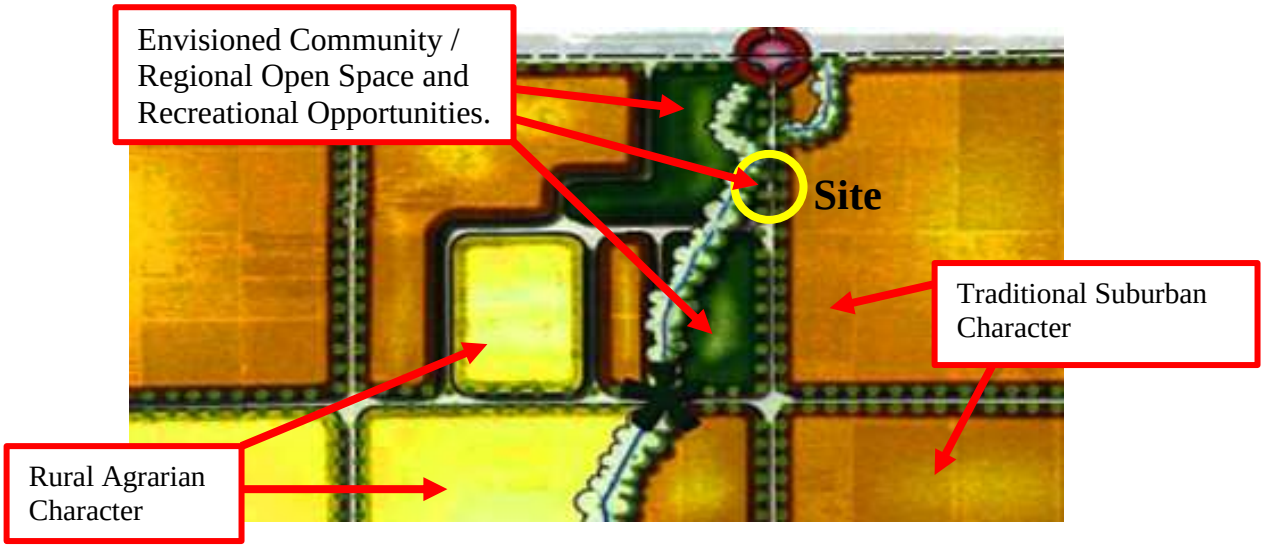
Landscaping has been thoughtfully designed utilizing several existing trees and integrating them into the development. 48 inch and 36 inch box trees along with the relocated existing trees will be used to create a "established" look to the development per Area Plan. **(See Exhibits F, G, H, and I)**

The north property line will require a "dissimilar use" landscape buffer which includes evergreen trees 7'-0" minimum in height and enhanced shrubbery. A six-foot decorative wall will be provided adjacent to the canal (on the west). Existing decorative walls along the north property line and to the south the development has been previously built on the property line.

Land Use Compatibility with the General Plan and the Southeast Chandler Area Plan and submitted area plan Amendment:

Area Plan: Currently the Area Plan designates this area as "Community/Regional Open Space". The adjacent properties have been previously developed into commercial uses with the southern property, Dollar Self Storage, having amended the area plan to "Traditional Suburban Character. "Low profile development should characterize the area – single story buildings along arterial street, including commercial developments, should be encouraged." The proposed development of a seminary building, and a professional office building would be compatible with the character designations of the area plan that is being submitted for amendment. The development, when completed, will create a stepped hierarchy with the seminary in the front along Gilbert Road. With parking located on the north and ample retention/open space to the south, this will create a dimensional view. The road view will be one of a deep low density development consistent with "broad vistas and an open feeling…" as written in the Southeast Chandler Area Plan and consistent with "accomplished through deeper setbacks for new development along roadways" from the same document. The offices have been moved to the very back of the site, creating these opportunities.

Current Area Plan:

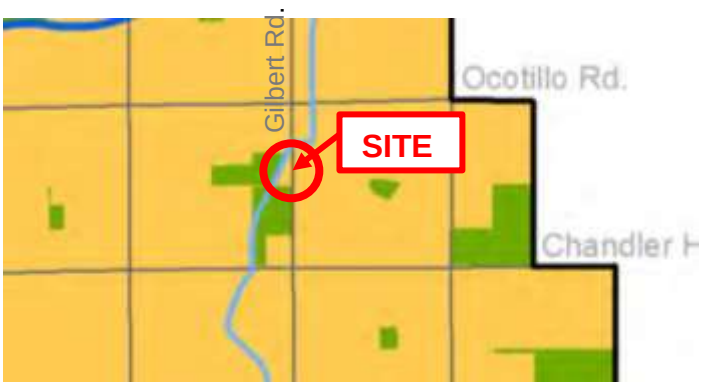


Existing Land Use:

Proposed Land Use:

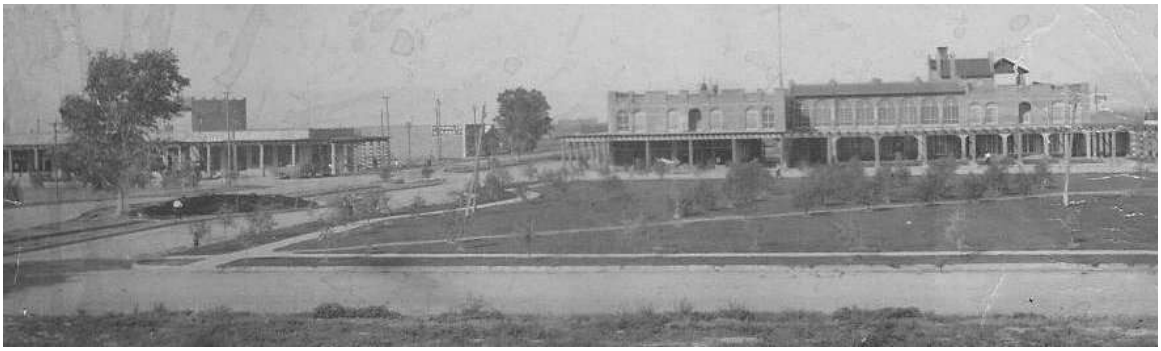
General Plan designation of Neighborhoods: "This category allows a range of residential densities and a variety of non-residential uses such as commercial, institutional, public facilities, and commercial offices based upon location…".

.



The site is compatible with the General Plan and meets the criteria for "Traditional Suburban Character" of the Chandler Southeast Area Plan that is being submitted for amendment. The site is sandwiched between a self-storage to the south and a gymnastic school "Arizona Olympian Gymnastics". To the west are the evaporation ponds. To the east is the new Chandler "La Paglia" High school. These schools represent the essence of the Area Plan. On the practical side, Gilbert Road is a busy arterial and the seminary building and offices will be a low use with the seminary parking for the teachers with no student parking. The medical and/or offices to the west of the seminary (designed by others) will be oriented to uses compatible with education, counseling, and for the most part, student medical needs feeding off the school. No retail will be permitted. These represent very low traffic uses and reflect the suburban feeling of the area. Enhancing the suburban feel, the building is set 50 feet back from Gilbert Road giving generous space for landscaping. Parking will be predominately in the west side behind the seminary building, again helping the project have a very suburban feel.

Building Character & Historic Photos



Adherence to the Building Architecture in the Chandler Southeast Area Plan: As stated in the Area Plan, Section B-Commercial Guidelines, "…the architectural style chosen for a project should achieve a reflection of the rural/agrarian character and be of a quality design. The architectural style of the seminary building is consistent with historical architectural materials and form in the original Chandler architectural vernacular. Simple straight-line buildings simple pitched roofs or low-slope, durable materials (brick) were often used as shown in the following photos. The architecture provides a historical/traditional presence and the feeling of solidity with perceived "thick" walls. Windows are inset and not flush. As shown in the following photographs, historic materials included brick, tile, pre-cast (shown as columns). The seminary building will utilize similar materials. The form will be sympathetic with the following photos in a simplified form.

As seen in the preceding photos, the materials are consistent with the Building Guidelines of the Southeast Chandler Area Plan.

The development will use these materials **(see Attached Exhibits):**

1. Concrete roof tiles
2. Brick
3. Traditional style windows (white)
4. Metal or aluminum accents
5. Pre-cast elements (columns and plinths as shown in bottom photo)
6. EIFS or stucco

The professional offices (by others) occurring behind the seminary building will have a more modern take of the traditional architecture of the seminary building and will use the same materials as outlined above. The shapes are simple and reflect the vernacular of traditional western architecture with a modern feel, utilizing the same design materials as the seminary.

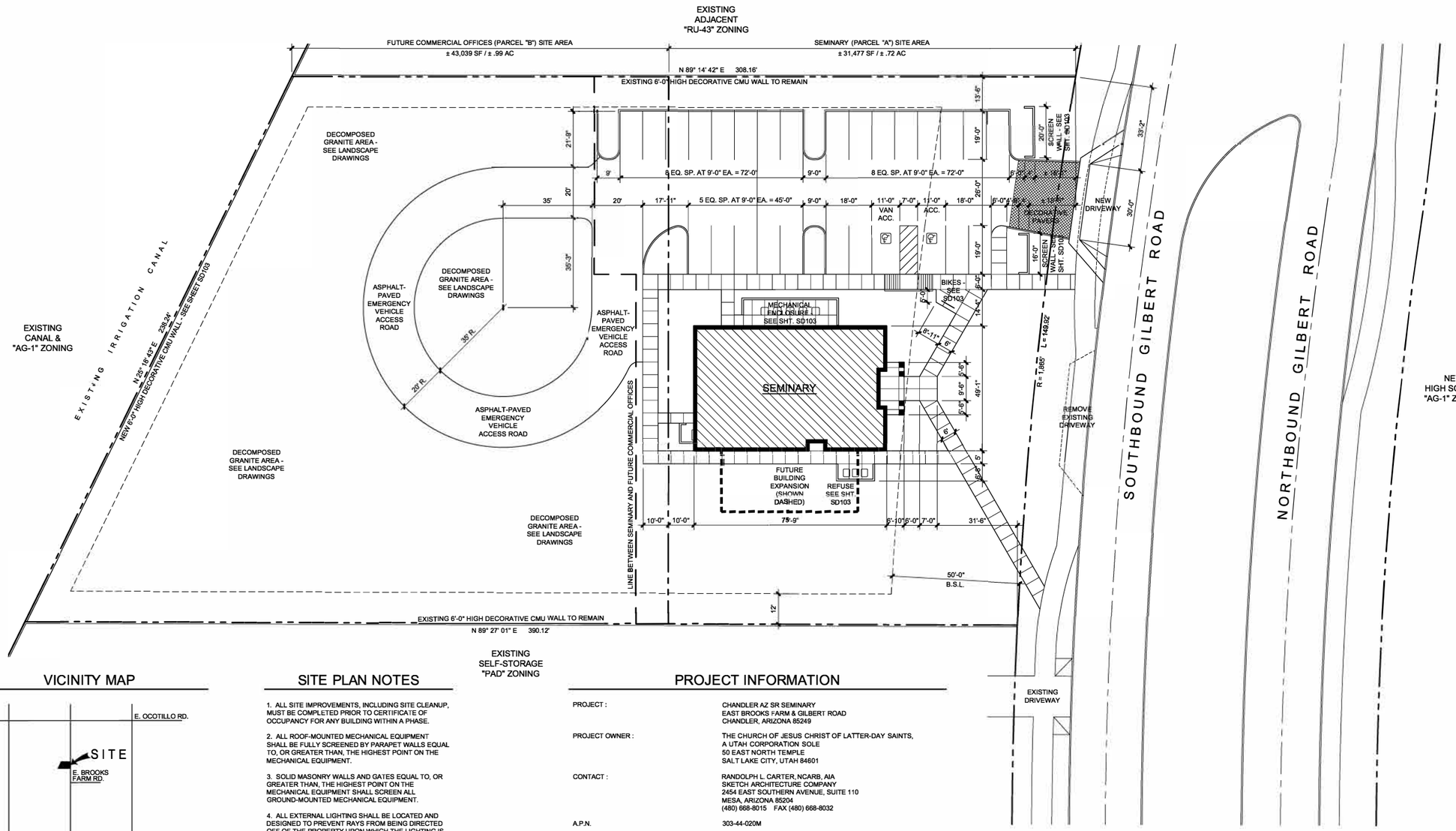
We respectfully request the approval of the Area Plan Amendment, Preliminary Development Plan and rezone to PAD.

Chandler La Paglia High School Seminary

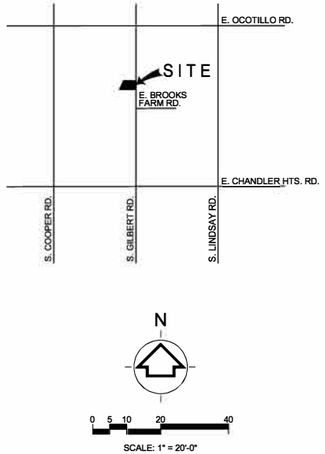
2100’ south of Ocotillo and Gilbert Road

Sketch
Architecture Company

Exhibit A



VICINITY MAP



SITE PLAN NOTES

1. ALL SITE IMPROVEMENTS, INCLUDING SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.
2. ALL ROOF-MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
3. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND-MOUNTED MECHANICAL EQUIPMENT.
4. ALL EXTERNAL LIGHTING SHALL BE LOCATED AND DESIGNED TO PREVENT RAYS FROM BEING DIRECTED OFF OF THE PROPERTY UPON WHICH THE LIGHTING IS LOCATED.
5. THE FIRE DEPARTMENT DOUBLE CHECK ASSEMBLY SHALL BE PAINTED TO MATCH THE ADJACENT WALL COLOR.
6. SIGNS REQUIRE SEPARATE PERMIT.
7. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED/CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR THE PROJECT.
8. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRICAL EQUIPMENT, BACKFLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE TO BE OR REQUIRED TO BE SCREENED BY LANDSCAPING OR WALLS, SHALL BE PAINTED TO MATCH BUILDING COLOR
9. ALL WALLS OVER 7'-0" IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.

PROJECT INFORMATION

PROJECT :	CHANDLER AZ SR SEMINARY EAST BROOKS FARM & GILBERT ROAD CHANDLER, ARIZONA 85249
PROJECT OWNER :	THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE 50 EAST NORTH TEMPLE SALT LAKE CITY, UTAH 84601
CONTACT :	RANDOLPH L. CARTER, NCARB, AIA SKETCH ARCHITECTURE COMPANY 2454 EAST SOUTHERN AVENUE, SUITE 110 MESA, ARIZONA 85204 (480) 668-8015 FAX (480) 668-8032
A.P.N.	303-44-020M
GROSS SITE AREA (PARCELS "A" & "B") :	± 74,516 SF / ± 1.71 AC
SEMINARY (PARCEL "A") SITE AREA :	± 31,477 SF / ± .72 AC
COMMERCIAL (PARCEL "B") SITE AREA :	± 43,039 SF / ± .99 AC
EXISTING ZONING :	RU-43
PROPOSED ZONING (PARCELS "A" & "B") :	PAD
PROPOSED LAND USE (PARCEL "A") :	SEMINARY
PROPOSED LAND USE (PARCEL "B") :	FUTURE COMMERCIAL OFFICES / MEDICAL
BUILDING AREAS :	SEMINARY 3,681 SF SEMINARY (FUTURE EXPANSION) 1,329 SF FUTURE COMMERCIAL OFFICES / MEDICAL 6,336 SF TOTAL 11,346 SF
BUILDING HEIGHTS :	SEMINARY = 22'-0" & FUTURE COMMERCIAL OFFICES / MEDICAL = 30'-0"
SITE COVERAGE (PARCEL "A") :	± 15.9% (5,010 SF SEMINARY / 31,477 SF PARCEL)
SITE COVERAGE (PARCEL "B") :	± 6.79% (6,336 SF FUTURE COMMERCIAL OFFICES / MEDICAL / 43,039 SF PARCEL)
LANDSCAPE COVERAGE (PARCELS "A" & "B" :	± 42% (31,274 SF PROVIDED / 74,516 SF TOTAL BOTH PARCELS)
PARKING REQUIRED :	SEMINARY 5,010 SF / 200 = 25 SPACES
PARKING PROVIDED :	25 STANDARD PARKING SPACES 1 ACCESSIBLE PARKING SPACES 1 VAN-ACCESSIBLE PARKING SPACES 27 PARKING SPACES

Exhibit B

COPYRIGHT OF THE ARCHITECT - ALL RIGHTS RESERVED. THESE PLANS, AS AN INSTRUMENT OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. ALL REPRODUCTIONS, COPIES OR USAGE OF THESE PLANS, IN WHOLE OR IN PART, BY ANY MEANS WHATSOEVER, WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECT, IS STRICTLY FORBIDDEN. VISUAL CONTACT WITH THESE PLANS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ANY UNAUTHORIZED USE SHALL BE AT THE SOLE RISK OF THE USER AND WILL BE SUBJECT TO LEGAL ACTION, INCLUDING ALL DAMAGES, COMPENSATORY, CONSEQUENTIAL AND PUNITIVE. ALL RIGHTS RESERVED.

Sketch
Architecture Company
2454 East Southern Avenue, Mesa, Arizona 85204 ph 480.668.8015 fax 480.668.8032

CHANDLER AZ SR SEMINARY

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

EAST BROOKS FARM ROAD & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249

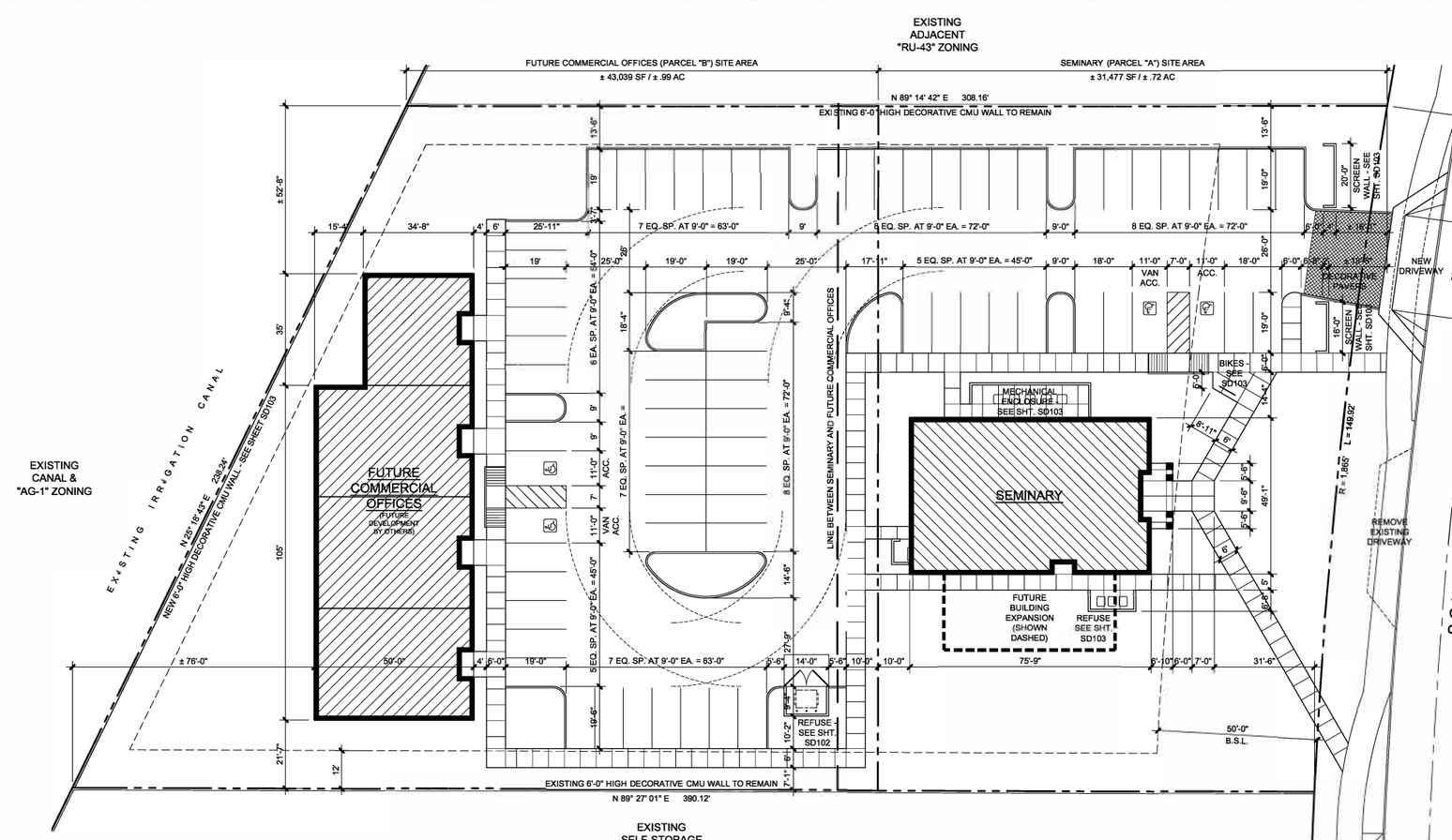
LDS PROPERTY NO. 501-7305

PRELIMINARY NOT FOR CONSTRUCTION
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
RANDOLPH L. CARTER
CERTIFICATE NO. 33855
ARIZONA, U.S.A.

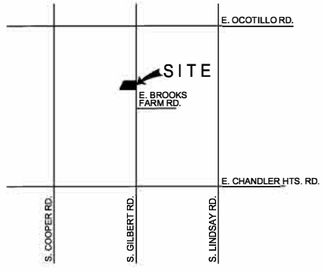
SAC Project Number 2020-07

ARCHITECTURAL SITE PLAN - SEMINARY

SD101



VICINITY MAP



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PARKING REQUIRED :	SEMINARY 5,010 SF / 200 = 25 SPACES FUTURE COMMERCIAL OFFICES / MEDICAL 6,336 SF / 150 = 43 SPACES 68 SHARED PARKING SPACES
PARKING PROVIDED :	66 STANDARD PARKING SPACES 2 ACCESSIBLE PARKING SPACES 2 VAN-ACCESSIBLE PARKING SPACES 70 SHARED PARKING SPACES

Exhibit C

X32 | ARCHITECTURAL SITE PLAN - SEMINARY & FUTURE COMMERCIAL OFFICES | 1" = 20'-0"

Sketch
Architecture Company
3454 East Southern Avenue, Mesa, Arizona 85206 ph 480.668.8015 fax 480.668.8032

CHANDLER AZ SR SEMINARY

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
EAST BROOKS FARM & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249
LDS PROPERTY NO. 501-7305

PRELIMINARY NOT FOR CONSTRUCTION

SAC Project Number 2020-07

ARCHITECTURAL SITE PLAN - SEMINARY & FUTURE COMMERCIAL OFFICES

SD101A

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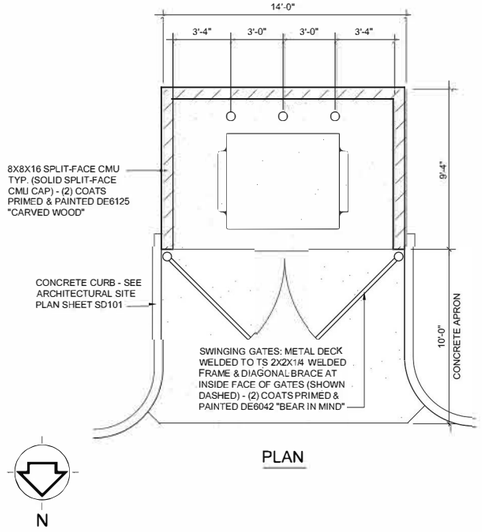
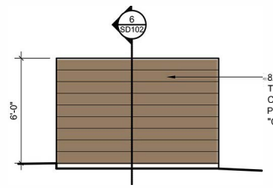
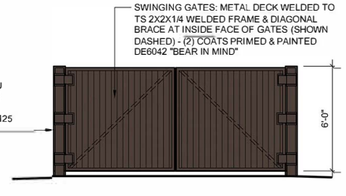


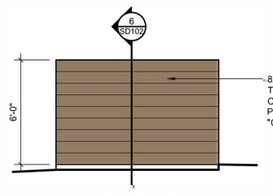
PLAN



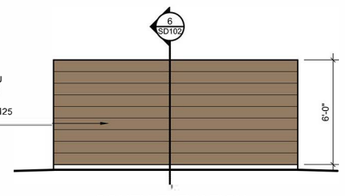
WEST ELEVATION



NORTH ELEVATION

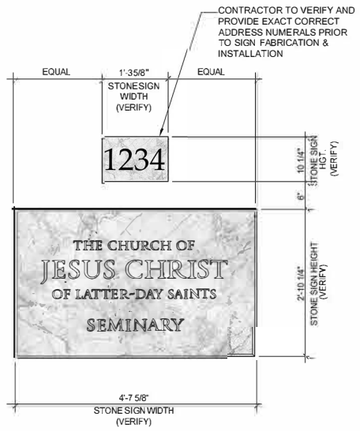


EAST ELEVATION

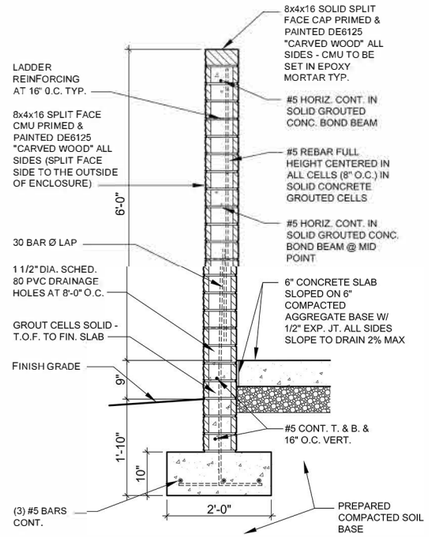


SOUTH ELEVATION

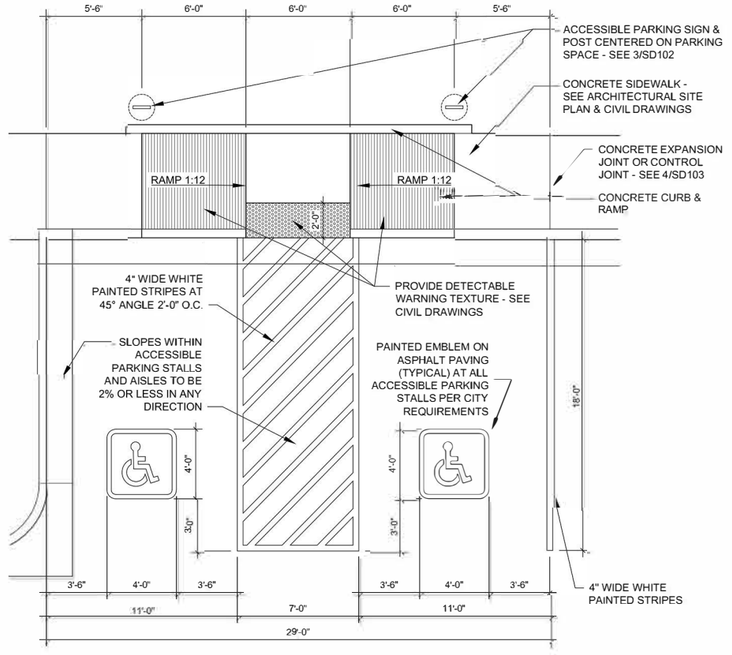
8 REFUSE ENCLOSURE
1/4" = 1'-0"



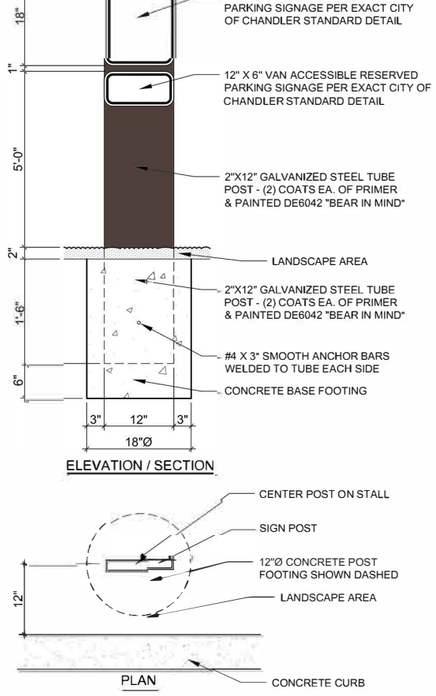
7 SEMINARY SIGNAGE
3/4" = 1'-0"



6 REFUSE ENCLOSURE WALL SECTION
3/4" = 1'-0"



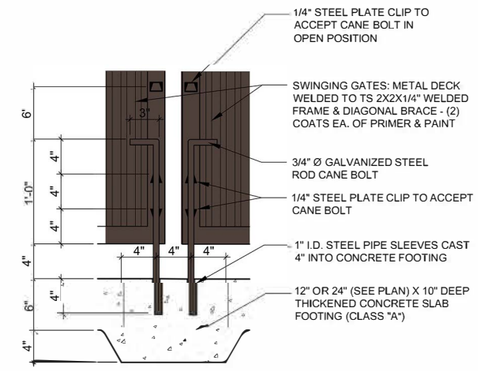
4 ACCESSIBLE PARKING SPACE & RAMP
N.T.S.



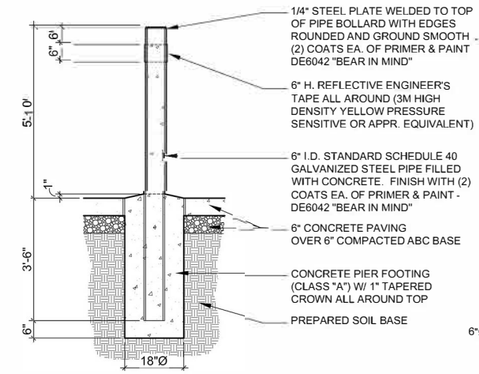
ELEVATION / SECTION

PLAN

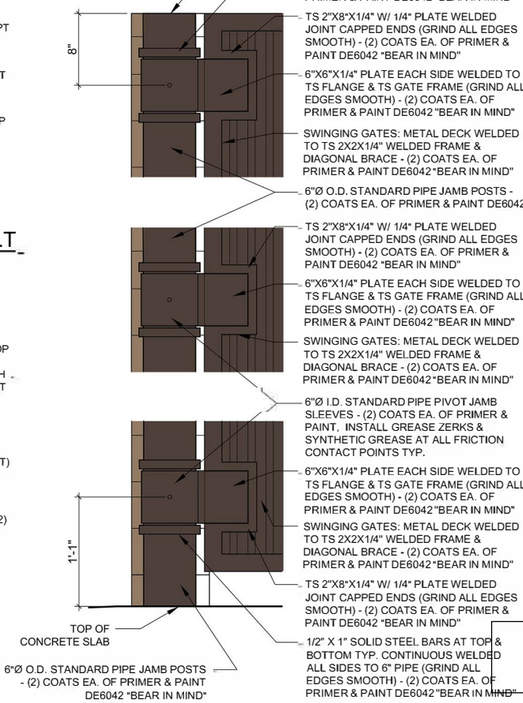
3 ACCESSIBLE PARKING SIGN & POST
N.T.S.



5 REFUSE ENCLOSURE GATE & CANE BOLT
1 1/2" = 1'-0"



2 PIPE BOLLARD
1/2" = 1'-0"



1 REFUSE ENCLOSURE GATES
1 1/2" = 1'-0"

Sketch
Architecture Company
2454 East Southern Avenue, Mesa, Arizona 85204 ph 480.898.8915 fax 480.898.8932

CHANDLER AZ SR SEMINARY
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
EAST BROOKS FARM ROAD & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249
LDS PROPERTY NO. 501-7305

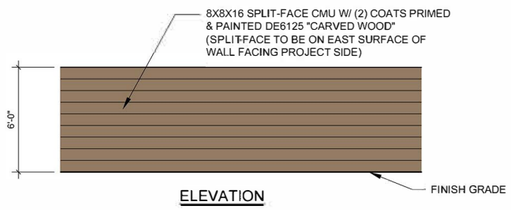
REGISTERED ARCHITECT
RANDOLPH L. CARTER
ARIZONA, U.S.A.

SAC Project Number
2020-07

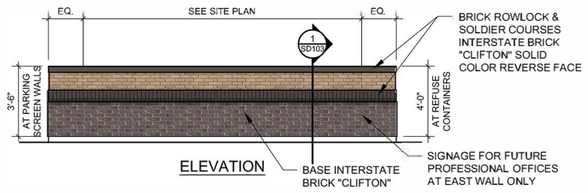
SITE DETAILS

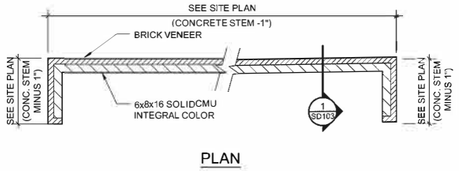
Exhibit D

SD102

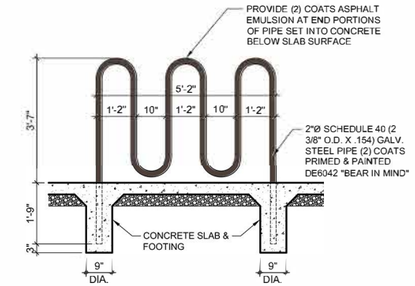


7 WEST PROPERTY LINE WALL
1/4" = 1'-0"

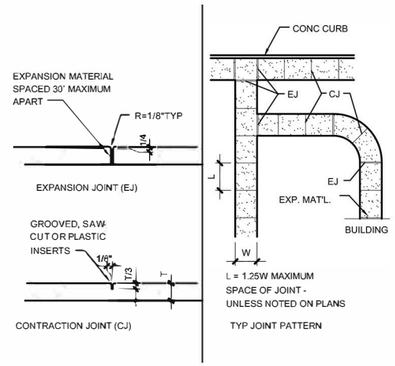




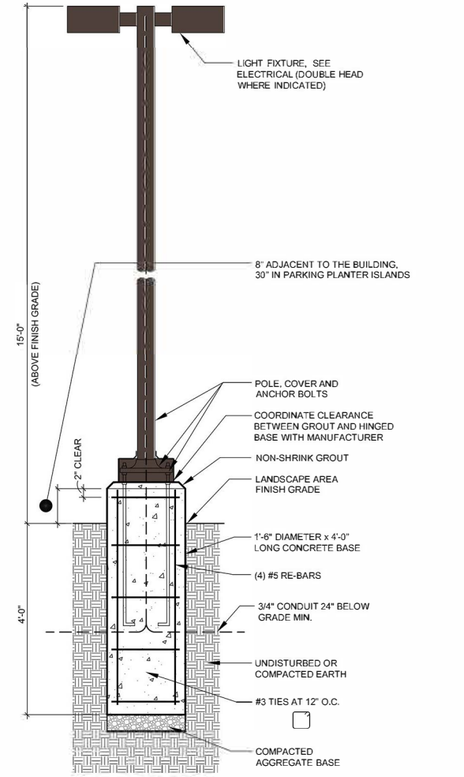
5 PARKING SCREEN WALLS
1/4" = 1'-0"



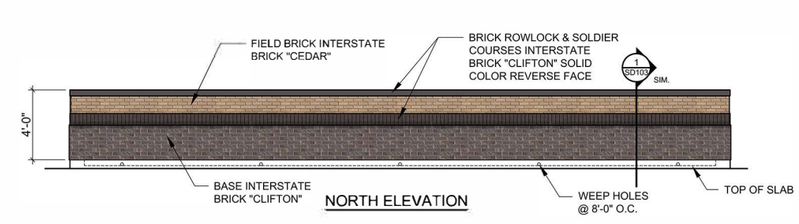
6 BICYCLE RACK
3/4" = 1'-0"

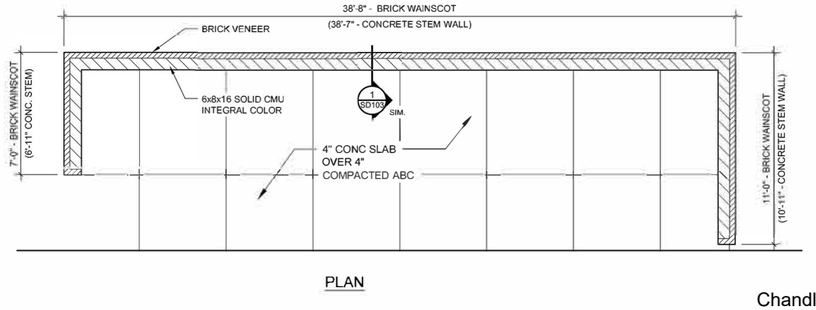


4 SIDEWALK JOINT DETAILS
N.T.S.

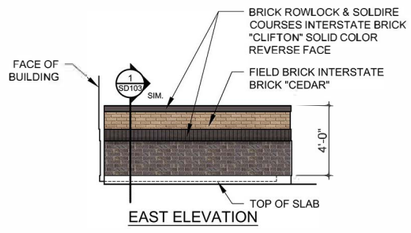


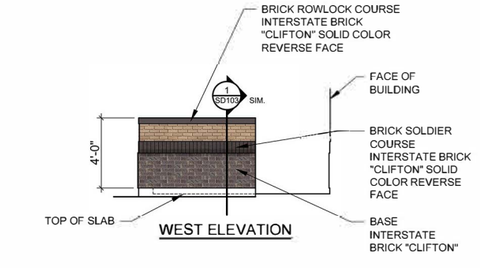
3 PARKING AREA LIGHT STANDARD
3/4" = 1'-0"



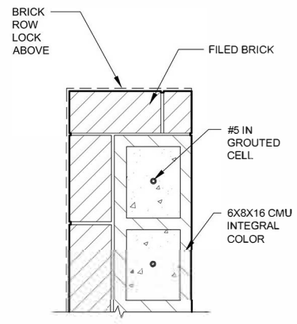


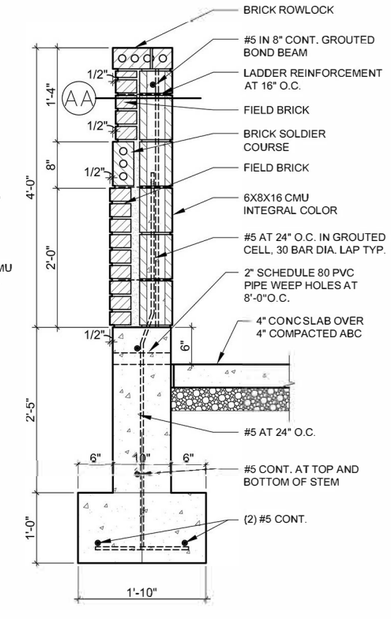
2 MECHANICAL ENCLOSURE
1/4" = 1'-0"





1 MECHANICAL ENCLOSURE WALL SECTION
1" = 1'-0"





Sketch
Architecture Company
2454 East Southern Avenue, Mesa, Arizona 85204 ph.480.668.8015 fax.480.668.8032

CHANDLER AZ SR SEMINARY
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
EAST BROOKS FARM ROAD & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249
LDS PROPERTY NO. 501-7305

REGISTERED ARCHITECT
18898
RANDOLPH L. CARTER
Not Signed, Invalid
ARIZONA, U.S.A.

SAC Project Number
2020-07

SITE DETAILS

Exhibit E

SD103

BOUNDER SCHEDULE:

(A) 4'x4'x3' DEEP SELECT GRADE GRANITE SURFACE BOULDER (BURY 12")
(B) 3'x3'x30" DEEP SELECT GRADE GRANITE SURFACE BOULDER (BURY 12")
(C) 2'x2'x18" DEEP SELECT GRADE GRANITE SURFACE BOULDER (BURY 6")

phillip r. ryan
landscape architect p.c.
landscape architecture & planning
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gilbert, arizona 85298
(480) 899-5813 fax (480) 963-3674

Sketch
Architecture Company
2904 East Southern Avenue, Mesa, Arizona 852 ph. 480.966.8616 fax 480.668.8232

PLANT SCHEDULE: (FOR THIS SHEET ONLY)

EXISTING TREE	SALVAGED MESQUITE TREE FROM ON SITE or 48" BOX NATIVE MESQUITE	6 TOTAL	
EXISTING TREE	TO REMAIN		
EXISTING SHRUB	TO REMAIN		
GERCIDIUM FLORIDUM "D.M." DESERT MUSEUM PALO VERDE	36" BOX MULTI-TRUNK 10' HT., 4.5' SP., 1 1/2" CAL.	6 TOTAL	
PISTACHIA CH. "RED PUSH" RED PUSH PISTACHIA	24" BOX MINIMUM 8' HT., 4.5' SP., 1-1/2" CAL.	4 TOTAL	
CHITALPA TASHKENSIS CHITALPA	24" BOX MINIMUM 8' HT., 4.5' SP., 1 1/4" CAL.	17 TOTAL	
CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE	15 GALLON TREE FORM	6 TOTAL	
ACACIA MULGA MULGA TREE	24" BOX MINIMUM 8' HT., 4' SP., 1 1/2" CAL.	22 TOTAL	
CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GALLON	13 TOTAL	
LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GALLON FULL, PAST CAN	32 TOTAL	
YUCCA PARVIFOLIA RED YUCCA	1 GALLON FULL, PAST CAN	22 TOTAL	
RUELLIA BRITTONIANA CALIFORNICA RUELLIA	5 GALLON FULL, PAST CAN	36 TOTAL	
GALLISTEMON VIMINALIS "LITTLE JOHN" LITTLE JOHN BOTTLE BRUSH	5 GALLON FULL, PAST CAN	16 TOTAL	
CASSIA STURTII GREEN DESERT CASSIA	5 GALLON FULL, PAST CAN	77 TOTAL	
TECOMA STANS V. ORANGE JUBILEE ORANGE JUBILEE	5 GALLON FULL, PAST CAN	13 TOTAL	
ACACIA REDOLENS "D.C." DESERT CARPET REDOLENS	5 GALLON FULL, PAST CAN	83 TOTAL	
MUHLENBERGIA CAPILLARIS "REGAL MIST" PINK MUHLY	5 GALLON FULL, PAST CAN	34 TOTAL	
EREMOPHYLLA GLABRA OUTBACK SUNRISE	5 GALLON FULL, PAST CAN	45 TOTAL	
LANTANA SELLOWIANA "T.P." TRAILING PURPLE LANTANA	1 GALLON FULL, PAST CAN	88 TOTAL	
DECOMPOSED GRANITE	1/2" SCREENED APACHE BROWN	24,175 S.F. 2" DEEP	
GRANITE COBBLE	4"-8" DIA SANTA FE GOLD	185 S.F.	
DECOMPOSED GRANITE	1/2" MINUS APACHE BROWN	27,990 S.F. 2" DEEP	

Phase 1 Preliminary Landscape Plan
Scale 1:20
20 10 0 20
GRAPHIC SCALE
NORTH

PLAN KEY NOTES:

1. EXISTING SIDEWALK
2. 3' HIGH DECORATIVE SCREEN WALL
3. EXISTING MASONRY WALL
4. EXISTING 815600 TREES TO REMAIN
5. FIRE HYDRANT
6. SIGHT VISIBILITY LINE (NO OBJECTS GREATER THAN 24" IN HT.)
7. SALVAGED MESQUITE TREES FROM ON-SITE
8. NOT USED
9. EXISTING BUSH BOUGAINVILLEA TO REMAIN
10. EXISTING BUSH MORNING GLORY TO REMAIN
11. EXISTING BRITTLE BUSH TO REMAIN
12. EXISTING AGAVE PLANTS TO REMAIN
13. EXISTING CONCRETE CURB AT PROPERTY LINE TO REMAIN
14. FUTURE BUILDING LINE
15. BIKE RACK
16. UNDERGROUND STORM WATER TANK PER CIVIL DWGS.
17. RETENTION BASIN PER CIVIL DWGS.
18. MOUNDING TO GRADES SHOWN
19. DRAINAGE PIPE PER CIVIL DWGS.
20. DECORATIVE WALL PER ARCH. DWGS.

CHANDLER AZ SR SEMINARY FS

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
EAST BROOKS FARM ROAD & GILBERT ROAD, CHANDLER, ARIZONA 85249
LDS PROPERTY NO.

SAC Project Number
2020.07

REGISTERED LANDSCAPE ARCHITECT
14891
PHILLIP R. RYAN
9/21/20
ARIZONA U.S.A.
Expires 03/31/22

Exhibit F L-1

BOUNDER SCHEDULE:

(A) 4'x4'x3' DEEP SELECT GRADE GRANITE SURFACE BOULDER (BURY 12')
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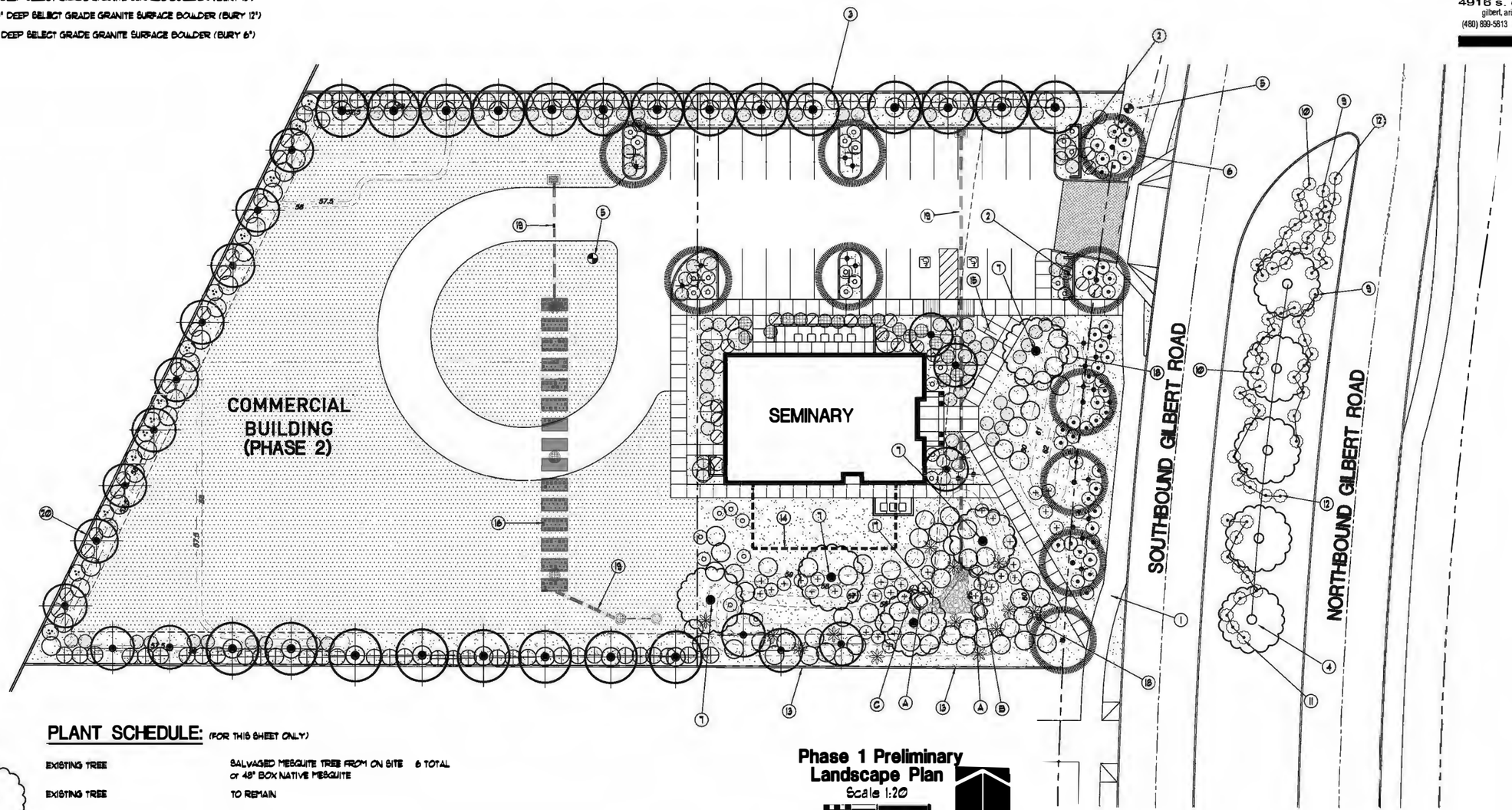

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	DECOMPOSED GRANITE	1/2" SCREENED APACHE BROWN	24,715 S.F. 2" DEEP
	GRANITE COBBLE	4"-8" DIA. SANTA FE GOLD	185 S.F.
	DECOMPOSED GRANITE	1/2" MINUS APACHE BROWN	27,930 S.F. 2" DEEP

Phase 1 Preliminary Landscape Plan
Scale 1:20
20 10 0 20
GRAPHIC SCALE
NORTH

PLAN KEY NOTES:

1. EXISTING SIDEWALK
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phillip r. ryan
landscape architect p.c.
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(480) 899-5813 fax (480) 963-3674

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CHANDLER AZ SR SEMINARY FS
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
EAST BROOKS FARM ROAD & GILBERT ROAD, CHANDLER, ARIZONA 85249
LDS PROPERTY NO.

SAC Project Number
2020-07

LANDSCAPE ARCHITECT
14821
PHILLIP R. RYAN
9/21/20
Date Signed
ARIZONA U.S.A.
Expires 03/31/22

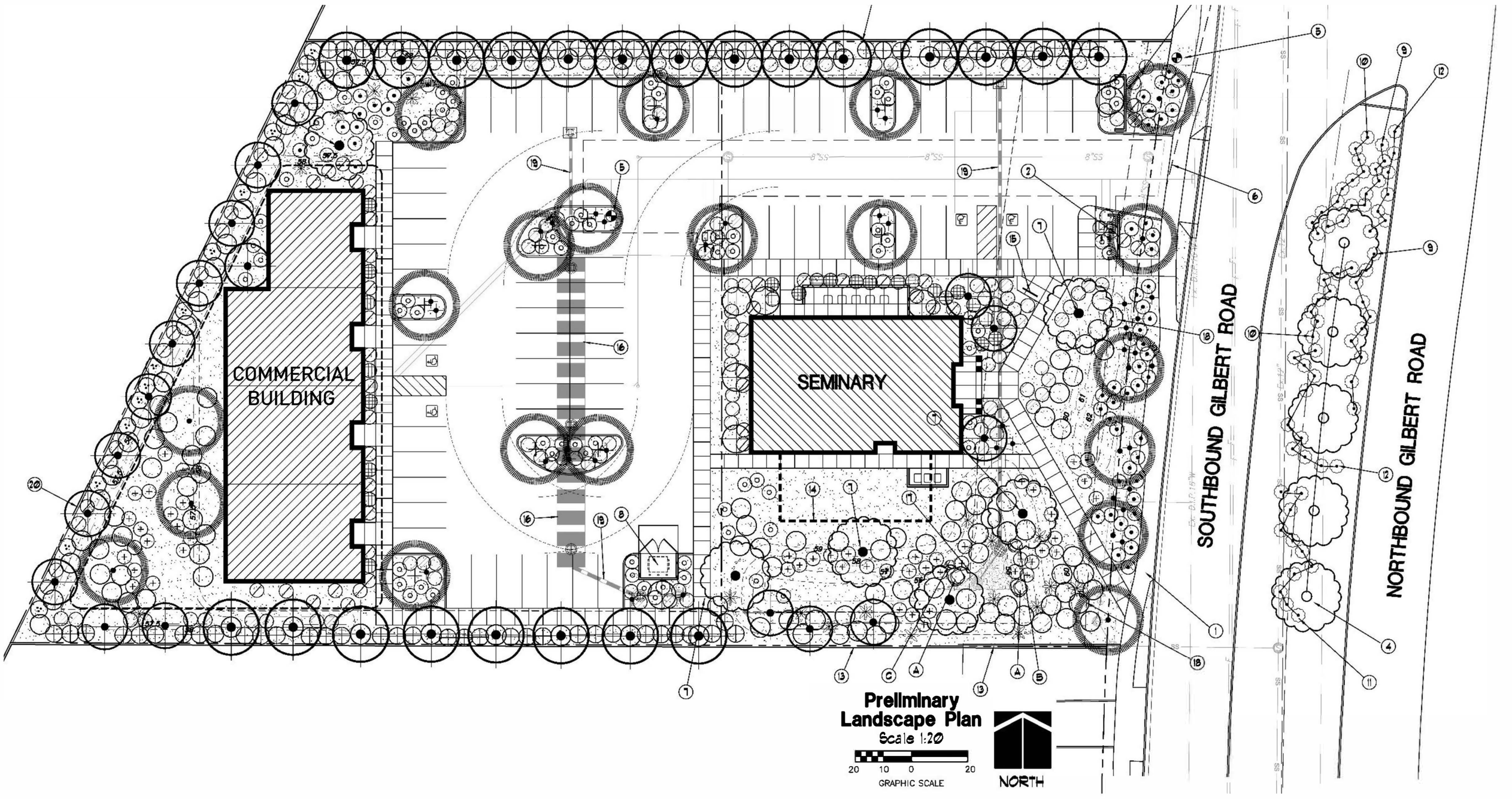
Exhibit G | L-1

Conceptual Landscape Plan

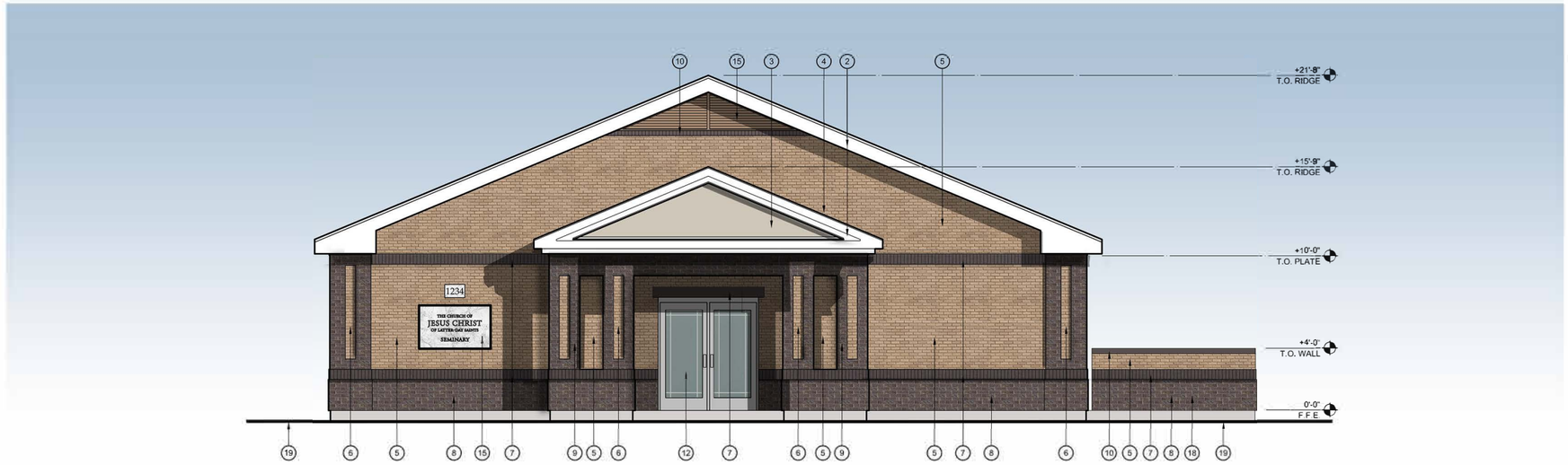
(See Exhibit F for plant pallet and notes)

Sketch Architecture Company

Exhibit H



Conceptual Landscape Plan



L32 EAST EXTERIOR ELEVATION

1/4"=1'-0"

X32 SOUTH EXTERIOR ELEVATION

1/4"=1'-0"

KEYNOTES

1. FLAT CONCRETE TILE ROOFING - EAGLE ROOFING "297 SLATE RANGE"
2. PREFINISHED METAL RAKE & FASCIA - "BONE WHITE" HYNAR 5000
3. EXTERIOR INSULATION & FINISH SYSTEM (E.I.F.S. WATER-MANAGED DRAINAGE TYPE) - SENERGY FINISTEXTURE "3068 BIRCH"
4. METAL FLASHING AT ROOF TO WALL - FINISH TO MATCH BRICK COLOR
5. BRICK VENEER RUNNING BOND FIELD - INTERSTATE BRICK "CEDAR"
6. BRICK VENEER STACK BOND ACCENT - INTERSTATE BRICK "CEDAR"
7. BRICK VENEER SOLDIER COURSE - INTERSTATE BRICK "CLIFTON" (LAID WITH SOLID COLOR BRICK REVERSE FACE OUTWARD)
8. BRICK VENEER BASE - INTERSTATE BRICK "CLIFTON"
9. BRICK VENEER PILASTER - INTERSTATE BRICK "CLIFTON"
10. BRICK VENEER ROWLOCK COURSE - INTERSTATE BRICK "CLIFTON" (LAID WITH SOLID COLOR BRICK REVERSE FACE OUTWARD)
11. PRECAST CONCRETE WINDOW SILL
12. PREFINISHED ALUMINUM STOREFRONT DOORS & FRAME - "BONE WHITE" HYNAR 5000 & CLEAR DUAL-PANE INSULATED GLAZING
13. PREFINISHED ALUMINUM STOREFRONT DOOR, SIDELIGHT & FRAME - "BONE WHITE" HYNAR 5000 & CLEAR DUAL-PANE INSULATED GLAZING
14. PREFINISHED ALUMINUM STOREFRONT WINDOW - "BONE WHITE" HYNAR 5000 & CLEAR DUAL-PANE INSULATED GLAZING
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17. ELECTRICAL SERVICE ENTRANCE SECTION - PRIMED & PAINTED TO MATCH "CEDAR" FIELD BRICK
16. MECHANICAL EQUIPMENT ENCLOSURE
10. FINISH GRADE

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CHANDLER AZ SR SEMINARY
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
EAST BROOKS FARM ROAD & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249
LDS PROPERTY NO. 501-7305

REGISTERED ARCHITECT 18899 RANDOLPH L. CARTER Date Signed 7-20-2020 ARIZONA, U.S.A.

SAC Project Number 2020-07

EAST & SOUTH EXTERIOR ELEVATIONS

A201

Exhibit J

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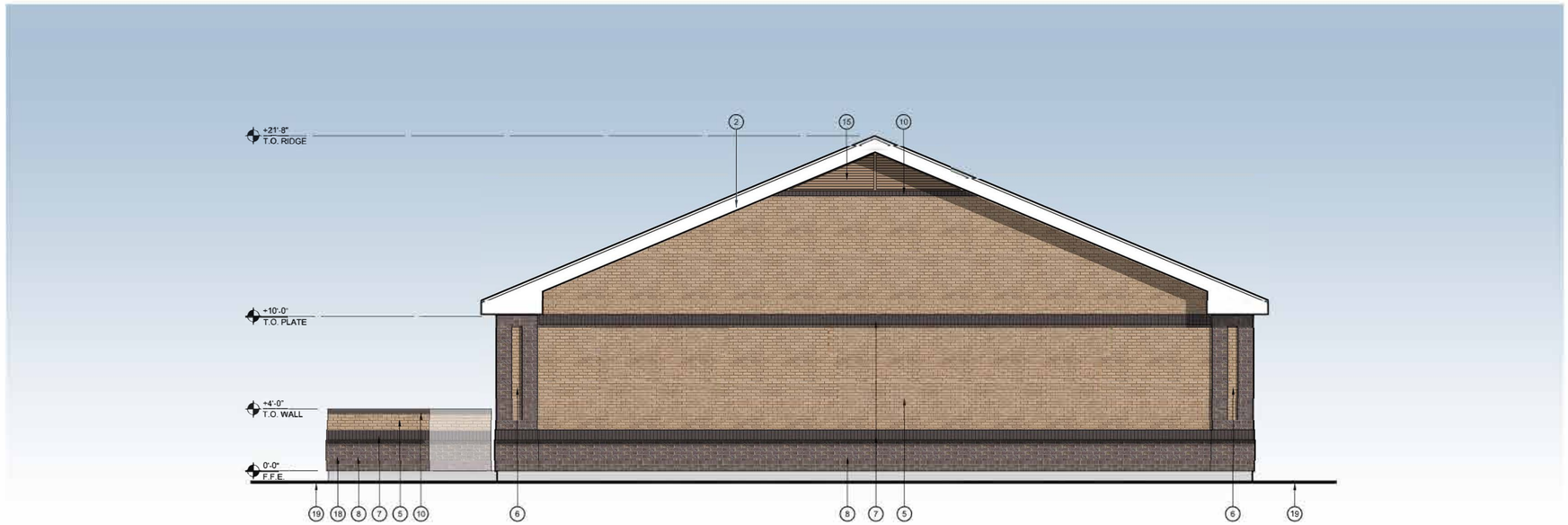

L32 | WEST EXTERIOR ELEVATION

1/4"=1'-0"

X32 | NORTH EXTERIOR ELEVATION

1/4"=1'-0"

KEYNOTES

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Sketch
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LDS PROPERTY NO. 501-7305

REGISTERED ARCHITECT
CERTIFICATE NO.
15896
RANDOLPH L. CARTER
Date Signed 10-15-2020
ARIZONA, U.S.A.

SAC Project Number
2020-07

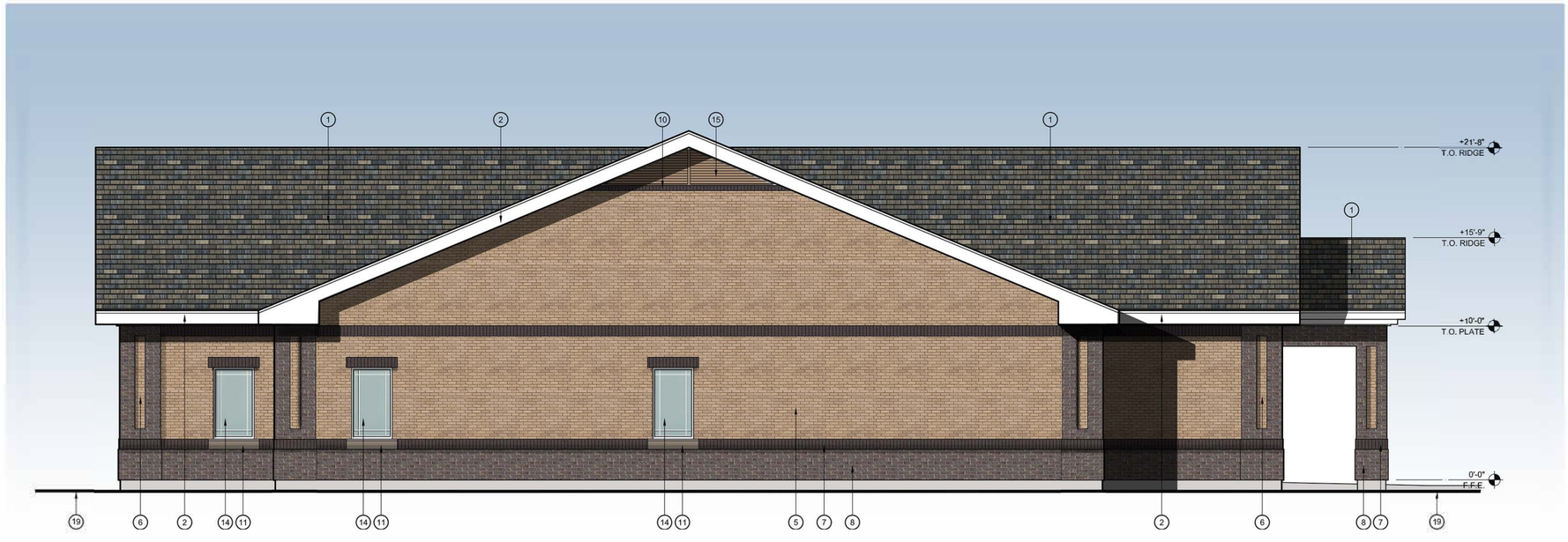
WEST & NORTH EXTERIOR ELEVATIONS

A202

Exhibit K

L32 | EAST EXTERIOR ELEVATION - WITH FUTURE ADDITION

1/4"=1'-0"



X32 | SOUTH EXTERIOR ELEVATION - WITH FUTURE ADDITION

1/4"=1'-0"

KEYNOTES

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18. MECHANICAL EQUIPMENT ENCLOSURE
19. FINISH GRADE

Sketch
Architecture Company
2454 East Southern Avenue, Mesa, Arizona 85204 ph 480.668.8915 fax 480.668.8932

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LDS PROPERTY NO. 501-7305

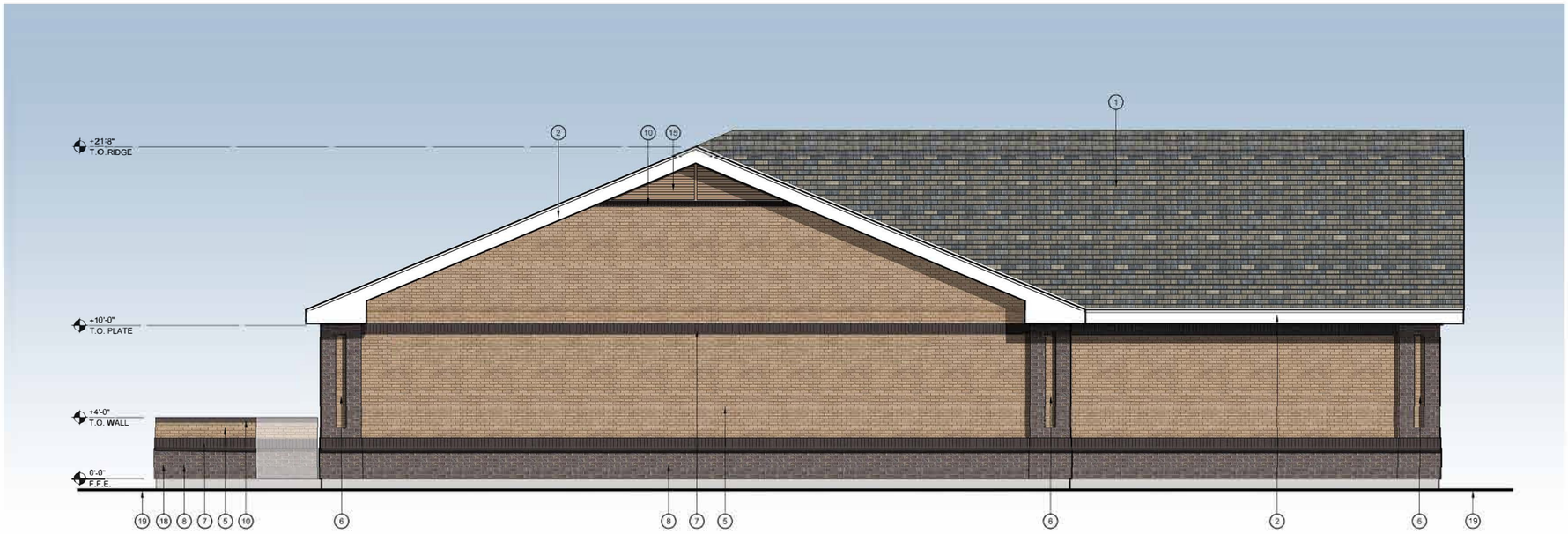
REGISTERED ARCHITECT
18898
RANDOLPH L. CARTER
Date Signed 10-22-2020
ARIZONA, U.S.A.

SAC Project Number
2020-07

EAST & SOUTH EXTERIOR ELEVATIONS - WITH FUTURE ADDITION

A203

Exhibit L



L32 | WEST EXTERIOR ELEVATION WITH FUTURE ADDITION

1/4"=1'-0"

X32 | NORTH EXTERIOR ELEVATION WITH FUTURE ADDITION

1/4"=1'-0"

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18. MECHANICAL EQUIPMENT ENCLOSURE
19. FINISH GRADE

Sketch
Architecture Company
2454 East Southern Avenue, Mesa, Arizona 85204 ph.480.668.8015 fax.480.668.8032

CHANDLER AZ SR SEMINARY

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

EAST BROOKS FARM ROAD & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249

LDS PROPERTY NO. 301-7305

REGISTERED ARCHITECT
CERTIFICATE NO.
18898
RANDOLPH L. CARTER
My Commission Expires
ARIZONA, U.S.A.

SAC Project Number
2020-07

WEST & NORTH EXTERIOR ELEVATIONS - WITH FUTURE ADDITION

A204

Exhibit M

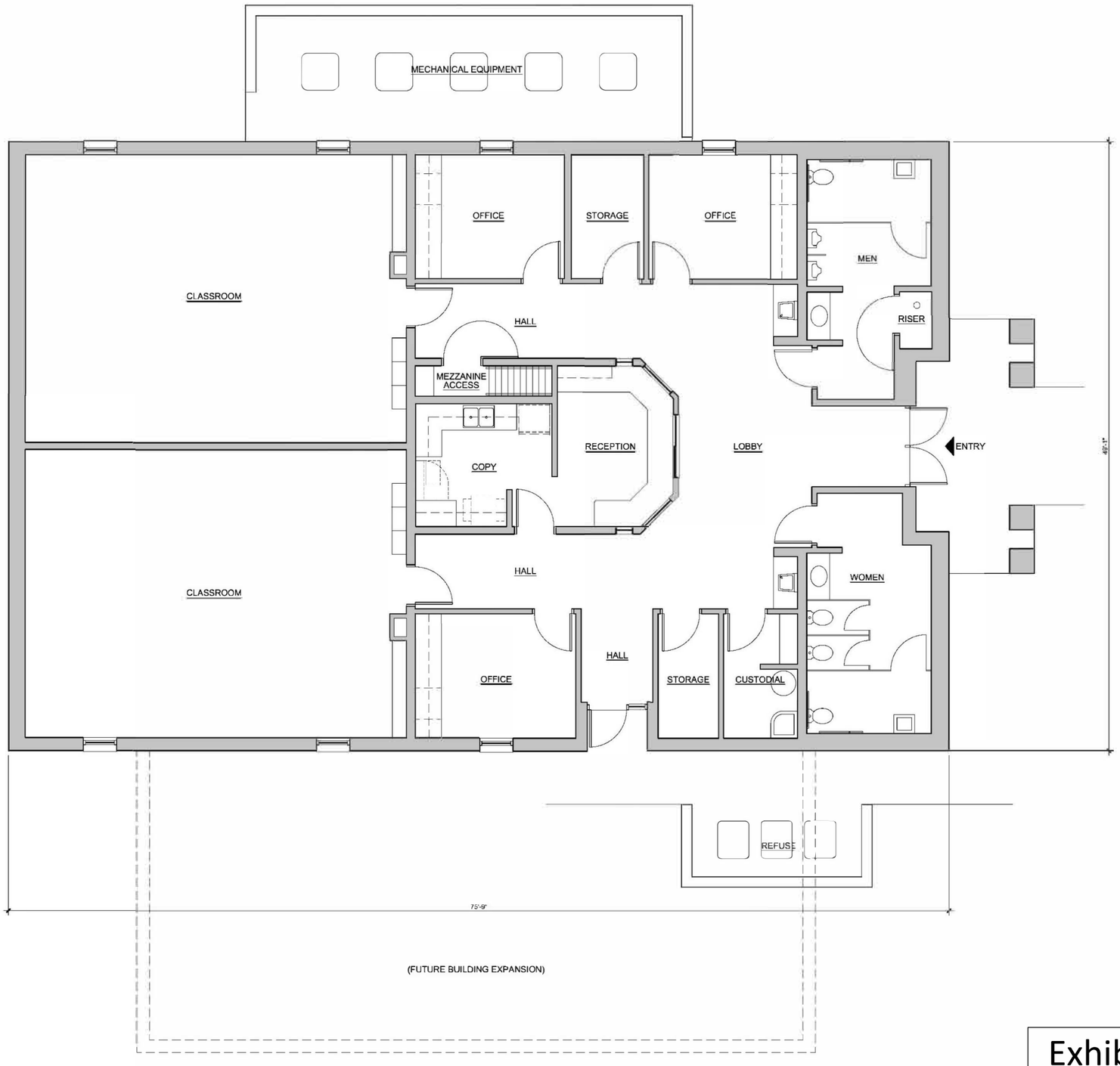


Exhibit N

N

X32 FLOOR PLAN
1/4" = 1'-0"

Chandler La Paglia HS Seminary – Area Plan Amendment, Rezone, and PDP Narrative Page 21 of 27

Sketch Architecture Company
2454 East Southern Avenue, Mesa, Arizona 85204 ph (480)966-5515 fax (480)966-5002

CHANDLER AZ SR SEMINARY
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
EAST BROOKS FARM ROAD & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249
LDS PROPERTY NO. 591-7805

PRELIMINARY NOT FOR CONSTRUCTION

SAC Project Number
2020-07

FLOOR PLAN

A101

Exhibit O

N

X32 FLOOR PLAN
1/4" = 1'-0"

sketch
Architecture Company
2454 East Southern Avenue, Mesa, Arizona 85204 ph.480.668.8015 fax.480.668.8022

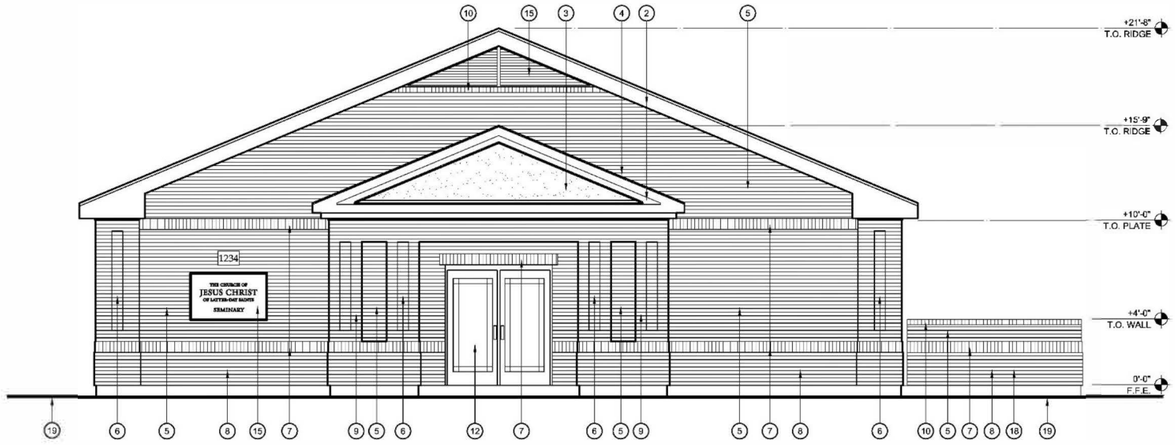
CHANDLER AZ SR SEMINARY
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
EAST BROOKS FARM ROAD & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249
LDS PROPERTY NO. 501-7305

PRELIMINARY NOT FOR CONSTRUCTION

SAC Project Number
2020-07

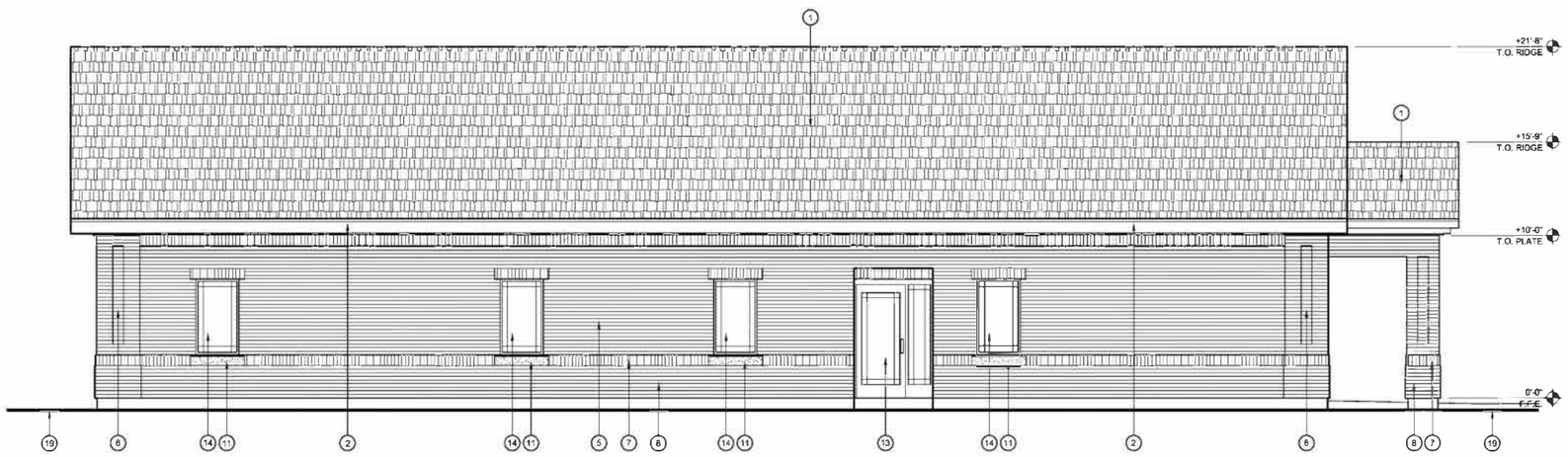
FLOOR PLAN WITH FUTURE ADDITION

A102



L32 EAST EXTERIOR ELEVATION

1/4"=1'-0"



X32 SOUTH EXTERIOR ELEVATION

1/4"=1'-0"

KEYNOTES

1. FLAT CONCRETE TILE ROOFING - EAGLE ROOFING "297 SLATE RANGE"
2. PREFINISHED METAL RAKE & FASCIA - "BONE WHITE" HYNAR 5000
3. EXTERIOR INSULATION & FINISH SYSTEM (EIFS, WATER-MANAGED DRAINAGE TYPE) - SENERGY FINE-TEXTURE "3058 BIRCH"
4. METAL FLASHING AT ROOF TO WALL - FINISH TO MATCH BRICK COLOR
5. BRICK VENEER RUNNING BOND FIELD - INTERSTATE BRICK "CEDAR"
6. BRICK VENEER STACK BOND ACCENT - INTERSTATE BRICK "CEDAR"
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19. FINISH GRADE

sketch
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CHANDLER AZ SR SEMINARY

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

EAST BROOKS FARM ROAD & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249

LDS PROPERTY NO. 501-7366

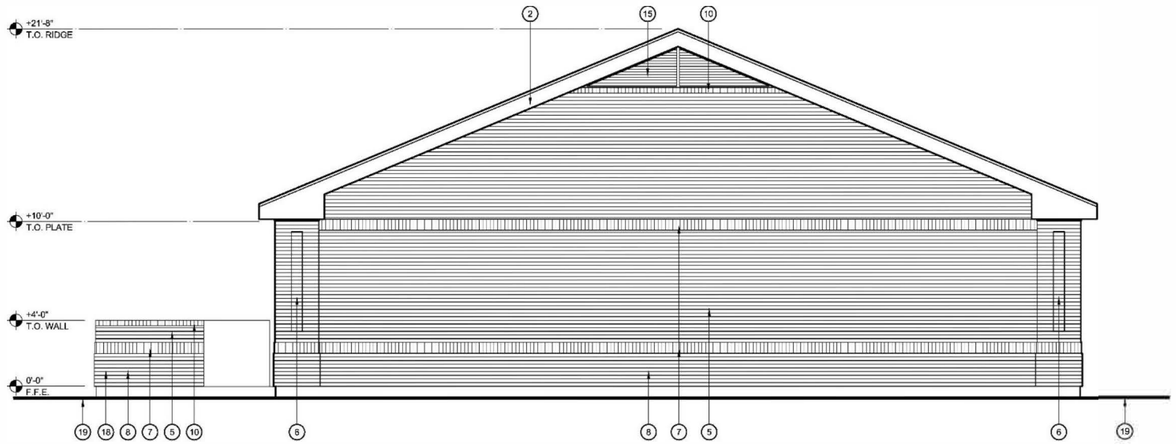
REGISTERED ARCHITECT
PRELIMINARY NOT FOR CONSTRUCTION
ARIZONA, USA

SAC Project Number
2020-07

EAST & SOUTH EXTERIOR ELEVATIONS

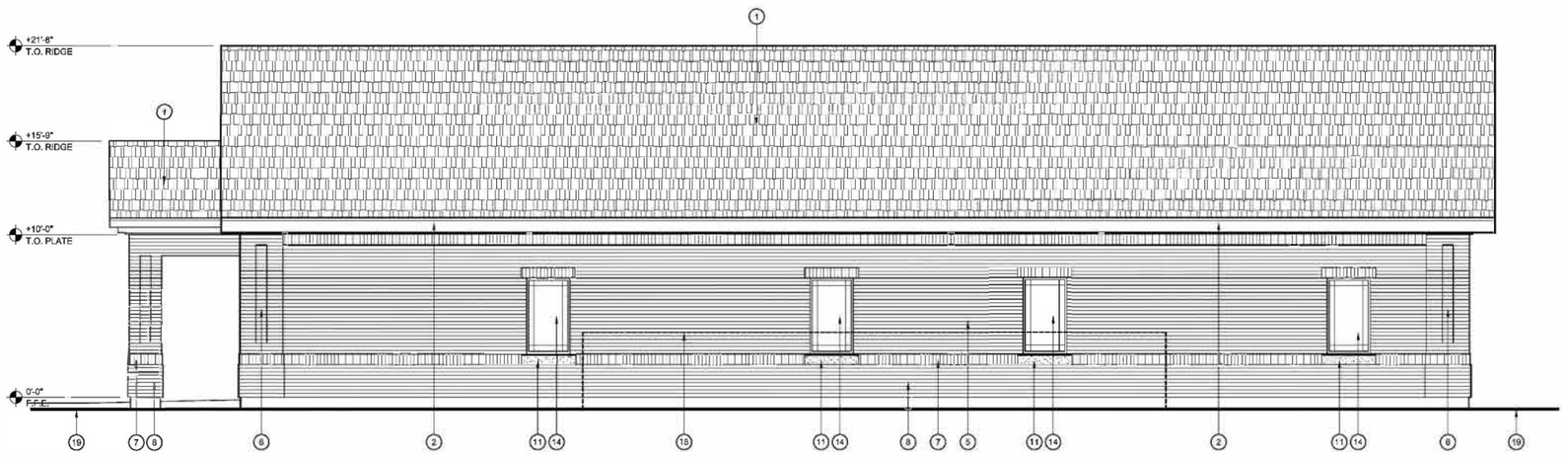
A201

Exhibit P



L32 WEST EXTERIOR ELEVATION

1/4"=1'-0"



X32 NORTH EXTERIOR ELEVATION

1/4"=1'-0"

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sketch Architecture Company
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CHANDLER AZ SR SEMINARY

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

EAST BROOKS FARM ROAD & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249

LDS PROPERTY NO. 501-7366

REGISTERED ARCHITECT
KEVIN C. SMITH
ARIZONA, U.S.A.

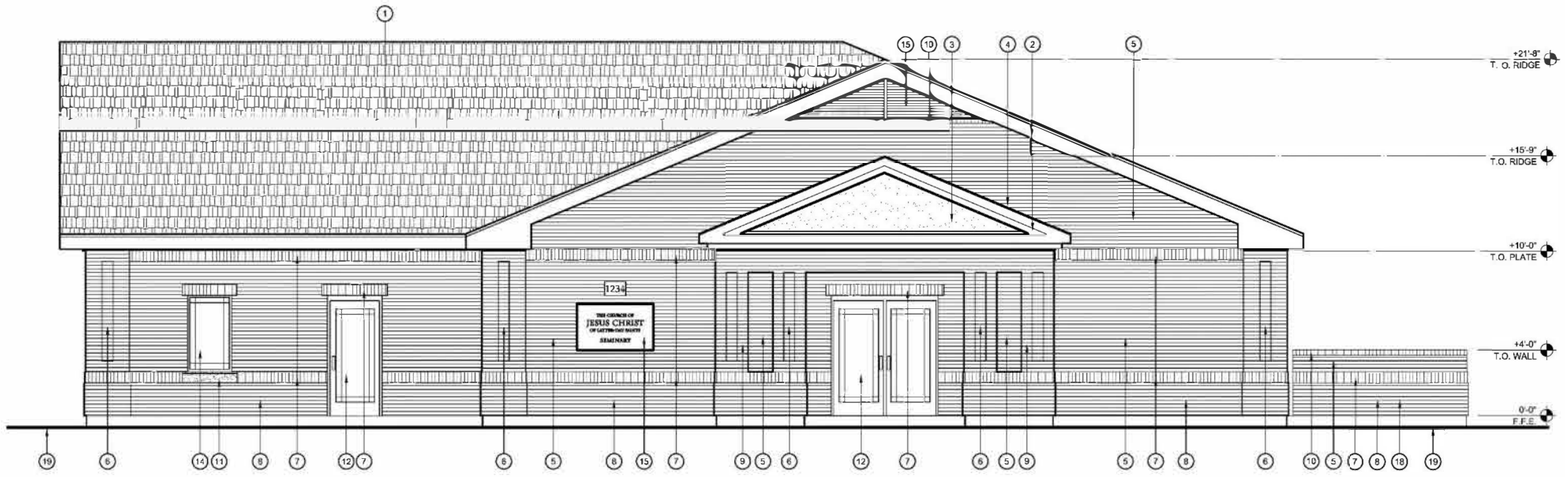
PRELIMINARY NOT FOR CONSTRUCTION

SAC Project Number
2020-07

WEST & NORTH EXTERIOR ELEVATIONS

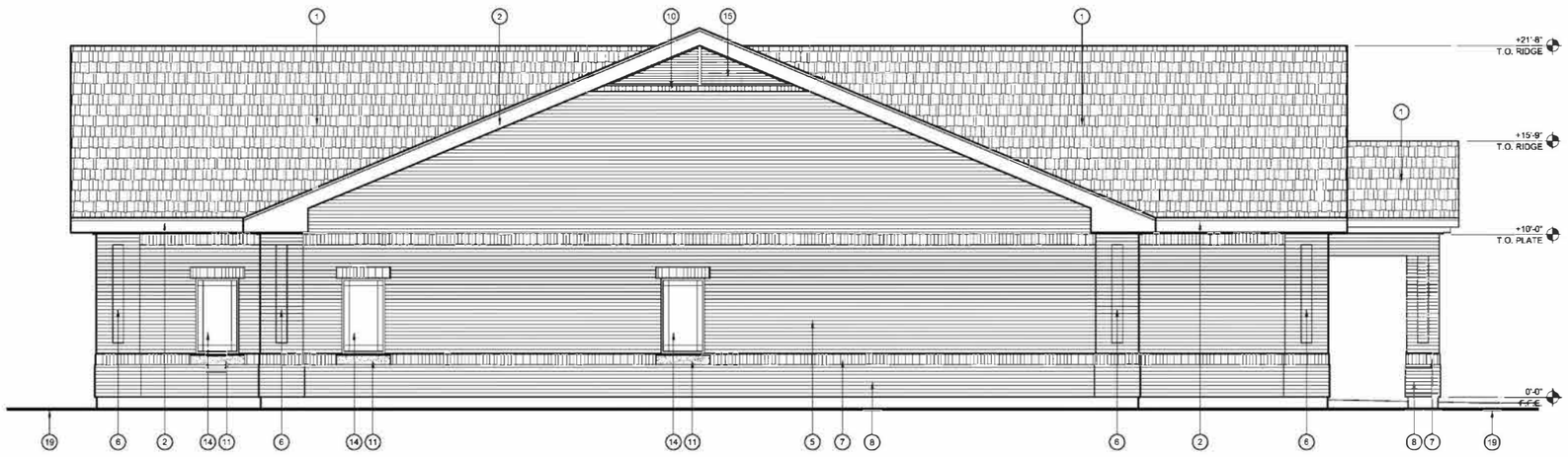
A202

Exhibit Q



L32 EAST EXTERIOR ELEVATION - WITH FUTURE ADDITION

1/4"=1'-0"



X32 SOUTH EXTERIOR ELEVATION - WITH FUTURE ADDITION

1/4"=1'-0"

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sketch
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CHANDLER AZ SR SEMINARY

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

EAST BROOKS FARM ROAD & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249

LDS PROPERTY NO. 501-7366

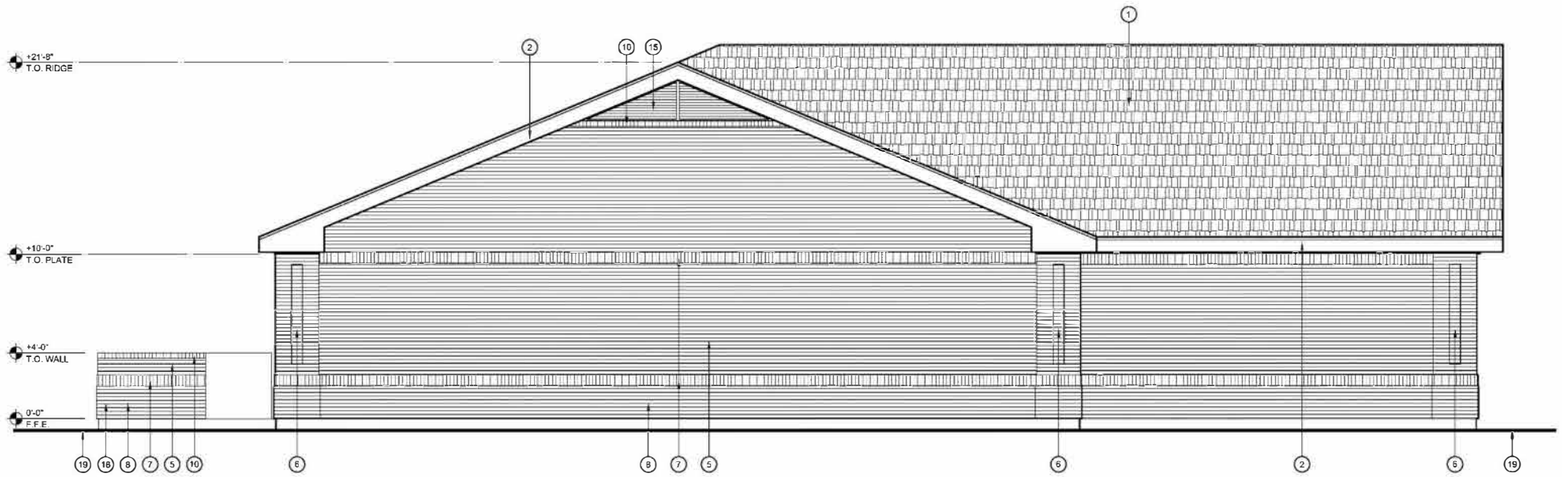
PRELIMINARY NOT FOR CONSTRUCTION

SAC Project Number 2020-07

EAST & SOUTH EXTERIOR ELEVATIONS - WITH FUTURE ADDITION

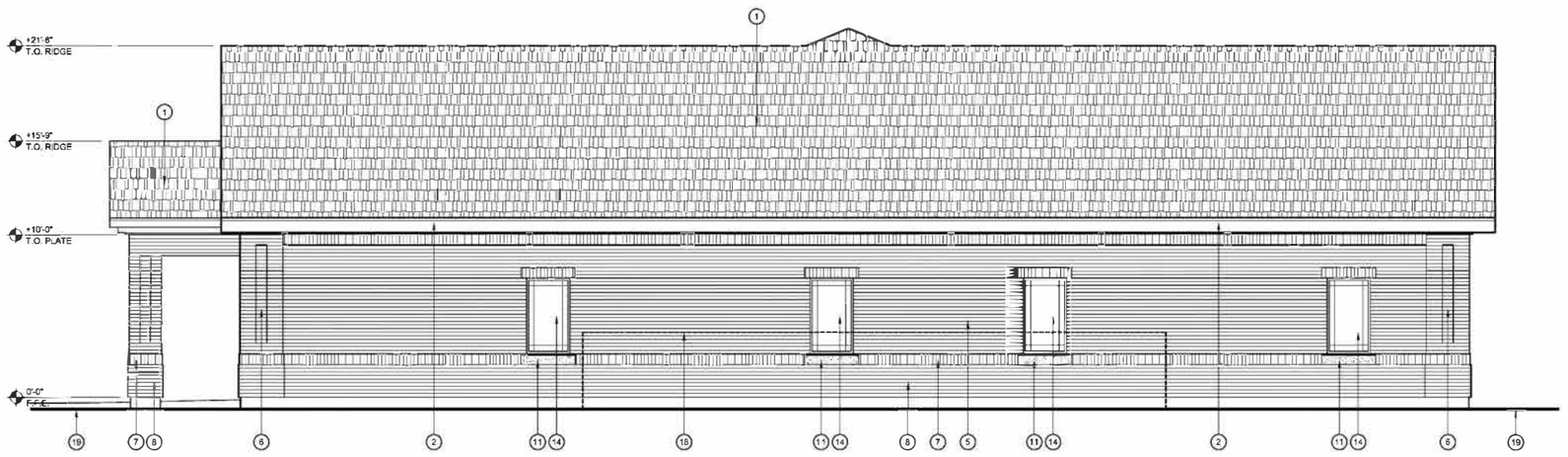
A203

Exhibit R



L32 WEST EXTERIOR ELEVATION WITH FUTURE ADDITION

1/4"=1'0"



X32 NORTH EXTERIOR ELEVATION WITH FUTURE ADDITION

1/4"=1'-0"

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sketch Architecture Company
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CHANDLER AZ SR SEMINARY

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

EAST BROOKS FARM ROAD & SOUTH GILBERT ROAD, CHANDLER, ARIZONA 85249

LDS PROPERTY NO. 501-7366

PRELIMINARY NOT FOR CONSTRUCTION

SAC Project Number 2020-07

WEST & NORTH EXTERIOR ELEVATIONS - WITH FUTURE ADDITION

A204

Exhibit S

MATERIALS & FINISHES

1. FLAT CONCRETE TILE ROOFING - EAGLE ROOFING "297 SLATE RANGE"
2. EXTERIOR INSULATION & FINISH SYSTEM (E.I.F.S. WATER-MANAGED DRAINAGE TYPE) - SENERGY FINE-TEXTURE "3068 BIRCH"
3. BRICK VENEER RUNNING BOND FIELD & STACKBOND ACCENTS - INTERSTATE BRICK "CEDAR"
4. BRICK VENEER SOLDIER & ROWLOCK COURSE ACCENT BANDS - INTERSTATE BRICK "CLIFTON" (LAID WITH SOLID COLOR BRICK REVERSE FACE OUTWARD)
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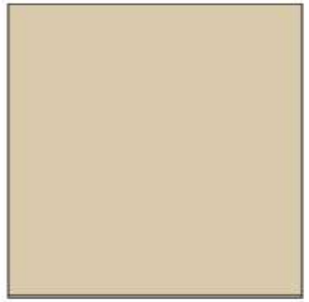
11. STONE BUILDING & ADDRESS SIGNAGE - "BAR GRAY" GRANITE
12. WALL-MOUNTED LIGHT FIXTURE - "BONE WHITE" HYNAR 5000
13. BIKE RACK & REFUSE ENCLOSURE GATES - PRIMED & PAINTED DUNN-EDWARDS DE6042 "BEAR IN MIND"
14. OFFICE REFUSE ENCLOSURE SPLIT-FACE CMU WALLS - PRIMED & PAINTED DUNN-EDWARDS DE6125 "CARVED WOOD"

1



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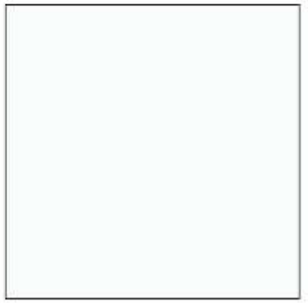


6 7 8 9 10 12

11

13

14

Sketch
Architecture Company
2454 East Southern Avenue, Mesa, Arizona 85205
ph 480.668.8015 fax 480.668.8032

CHANDLER AZ
SR SEMINARY
E. BROOKS FARM RD. & S. GILBERT RD.
CHANDLER, ARIZONA 85249

SAC Project Number:
2020-02

Exhibit T

ITEM 7

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-011

Date:	February 8, 2021
To:	Mayor and Council
Thru:	Marsha Reed, City Manager Joshua H. Wright, Assistant City Manager Derek D. Horn, Development Services Director
From:	Susan Fiala, Senior Planner
Subject:	PLH20-0023/PLT20-0037 Pecos and McQueen Retail
Request:	Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Neighborhood Commercial (C-1) uses Preliminary Development Plan Preliminary Plat
Location:	Southwest corner of Pecos and McQueen roads
Applicant:	Reese Anderson, Pew and Lake

Proposed Motion:

Move City Council continue PLH20-0023 Pecos and McQueen Retail, located at the southwest corner of Pecos and McQueen roads, to the February 25, 2021, City Council meeting, as recommended by Planning and Zoning Commission.

Background Data:

At the January 20, 2021, Planning and Zoning Commission meeting, Commission continued the case to their February 17, 2021, meeting for the purpose of holding a Design Review Committee meeting to address concerns regarding the proposed drive-through pads.

Surrounding Land Use Data:

N/A

Review and Recommendation

Planning and Zoning Commission recommends the City Council continue PLH20-0023/PLT20-0037 Pecos and McQueen Retail to the February 25, 2021, City Council meeting.

Planning and Zoning Commission Vote Report

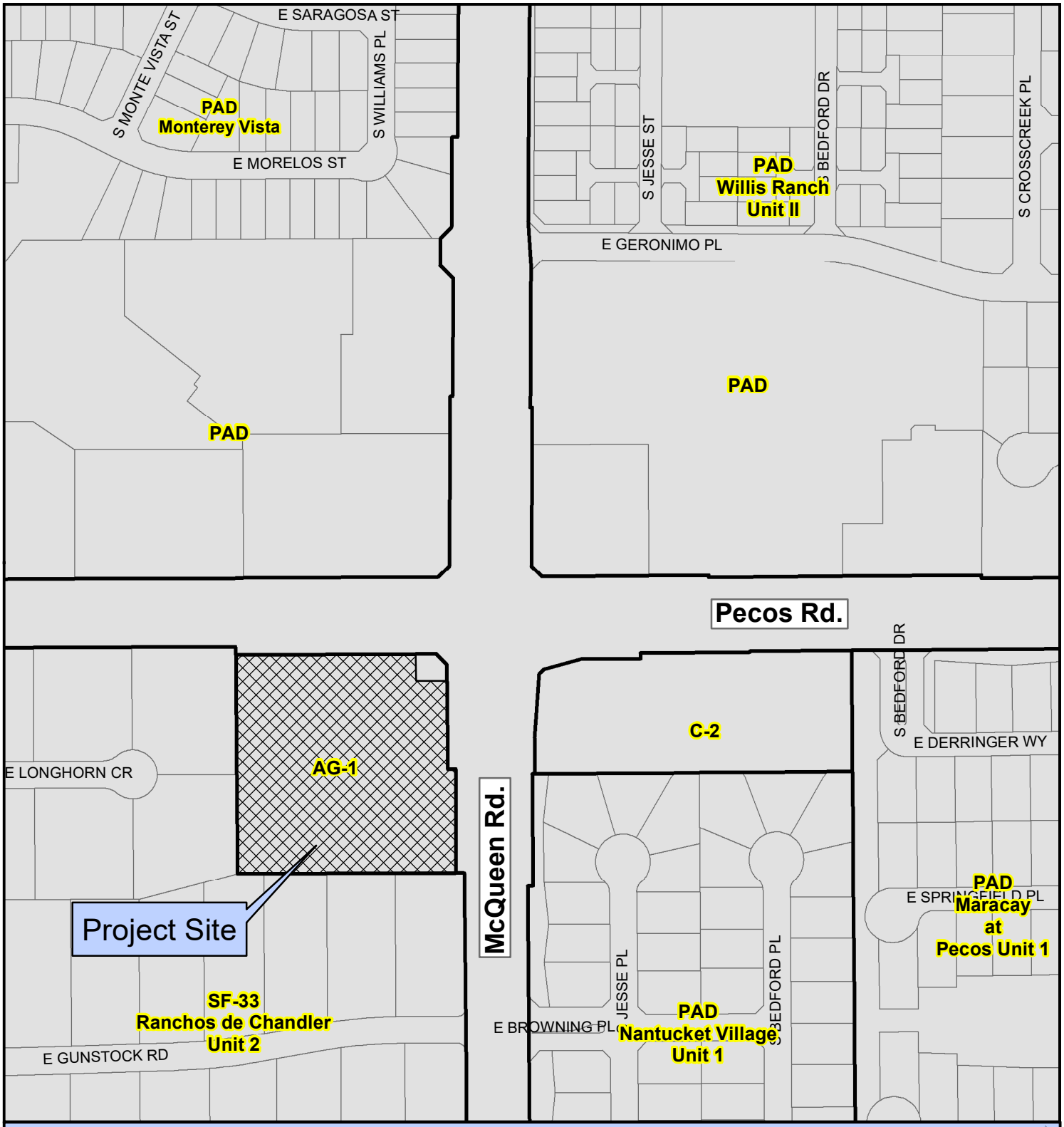
N/A

Recommended Conditions of Approval

N/A

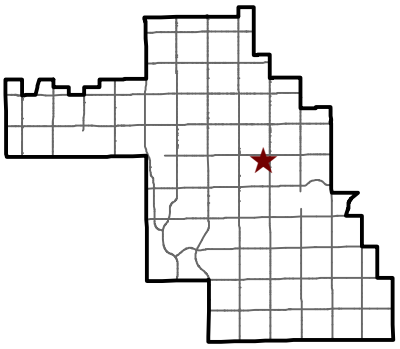
Attachments

Vicinity Maps



PLH20-0023/PLT20-0037 Pecos and McQueen Retail

Proposed Project Details
Rezone/PDP/Pre-Plat
3.5 Acres
Neighborhood Commercial Center

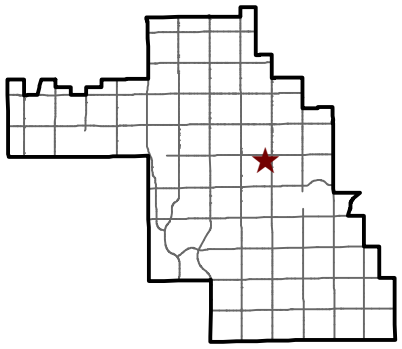


Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

PLH20-0023/PLT20-0037 Pecos and McQueen Retail

Proposed Project Details
Rezone/PDP/Pre-Plat
3.5 Acres
Neighborhood Commercial Center



Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-003

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Josh Wright, Assistant City Manager
Derek Horn, Development Services Director

From: Susan Fiala, Senior Planner
Subject: PLH20-0028 Hudson Crossings

Request: Rezoning from Planned Area Development (PAD) for multi-family residential to PAD for single-family residential

Location: East of the northeast corner of McQueen Road and the Loop 202 Santan Freeway
Applicant: Brennan Ray, Burch & Cracchiolo, P.A.

Proposed Motion:

Move City Council adopt Ordinance No.4954 approving PLH20-0028 Hudson Crossings, Rezoning from PAD multi-family to PAD single family for a single family development, located east of the northeast corner of McQueen Road and the Loop 202 Santan Freeway subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Site is approximately 6.39 net acres
- Site was zoned in 2007 as Planned Area Development (PAD) for multi-family (MF-3 standards), along with Area Plan Amendment on two acres of the 6.39 acre site from Special Use Commercial to High Density Residential 2007 approval included a stipulation requiring Preliminary Development Plan approval that was never submitted

Ordinance introduced and tentatively adopted on January 28, 2021.

Surrounding Land Use Data:

North	Willis Rd. then City Water Treatment Facility	South	Loop 202 Santan Freeway
East	Consolidated Canal	West	Single family residential (under construction)

General Plan and Area Plan Designations:

	Existing	Proposed

General Plan	Neighborhoods	No change
(Chandler Airpark Area Plan (CAAP)	High Density Residential (12.1- 18 du/ac)	Low-Medium Density Residential (3.6-8 du/ac)

Proposed Development

	Gated single family subdivision
# of Lots	43 single family lots
Density	6.73 dwelling units per acre
Building Setbacks (min.)	Front - 10 ft. to livable, 20 ft. to garage Sides - 5 ft. Rear - 20 ft. to livable, 10 ft. to patio (plans 3 and 4)
Lot Size	Min. 3,200 sq. ft., 40 ft. by 80 ft.
Lot Coverage (max.)	55 percent
Building Height (max.)	30 ft. to midpoint of peak
Building Architecture	Desert Contemporary, Modern Spanish, Mid-Century, Modern Prairie
Parking Spaces	Two car garages per home 11 visitor parking spaces
Amenities	Airport-themed tot lot and ramada

Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan designation of Neighborhoods and the proposed amendment to the Chandler Airpark Area Plan. The proposed density of 6.73 du/acre is lower than the existing site's multi-family zoning, which permits a density of up to 18 du/acre. The proposed density is also compatible with the 35 lot single family subdivision, located to the west, which is being developed at a density of 5.83 du/acre.

The subdivision is proposed as a gated community with unique site constraints including single vehicular access to an arterial road (McQueen Road) and located at the termination of a dead-end street (Willis Road). Due to the infill nature of the site, the Residential Development Standards (RDS) for subdivision layout are not applicable. However, the RDS guidelines remain applicable to the architectural design of the homes. The proposed single family residential subdivision meets the intent of development standards and residential design guidelines.

Staff finds the proposal to be consistent with the goals of the General Plan and the CAAP, as amended, and recommends approval subject to conditions.

Traffic Analysis

A Traffic Impact Study is not required for this size of residential development, as it is expected to generate less than 100 trips in an hour. Transportation Engineering staff reviewed and confirmed that both McQueen Road and Wills Road have ample capacity to accommodate the additional traffic generated by this proposed development.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A virtual neighborhood meeting was held on October 28, 2020. Two residents attended virtually and asked questions regarding construction of a sound wall and vehicular turns from Willis Rd. onto McQueen Rd. and heading west on the Loop 202 Santan Freeway. No opposition to the project was stated.
- As of writing this memo, Planning staff is not aware of opposition to the request.

Airport Commission Conflict Evaluation

Airport Commission meeting November 18, 2020.
Motion to find a conflict with existing or planned airport operations.

In Favor: 5 Opposed: 0 Absent: 2 (Siegel, Kruse)

The Airport Commission reviewed the request in accordance with the Airport Conflicts Evaluation Process. The Airport Planning Administrator has issued a conflict evaluation report indicating that the Airport Commission determined that the proposed development does constitute a conflict with existing or planned airport operations. A copy of the report detailing the Airport Commission's findings is attached to this memo. The Airport Commission's recommended mitigation measures to address the operational conflicts are included as zoning stipulations.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting January 6, 2021.
Motion to Approve.

In Favor: 6 Opposed: 0 Absent: 1 (Heumann)

Recommended Conditions of Approval

Rezoning
Planning and Zoning Commission recommends the City Council approve rezoning from PAD multi-family to PAD single family, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Hudson Crossings" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0028, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
4. Minimum setbacks shall be as provided below and further detailed in the Development Booklet:

Front Building Setback (min.)	10 feet to livable, 20 feet to garage
Side Building Setback (min.)	5 feet
Rear Building Setback (min.)	20 feet to livable, 10 feet to patio (plans 3 and 4)

5. The following stipulations shall be the responsibilities of the sub-divider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler:

a. Prior to any lot reservation or purchase agreement, any and all prospective homebuyers shall

be given a separate disclosure statement, for their signature, fully acknowledging that this subdivision lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this subdivision to the Chandler Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property.
b. The subdivider/homebuilder/developer shall also display, in a conspicuous place within the sales office, a map illustrating the location of the subdivision within the Airport Impact Overlay District, as well as the noise contours and overflight patterns, as identified and depicted in the document entitled Chandler Municipal Airport, F. A. R. Part 150, Noise Compatibility Study, Noise Compatibility Program, Exhibit 6A (Potential Airport Influence Area), as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98). Such map shall be a minimum size of 24" x 36".
c. Compliance with this condition shall be demonstrated by the subdivider/homebuilder/developer by submittal of a signed affidavit and photograph that acknowledges this disclosure and map display prior to beginning any sales activity. Failure to comply with this condition will result in revocation of the Administrative Use Permit for the temporary sales office. All requirements as set forth in this condition are the obligation of the subdivider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler.
d. The above referenced information shall also be included within the Subdivision Public Report to be filed with the State of Arizona Department of Real Estate, as required by Arizona Revised Statute 28-8486 and Arizona Revised Statute 28-8464.
e. The subdivider/homebuilder/developer shall provide the City with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.
f. All homes and buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.
g. The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and overflight activity, and is encumbered by an avigational easement to the City of Chandler."

6. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a heliport at the Chandler Municipal Airport that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a heliport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the subdivider/homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.
7. The development shall provide sound attenuation measures in accordance with ADOT standard details and requirements excepting any decibel reductions or sound attenuation credits for the use of a rubberized asphalt paving surface. Any noise mitigation, if required, is the responsibility of the development.
8. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a City of Chandler wastewater treatment facility that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual

lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a wastewater treatment facility, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

9. Homebuilder will advise all prospective homebuyers of the information on future City facilities contained in the City Facilities map found at www.chandleraz.gov/infomap, or available from the City's Communication and Public Affairs Department. The homebuilder shall post a copy of the City Facilities map in the sales office showing the location of future and existing City facilities.

Attachments

Ordinance No. 4954

Vicinity Maps

Airport Conflict

Development Booklet, Attachment A

ORDINANCE NO. 4954

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING PARCELS FROM PLANNED AREA DEVELOPMENT (PAD) FOR MULTI-FAMILY TO PLANNED AREA DEVELOPMENT (PAD) FOR SINGLE-FAMILY AS REPRESENTED IN CASE PLH20-0028 (HUDSON CROSSINGS) LOCATED EAST OF THE NORTHEAST CORNER OF MCQUEEN ROAD AND THE SANTAN 202 FREEWAY WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, the application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days' notice of time, place and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to said public hearing; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Legal Description of Property:
As described in *EXHIBIT 'A'*

Said property is hereby rezoned from Planned Area Development (PAD) for multi-family to Planned Area Development (PAD) for single-family, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Hudson Crossings" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0028, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

4. Minimum setbacks shall be as provided below and further detailed in the Development Booklet:

Building Setbacks (min)	
Front	10 ft. to livable, 20 ft. to garage
Sides	5 ft.
Rear	20 ft. to livable, 10 ft. to patio (plans 3 and 4)

5. The following stipulations shall be the responsibilities of the sub-divider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler:

   a) Prior to any lot reservation or purchase agreement, any and all prospective homebuyers shall be given a separate disclosure statement, for their signature, fully acknowledging that this subdivision lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this subdivision to the Chandler Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property.

   b) The subdivider/homebuilder/developer shall also display, in a conspicuous place within the sales office, a map illustrating the location of the subdivision within the Airport Impact Overlay District, as well as the noise contours and overflight patterns, as identified and depicted in the document entitled *Chandler Municipal Airport, F. A. R. Part 150, Noise Compatibility Study, Noise Compatibility Program, Exhibit 6A (Potential Airport Influence Area),* as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98). Such map shall be a minimum size of 24" x 36".

   c) Compliance with this condition shall be demonstrated by the subdivider/homebuilder/developer by submittal of a signed affidavit and photograph that acknowledges this disclosure and map display prior to beginning any sales activity. Failure to comply with this condition will result in revocation of the Administrative Use Permit for the temporary sales office. All requirements as set forth in this condition are the obligation of the subdivider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler.

d) The above referenced information shall also be included within the Subdivision Public Report to be filed with the State of Arizona Department of Real Estate, as required by Arizona Revised Statute 28-8486 and Arizona Revised Statute 28-8464.

e) The subdivider/homebuilder/developer shall provide the City with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.

f) All homes and buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.

g) The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and overflight activity, and is encumbered by an avigational easement to the City of Chandler."

6. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a heliport at the Chandler Municipal Airport that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a heliport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the subdivider/homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

7. The development shall provide sound attenuation measures in accordance with ADOT standard details and requirements excepting any decibel reductions or sound attenuation credits for the use of a rubberized asphalt paving surface. Any noise mitigation, if required, is the responsibility of the development.

8. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a City of Chandler wastewater treatment facility that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot

property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a wastewater treatment facility, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

9. Homebuilder will advise all prospective homebuyers of the information on future City facilities contained in the City Facilities map found at www.chandleraz.gov/infomap, or available from the City's Communication and Public Affairs Department. The homebuilder shall post a copy of the City Facilities map in the sales office showing the location of future and existing City facilities.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4954 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

EXHIBIT 'A'
Legal Description

That part of the Northeast quarter of the Southwest quarter of Section 2, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying West of the existing right of way of the Consolidated Canal as shown in Book 145 of Maps, Page 46 and North of the existing right of way of the San Tan Freeway, as described in Order for Immediate Possession, recorded in Document No. 2003-266650, records of Maricopa County, more particularly described as follows:

Commencing at a found brass cap flush marking the West quarter corner of said Section 2, from which a 1" pipe marking the Center of said Section 2 bears North 89 degrees 17 minutes 08 seconds East (Basis of Bearing) a distance of 2640.06 feet;

Thence along the North line of said Southwest quarter of Section 2 and the monument line of E. Willis Road, North 89 degrees 17 minutes 08 seconds East a distance of 1320.03 feet to a point on the Easterly line of the FINAL PLAT FOR WILLIS GATED COMMUNITY, as recorded in Book 1256 of Maps, Page 41, records of Maricopa County, Arizona and the **Point of Beginning**;

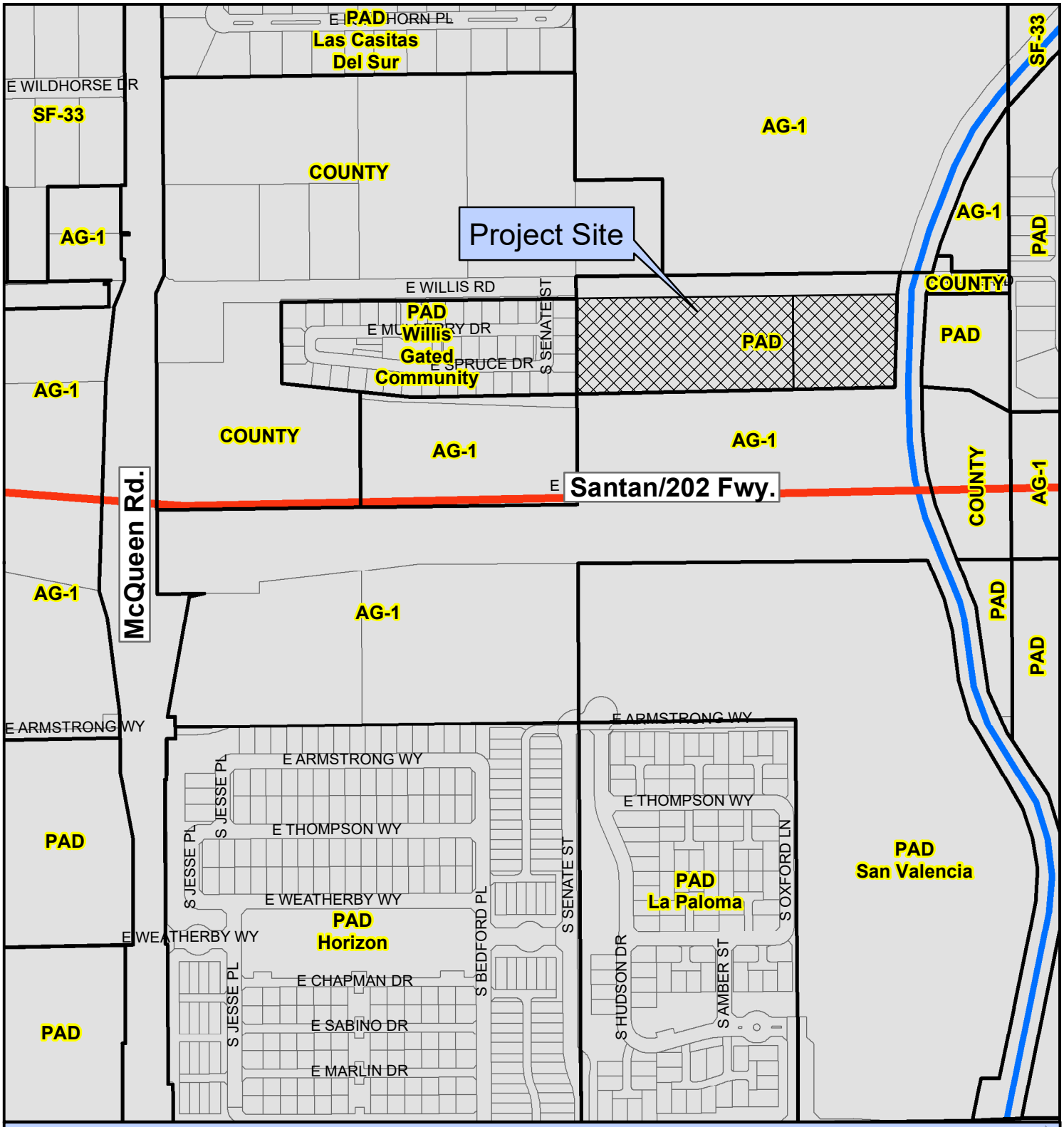
Thence continuing North 89 degrees 17 minutes 08 seconds East a distance of 977.43 feet to a point on the Westerly right of way line of the Consolidated Canal as shown in Book 145 of Maps, Page 46, records of Maricopa County, Arizona;

Thence along said Westerly line, South 01 degrees 13 minutes 08 seconds West a distance of 33.02 feet;

Thence continuing along said Westerly line, South 01 degrees 09 minutes 11 seconds West a distance of 282.19 feet to a point on the North right of way line of said San Tan Freeway, as described in Order for Immediate Possession, recorded in Document No. 2003-266650, records of Maricopa County;

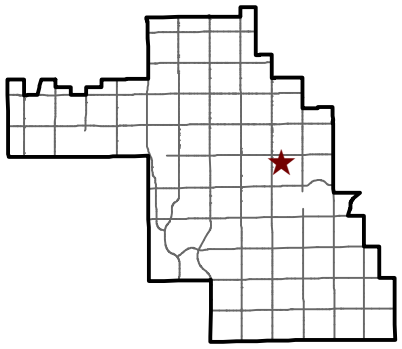
Thence along said North right of way line, South 88 degrees 47 minutes 05 seconds West a distance of 969.27 feet to a point said Easterly line of the FINAL PLAT FOR WILLIS GATED COMMUNITY;

Thence along said Easterly line, North 00 degrees 20 minutes 24 seconds West a distance of 323.53 feet to the **Point of Beginning**;



PLH20-0066/PLH20-0028/PLT20-0032 Hudson Crossings

Proposed Project Details
Area Plan Amendment/Rezone/PDP/Pre-Plat
6.39 Acres
43 Lots
Single Family Subdivision

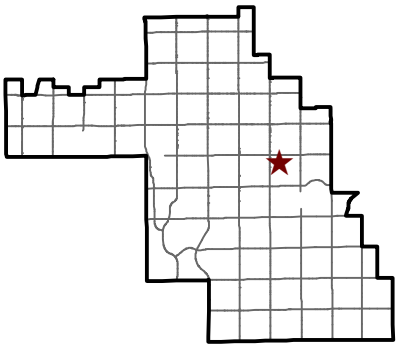


Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

PLH20-0066/PLH20-0028/PLT20-0032 Hudson Crossings

Proposed Project Details
Area Plan Amendment/Rezone/PDP/Pre-Plat
6.39 Acres
43 Lots
Single Family Subdivision



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chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

CHANDLER
arizona

MEMORANDUM **Airport - Memo No. 21-023**

DATE: November 19, 2020

TO: Kevin Mayo, Planning Administrator

FROM: Chris Andres, Airport Planning Administrator *CA*

SUBJECT: Airport Conflict Evaluation
PLH20-0028 Hudson Crossings
East of the Southeast corner of McQueen and Willis Roads

At their November 18, 2020 meeting, the Chandler Airport Commission ("Commission") discussed the Hudson Crossings single family residential project located east of the Southeast corner of McQueen and Willis Roads.

Finding: The Commission determined the proposed development **constitutes a conflict** with existing or planned airport uses.

Conflict(s) Cited: The proposed development contains 43 single-family residential units and the site will experience aviation noise and vibration impact from aircraft in the normal traffic pattern and arrival and departure routes. Approximately 105 residents would be expected to be exposed to aircraft noise at this location.

Conflict Resolution(s): If the development is approved, physical and administrative corrective actions should be employed including, without limitation:

> Physical corrective actions: (1) construction of all units built with noise attenuation construction materials and techniques to reduce the ambient interior noise levels to less than 45 decibels; (2) installation of at least one roadway-style sign in a prominent location identifying the presence of low flying aircraft;
>
> Administrative corrective actions: (1) all prospective purchasers of property in the subdivision should be required to sign separate disclosure statements, acknowledging (i) the proximity to the Chandler Airport (including the heliport), and (ii) the potential for impact from aviation noise and vibrations; (2) all prospective purchasers of property should be required to sign the disclosure statements before

a purchase contract is signed and again at the transaction closing; (3) dedication of an avigational easement to the City; (4) display of a large size map in the onsite sales office identifying the Airport Impact Overlay District, the noise contours and overflight patterns as depicted in Exhibit 6A in the FAR Part 150 Noise Compatibility Study document as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98), and the noise contours as identified in the Chandler Airpark Area Plan; (5) submittal of a signed affidavit and photograph of the prior referenced map display to the Zoning Administrator; (6) inclusion of an affirmative disclosure statement on the final plat; (7) inclusion of the physical and administrative corrective actions in the Subdivision Public Report that is submitted to the Arizona Department of Real Estate.

Commission Members in Attendance: Chairman Dave Sperling, Vice Chair Chris Hawley, Sherri Koshiol, Robert Bozelli and Sky McCorkle were in attendance. This attendance represented a quorum.

The Commission voted 5-0 to forward a report to the Planning Administrator indicating the finding noted above.

cc: David De La Torre, Planning Manager
Susan Fiala, City Planner

Attachment: Airport Conflict Evaluation

CHANDLER arizona

MEMORANDUM **Airport - Memo No. 21-022**

Date: November 18, 2020

To: Chandler Airport Commission

Through: Joshua Wright, Assistant City Manager

From: Chris Andres, Airport Planning Administrator *CA*

Subject: Agenda Item 4.a – Airport Conflict Evaluation
PLH20-0028 Hudson Crossings
East of the Southeast corner of McQueen and Willis Roads

Recommendation

Staff recommends the Airport Commission ("Commission") present an Airport Conflict Evaluation (ACE) report to the Zoning Administrator and City Council with a finding of "conflict with airport uses" for the proposed Hudson Crossings single family residential development.

Background

The approximately 6.4 acre site near the southeast corner of McQueen and Willis roads (*Exhibit A - Vicinity Map, Exhibit B - Property Location*) and is zoned Planned Area Development (PAD) for multifamily residential. Adjacent land uses include a City of Chandler water treatment facility to the north; the Consolidated Canal to the east; the Loop 202 freeway to the south; and a single family subdivision to the west.

The site is approximately 0.57 miles to the north of the Airport property line and is not located within any noise contours *(Exhibit A- Vicinity Map)*.

The proposed project is an approximately 43 unit single family residential development with 6.56 dwelling units per acre (du/ac) *(Exhibit C - Site Plan)*. The Applicant's request is to:

- Amend the Chandler Airpark Area Plan from High Density Residential to Low-Medium Density residential;

- Replace the existing Planned Area Development (PAD) zoning allowing for multifamily residential to Planned Area Development with Preliminary Development Plans for single family residential, site layout, and building architecture.

The City of Chandler General Plan designates the property for Neighborhoods and the Chandler Airpark Area Plan designates the property as High Density Residential (*Exhibit D – Chandler Airpark Area Plan Land Use Plan).* Goal 5.0 of the Land Use Element of the Chandler Airpark Area Plan is "to protect the Airport from incompatible land uses" and Policy 5.1 states that "the City shall consider flight tracks, noise patterns, and Airport safety zones when determining the appropriateness of proposed developments."

Analysis

The proposed single family residential land use would reduce the number of residents exposed to aircraft noise. The land is currently undeveloped and the project would add 43 dwelling units under the flight traffic pattern, thereby increasing the number of residents exposed to aircraft noise. Per the Chandler Airpark Area Plan (page 2-9), the planned population per dwelling unit for Low-Medium Density Residential is 2.5. Based on the development intensity, approximately 105 residents would be expected to experience aircraft noise at this location.

The property is not located within an airport noise contour and will experience daily overflights from aircraft in the normal traffic pattern.

The proposed development will experience daily overflights from aircraft in the normal airport traffic pattern (Exhibit E – Flight Tracks). Flight operations are typically between sunrise and sunset and, at this location, the flight traffic pattern altitude is approximately 800 feet above ground level. Outdoor activities are especially susceptible to overflight noise, depending on the nature of the activity. Residences under or near the flight traffic pattern are a significant source of noise complaints for the Airport.

Based on the maximum allowable building heights, the proposed development does not appear to pose a hazard to flight safety or be an airspace obstruction.

Due to the site's proximity to the Airport, the developer will need to file a Notice of Proposed Construction (FAA Form 7460-1) with the Federal Aviation Administration for the final structure heights, including all rooftop antennas, parapets, and other objects and light poles and temporary construction equipment. The form can be submitted online at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.

Airport Conflict Evaluation Process

In January 2002, the City Council adopted an Airport Conflicts Evaluation (ACE) Process policy requiring any zoning changes within the nine-square mile Chandler Airpark Area to be reviewed by the Commission to determine if the use and/or development will be a conflict with current and future airport operations. The ACE policy outlines the Commission's tasks as they relate to this review:

1. The Commission's determination as to whether conflicts exist between the proposed development and airport uses;
2. If conflicts exist, the specific areas of conflict;
3. If conflicts exist, a statement of corrective actions which can be taken, if there are any;
4. The Commission Members voting in support of the Commission's determination and those members voting in opposition to the Commission's determination.

Airport staff provides the Commission with information and a recommendation regarding the proposed project and the conflict evaluation process. Staff will compile and forward an ACE report that summarizes the Commission's discussion and findings to the Zoning Administrator. Planning staff will report the Commission's findings regarding potential for airport conflicts to Planning and Zoning Commission and to City Council.

Findings

1. *The Airport Commission's determination as to whether conflicts exist between the proposed development and airport uses*. **A conflict exists between the proposed development and proposed airport uses.**

2. *If conflicts exist, the specific areas of conflict*. **The proposed development contains 43 single family residential units and the site will experience aviation noise and vibration impact from aircraft in the normal traffic pattern and arrival and departure routes. Approximately 105 residents would be expected to be exposed to aircraft noise at this location.**

3. *If conflicts exist, a statement of corrective actions which can be taken, if there are any*. **If the development is approved, physical and administrative corrective actions should be employed including, without limitation:**

   Physical corrective actions: (1) construction of all units built with noise attenuation construction materials and techniques to reduce the ambient interior noise levels to less than 45 decibels; (2) installation of at least one

roadway-style sign in a prominent location identifying the presence of low flying aircraft;

Administrative corrective actions: (1) all prospective purchasers of property in the subdivision should be required to sign separate disclosure statements, acknowledging (i) the proximity to the Chandler Airport (including the heliport), and (ii) the potential for impact from aviation noise and vibrations; (2) all prospective purchasers of property should be required to sign the disclosure statements before a purchase contract is signed and again at the transaction closing; (3) dedication of an avigational easement to the City; (4) display of a large size map in the onsite sales office identifying the Airport Impact Overlay District, the noise contours and overflight patterns as depicted in Exhibit 6A in the FAR Part 150 Noise Compatibility Study document as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98), and the noise contours as identified in the Chandler Airpark Area Plan; (5) submittal of a signed affidavit and photograph of the prior referenced map display to the Zoning Administrator; (6) inclusion of an affirmative disclosure statement on the final plat; (7) inclusion of the physical and administrative corrective actions in the Subdivision Public Report that is submitted to the Arizona Department of Real Estate.

4. *The Airport Commission Members voting in support of the Airport Commission's determination and those members voting in opposition to the Airport Commission's determination*. **This information will be determined through Commission discussion and action.**

Public Meetings

One online neighborhood meeting was held on Tuesday, October 27, 2020. No airport issues were identified by the attendees.

Proposed Motion

Move to present an Airport Conflict Evaluation (ACE) report to the Zoning Administrator and City Council with a finding of "conflict with airport uses" for the proposed Hudson Crossing single family residential development.

Attachments

A. Vicinity Map
B. Property Location
C. Site Plan
D. Chandler Airpark Area Plan Land Use Plan
E. Flight Tracks

Exhibit A: Vicinity Map

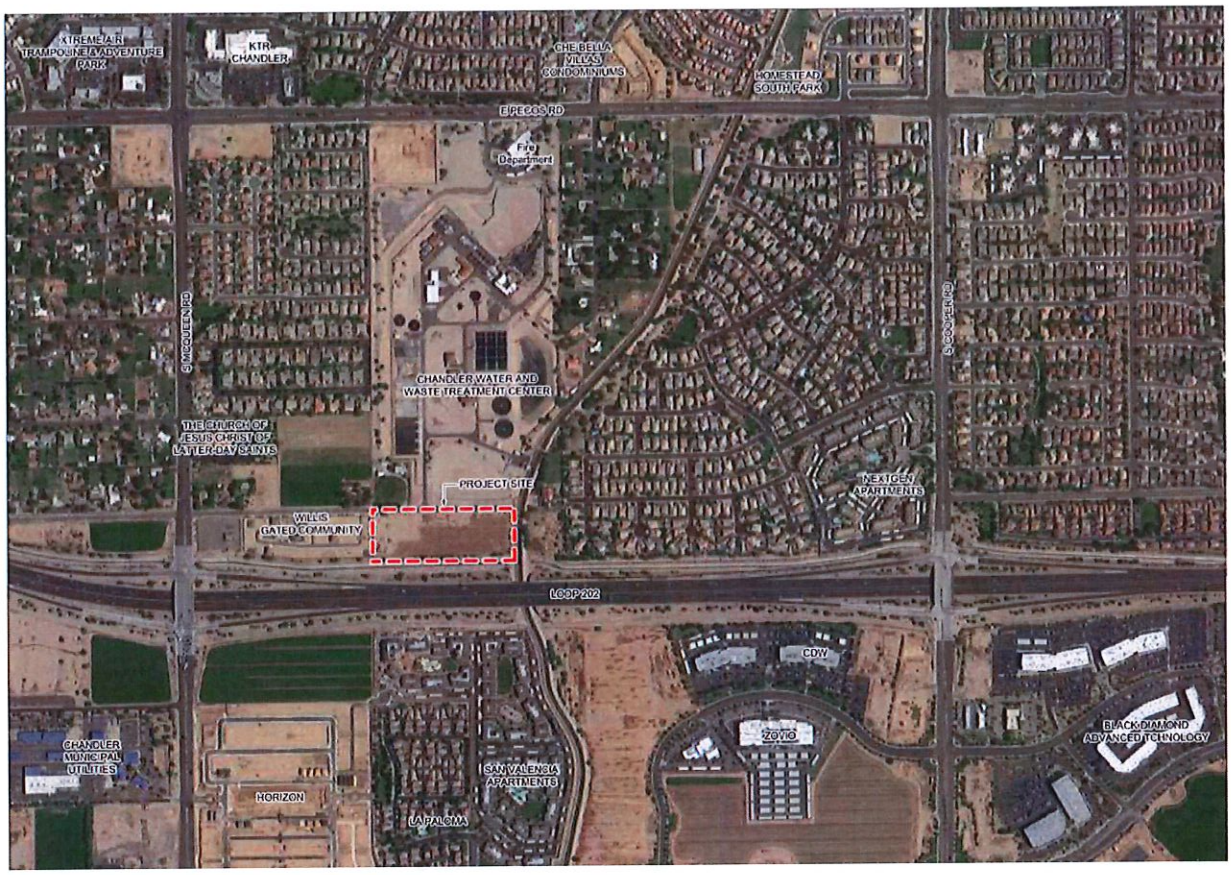


Exhibit B: Property Location

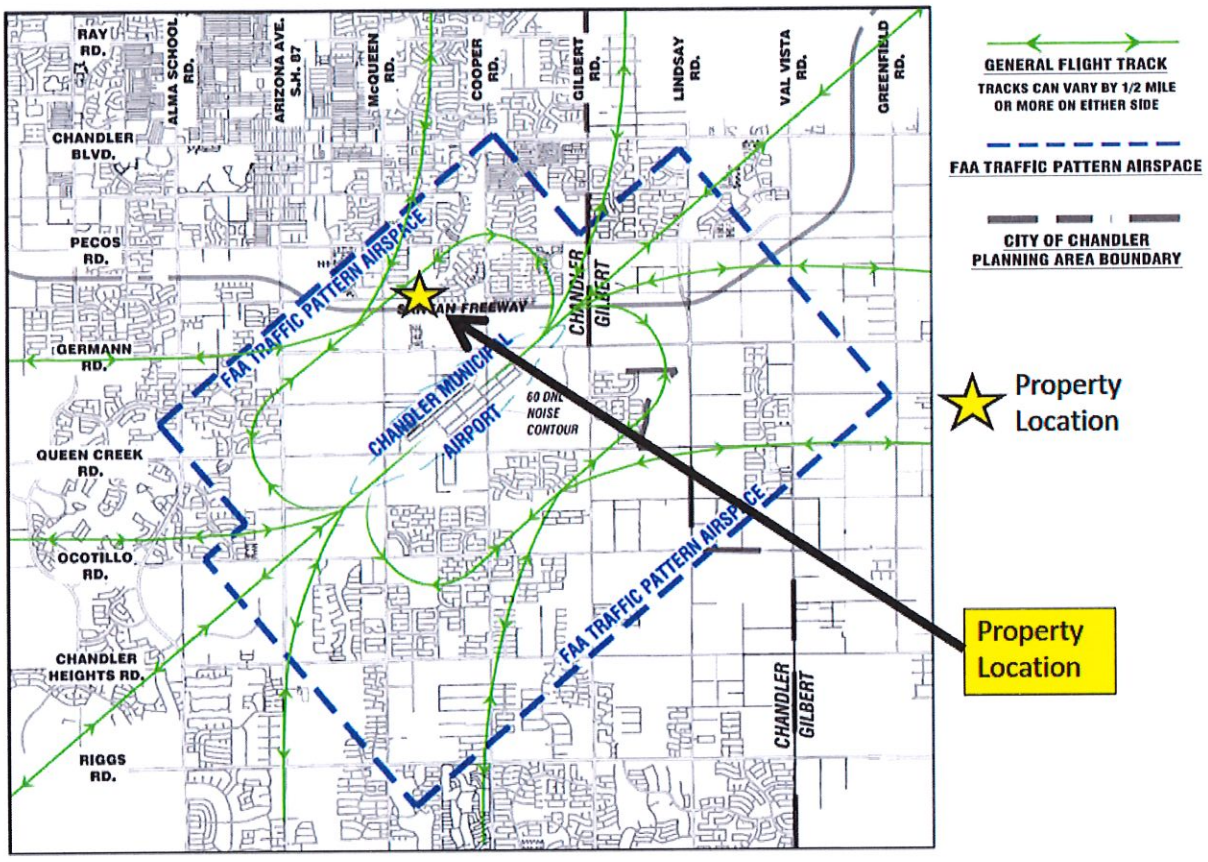


Exhibit C: Site Plan

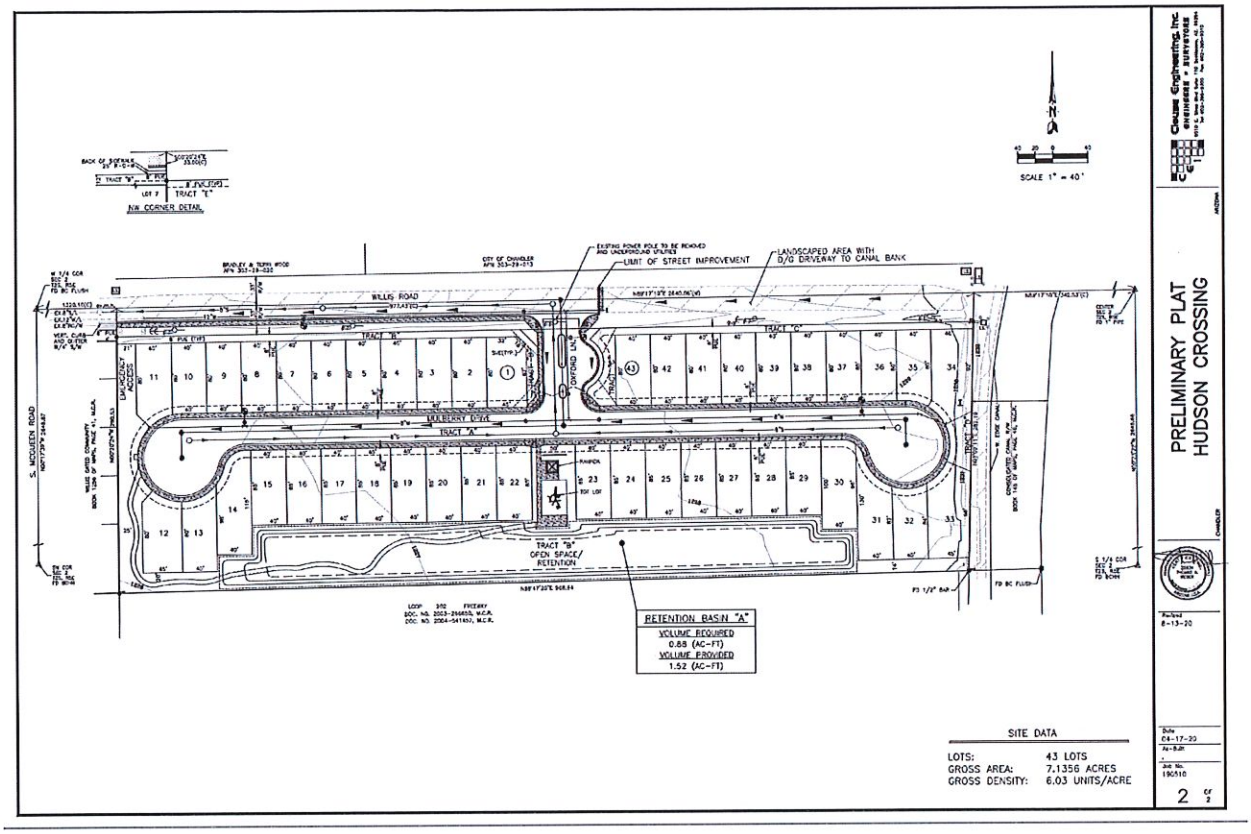


Exhibit D: Chandler Airpark Area Plan Land Use Plan

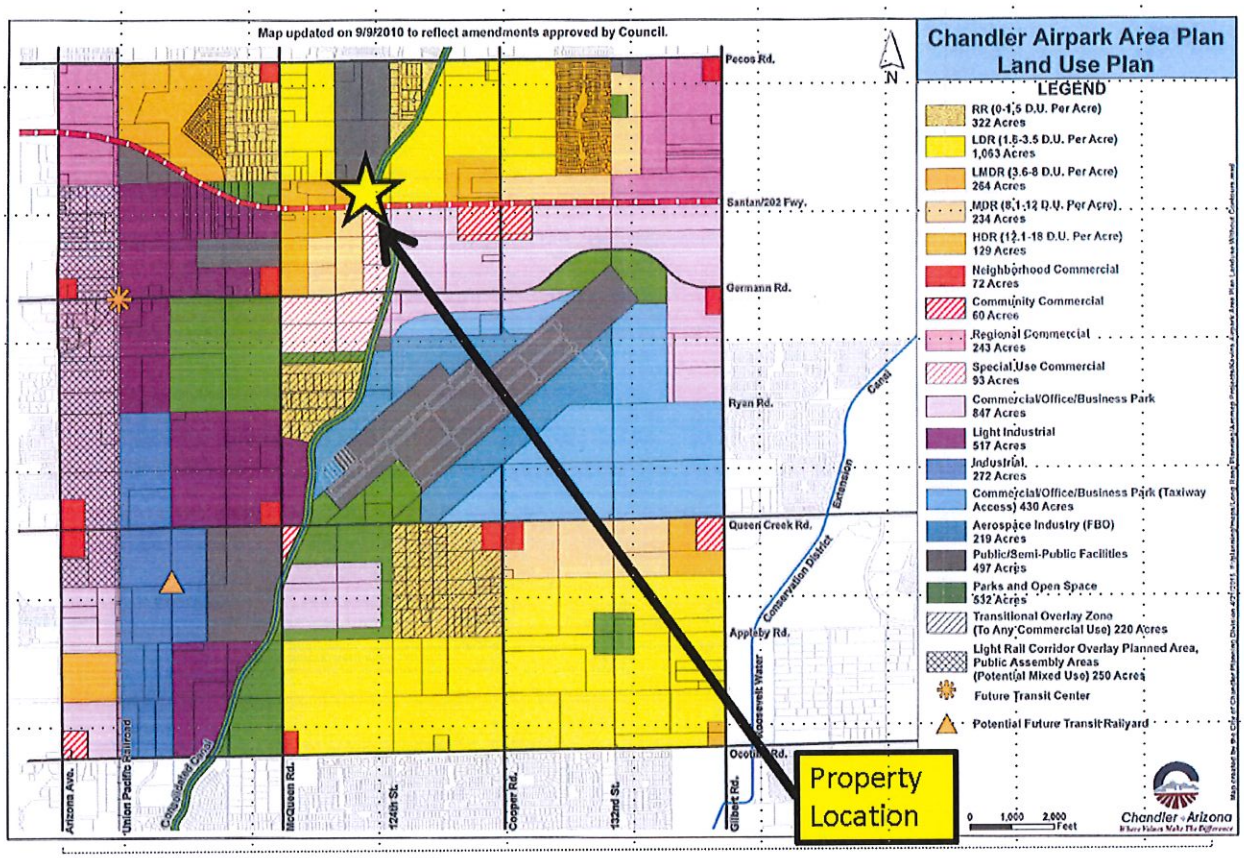
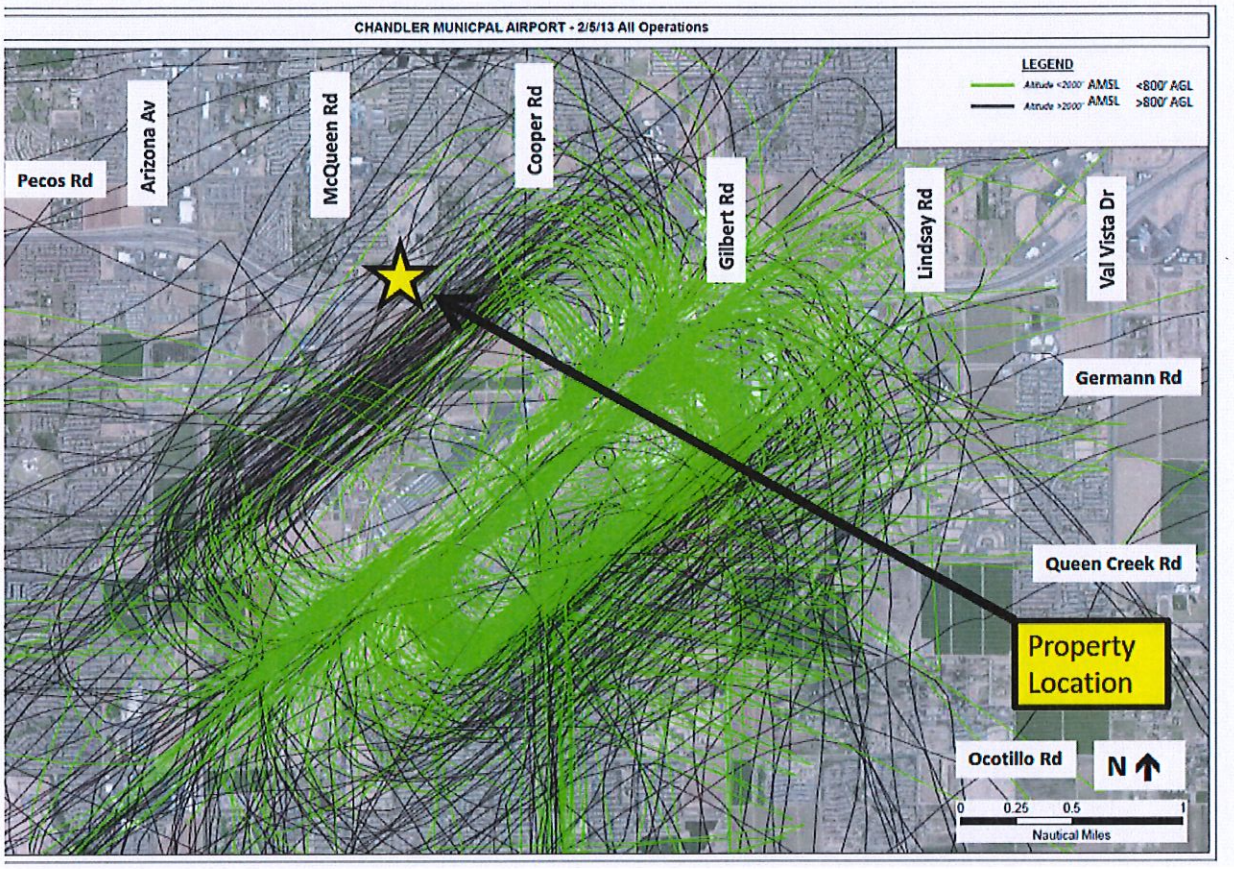


Exhibit E: Flight Tracks

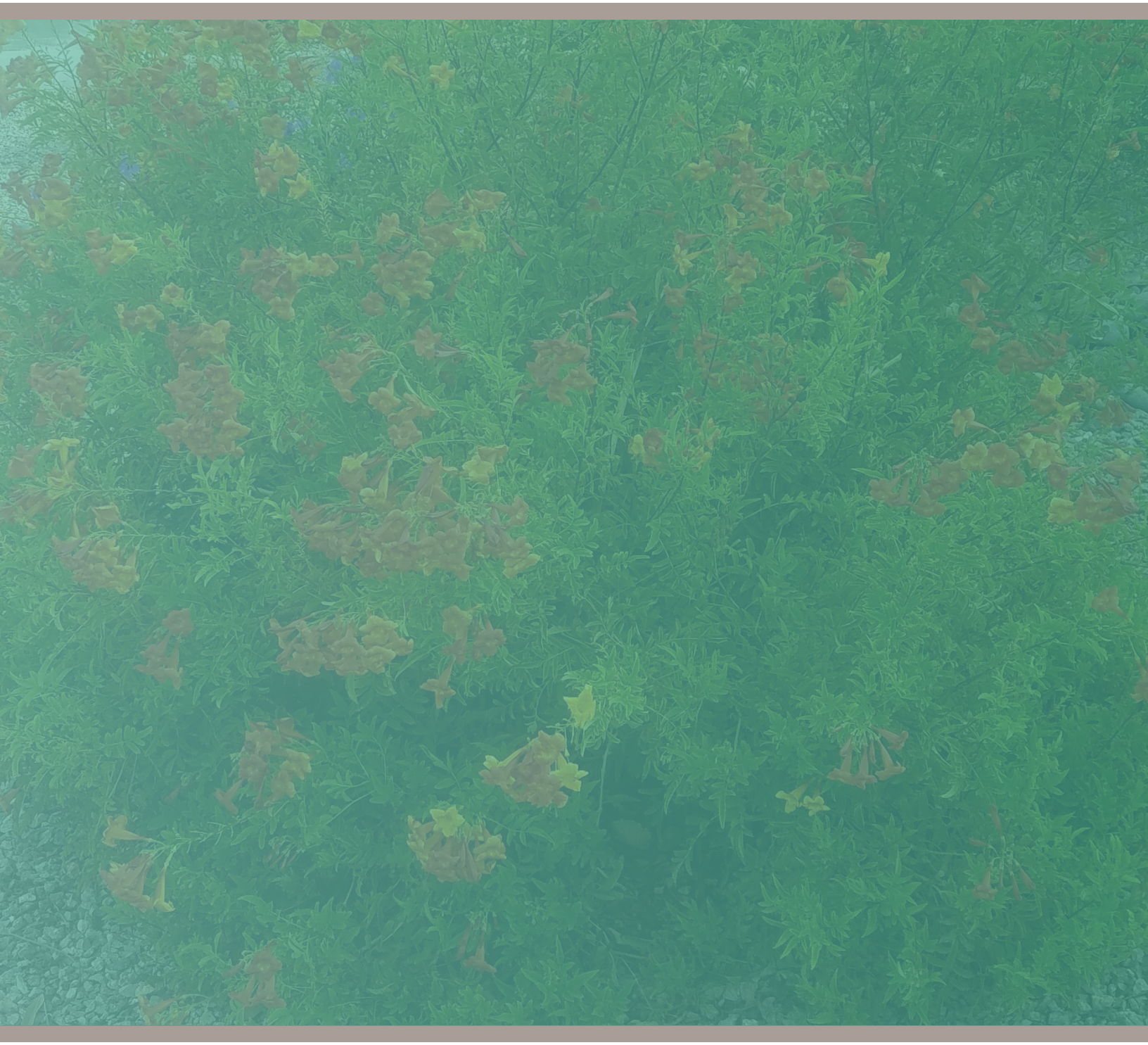


HUDSON CROSSINGS

A RESIDENTIAL PURSUITS INVESTMENT

Area Plan Amendment,
Rezoning with Preliminary Development Plan, Preliminary Plat

DECEMBER 2020



DEVELOPER:

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PROJECT INFORMATION:

Project Location:	Chandler, Arizona 85286
Request:	Approval of Area Plan Amenmdment, Rezoning Preliminary Development Plan (PDP) & Preliminary Plat (PPT)
	Planned Area Development (PAD) Vacant
Gross Area	7.13 Ac.
Net Area:	6.39 Ac.
Maximum Proposed Dwelling Units:	43 Lots.
Maximum Proposed Density:	6.73 Du./Ac.
Open Space:	2.36 Ac.

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Introduction

Residential Pursuits Investments, LLC (RPI) is excited to bring Hudson Crossings, a new single-family residential development located east of the southeast corner of McQueen Road and Willis Road (the "Site"). The Site is approximately 7.13 gross (6.39± net) acres. Hudson Crossings is a gated community that offers future residents a sense of community and opportunities to interact together as families and as a neighborhood. Hudson Crossings will contain 43 lots at a density of approximately 6.73 du/net acre. As is discussed in greater detail below, RPI is requesting:

- An amendment to the Airpark Area Plan changing the designation from High-Density Residential (12.1-18 du/ac) to Low-Medium Density Residential (3.6-8 du/ac);
- The Site be rezoned to Planned Area Development (PAD) for Single-Family Residential;
- Preliminary Development Plan (PDP) approval; and
- Preliminary Plat approval.

Hudson Crossings makes good land use on this challenging, infill Site adjacent to the Loop 202 Freeway and the City's water treatment facility. The proposed development will be compatible with neighboring developments and will provide an attractive presence in the area.

Background

Under the City of Chandler's General Plan, the Site is designated as Neighborhoods and is zoned PAD Single-Family Residential. Additionally, the Site is designated under the City's Airpark Area Plan as High Density Residential (12.1-18 du/ac). The HDR designation has existed on the Site since the Airpark Area Plan was adopted in 1998. Hudson Crossings meets the objectives of the City's General Plan and demonstrates compatibility between new development and existing neighborhoods by incorporating a compatible lot size and product type.

Area Plan Amendment

As previously discussed, RPI requests an amendment to the Airpark Area Plan to reduce the density permitted on the Site, from HDR to LMDR. Much of the immediate area is established also with a variety of single-family residential densities. Hudson Crossings incorporates a different product type of a similar but varied density to the surrounding area, which creates a diverse housing market. The proposed amendment is in keeping with the residential developments in the area and along Willis Road.

Planned Area Development and Preliminary Development Plan

RPI's proposed PAD and PDP is for a quality single-family subdivision that is compatible with the City's General Plan, proposed Area Plan Amendment, and the surrounding area. Hudson Crossings will contain 43 lots that are a minimum of 40 ft. x 80 ft. (3,200 square feet). (See **Exhibit D: Development Plan** and **Exhibit E: Landscape Plans**). The sole point of access to the Site is from Willis Road. Willis Road is proposed to terminate at the entrance; however RPI is providing a 5-foot sidewalk from where Willis Road ends to the Paseo Trail for residents and passers-by to access the trail system. Emergency fire access is provided along the Site's western boundary. Hudson Crossings also provides a minimum 30-foot open space buffer along the south edge of the Site.

The development will contain approximately 2.36 acres of open space, which is approximately 36.93%. (See **Exhibit F: Open Space Plan**). The open space has been dispersed throughout the Site to provide efficient retention as well as visual relief across the development. A 1.09 acre amenity area is centrally located. (See **Exhibit G: Amenity Plan**). This amenity area will be easily accessible to all of the residents, supporting recreational activity and social interaction. As a major component of the community's identity, the amenity area will complement the architectural style of the homes, and the landscape accents will incorporate desert material and natural colors. The amenity area will feature open space turf, play features, and a shaded seating area. The five-foot attached sidewalks throughout the community to encourage pedestrian connectivity. (See **Exhibit H: Pedestrian Circulation Plan**).

The interior and exterior landscape theming of Hudson Crossings will feature Modern and Contemporary design elements and motifs that continue to establish the community's theming (See **Exhibit E: Landscape Plans**). The design of the perimeter walls reflects the quality and character of the community. Also, the community mailbox cluster matching the specific theme wall design will be located for convenient access to all residents near the amenity area. (See **Exhibit I: Wall Plan** and **Exhibit J: Wall Details**). The entrance will include an entry monument sign with wrought iron pin steel lettering. (See **Exhibit J: Details**).

Residential Development Standards

The City's Residential Development Standards (RDS) are not applicable to the Site given its in-fill character. Because of the nature of the Site, the RDS allows the City Council to depart from the guidelines of the RDS if a Site is an in-fill proposal involving a small or irregularly shaped parcel, located within a developed residential neighborhood and immediately contiguous to existing land uses and physical barriers such as streets, canals, etc. The Site meets this consideration. Notwithstanding the inapplicability of the RDS, Hudson Crossings has been developed to meet the spirit and intent of the RDS.

Subdivision Diversity Elements:

Sense of neighborhood arrival - Monument entry with development name & enhanced landscape

Distinctive project themes - Specialized fencing & accent wall details

Irregularly shaped retention areas - Single rectangular basin not used & maximum 4:1 slopes

Retention areas useable & accessible - Easy access to ramada & tot-lot amenity area

Landscaped parkway - 8'-0" landscaped tract along Willis Road

Staggers or other visual breaks - Walls include columns & pilasters that relieve linear perimeters

Cul-de-Sacs with a diversity feature - Includes access to common open space

Architectural Diversity Elements:

Four-sided architecture - Continued materials on all sides of the building visible from the arterial streets

Variety of roofing - Concrete slate or "S" roof tiling included with 12 color schemes

Durable exterior materials and finishes - Brick, masonry, stone, and stucco facades are used

"Box-on-box" (two story) Includes single story element - Rear elevations, second story plane changes, and multiple roofs with different ridge orientations (such as patios)

Standard covered rear patios - All floor plans

Minimum of three significant architectural style differences - Desert Contemporary, Modern Spanish, Mid-Century Modern, and Modern Prairie

Prohibits the same front elevations - Adjoining homes or across the street are to be alternate elevations

Standard feature access facade material - Stone or brick veneers and wood tiles are included on at least one elevation for all floor plans

Distinctive architectural details - Such as covered front porches, entry doors with glass panels, stucco trim, metal awnings, and low wall and gate feature for side patio entry

Defined front yard outdoor living spaces - Front porches on at least one elevation for each floor plan

Break up of main ridgeline on roof slopes - Elevations include a variety of ridgelines, and dimensions of roof slopes

Variety of front yard landscape packages - 24" Box or 15gal accent trees, upright or foundation shrubs (1 and 5 gal.), and groundcovers are included within the front yard packages

Housing Product

The architecture and character of Hudson Crossings will provide diversity throughout the community and the surrounding area. The architectural character is influenced with modern-contemporary characteristics through the use of contrasting gray and brown color tones, vertical sidings, and building accents. The proposed elevations include differing architectural styles found across the Southwest from Texas to Southern California and fuses them together with a Southwest twist. This genre involves a composite of Desert Contemporary, Modern Spanish, Mid-Century, and Modern Prairie themes. Identifiable elements and characteristics of the different styles include the following:

- Gabled roofing that accentuates concrete 'S' and horizontal roof tiling
- Various shading effects through second story dimension changes, and patio overhangs
- Building accents such as brick, decorative tile and stone
- Refined modern forms and geometry
- Emphasis on balanced vertical and horizontal lines
- Asymmetry
- Incorporation of indoor/outdoor spaces
- An eclectic application of natural materials such as metal, stone and concrete

The proposed homes emphasize sustainability and create a pedestrian-friendly street scene. The available floor plans offer two-story homes with two-car parking driveways and two- car garages. The front elevations offer a combination of front-loaded garages, front livable architecture, porches, recessed entries, and side entries which all assist in providing desirable building articulation between the front setbacks and living spaces. Some key product features include:

- Functional and open floor plans
- Covered patios create outdoor living area
- Two-car garages provide ample parking and storage
- Modern Desert architectural style reflecting the theme of the community
- Flexible living spaces provide alternative living arrangements for different buyer profile

Proposed Development Standards

The following development standards are proposed for Hudson Crossings:

Single Family Detached	
STANDARDS (SETBACKS SHOWN ARE MINIMUM REQUIREMENTS)	
Lot area, min (sq. ft.)	3,200 sf. per lot
Lot dimension, min. (ft.)	40’ x 80’
Lot coverage, max. (%)	60% (1 Story); 50% (2 Story)
SETBACKS (SETBACKS SHOWN ARE MEASURED FROM PROPERTY LINE TO BUILDING FOUNDATION, UNLESS OTHERWISE STATED)	
Front Setbacks (ft.)	Minimum 20' to garage Minimum 10' to livable space
Side Setbacks, min. (ft.) (1)	5’
Rear Setbacks, min. (ft.)	Minimum 20' to living area *Rear patios encroach into the setback up to 10' to be 10' (maximum) from property line - Plans 3 & 4 * See **Exhibit K: Residential Architecture - Lot Fit Diagrams** for clarification
BUILDING STANDARDS	
Building height, max (ft.)	2-stories, 30’ (to midpoint of peak)
NOTES:	
(1) A minimum of a ten-foot (10’) wide landscape tract shall be installed along the sides of lots siding onto residential streets that are not being accessed from that street. The tract shall be located between the street right-of-way and the side lot line of the adjacent lot. (2) Encroachments into building setbacks include, architectural embellishments, bay windows, fireplaces, roof overhangs, and those allowed by city ‘Zoning Code’ or ‘Building Code’. (3) Two-foot (2’) encroachments are allowed on corner lot Sight Visibility Triangles.	

(See **Exhibit K: Lot Fit Diagrams, Exhibit L: Floor & Roof Plans,**

and **Exhibit N: Concept Elevations**)

Parking & Refuse

Hudson Crossings incorporates planning and design elements that provide proper parking and access management. Ample parking is available throughout the development through parallel parking along the internal streets, as well as two garage spaces per unit and driveway parking. The need for guest parking is anticipated to be a minimum of one guest space per every two lots, which is being provided on the private street tract. Utilizing various parking options, including on-street parking, will help create an active street scene and encourage interaction in a pedestrian friendly environment. In addition to providing adequate parking, the layout of the community gives residents the ability to properly locate their trash receptacles allowing waste management services to collect them.

(See **Exhibit P: Street Sections** and **Exhibit Q: Parking Location Plan**).

Preliminary Plat

See **Exhibit R: Preliminary Plat**.

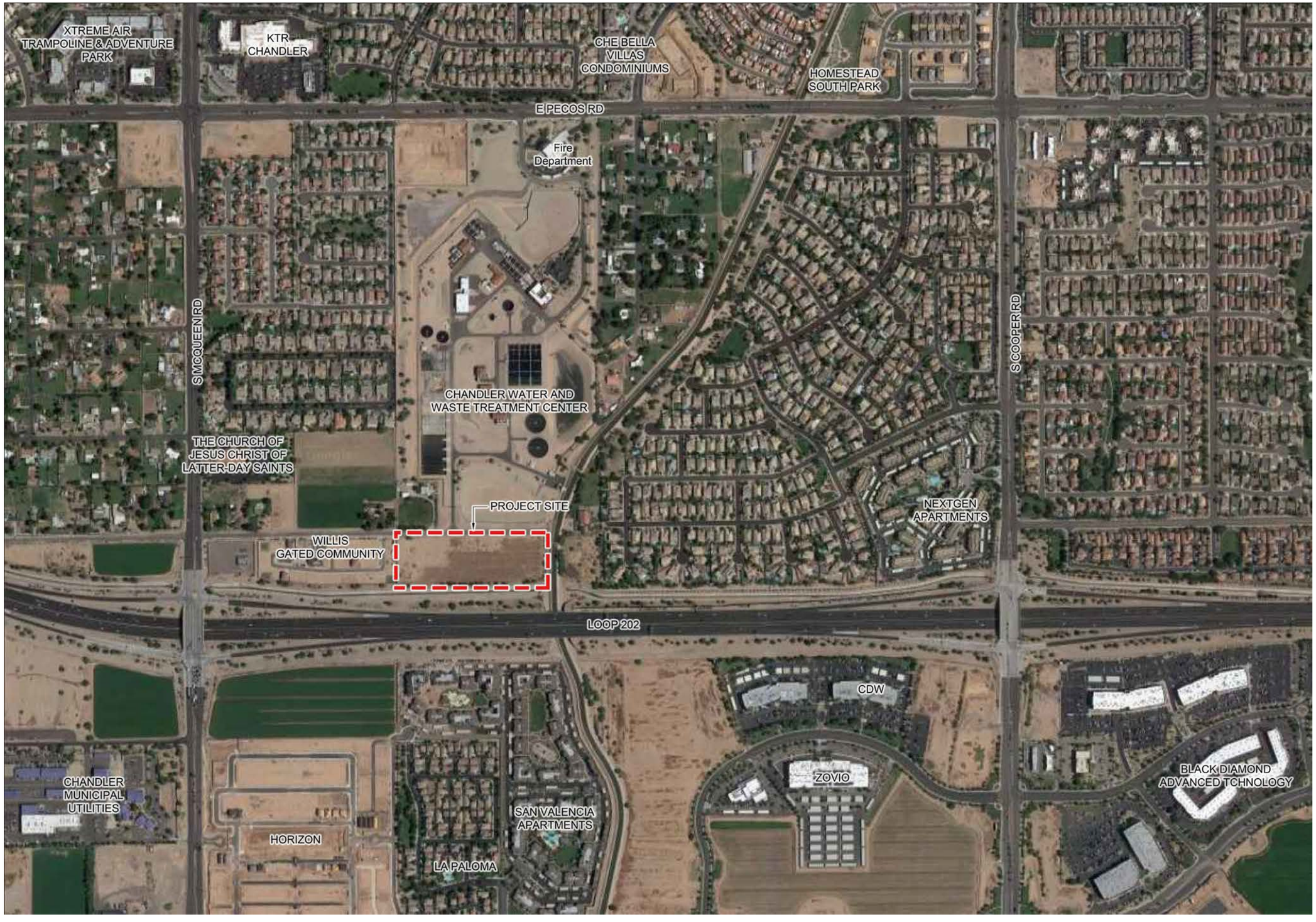
Preliminary Grading and Drainage

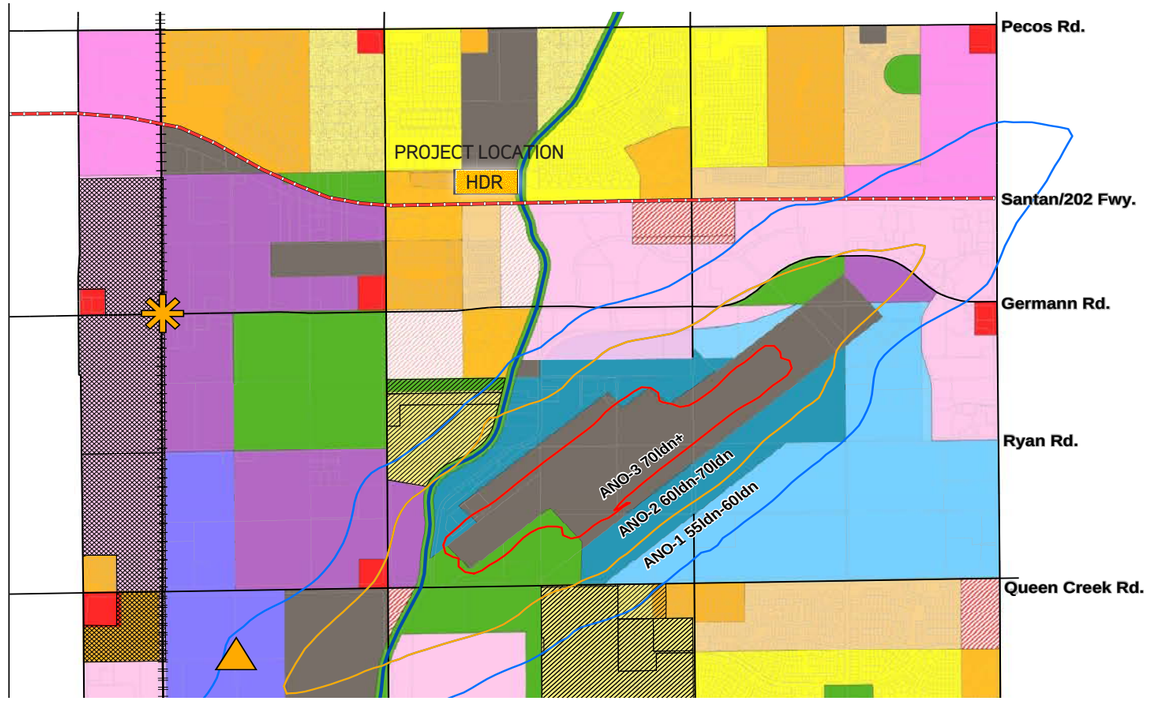
There are no off-site flows that historically pass through the project site. The adjacent off-site streets and internal on-site streets will convey storm water to multiple surface retention basins. (See **Exhibit S: Preliminary Grading & Drainage Plan**).

Conclusion

Hudson Crossings will be a sustainable and appropriate development on this challenging, in-fill Site. The proposed Area Plan Amendment, PAD, and PDP meet the goals of the General Plan and the Area Plan by providing additional housing choices in the area that will provide additional support to the existing and planned retail and employment uses in the area. The layout of Hudson Crossings provides principles of traditional neighborhoods, by placing the amenities at the center of the community and providing a housing product that provides a transition for the existing developments in the area. We request your approval.

EXHIBIT A: VICINITY MAP





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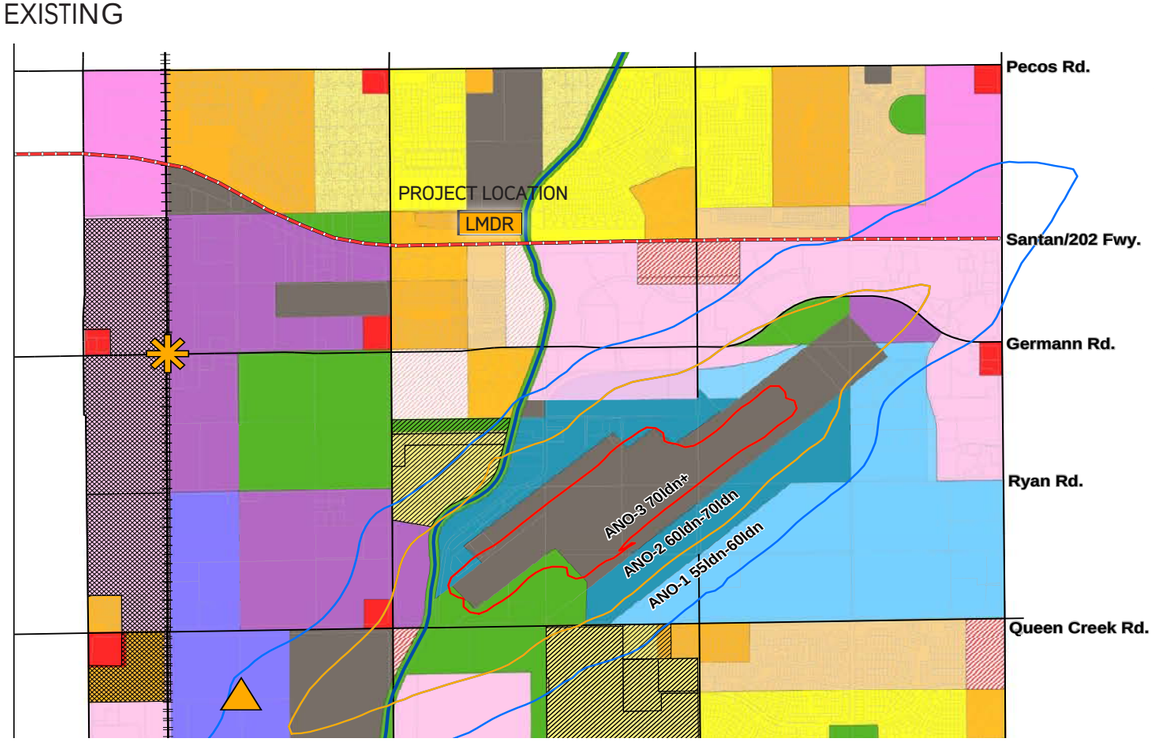


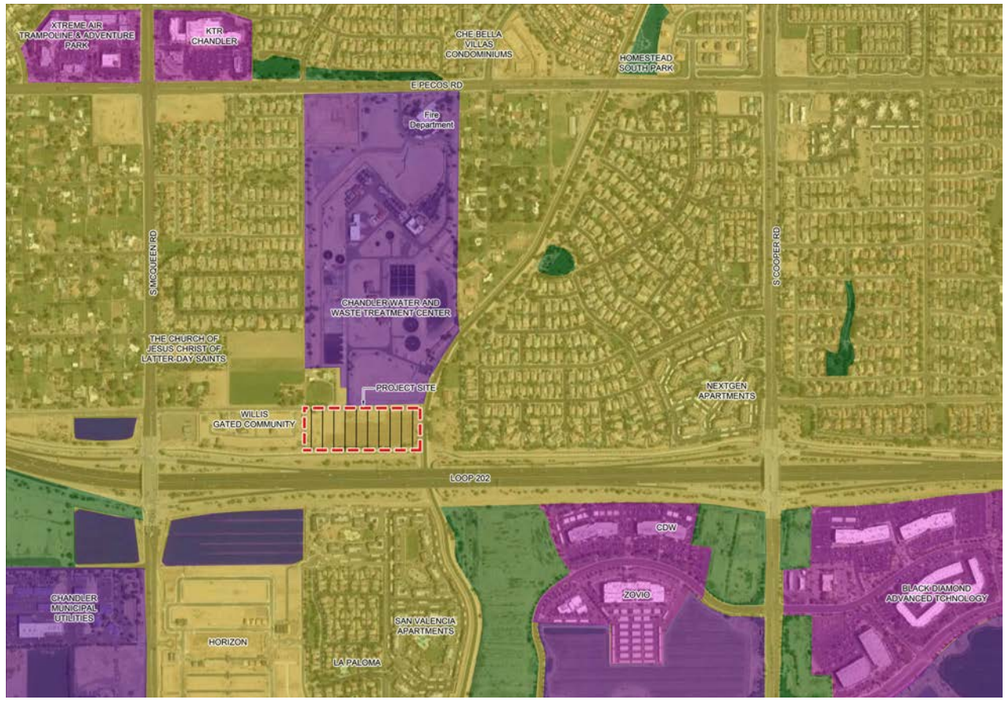
PROPOSED

LEGEND

- RR (0-1.5 D.U. Per Acre) 322 Acres
- LDR (1.6-3.5 D.U. Per Acre) 1,063 Acres
- LMDR (3.6-8 D.U. Per Acre) 264 Acres
- MDR (8.1-12 D.U. Per Acre) 234 Acres
- HDR (12.1-18 D.U. Per Acre) 129 Acres
- Neighborhood Commercial 72 Acres
- Community Commercial 60 Acres
- Regional Commercial 243 Acres
- Special Use Commercial 93 Acres
- Commercial/Office/Business Park 847 Acres
- Light Industrial 517 Acres
- Industrial 272 Acres
- Commercial/Office/Business Park (Taxiway Access) 430 Acres
- Aerospace Industry (FBO) 219 Acres
- Public/Semi-Public Facilities 497 Acres
- Parks and Open Space 532 Acres
- Transitional Overlay Zone (To Any Commercial Use) 220 Acres
- Light Rail Corridor Overlay Planned Area, Public Assembly Areas (Potential Mixed Use) 250 Acres
- Future Transit Center
- Potential Future Transit Railyard
- ANO-1 55ldn-60ldn Noise Contour
- ANO-2 60ldn-70ldn Noise Contour
- ANO-3 70ldn+ Noise Contour

EXHIBIT B: AREA PLAN AMENDMENT

EXHIBIT C: EXISTING & PROPOSED ZONING PLAN



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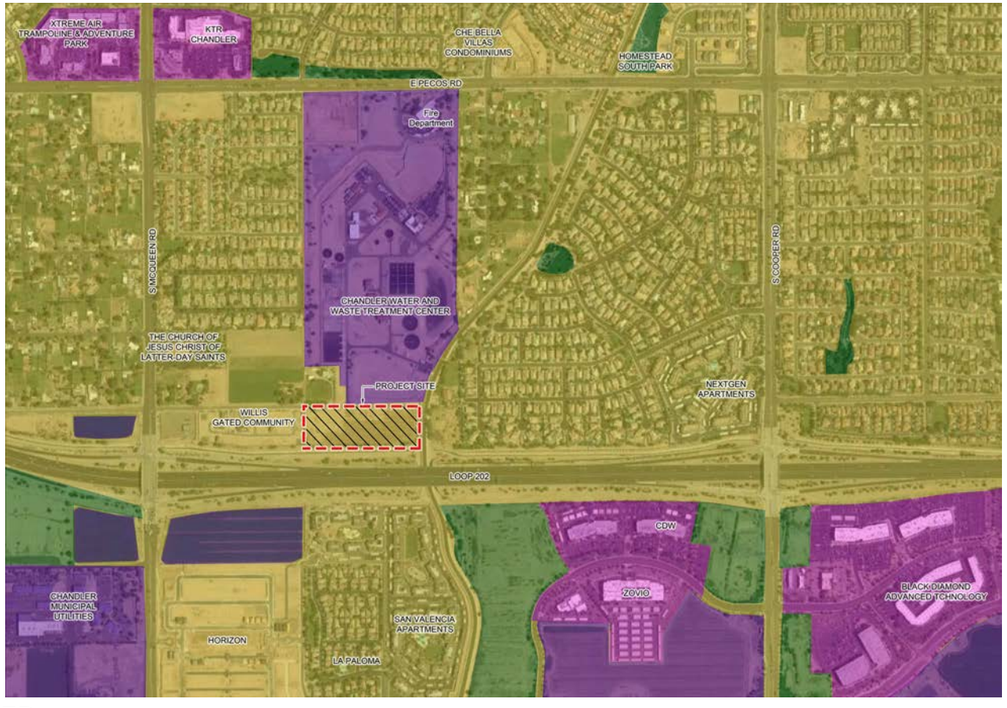


PROPOSED

LEGEND:

- PARKS / OPEN SPACE
- OFFICE / BUSINESS PARK COMMERCIAL
- PUBLIC / SEMI-PUBLIC
- SCHOOLS
- LOW-MEDIUM DENSITY RESIDENTIAL
- LIGHT INDUSTRIAL
- EXISTING PAD
- PROPOSED PAD

N

EXHIBIT D: DEVELOPMENT PLAN

SITE DATA		
NET ACREAGE	6.39 Ac.	
NET DENSITY	6.73 UNITS/Ac.	
40'x80' LOT	43 D.U.	
OPEN SPACE*	2.36 Ac.	36.93%

* As a percentage of net acreage.

PLAN SCALE 1:40

N

EXHIBIT E: OVERALL LANDSCAPE PLAN

PLANT MATERIALS LEGEND

Trees	Install Caliper	Qty.
Parkinsonia hyb. 'Desert Museum' Palo Verde	24" Box	
Pistacia X 'Red Push' Red Push Pistache	24" Box	
Quercus virginiana 'Cathedral' Oak	24" Box	
Ulmus parvifolia 'Allee' Elm	24" Box	

Extra Large Shrubs	Install Size	Quantity
Caeselpinia pulcherrima Red Bird of Paradise	5 gal.	
Dodonea viscosa Hopbush	5 gal.	
Pistacia lentiscus Mastic	6' Min. 15 gal.	
Tecoma alata 'Orange Jubilee' Orange Jubilee	15 gal.	
Tecoma sp. 'Sparky Sparky	5 gal.	

Medium Shrubs	Size	Quantity
Nerium oleander 'Little Red' Oleander 'Little Red'	5 gal.	
Ruellia brittoniana Ruellia	5 gal.	

Small Shrubs	Size	Quantity
Bougainvillea 'Oo-La-La' Oo-La-La Bougainvillea	5 gal	
Myrtus communis 'compacta' Dwarf Myrtle	5 gal.	
Teucrium chamaedrys Germander	5 gal.	

Groundcovers	Size	Quantity
* Eremophila prostrata 'Outback Sunrise' Outback Sunrise Eremophila	1 gal	
Lantana montevidensis Purple Trailing Lantana	1 gal.	

Cacti/ Accents	Size	Quantity
Agave bovicornuta Cow's Horn	5 gal.	
Aloe barbadensis Medicinal Aloe	5 Gal.	
Bouteloua gracilis Blond Ambition	5 gal	
Hesperaloe sp. Pink Parade Pink Parade Hesperaloe	3 gal.	
* Lantana montevidensis Purple Trailing Lantana	1 gal.	
Muhlenbergia capillaris 'Regal Mist'	5 gal.	
* Muhlenbergia rigida 'Nashville' Purple Muhly	1 gal.	
Yucca pallida Pale Leaf Yucca	5 gal	

Inerts	Quantity
1/2" Screened Decomposed Granite Apache Brown, 2" Depth in All Landscape Areas	
Turf Mid-Iron Sod	
6" Concrete Header Standard Color & Finish	

PLAN SCALE 1:40

N

EXISTING 8" S/L
EXISTING 12" W/L
EXISTING 8" RC/W

BRADLEY & TERRI WOOD
APN 303-29-020

5'-0" SIDEWALK

ENTRY SIGNAGE

EXISTING POWER POLE
TO BE REMOVED,
UNDERGROUND UTILITIES

8'-0" PUE

WILLIS ROAD

33'-0" ROW

8"S

12"W

TRACT "B"

22'-0"
EMERGENCY
ACCESS

8'-0" PUE

SVE(TYP.)

OXFORD LANE

11 10 9 8 7 6 5 4 3 2 1

TRACT"B"

MATCHLINE - SEE NEXT SHEET

WILLIS GATED COMMUNITY

43'-0"

8"W

MULBERRY DRIVE

8"S

15 16 17 18 19 20 21 22

14

12 13

4:1 MAXIMUM

TRACT"B"

1227

4:1 MAXIMUM

1226

PLANT MATERIALS LEGEND

Trees	Install Caliper	Qty.
Parkinsonia hyb. 'Desert Museum' Palo Verde	24" Box	
Pistacia X 'Red Push' Red Push Pistache	24" Box	
Quercus virginiana 'Cathedral' Oak	24" Box	
Ulmus parvifolia 'Allee' Elm	24" Box	

Extra Large Shrubs	Install Size	Quantity
Caeselpinia pulcherrima Red Bird of Paradise	5 gal.	
Dodonea viscosa Hopbush	5 gal.	
Pistacia lentiscus Mastic	6' Min. 15 gal.	
Tecoma alata 'Orange Jubilee' Orange Jubilee	15 gal.	
Tecoma sp. 'Sparky Sparky	5 gal.	

Medium Shrubs	Size	Quantity
Nerium oleander 'Little Red' Oleander 'Little Red'	5 gal.	
Ruellia brittoniana Ruellia	5 gal.	

Small Shrubs	Size	Quantity
Bougainvillea 'Oo-La-La' Oo-La-La Bougainvillea	5 gal	
Myrtus communis 'compacta' Dwarf Myrtle	5 gal.	
Teucrium chamaedrys Germander	5 gal.	

Groundcovers	Size	Quantity
* Eremophila prostrata 'Outback Sunrise' Outback Sunrise Eremophila	1 gal	
Lantana montevidensis Purple Trailing Lantana	1 gal.	

Cacti/ Accents	Size	Quantity
Agave bovicornuta Cow's Horn	5 gal.	
Aloe barbadensis Medicinal Aloe	5 Gal.	
Bouteloua gracilis Blond Ambition	5 gal	
Hesperaloe sp. Pink Parade Pink Parade Hesperaloe	3 gal.	
* Lantana montevidensis Purple Trailing Lantana	1 gal.	
Muhlenbergia capillaris 'Regal Mist'	5 gal.	
* Muhlenbergia rigida 'Nashville' Purple Muhly	1 gal.	
Yucca pallida Pale Leaf Yucca	5 gal	

Inerts	Quantity
No Symbol: 1/2" Screened Decomposed Granite Apache Brown, 2" Depth in All Landscape Areas	
Turf Mid-Iron Sod	
6" Concrete Header Standard Color & Finish	

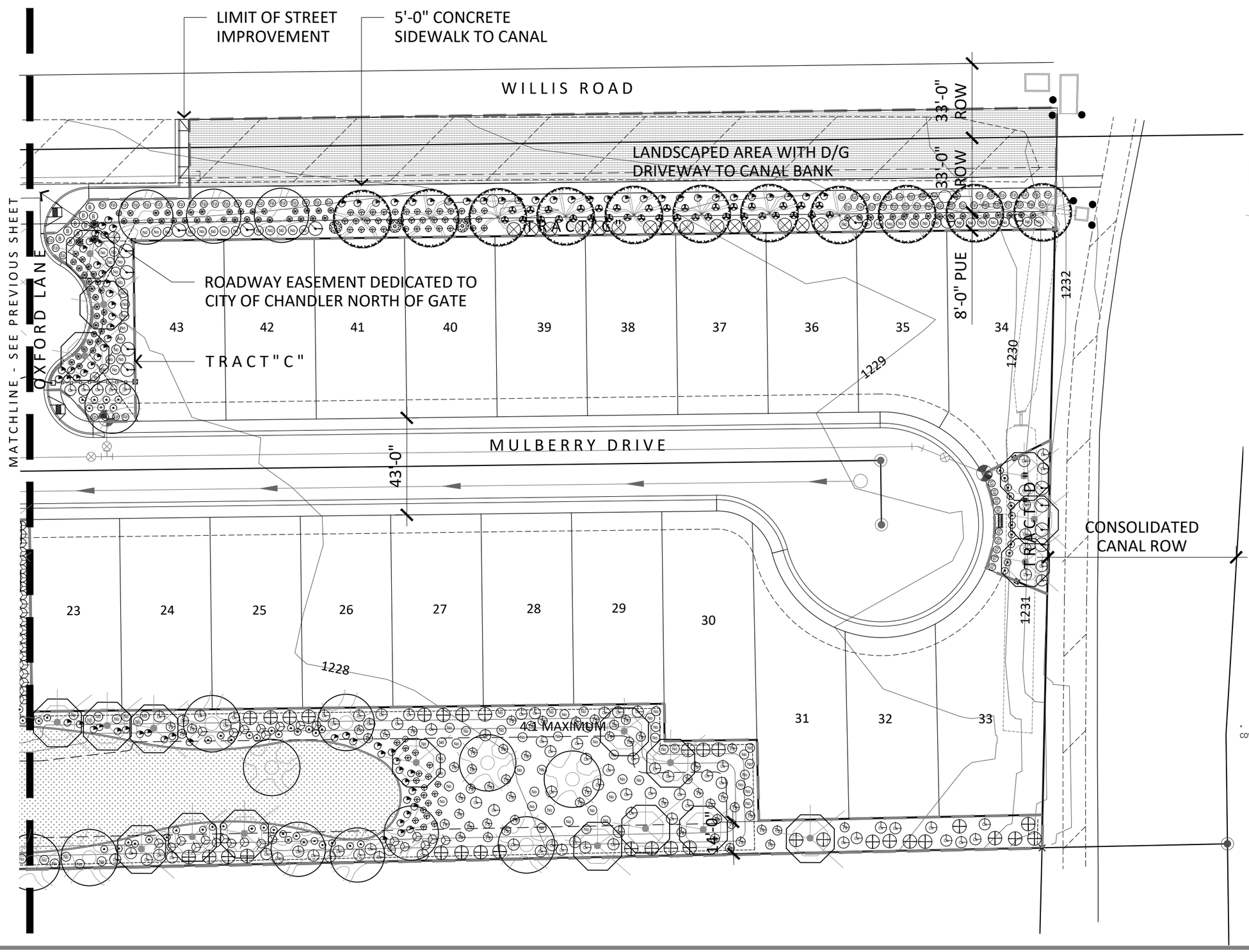
- PLANT MATERIAL APPROVED FOR USE WITHIN SRP ROW PER THE "COMPLETE GROUND COVER PLANT LIST" AND THE "COMPLETE TREE LIST" AS PROVIDED BY SRP.

PLAN SCALE 1:20

N

LANDSCAPE PLANS

LANDSCAPE PLANS



PLANT MATERIALS LEGEND

Trees	Install Caliper	Qty.
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Pistacia X 'Red Push' Red Push Pistache	24" Box	
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Ulmus parvifolia 'Allee' Elm	24" Box	

Extra Large Shrubs	Install Size	Quantity
Caeselpinia pulcherrima Red Bird of Paradise	5 gal.	
Dodonea viscosa Hopbush	5 gal.	
Pistacia lentiscus Mastic	15 gal.	
Tecoma alata 'Orange Jubilee' Orange Jubilee	15 gal.	
Tecoma sp. 'Sparky Sparky	5 gal.	
Medium Shrubs	**Size**	**Quantity**
Nerium oleander 'Little Red' Oleander 'Little Red'	5 gal.	
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Small Shrubs	**Size**	**Quantity**
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Myrtus communis 'compacta' Dwarf Myrtle	5 gal.	
Teucrium chamaedrys Germander	5 gal.	
Groundcovers	**Size**	**Quantity**
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* Lantana montevidensis Purple Trailing Lantana	1 gal.	
Muhlenbergia capillaris 'Regal Mist'	5 gal.	
* Muhlenbergia rigida 'Nashville' Purple Muhly	1 gal.	
Yucca pallida Pale Leaf Yucca	5 gal	
Inerts		**Quantity**
1/2" Screened Decomposed Granite		
Apache Brown, 2" Depth in All Landscape Areas		
Turf		
Mid-Iron Sod		
6" Concrete Header		
Standard Color & Finish		

* - PLANT MATERIAL APPROVED FOR USE WITHIN SRP ROW PER THE "COMPLETE GROUND COVER PLANT LIST" AND THE "COMPLETE TREE LIST" AS PROVIDED BY SRP.

PLAN SCALE 1:20

N

EXHIBIT F: OPEN SPACE PLAN

OPEN SPACE DATA	
NET ACREAGE	6.39 Ac.
OPEN SPACE	2.36 Ac.
PERCENTAGE*	36.93%
AMENITY	0.09 Ac.

* As a percentage of net acreage.

PLAN SCALE 1:40

N

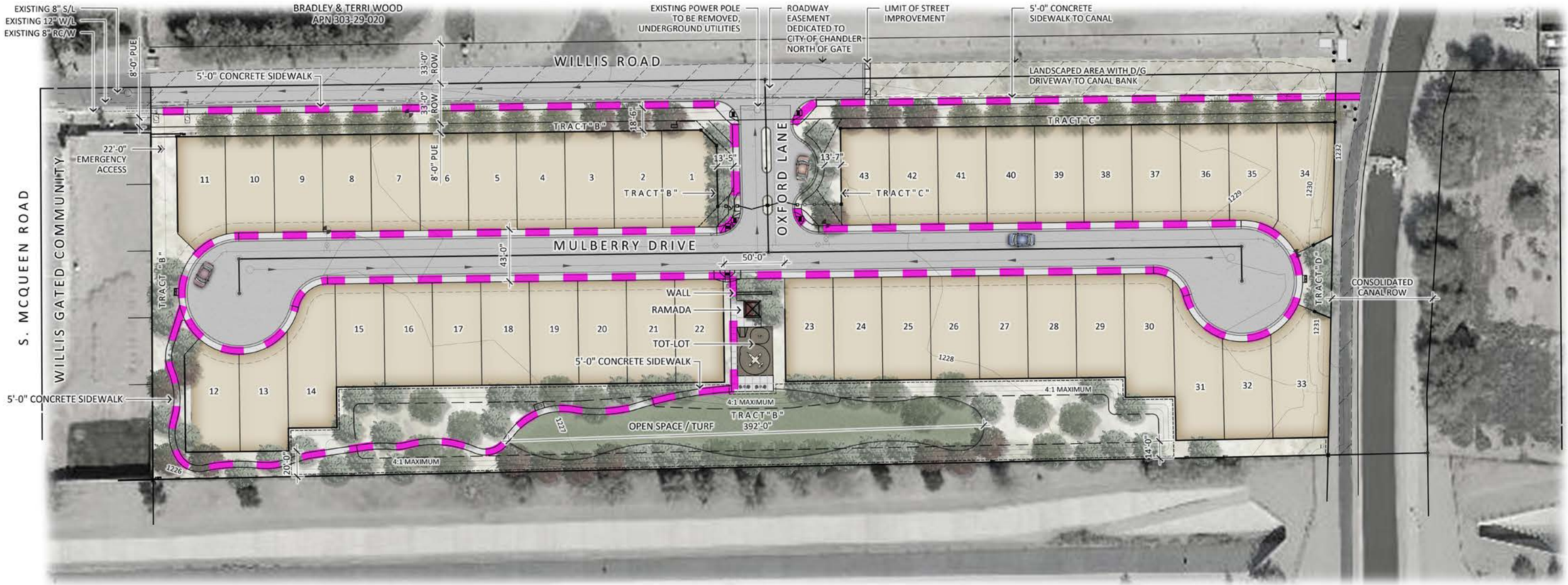
EXHIBIT G: AMENITY PLAN

PLAN SCALE 1:10

N

EXHIBIT H: PEDESTRIAN CIRCULATION PLAN

CITY OF CHANDLER
APN 303-29-013



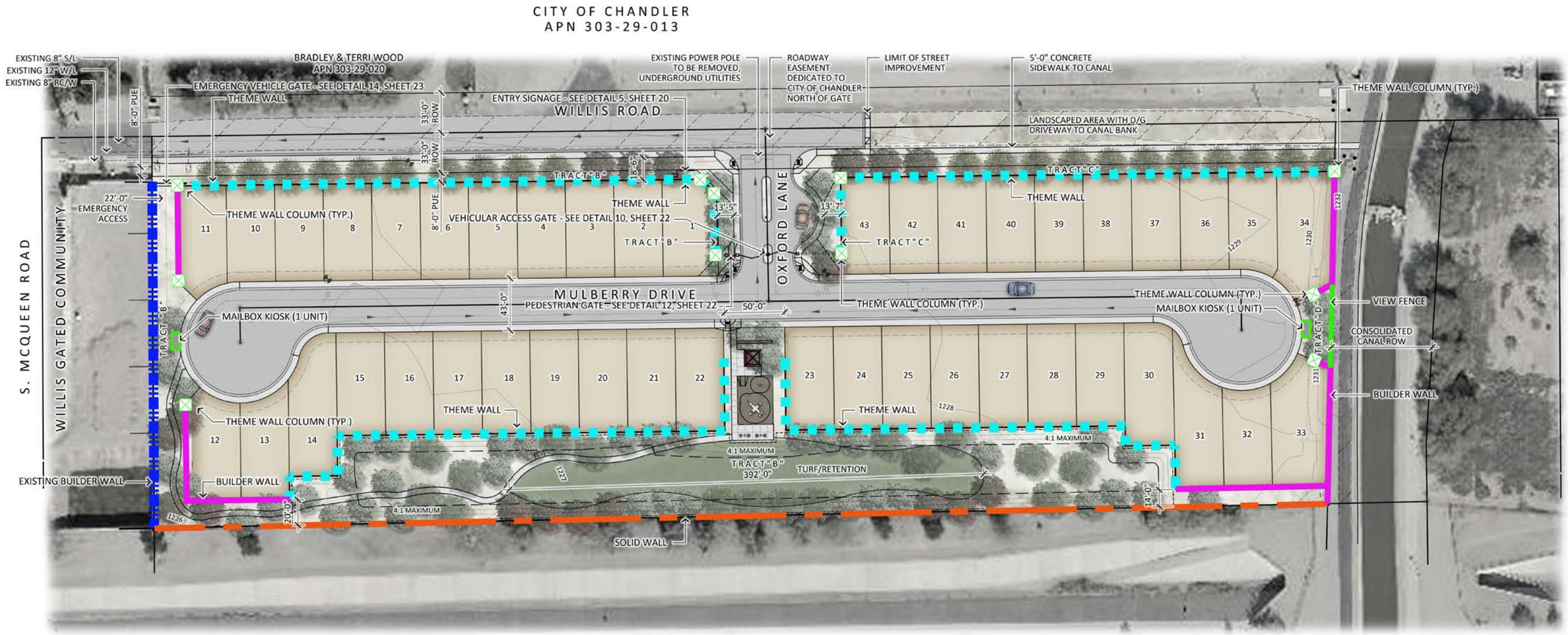
LOOP 202 FREEWAY

PEDESTRIAN CIRCULATION LEGEND

SYMBOL	DESCRIPTION
	5' SIDEWALK

PLAN SCALE 1:40

EXHIBIT I: WALL PLAN

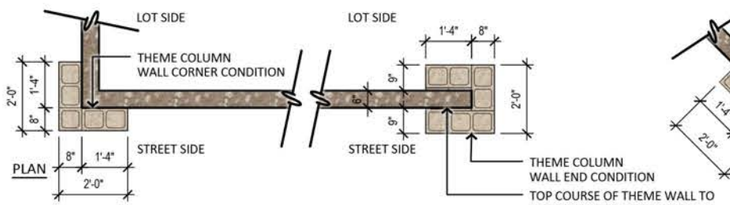


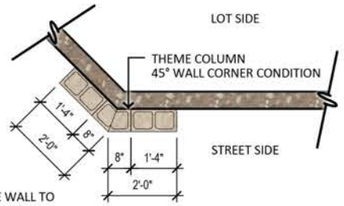
WALL LEGEND

SYMBOL	DESCRIPTION	QTY.	DTL.
	5'-6" BUILDER WALL	625 S.F.	DTL. 3, PAGE 20
	6'-0" THEME WALL	1,882 S.F.	DTL. 1, PAGE 20
	EXISTING BUILDER WALL TO REMAIN	682 S.F.	
	6'-0" VIEW FENCE	70 S.F.	DTL. 16, PAGE 23
	8'-0" SOLID WALL	970 S.F.	DTL. 4, PAGE 20
	MAILBOX KIOSK	2 EA.	DTL. 15, PAGE 23
	THEME WALL COLUMN	11 EA.	DTL. 2, PAGE 20

PLAN SCALE 1:40

N



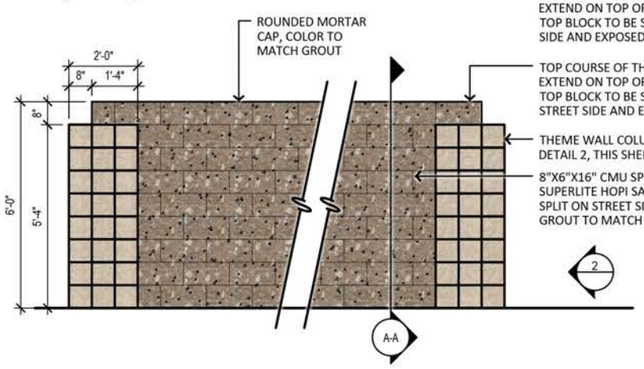


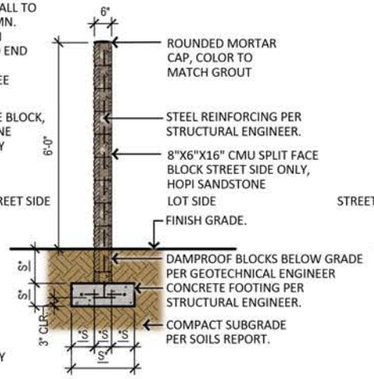
RETAINING WALL NOTES:

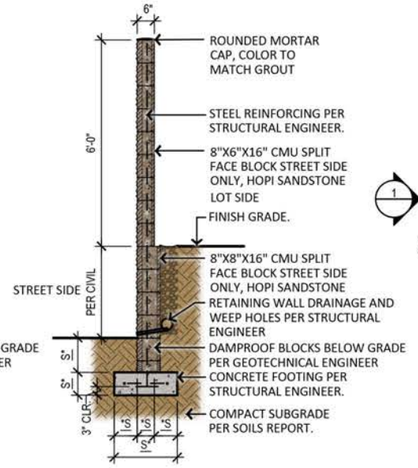
- RETAINING WALL BLOCK AND ABOVE LOT WALL BLOCK ARE TO MATCH IN TYPE AND COLOR AND FINISH FLUSH ON STREET SIDE.
- *S: DIMENSIONS, DRAINAGE, & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.
- REFER TO CIVIL ENGINEER'S PLANS FOR LOCATION, GRADING, AND WALL SECTIONS.
- END WALLS WITH FINISHED, SOLID BLOCKS, NO CUT BLOCKS SHALL BE PLACED AT THE END OF WALLS.

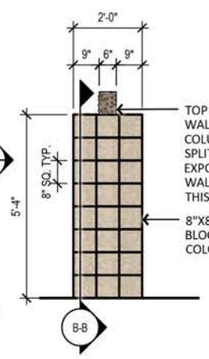
THEME COLUMN NOTES:

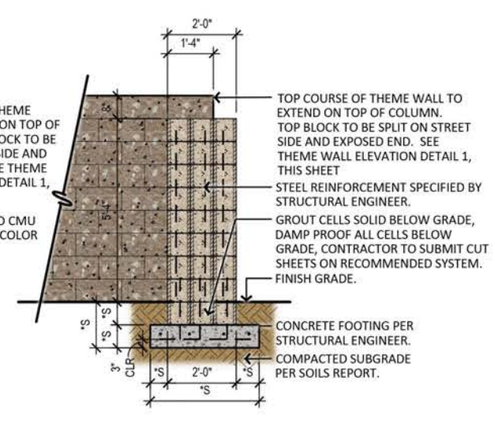
- *S: DIMENSIONS & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- CONTRACTOR TO BUILD SAMPLE COLUMN USING ALL COLUMN MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.
- INTEGRAL COLOR OF BONE. CONTRACTOR SHALL VERIFY COLOR MATCH AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BEFORE ORDERING BLOCK OR CONSTRUCTION OF COLUMN MOCK-UP.











THEME WALL NOTES:

- *S: DIMENSIONS & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.
- SUPERLITE HOPI SANDSTONE. CONTRACTOR SHALL VERIFY COLOR MATCH AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BEFORE ORDERING BLOCK OR CONSTRUCTION OF WALL MOCK-UP.
- END WALLS WITH FINISHED, SOLID BLOCKS, NO CUT BLOCKS SHALL BE PLACED AT THE END OF WALLS.

ELEVATION

SECTION A-A

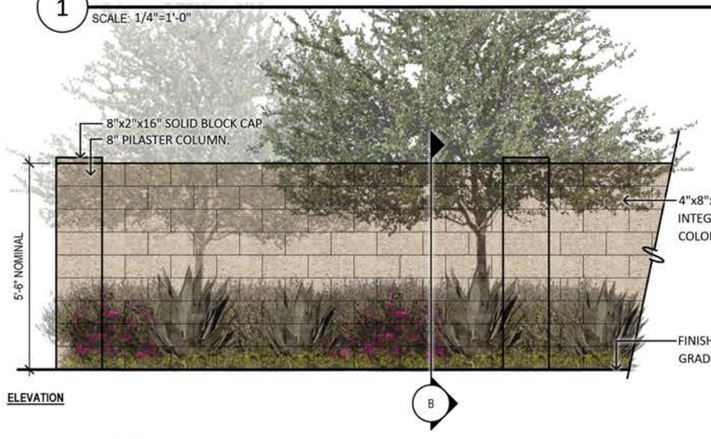
SECTION
RETAINING CONDITION

ELEVATION

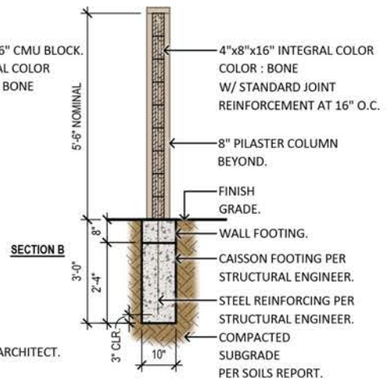
SECTION B-B

1 6'-0" Theme Wall

SCALE: 1/4"=1'-0"



ELEVATION



SECTION B

GENERAL NOTES:

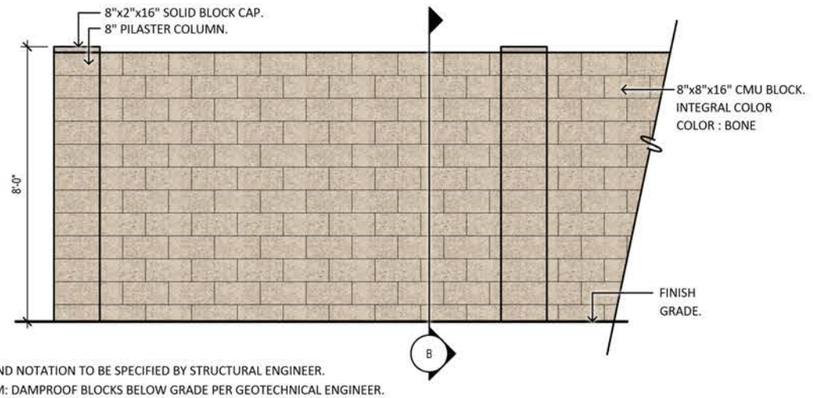
- *S: DIMENSIONS AND NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- DAMPROOF SYSTEM: DAMPROOF BLOCKS BELOW GRADE PER GEOTECHNICAL ENGINEER.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.

3 5'-6" Builder Wall

SCALE:1/4"=1'-0"

2 5'-4" Theme Wall Column

SCALE: 1/4"=1'-0"



ELEVATION

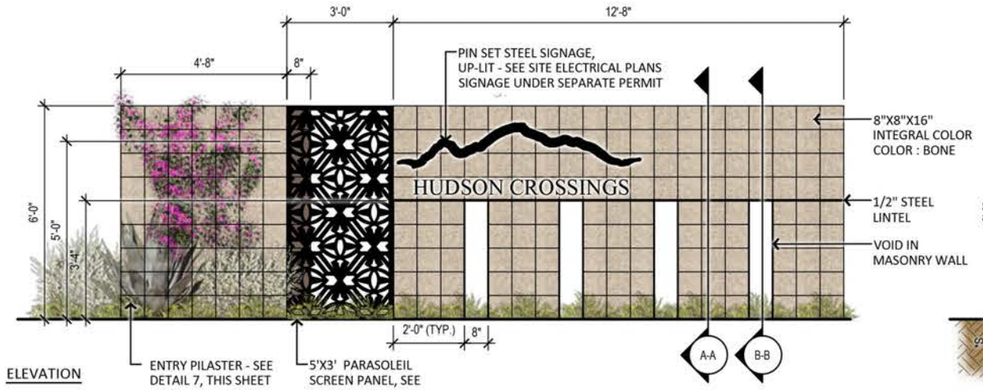
GENERAL NOTES:

- *S: DIMENSIONS AND NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- DAMPROOF SYSTEM: DAMPROOF BLOCKS BELOW GRADE PER GEOTECHNICAL ENGINEER.
- SUPERLITE HOPI SANDSTONE. CONTRACTOR SHALL VERIFY COLOR MATCH AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BEFORE ORDERING BLOCK OR CONSTRUCTION OF WALL MOCK-UP.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.

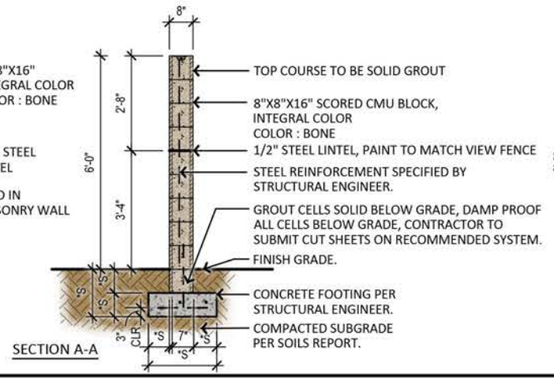
4 8'-0" Sound Wall

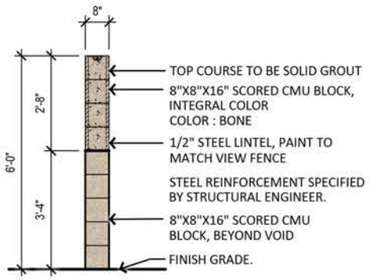
SCALE:1/2"=1'-0"

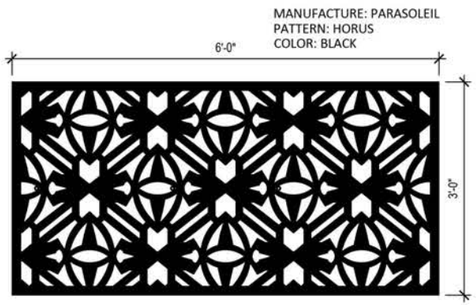
EXHIBIT J: DETAILS



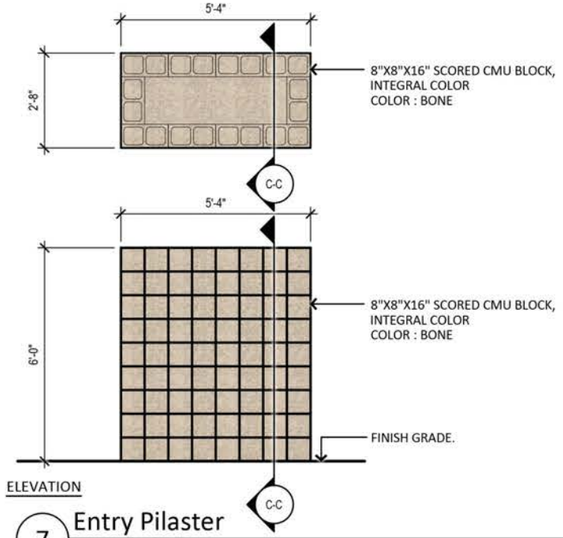
5 Entry Signage
SCALE: 1/4"=1'-0"

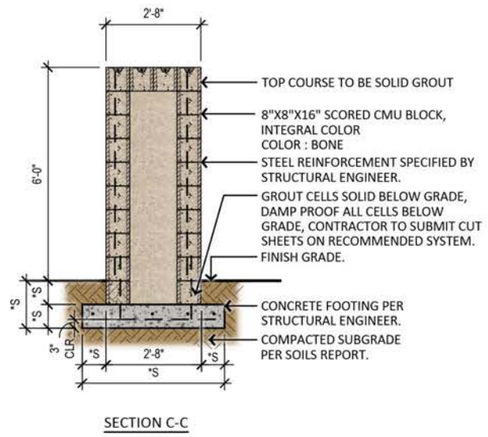




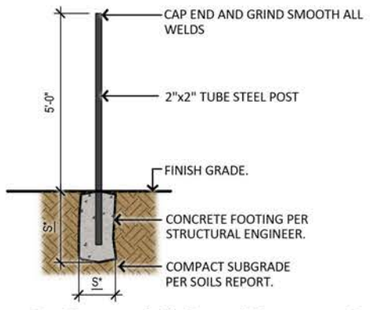


6 Parasoleil Panel
SCALE: 1/2"=1'-0"

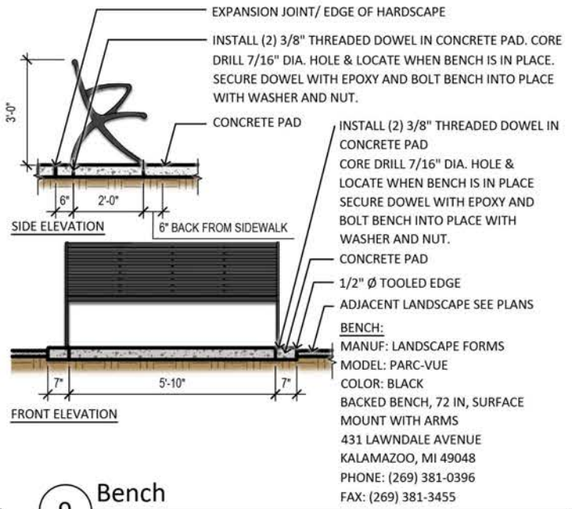




7 Entry Pilaster
SCALE: 1/4"=1'-0"

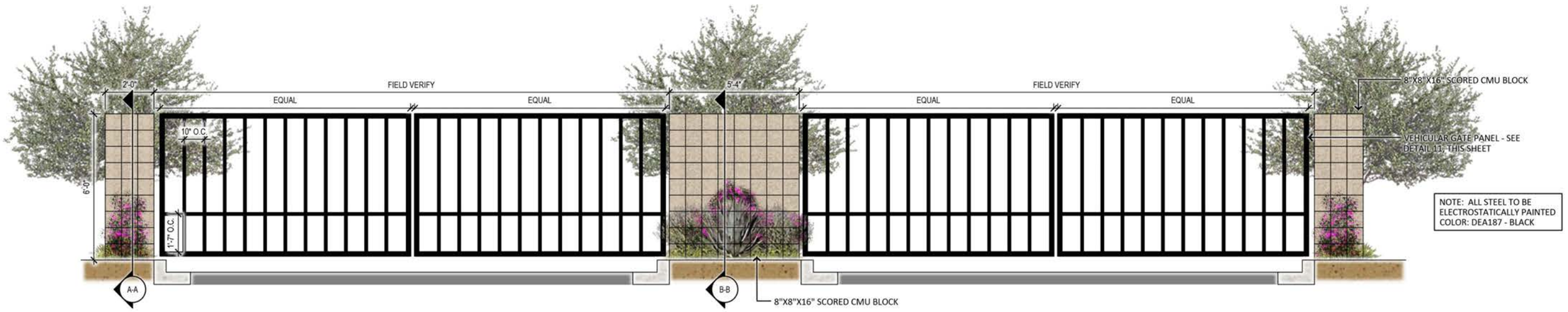


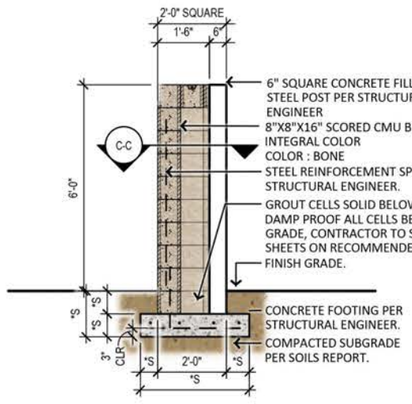
8 Parasoleil Panel Support Post
SCALE: 1/4"=1'-0"



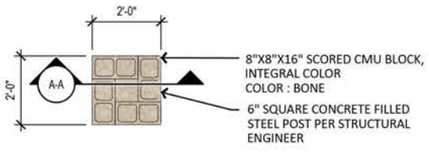
9 Bench
SCALE:1/4"=1'-0"

EXHIBIT J: DETAILS



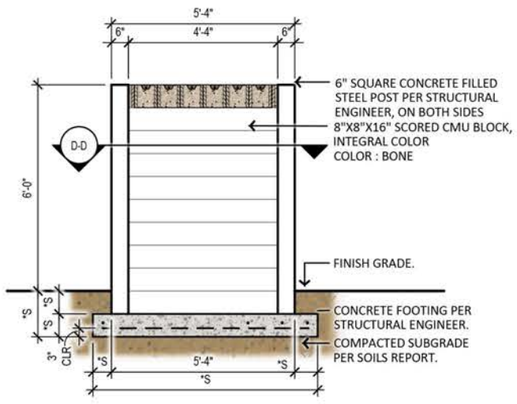


SECTION A-A



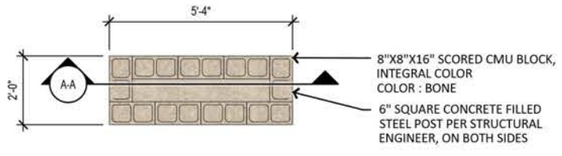
SECTION C-C

GENERAL NOTES:
- *S: DIMENSIONS & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.
- INTEGRAL COLOR OF BONE. CONTRACTOR SHALL VERIFY COLOR MATCH AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BEFORE ORDERING BLOCK OR CONSTRUCTION OF WALL MOCK-UP.



SECTION B-B

GENERAL NOTES:
- *S: DIMENSIONS & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.
- INTEGRAL COLOR OF BONE. CONTRACTOR SHALL VERIFY COLOR MATCH AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BEFORE ORDERING BLOCK OR CONSTRUCTION OF WALL MOCK-UP.

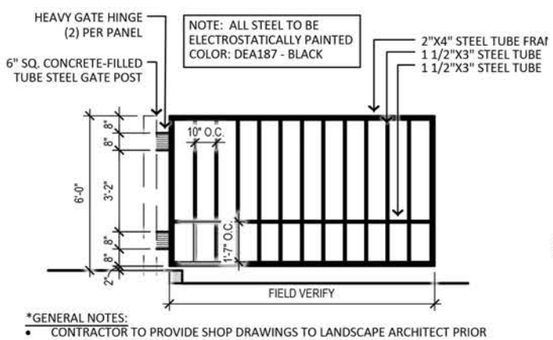


SECTION D-D

GENERAL NOTES:
- *S: DIMENSIONS & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.
- INTEGRAL COLOR OF BONE. CONTRACTOR SHALL VERIFY COLOR MATCH AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BEFORE ORDERING BLOCK OR CONSTRUCTION OF WALL MOCK-UP.

10 Vehicular Access Gate

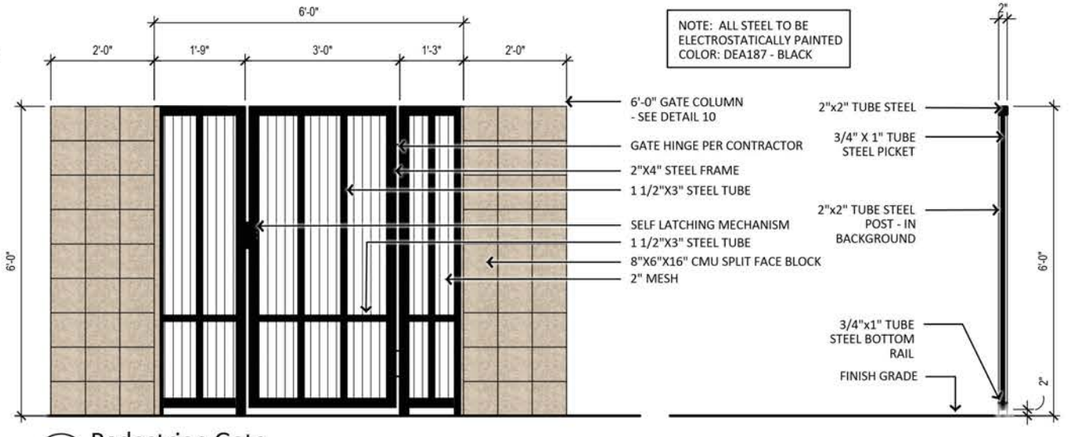
SCALE: 1/4"=1'-0"



*GENERAL NOTES:
- CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT PRIOR TO FABRICATION, INSTALL, & OR CONSTRUCTION FOR APPROVAL.
- GRIND ALL WELDS SMOOTH.
- REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.
- 1 PANEL DRAWN FOR DESIGN INTENT. REFER TO ELEVATIONS ON THIS SHEET

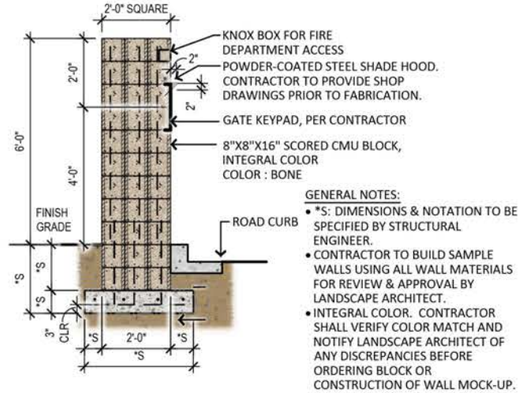
11 Vehicular Gate Panel

SCALE: 3/8"=1'-0"



12 Pedestrian Gate

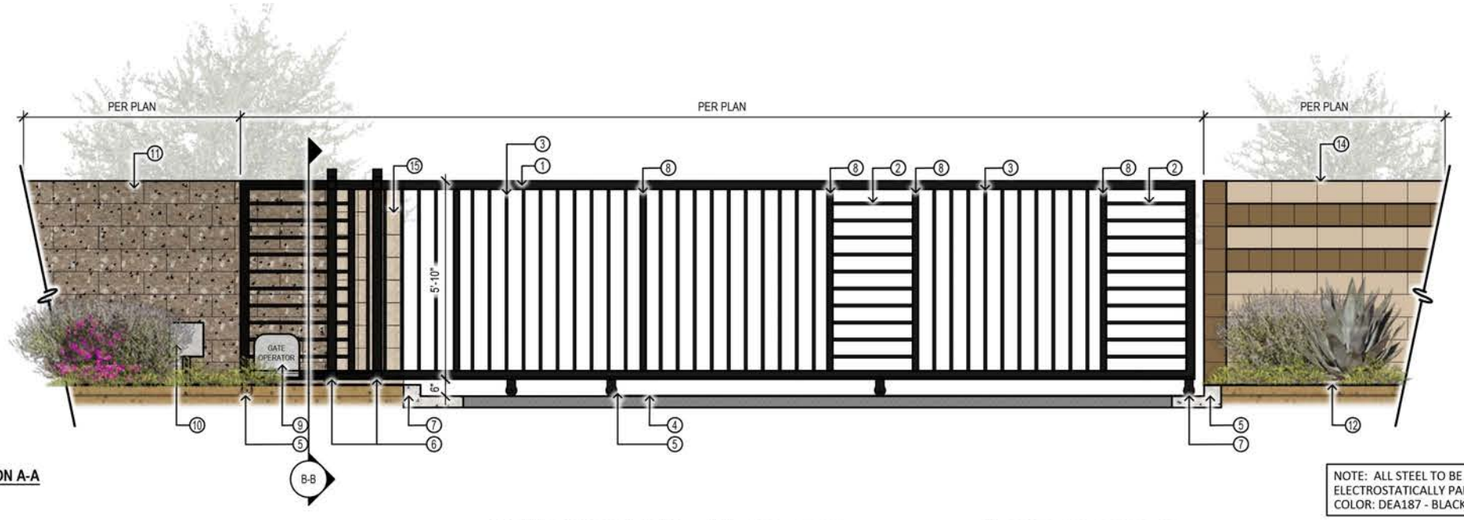
SCALE: 3/4"=1'-0"



GENERAL NOTES:
- *S: DIMENSIONS & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.
- INTEGRAL COLOR. CONTRACTOR SHALL VERIFY COLOR MATCH AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BEFORE ORDERING BLOCK OR CONSTRUCTION OF WALL MOCK-UP.

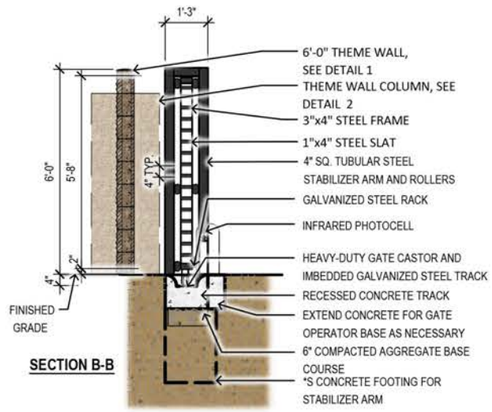
13 Vehicular Gate Keypad

SCALE: 1/4"=1'-0"



ELEVATION A-A

NOTE: ALL STEEL TO BE ELECTROSTATICALLY PAINTED COLOR: DEA187 - BLACK



SECTION B-B

NOTE:
- CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION
  *S DIMENSIONS AND NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER
- CAP ALL STEEL ENDS AND GRIND ALL WELDS SMOOTH

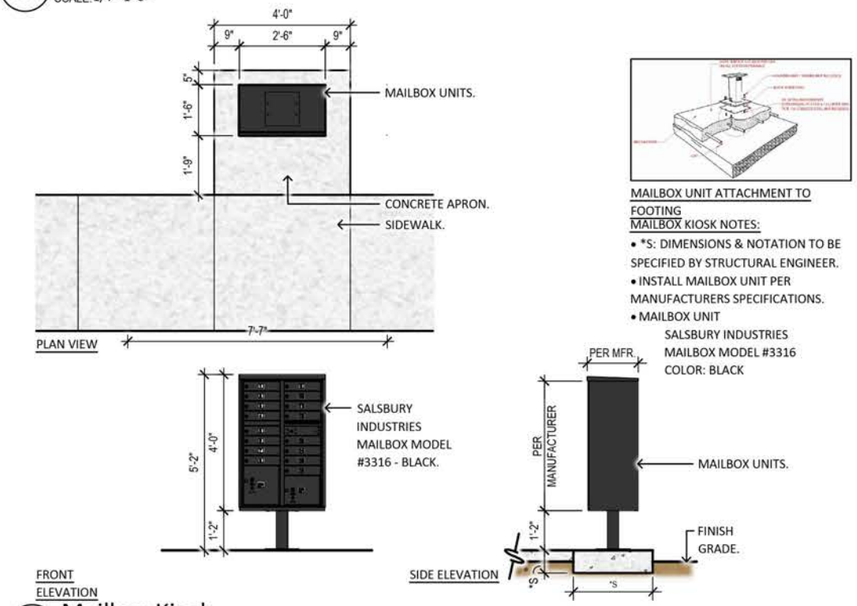
1. 3"X4" SQ. STEEL GATE FRAME
2. 1"X4" STEEL SLATS
3. 1"X4" STEEL VERTICALS
4. RECESSED CONCRETE TRACK
5. HEAVY-DUTY GATE CASTOR AND IMBEDDED GALVANIZED STEEL TRACK
6. 4" SQ. STEEL STABILIZER ARM
7. EDGE OF PAVEMENT
8. 2"X4" STEEL VERTICALS
9. SLIDING GATE OPERATOR
   INSTALL HARDWARE AND VEHICULAR SENSORS PER MANUFACTURER'S SPECIFICATIONS
10. CONTROL BOX
    INSTALL IN LOCATION WHERE CONTROL BOX IS ACCESSIBLE WHILE GATE IS IN 'OPEN' CONDITION
11. 6'-0" THEME WALL, SEE DETAIL 1
12. FINISHED GRADE
13. DRIVABLE SURFACE PER CIVIL
14. ADJACENT PROPERTY WALL
15. THEME WALL COLUMN, SEE DETAIL 2

14 Emergency Vehicle Gate

SCALE:1/4"=1'-0"

15 Mailbox Kiosk

SCALE:1/4"=1'-0"

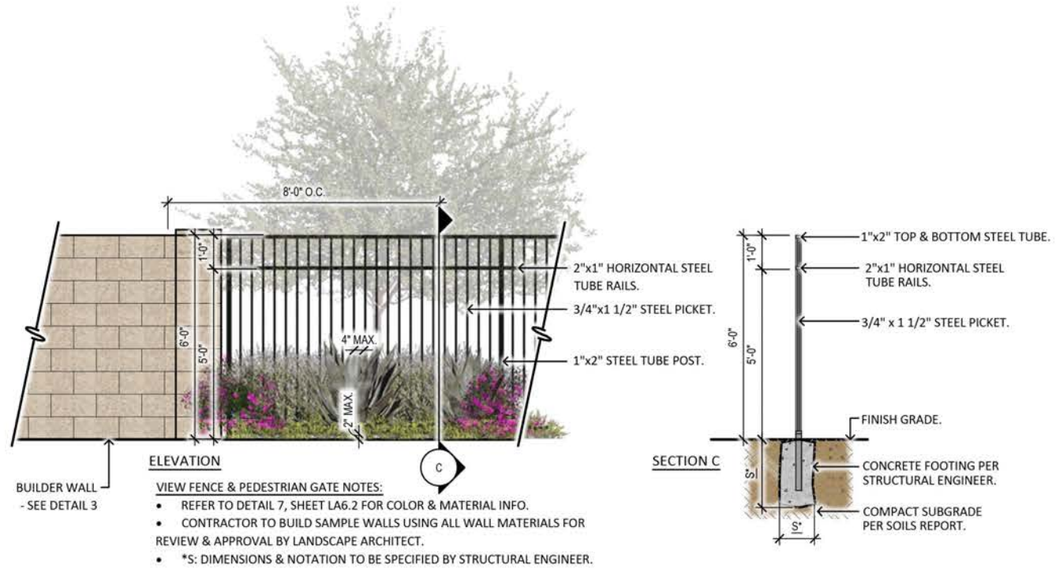


MAILBOX UNIT ATTACHMENT TO FOOTING

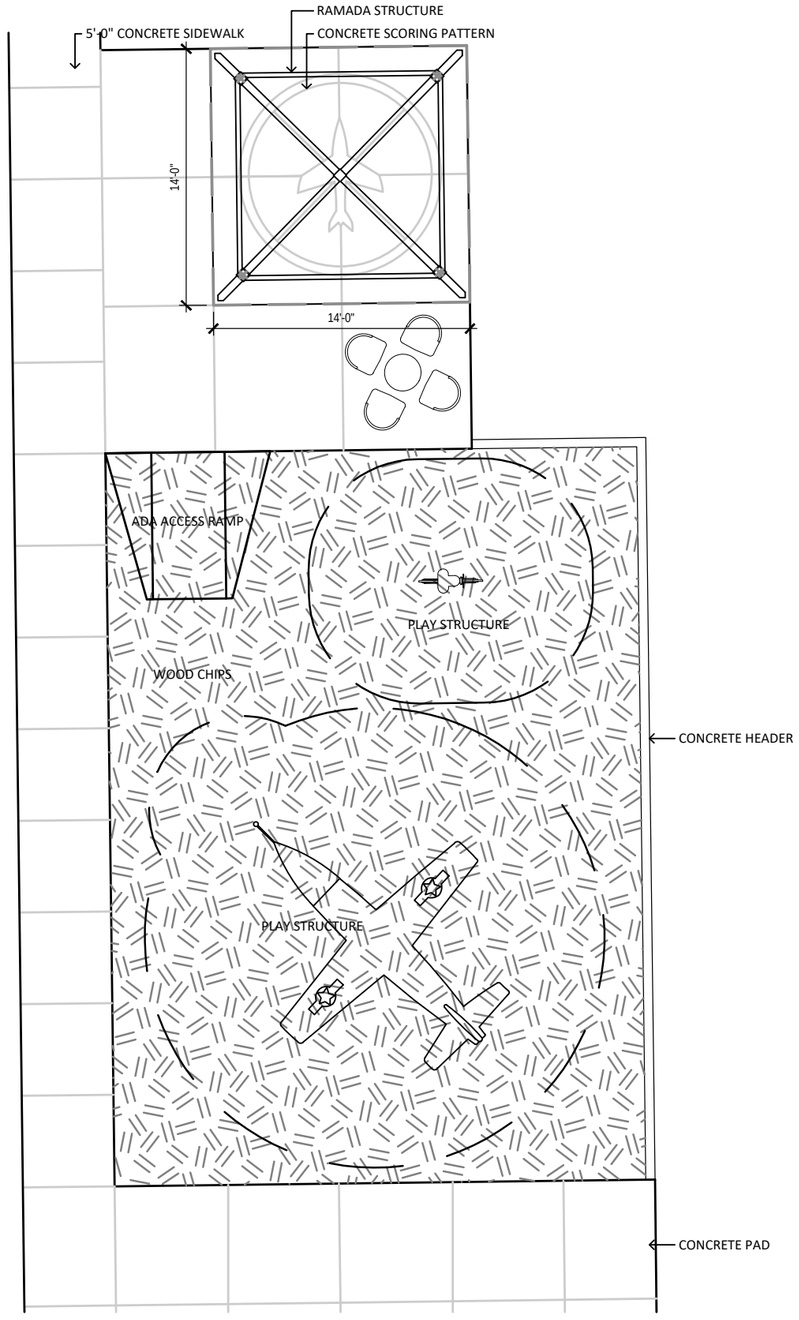
MAILBOX KIOSK NOTES:
- *S: DIMENSIONS & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- INSTALL MAILBOX UNIT PER MANUFACTURERS SPECIFICATIONS.
- MAILBOX UNIT
  SALSBURY INDUSTRIES
  MAILBOX MODEL #3316
  COLOR: BLACK

16 6'-0" View Fence

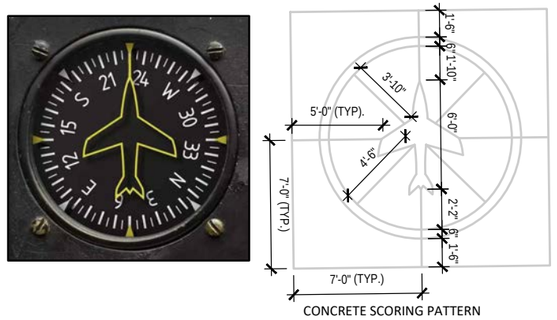
SCALE:1/2"=1'-0"



VIEW FENCE & PEDESTRIAN GATE NOTES:
- REFER TO DETAIL 7, SHEET LA6.2 FOR COLOR & MATERIAL INFO.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.
- *S: DIMENSIONS & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.



17 Amenity Area
SCALE:1/4"=1'-0"



AVIATION COMPASS DESIGN INTENT
CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO STARING CONSTRUCTION.

18 Concrete Scoring Pattern
SCALE:1/4"=1'-0"

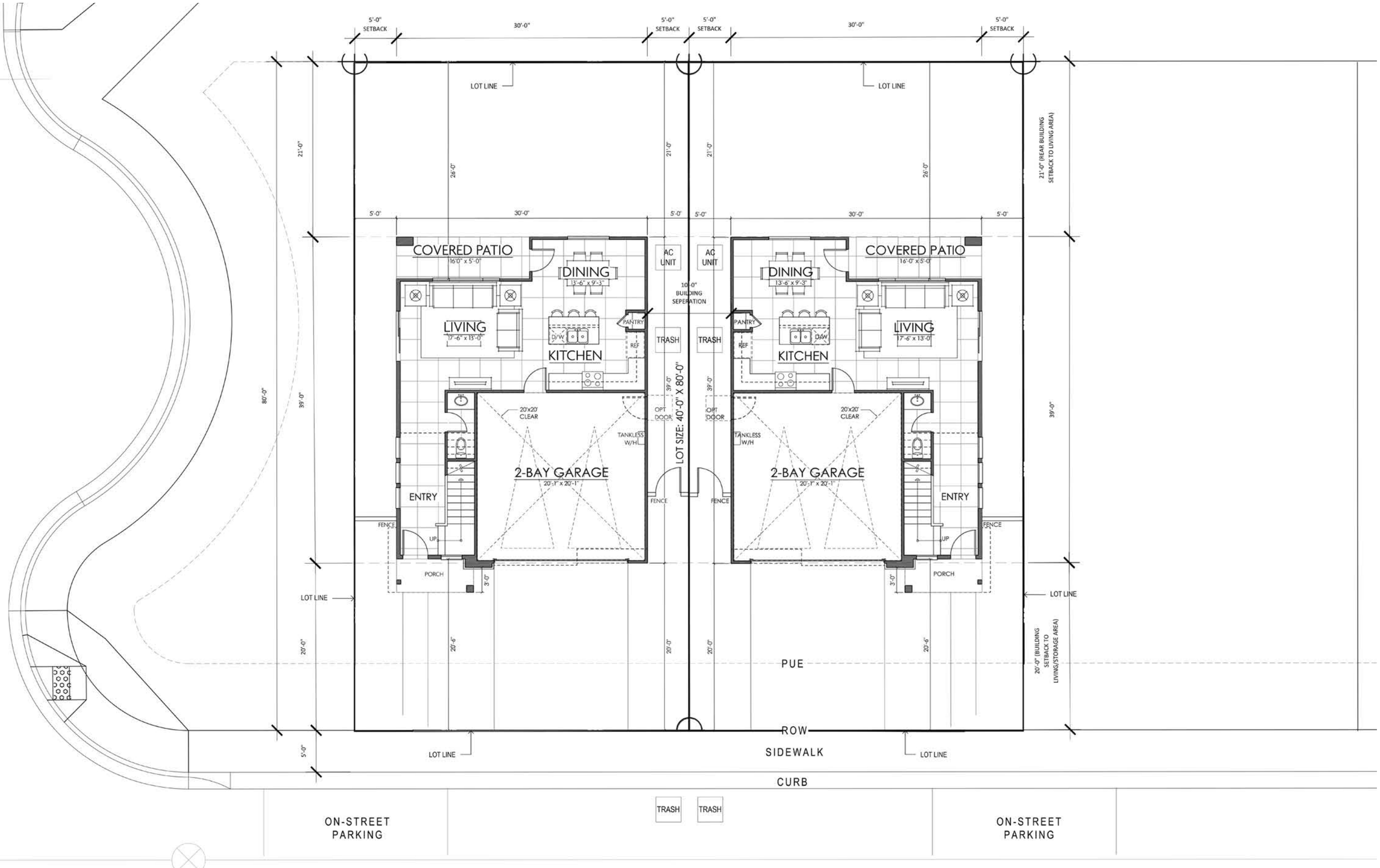
PLAY STRUCTURE DESIGN INTENT
CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO STARING CONSTRUCTION.

19 Play Structure
SCALE:1/4"=1'-0"

EXHIBIT J: DETAILS

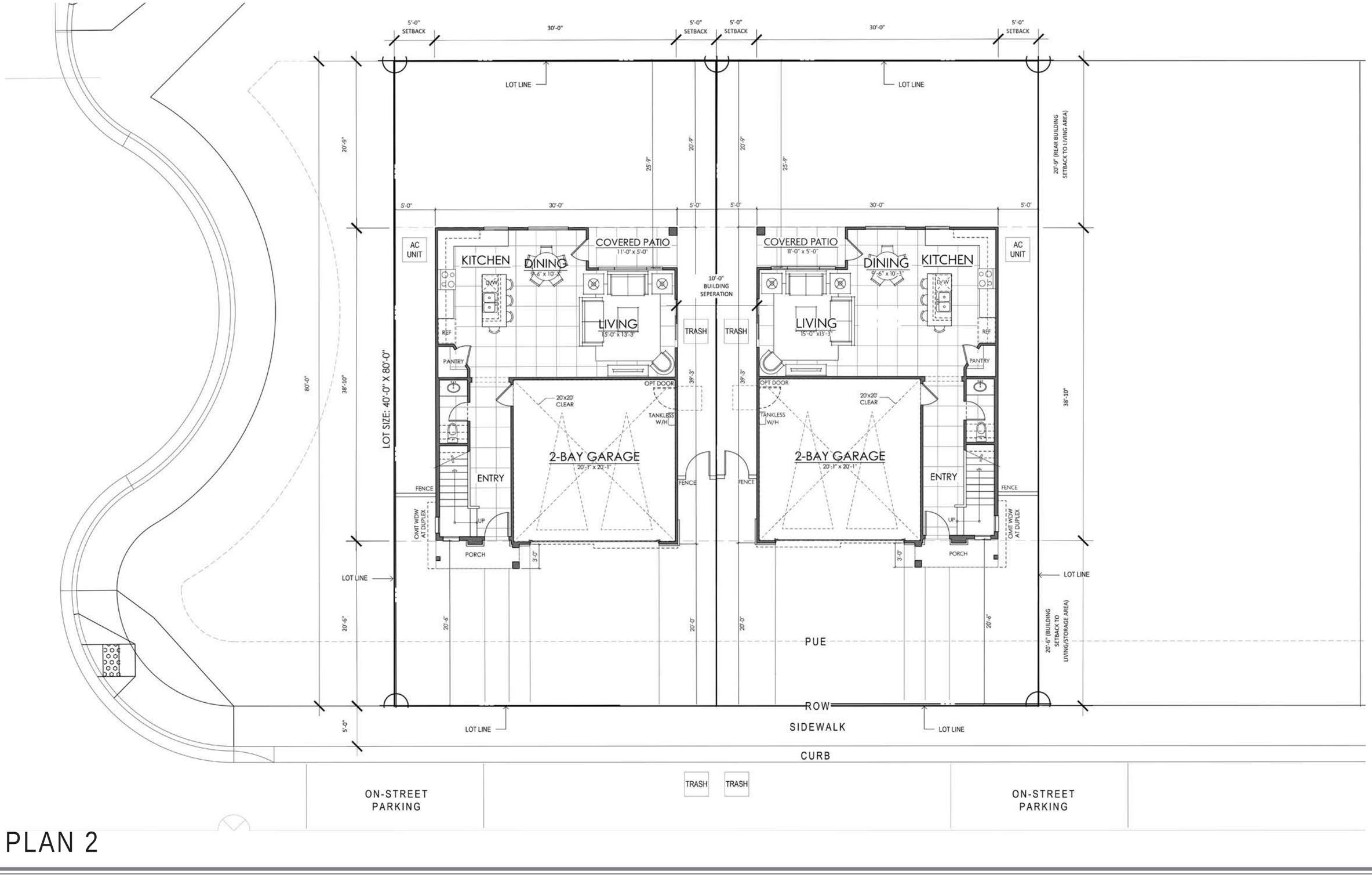
PLAN SCALE 1:40

EXHIBIT K: LOT FIT DIAGRAMS



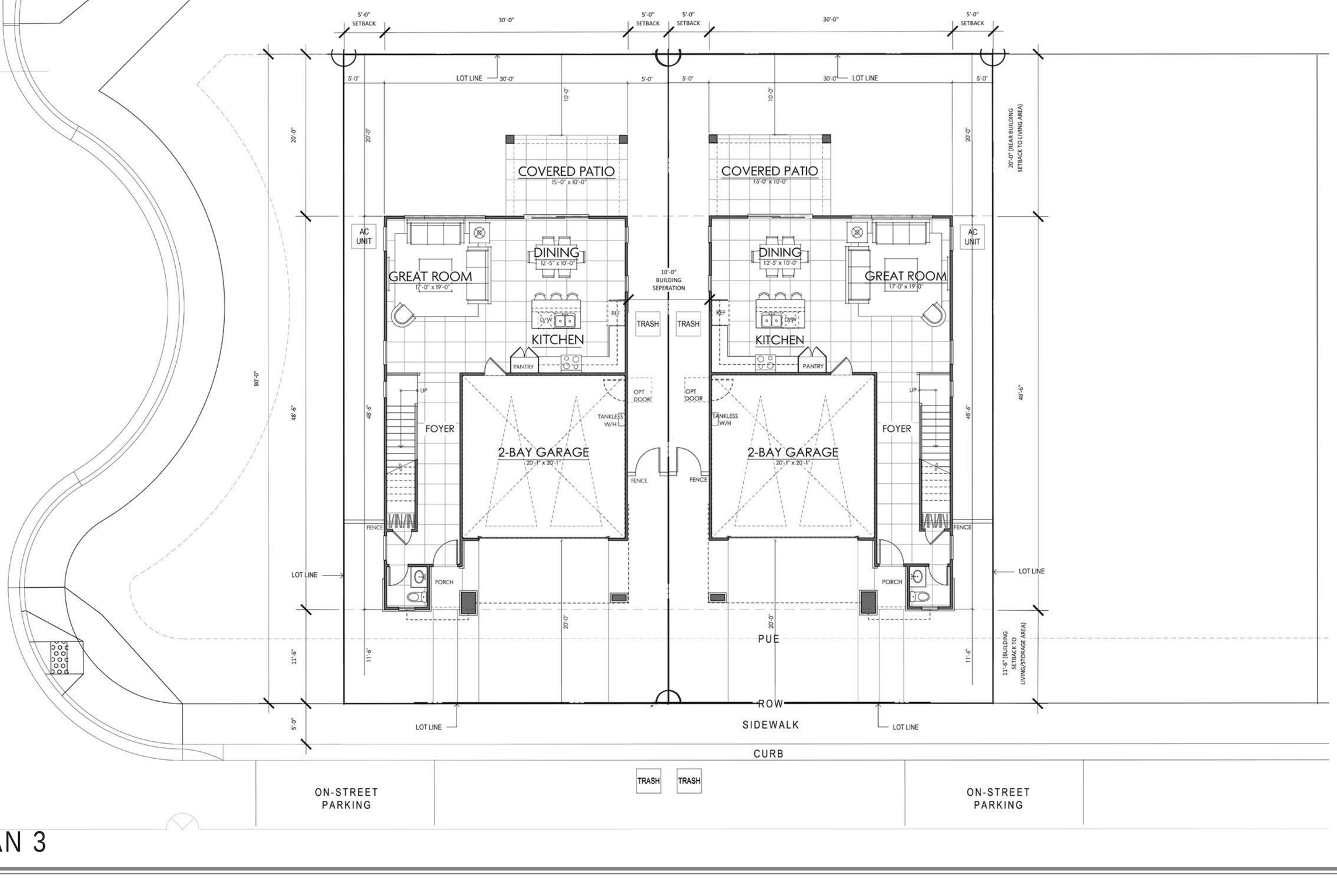
PLAN 1

EXHIBIT K: LOT FIT DIAGRAMS



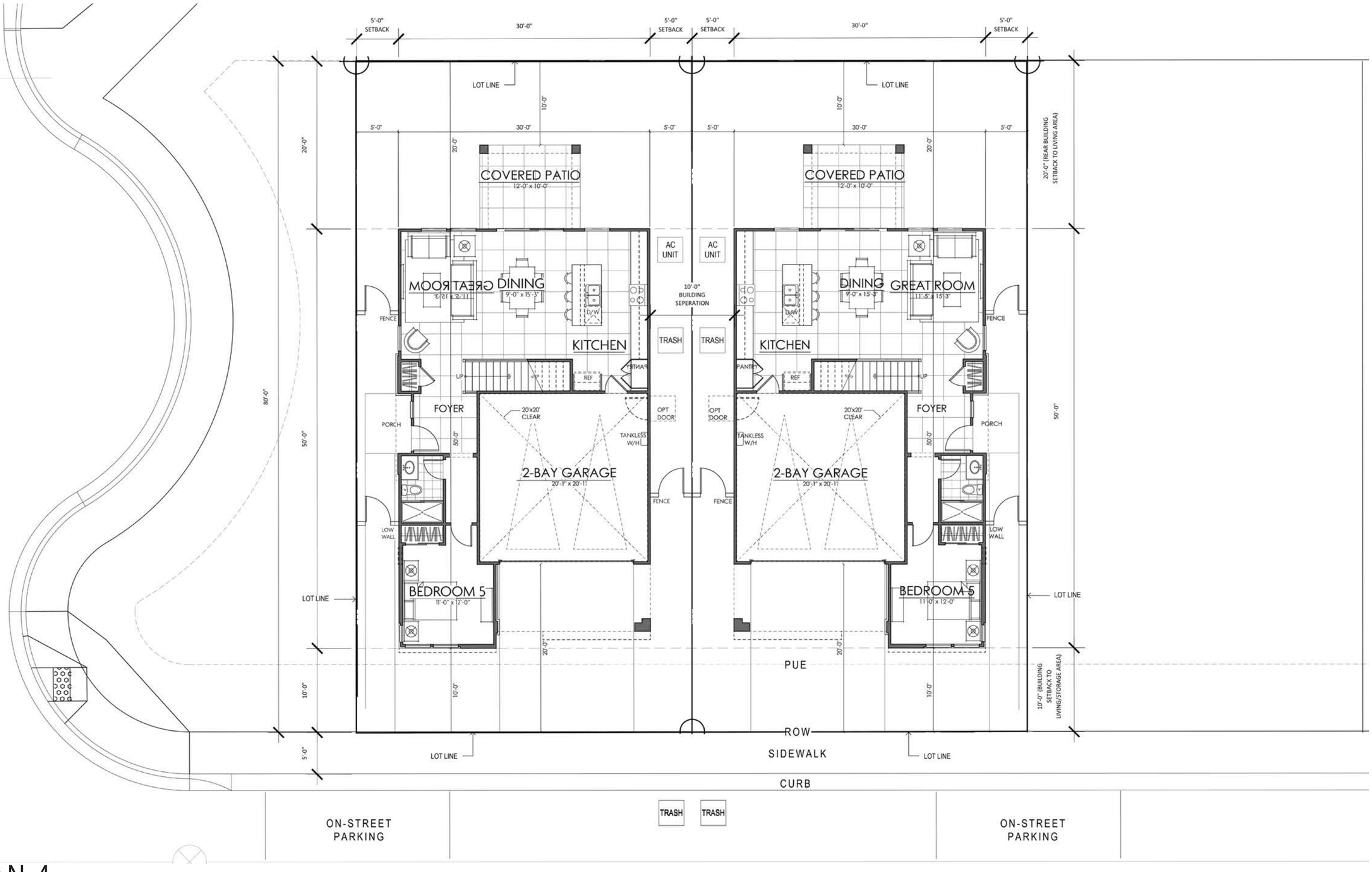
PLAN 2

EXHIBIT K: LOT FIT DIAGRAMS

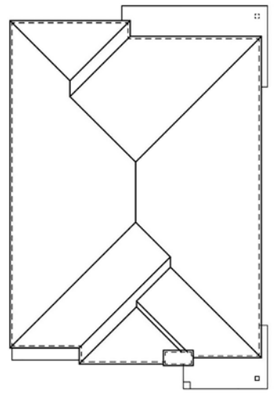


PLAN 3

EXHIBIT K: LOT FIT DIAGRAMS



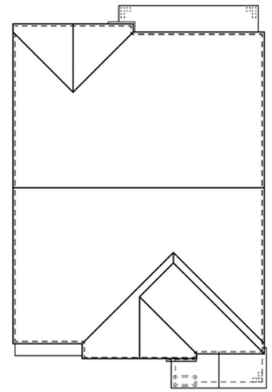
PLAN 4



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "A"

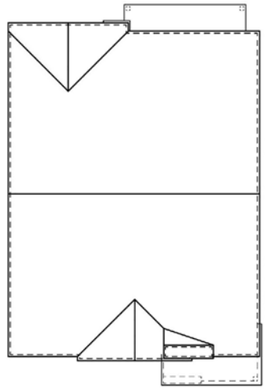
SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "B"

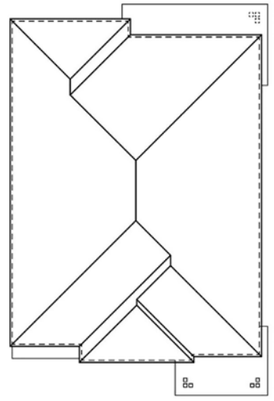
SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "C"

SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "D"

SCALE: 1/8" = 1'-0"

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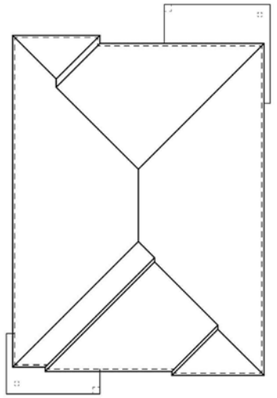
EXHIBIT L: FLOOR & ROOF PLANS

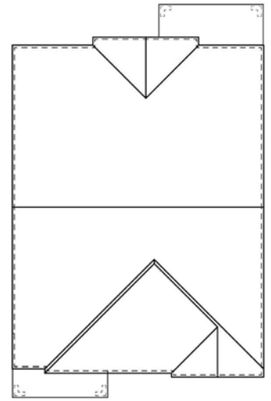
PLAN 1



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "A"

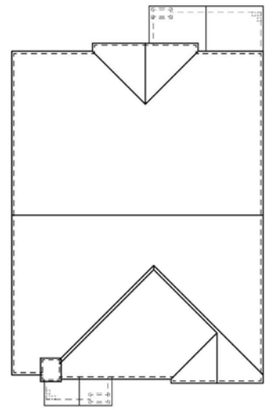
SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "B"

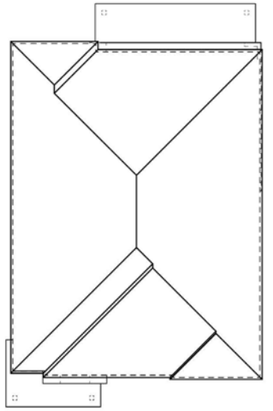
SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "C"

SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "D"

SCALE: 1/8" = 1'-0"

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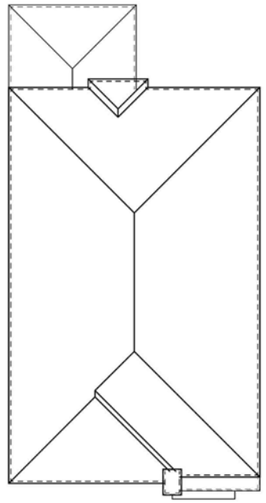
california // 2943 pullman st. suite A
santa ana, ca 92705 / 949 553.8919

EXHIBIT L: FLOOR & ROOF PLANS

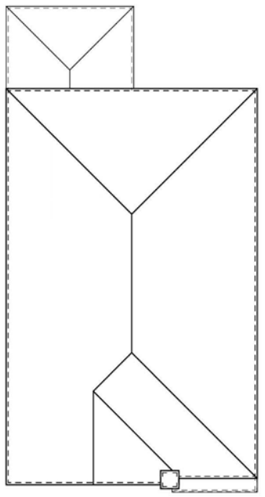
PLAN 2



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "A"

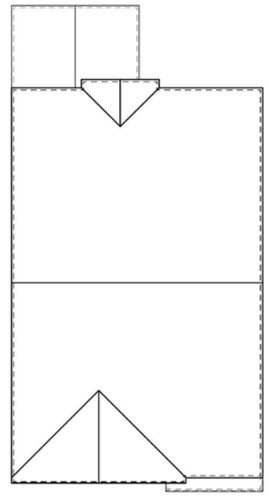
SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "C"

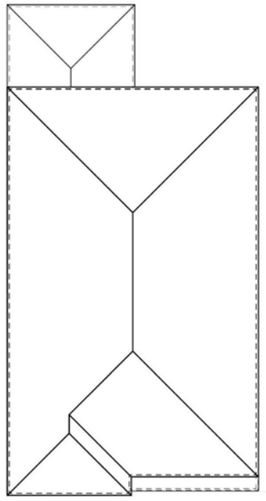
SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "B"

SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "D"

SCALE: 1/8" = 1'-0"

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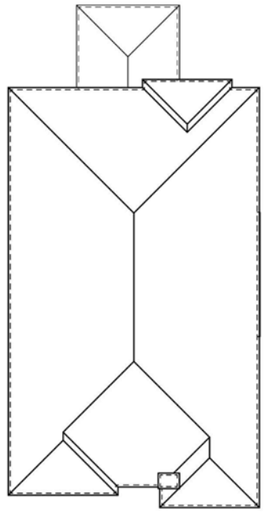
EXHIBIT L: FLOOR & ROOF PLANS

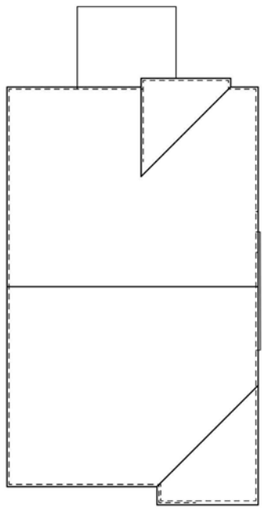
PLAN 3



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "A"

SCALE: 1/8" = 1'-0"



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ROOF PLAN "C"

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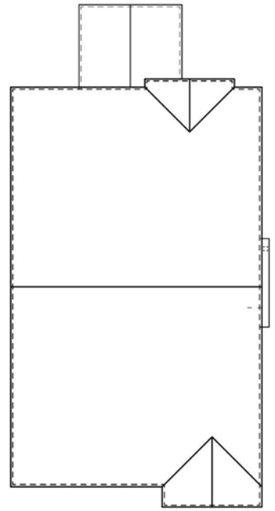

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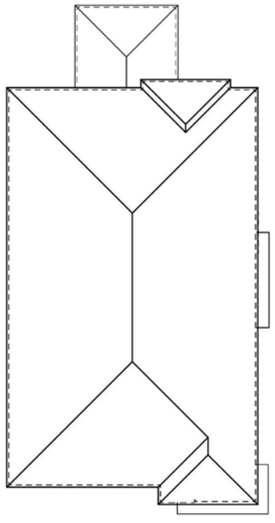
ROOF PLAN "B"

SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "D"

SCALE: 1/8" = 1'-0"

EXHIBIT L: FLOOR & ROOF PLANS

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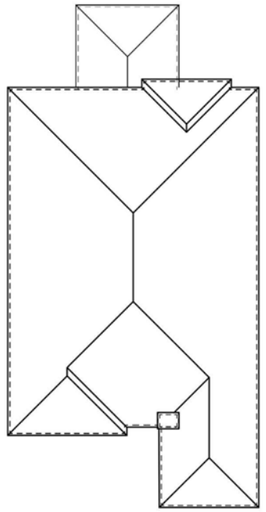
PLAN 4



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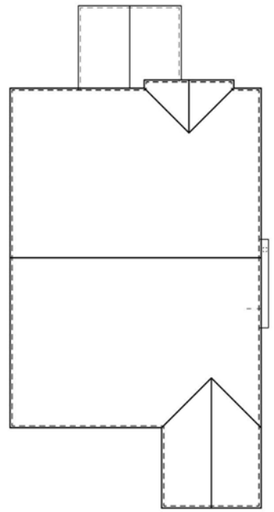
ROOF PLAN "A"

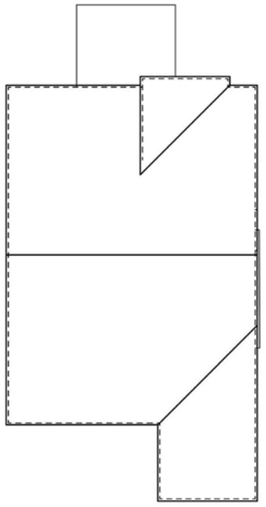
SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "B"

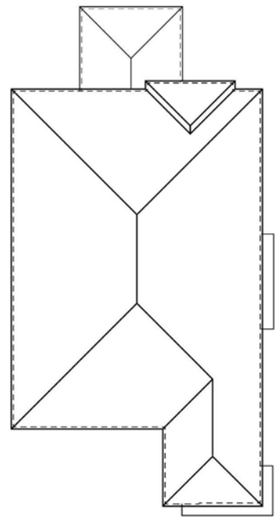
SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "C"

SCALE: 1/8" = 1'-0"



ALL PITCHES 4:12 U.N.O.

ROOF PLAN "D"

SCALE: 1/8" = 1'-0"

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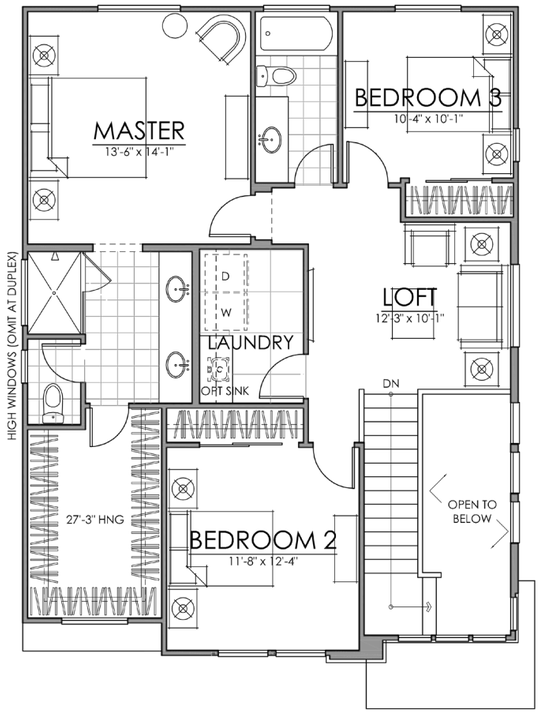
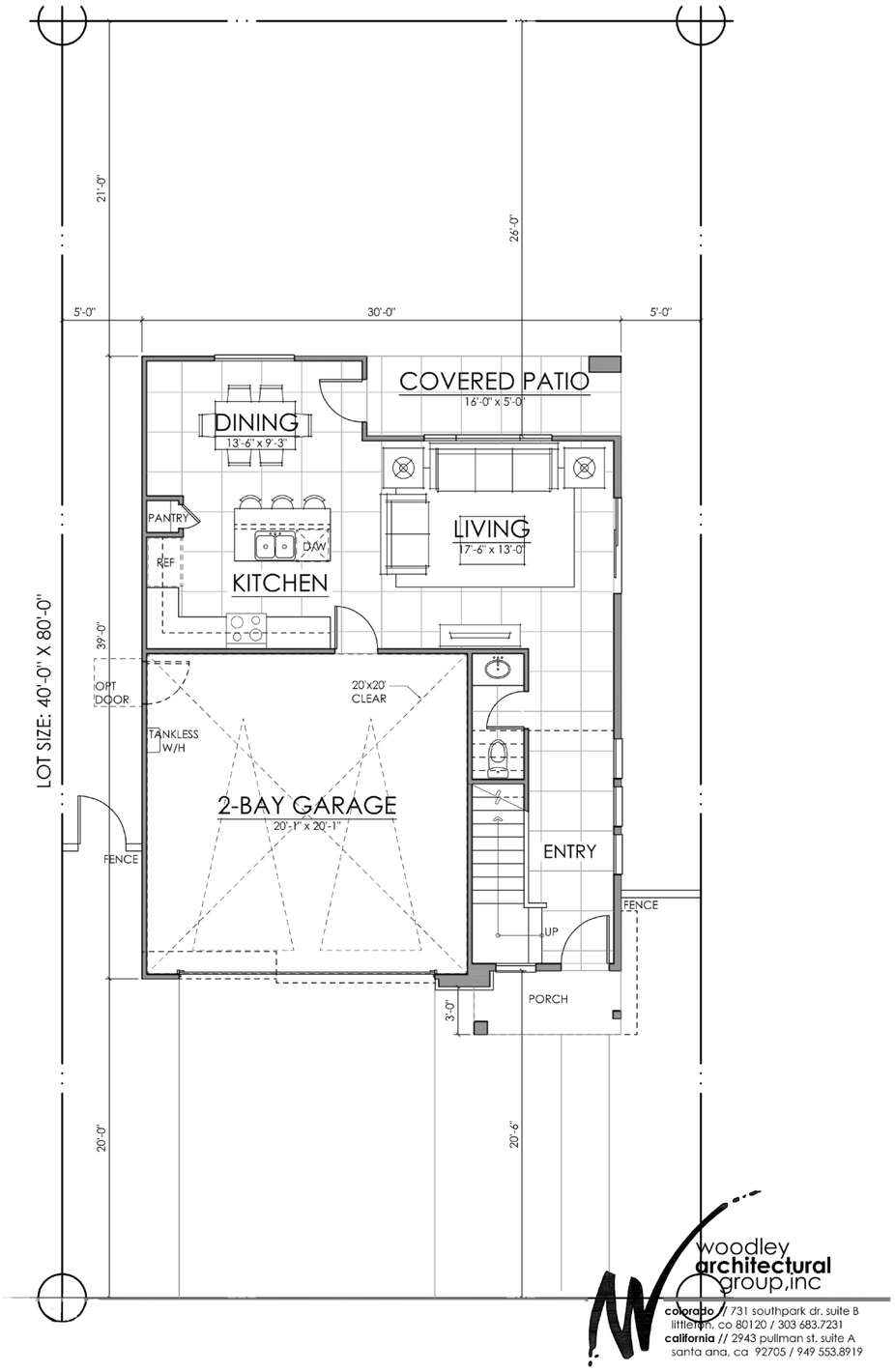
EXHIBIT L: FLOOR & ROOF PLANS

PLAN 4X

EXHIBIT L: FLOOR & ROOF PLANS





FIRST FLOOR	670 SQ. FT.
SECOND FLOOR	1014 SQ. FT.
TOTAL LIVING	**1684 SQ. FT.**
LOT COVERAGE	
FIRST FLOOR	21%
SECOND FLOOR	32%

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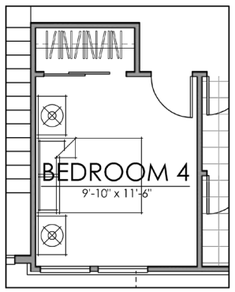
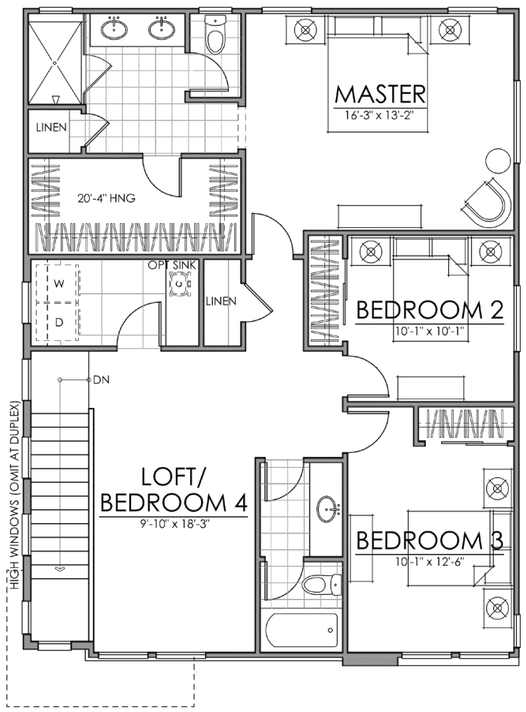
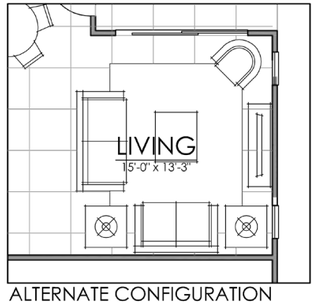
PLAN 1

EXHIBIT L: FLOOR & ROOF PLANS

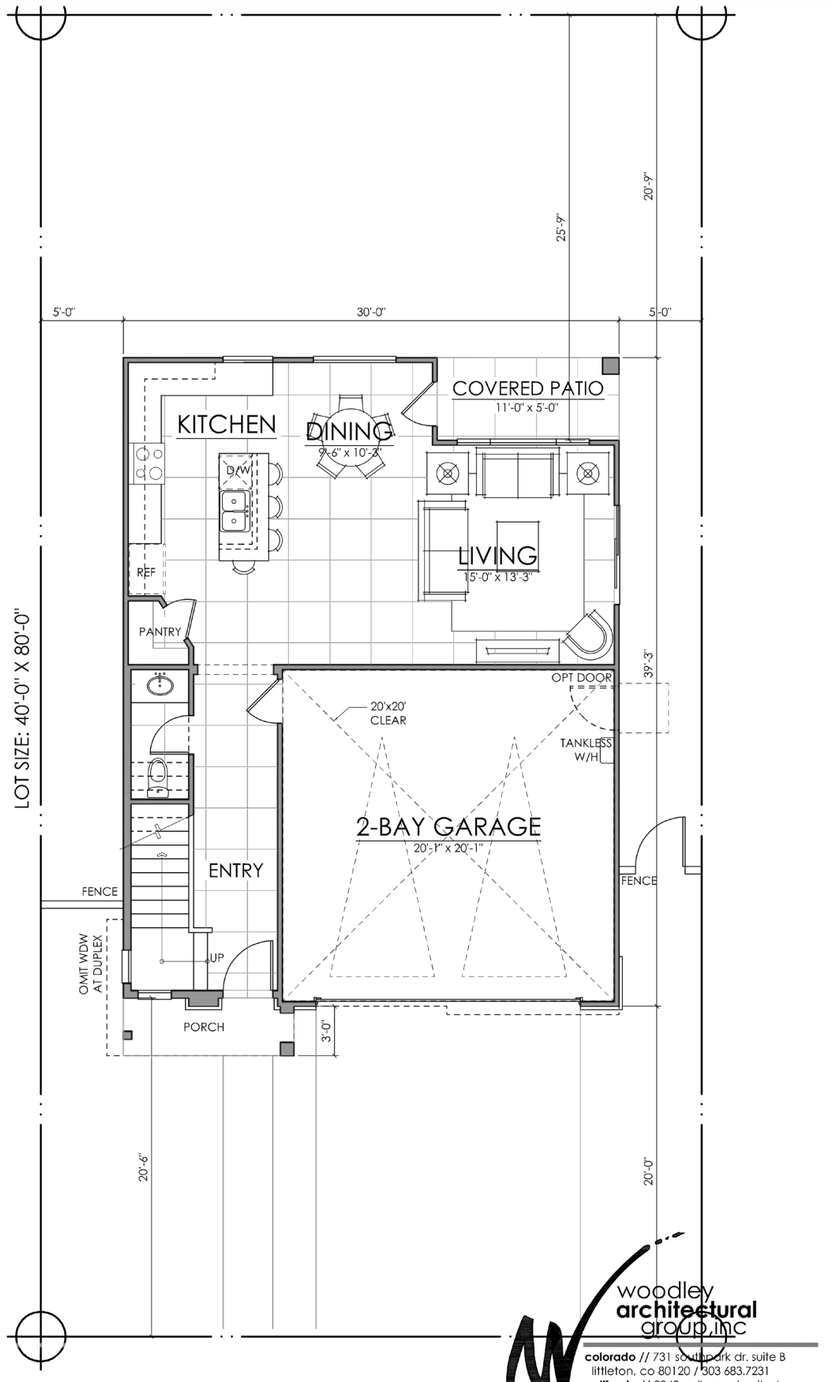


BEDROOM 4 OPTION





ALTERNATE CONFIGURATION



FIRST FLOOR	703 SQ. FT.
SECOND FLOOR	1104 SQ. FT.
TOTAL LIVING	**1807 SQ. FT.**
LOT COVERAGE	
FIRST FLOOR	22%
SECOND FLOOR	35%

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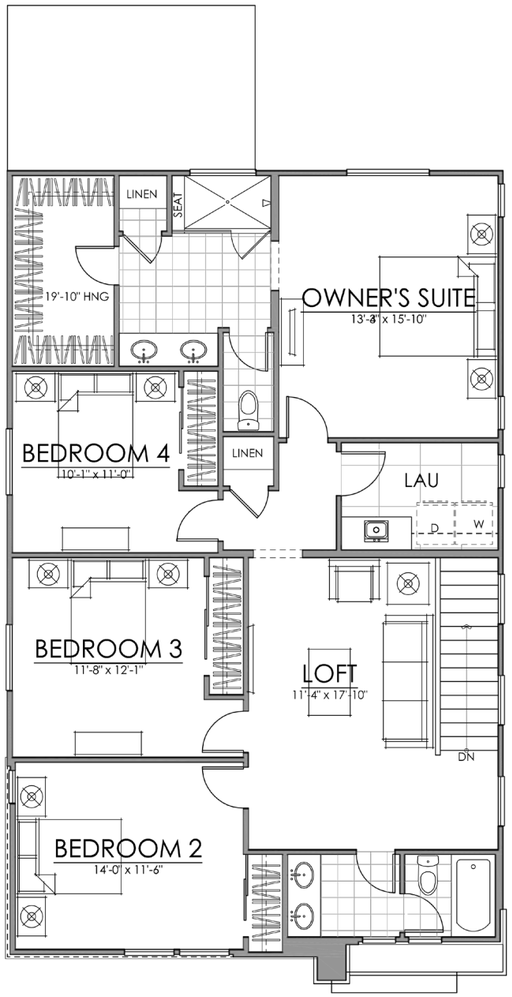
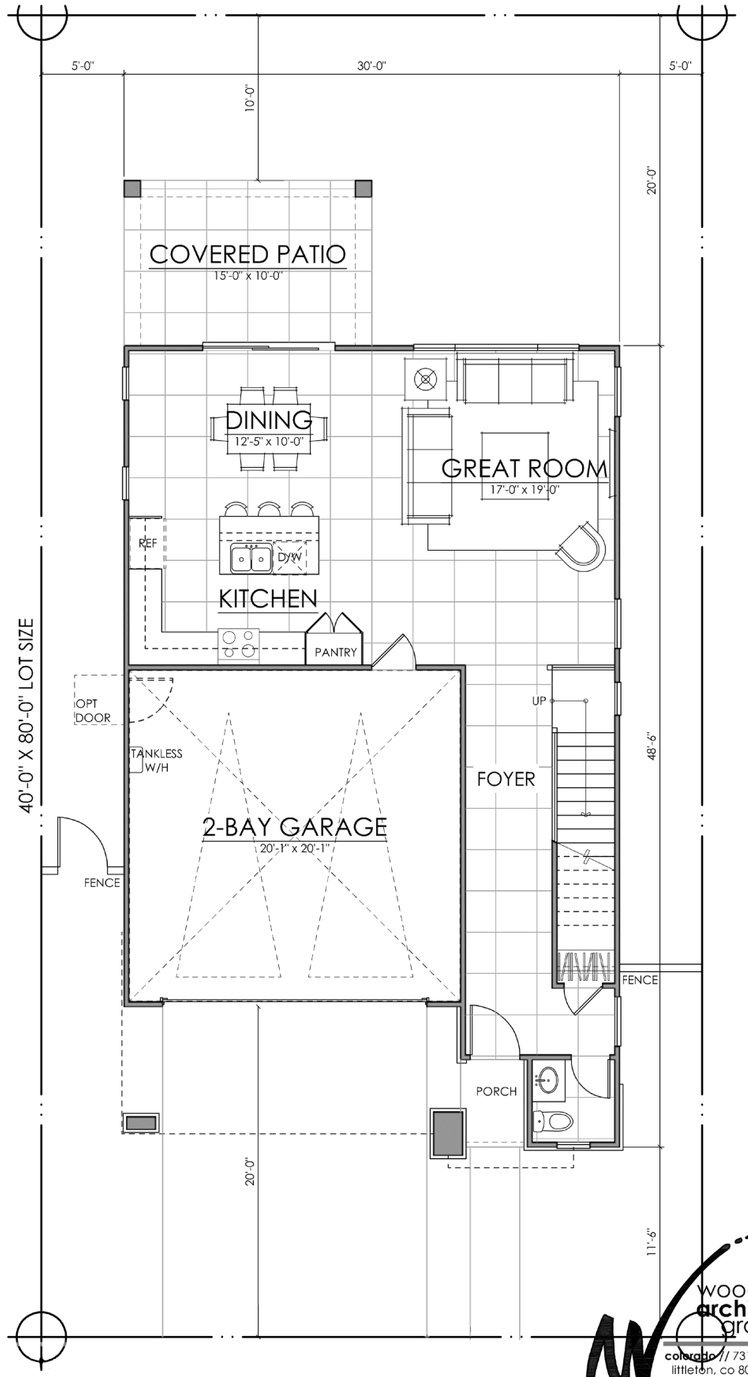
PLAN 2





FIRST FLOOR	845 SQ. FT.
SECOND FLOOR	1370 SQ. FT.
TOTAL LIVING	**2215 SQ. FT.**
LOT COVERAGE	
FIRST FLOOR	26%
SECOND FLOOR	43%

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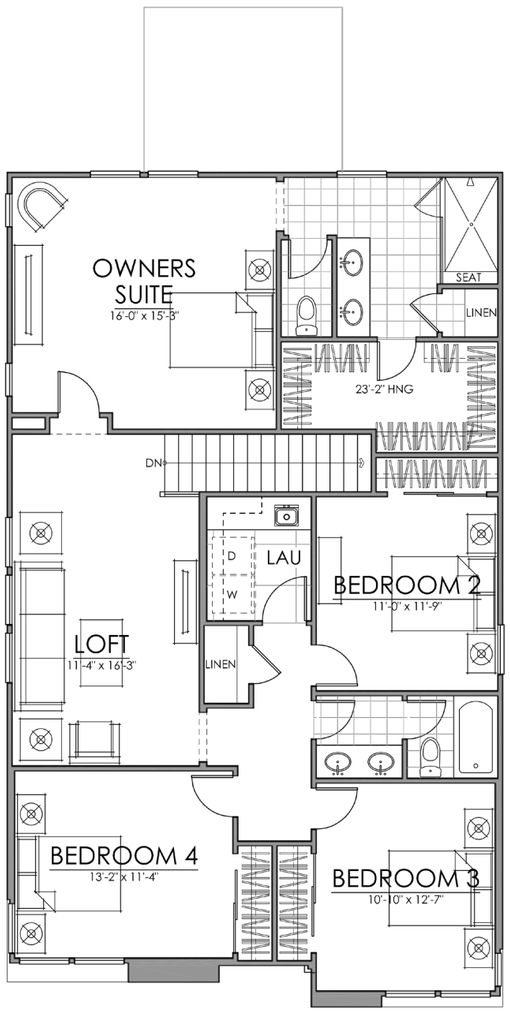
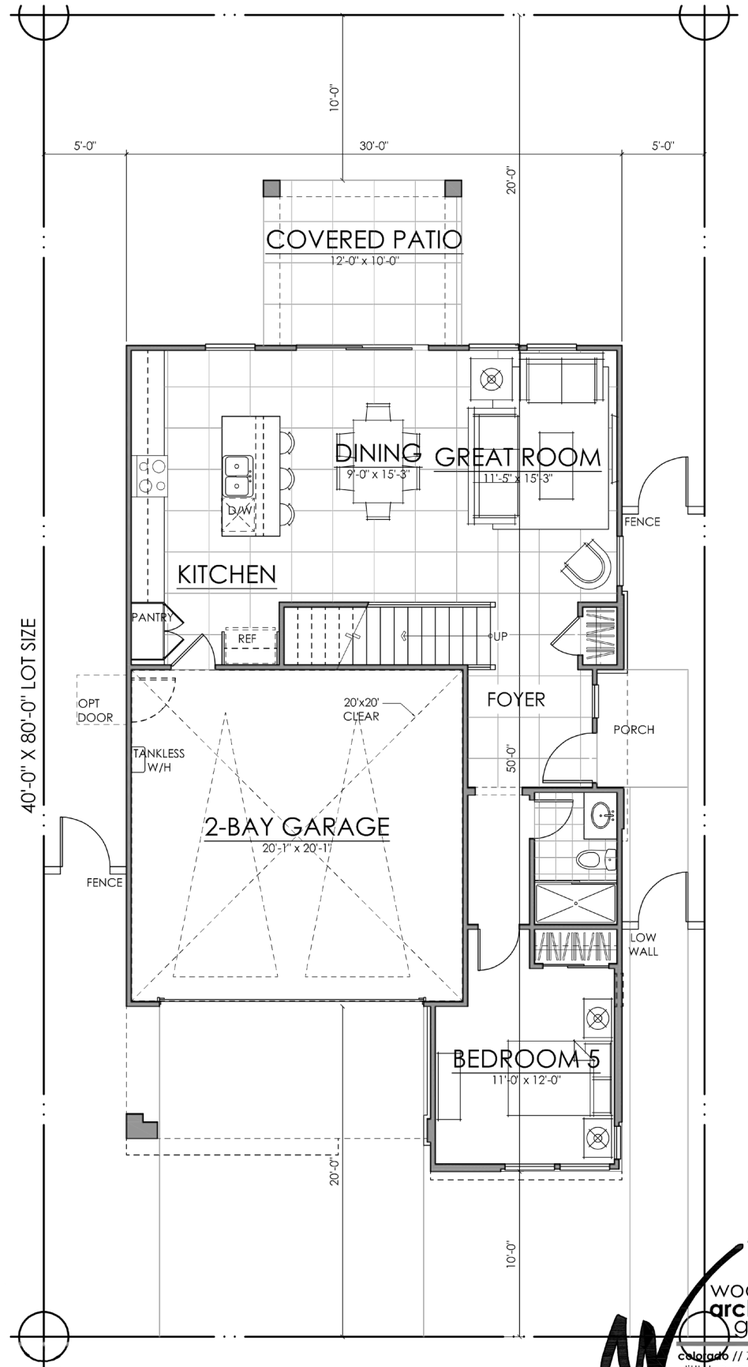
EXHIBIT L: FLOOR & ROOF PLANS

PLAN 3





FIRST FLOOR	891 SQ. FT.
SECOND FLOOR	1419 SQ. FT.
TOTAL LIVING	**2310 SQ. FT.**
LOT COVERAGE	
FIRST FLOOR	28%
SECOND FLOOR	44%

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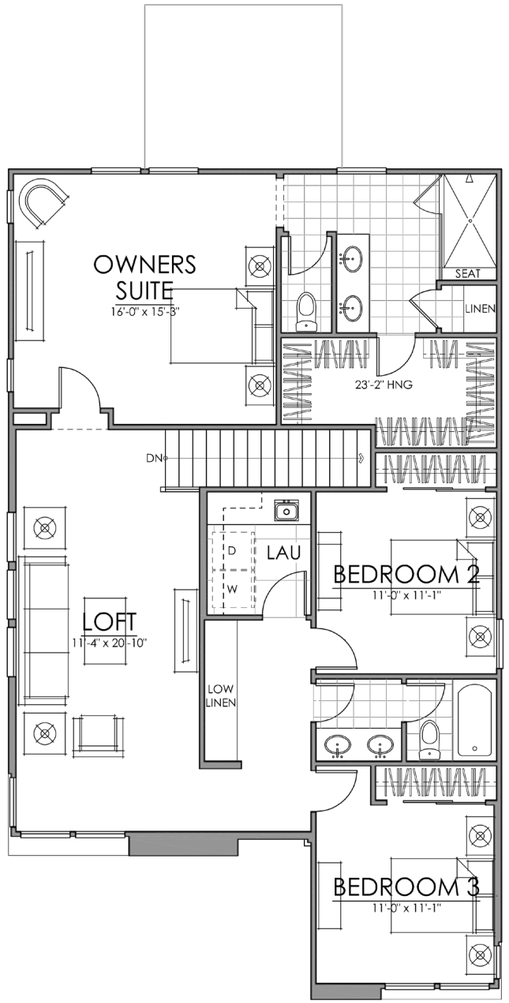
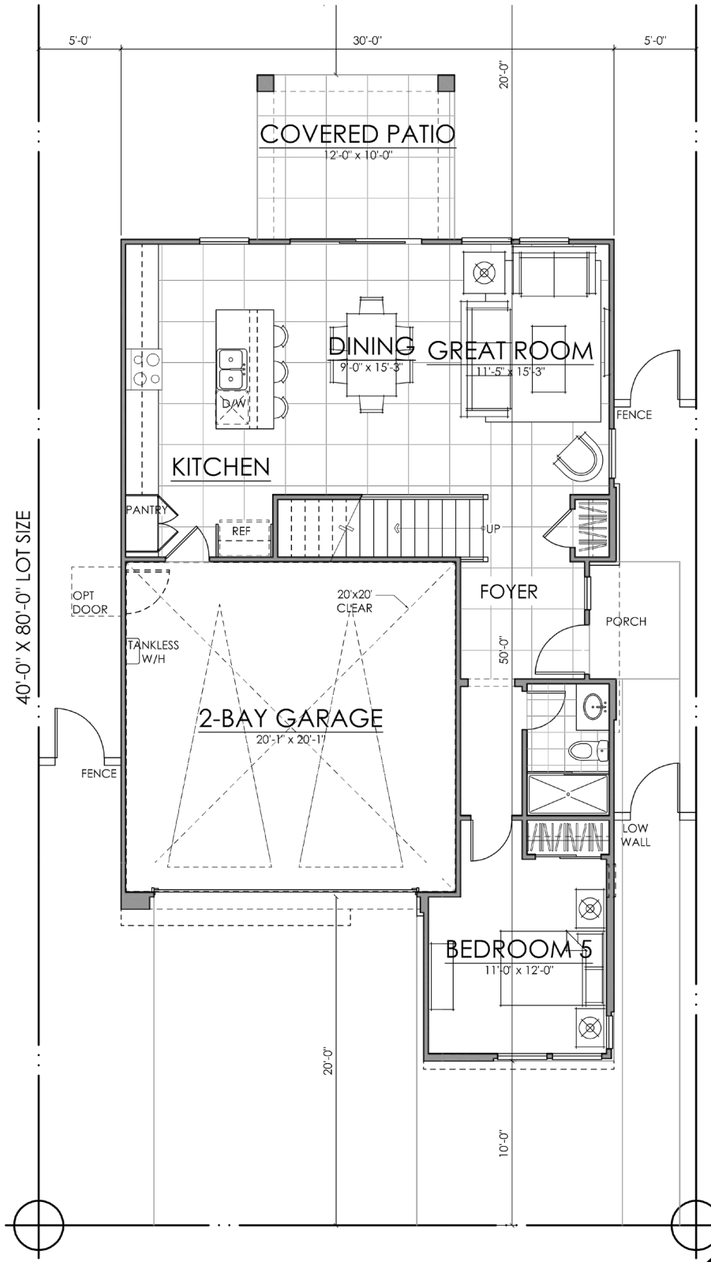
PLAN 4

EXHIBIT L: FLOOR & ROOF PLANS





FIRST FLOOR	891 SQ. FT.
SECOND FLOOR	1286 SQ. FT.
TOTAL LIVING	**2177 SQ. FT.**
LOT COVERAGE	
FIRST FLOOR	28%
SECOND FLOOR	40%

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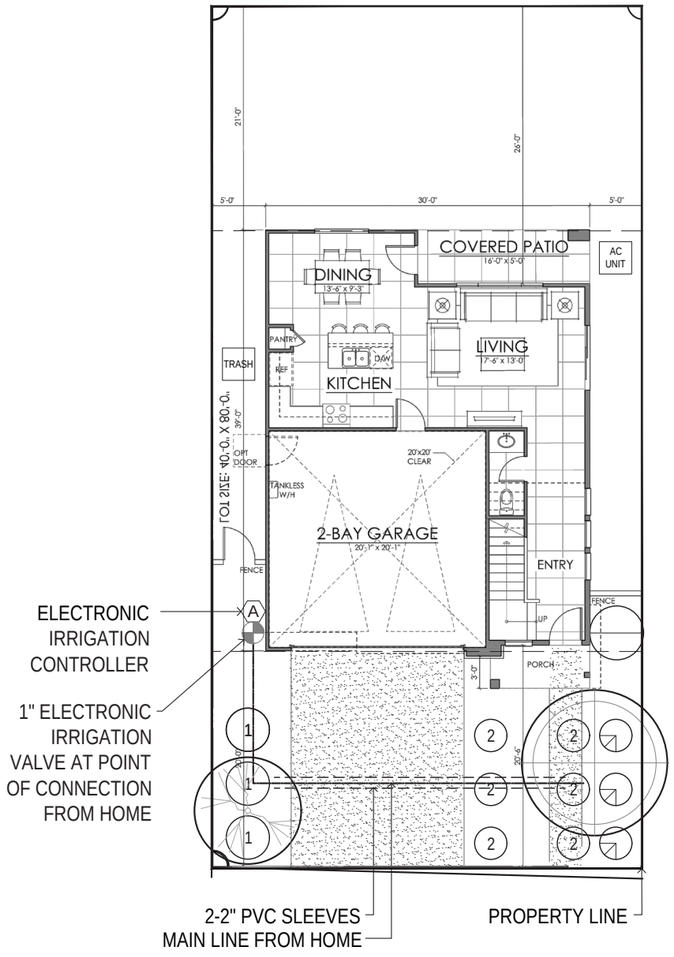
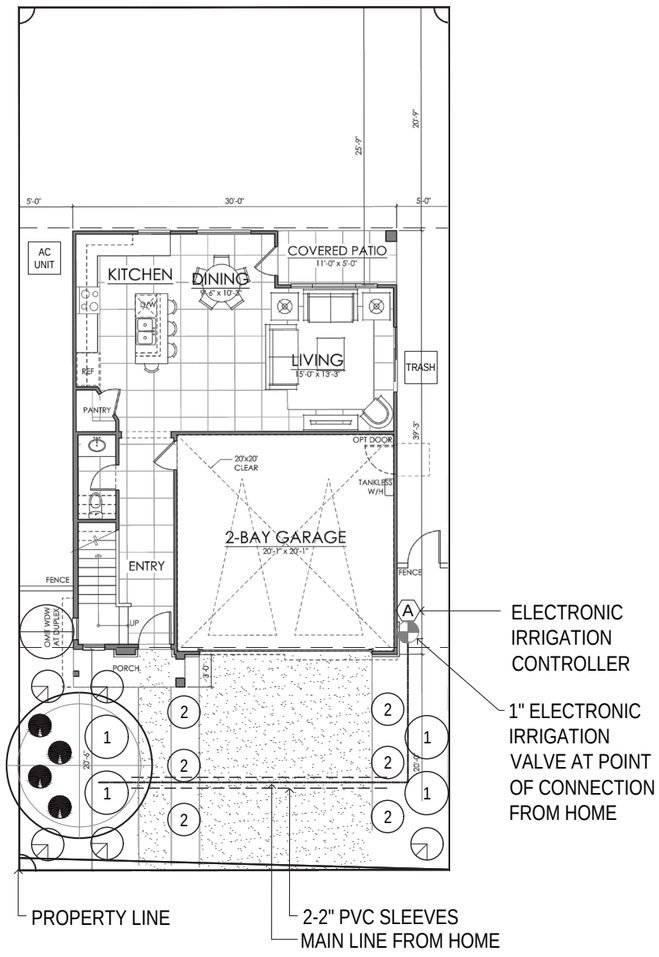
EXHIBIT L: FLOOR & ROOF PLANS

PLAN 4X OPT. SECOND FLOOR



1 Typical Front Yard Landscape - Plan 1

SCALE:NTS



2 Typical Front Yard Landscape - Plan 2

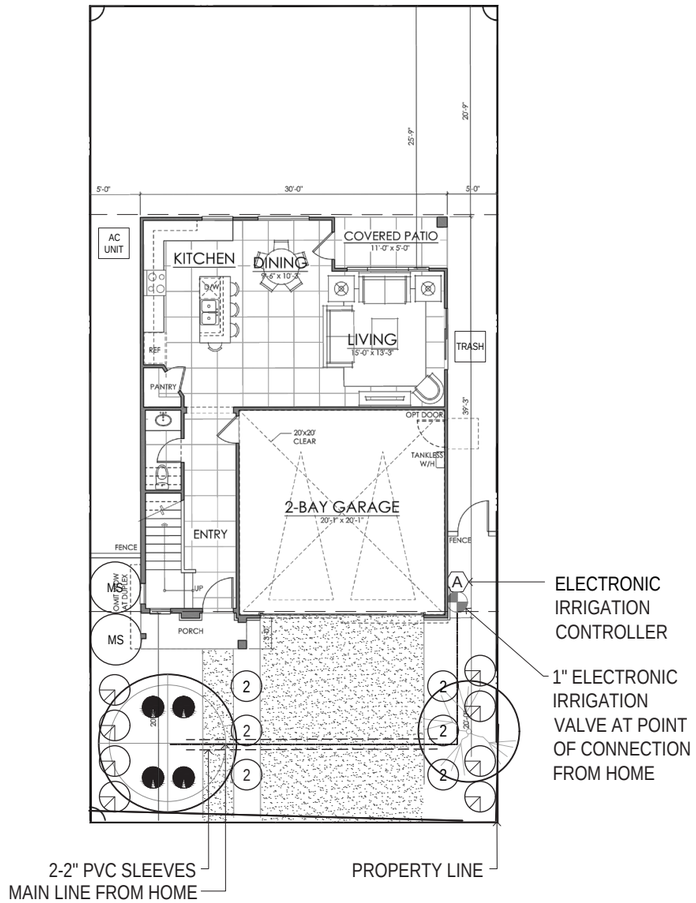
SCALE:NTS

Conceptual Lot Plant Legend

Symbol	Description
Trees	
	24" BOX STREET TREE
	15 GAL ACCENT TREE
Shrubs	
MS	5 GAL. UPRIGHT SHRUB
	5 GAL. FOUNDATION SHRUB
	5 GAL. ACCENT SHRUB
	1 GAL. FOUNDATION SHRUB
	5 GAL. ACCENT SHRUB 1
1	1 GAL. GROUNDCOVER 1
2	1 GAL. GROUNDCOVER 2
	CONCRETE

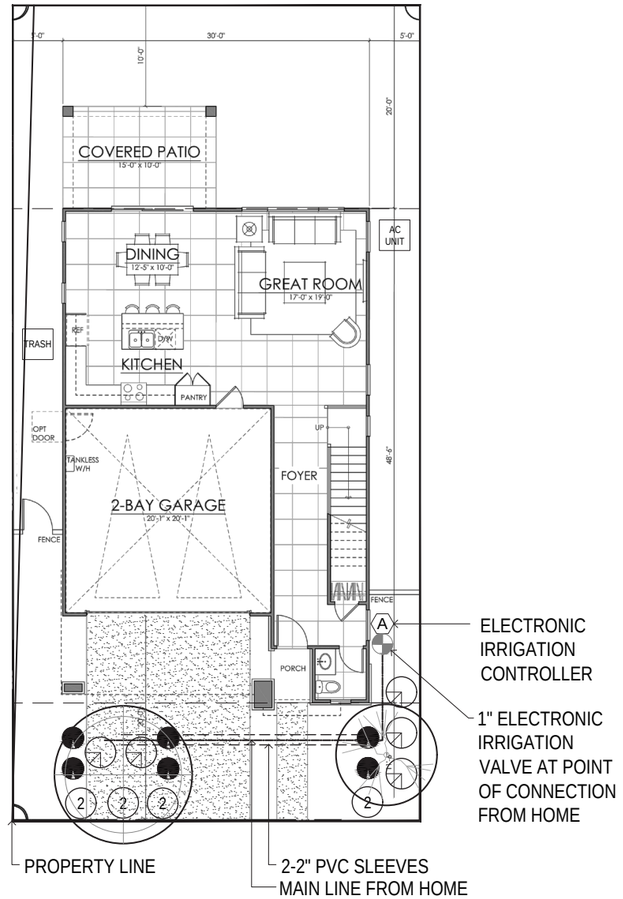
EXHIBIT M: TYPICAL FRONT YARD S

PLAN 1 & 2



3 Typical Front Yard Landscape - Plan 3

SCALE:NTS



4 Typical Front Yard Landscape - Plan 4

SCALE:NTS

Conceptual Lot Plant Legend

Symbol	Description
Trees	
	24" BOX STREET TREE
	15 GAL ACCENT TREE
Shrubs	
MS	5 GAL. UPRIGHT SHRUB
	5 GAL. FOUNDATION SHRUB
	5 GAL. ACCENT SHRUB
	1 GAL. FOUNDATION SHRUB
	5 GAL. ACCENT SHRUB 1
1	1 GAL. GROUNDCOVER 1
2	1 GAL. GROUNDCOVER 2
	CONCRETE

EXHIBIT M: TYPICAL FRONT YARDS

PLAN 3 & 4

elevationA - DESERT CONTEMPORARY

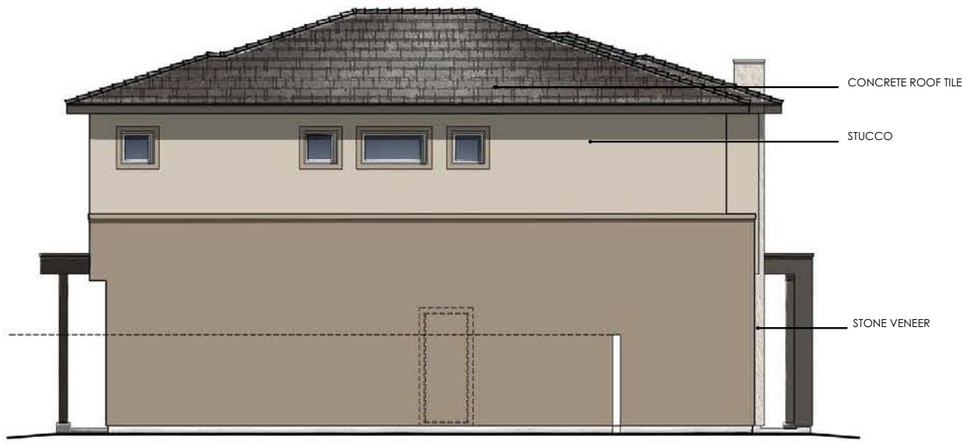
SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN ONE | ELEVATION A | DESERT CONTEMPORARY

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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EXHIBIT N: CONCEPT ELEVATIONS

elevationB - MODERN SPANISH

SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN ONE | ELEVATION B | MODERN SPANISH

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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elevationC - MID-CENTURY MODERN

SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN ONE | ELEVATION C | MID-CENTURY MODERN

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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EXHIBIT N: CONCEPT ELEVATIONS

elevationD - MODERN PRAIRIE

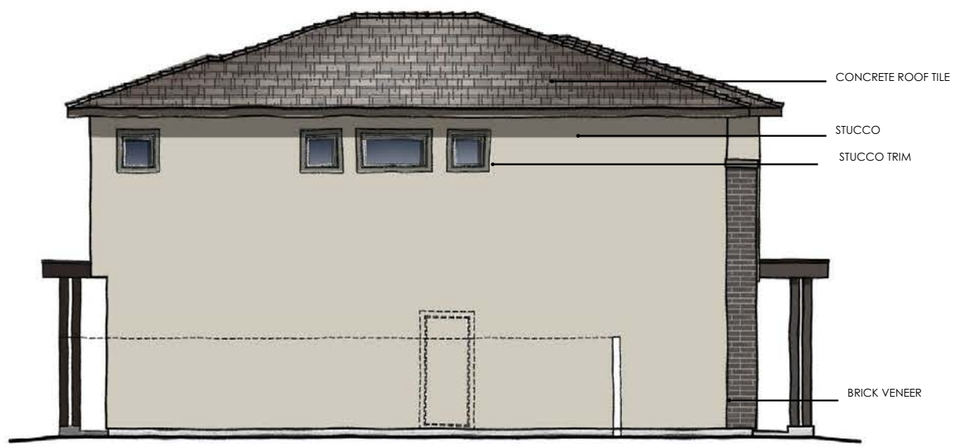
SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN ONE | ELEVATION D | MODERN PRAIRIE

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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EXHIBIT N: CONCEPT ELEVATIONS

elevationA - DESERT CONTEMPORARY

SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN TWO | ELEVATION A | DESERT CONTEMPORARY

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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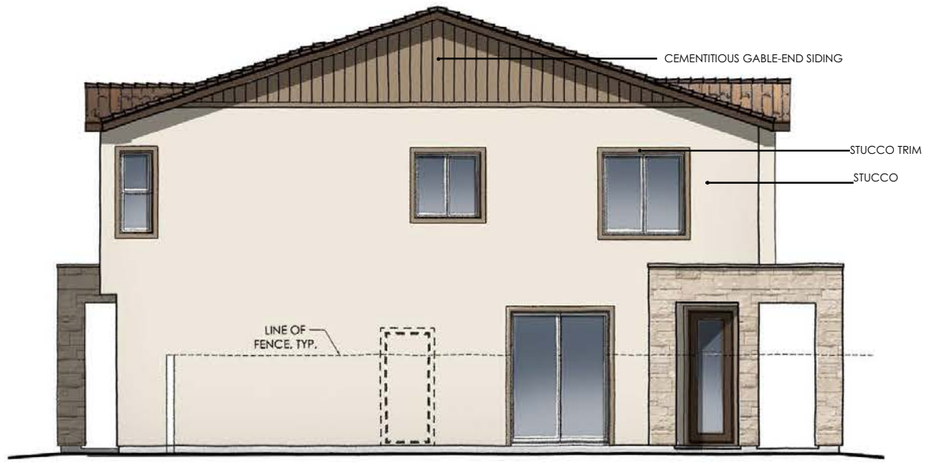
elevationB - MODERN SPANISH

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN TWO | ELEVATION B | MODERN SPANISH

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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elevationC - MID-CENTURY MODERN

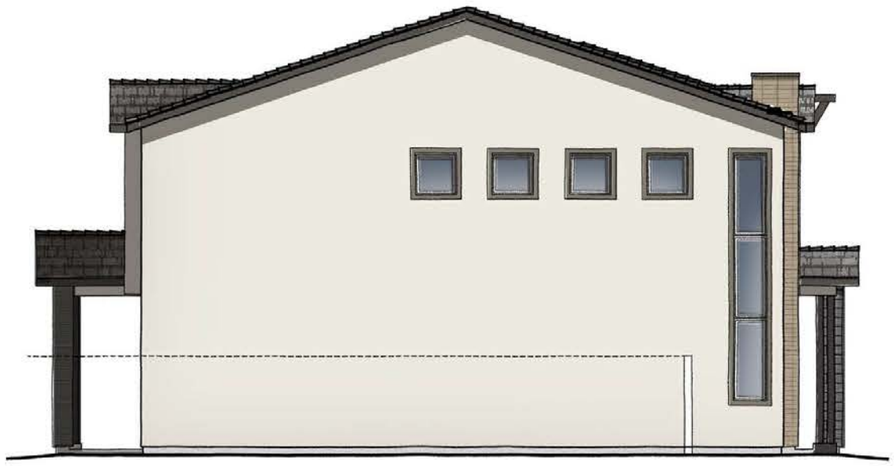
SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN TWO | ELEVATION C | MID-CENTURY MODERN

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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elevationD - MODERN PRAIRIE

SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN TWO | ELEVATION D | MODERN PRAIRIE

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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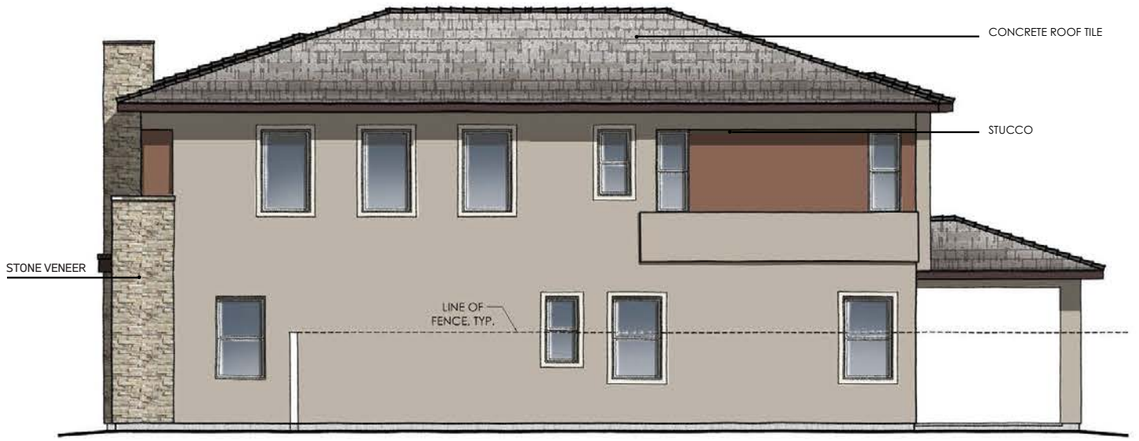
EXHIBIT N: CONCEPT ELEVATIONS

EXHIBIT N: CONCEPT ELEVATIONS

elevationA - DESERT CONTEMPORARY

SCALE: 1/4" = 1'-0"

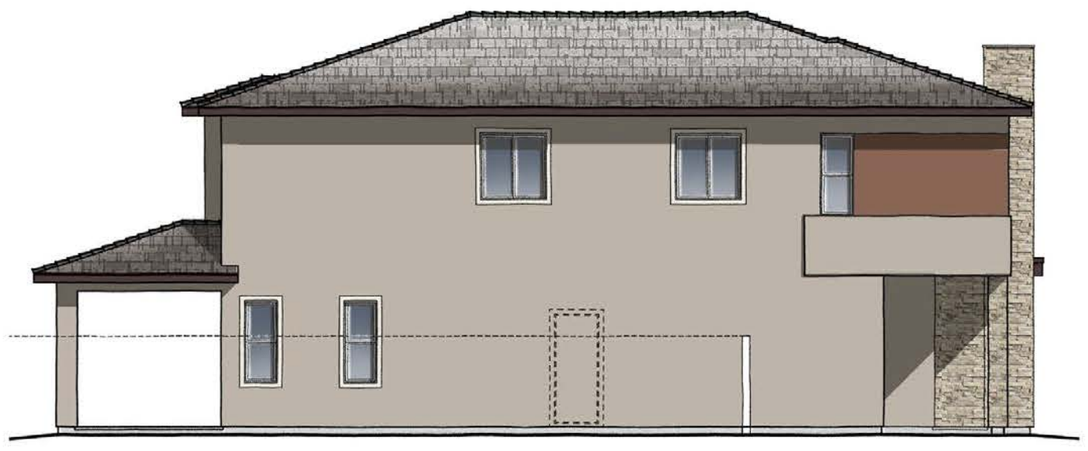


RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN THREE | ELEVATION A | DESERT CONTEMPORARY

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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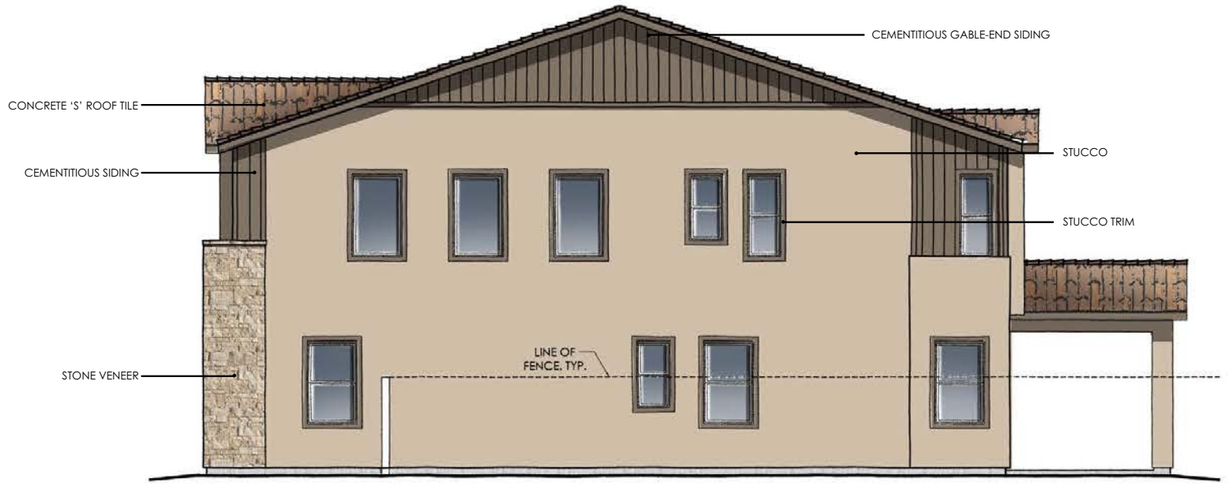
elevationB - MODERN SPANISH

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN THREE | ELEVATION B | MODERN SPANISH

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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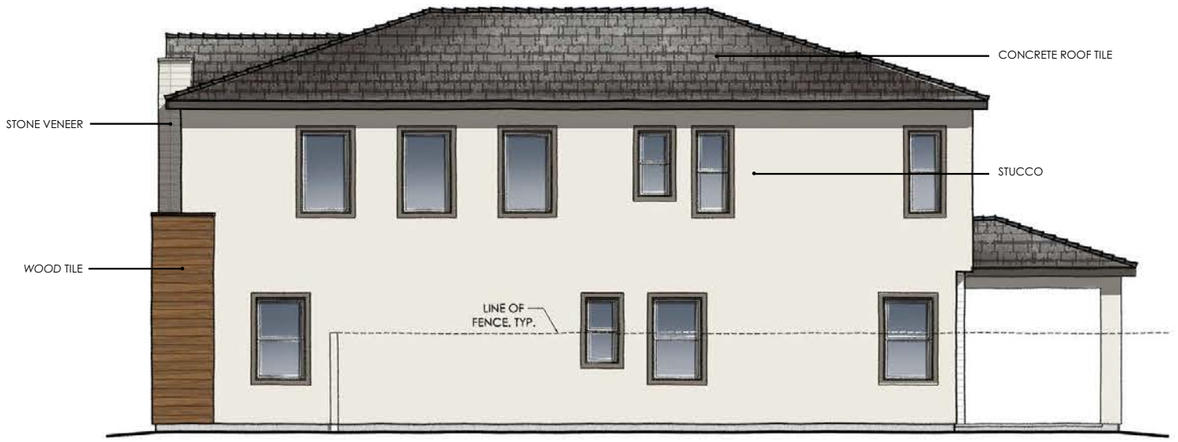
EXHIBIT N: CONCEPT ELEVATIONS

elevationC - MID-CENTURY MODERN

SCALE: 1/4" = 1'-0"

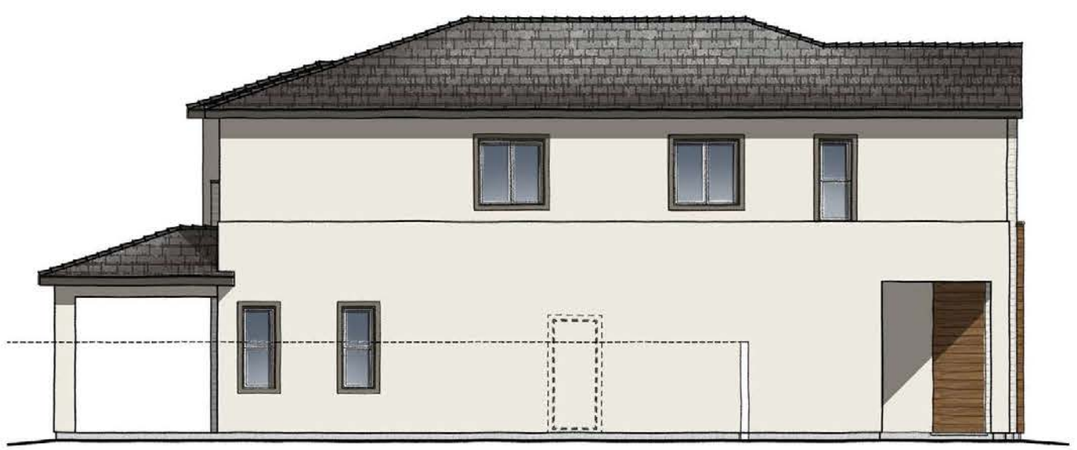


RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN THREE | ELEVATION C | MID-CENTURY MODERN

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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EXHIBIT N: CONCEPT ELEVATIONS

elevationD - MODERN PRAIRIE

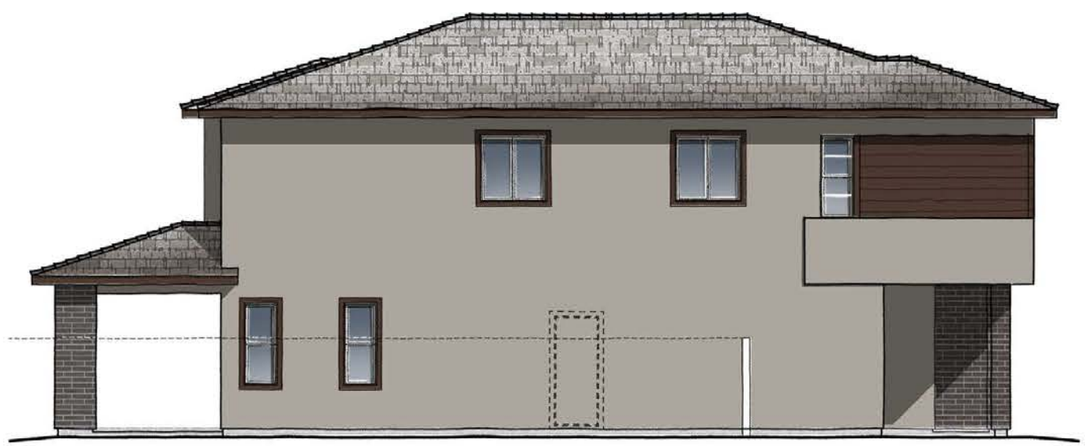
SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN THREE | ELEVATION D | MODERN PRAIRIE

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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elevationA - DESERT CONTEMPORARY

SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN FOUR | ELEVATION A | DESERT CONTEMPORARY

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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EXHIBIT N: CONCEPT ELEVATIONS

elevationB - MODERN SPANISH

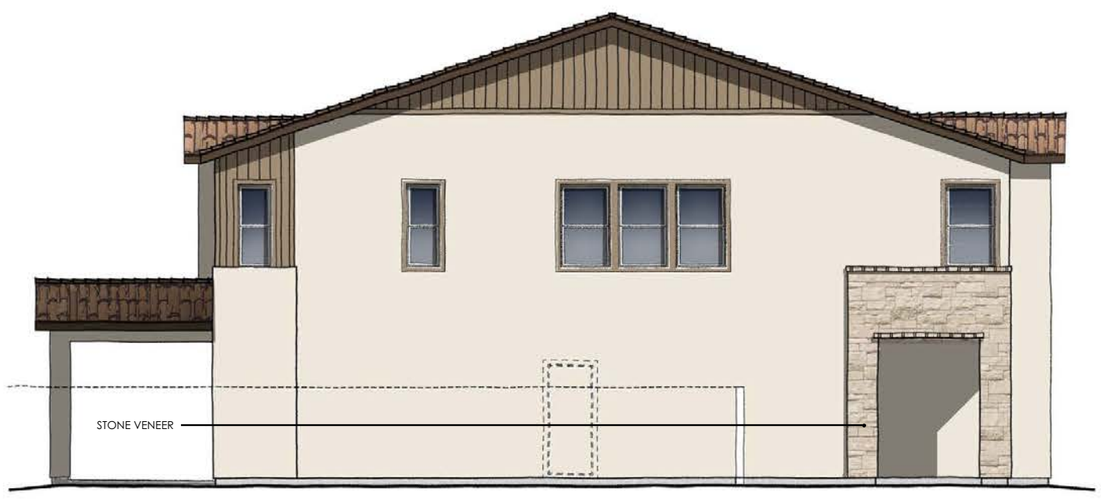
SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN FOUR | ELEVATION B | MODERN SPANISH

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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elevationD - MODERN PRAIRIE

SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN FOUR | ELEVATION C | MID-CENTURY MODERN

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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EXHIBIT N: CONCEPT ELEVATIONS

elevationD - MODERN PRAIRIE

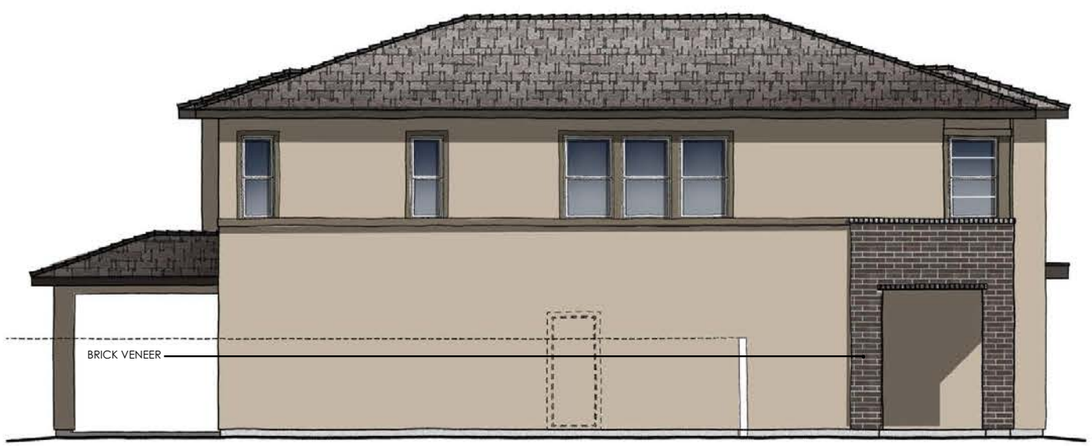
SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

12.02.20

ARCADIA

PLAN FOUR | ELEVATION D | MODERN PRAIRIE

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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EXHIBIT N: CONCEPT ELEVATIONS

EXHIBIT N: CONCEPT ELEVATIONS

elevationA - DESERT CONTEMPORARY

SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

OPTIONAL SECOND FLOOR

PLAN FOUR | ELEVATION A | DESERT CONTEMPORARY

12.02.20

ARCADIA

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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elevationB - MODERN SPANISH

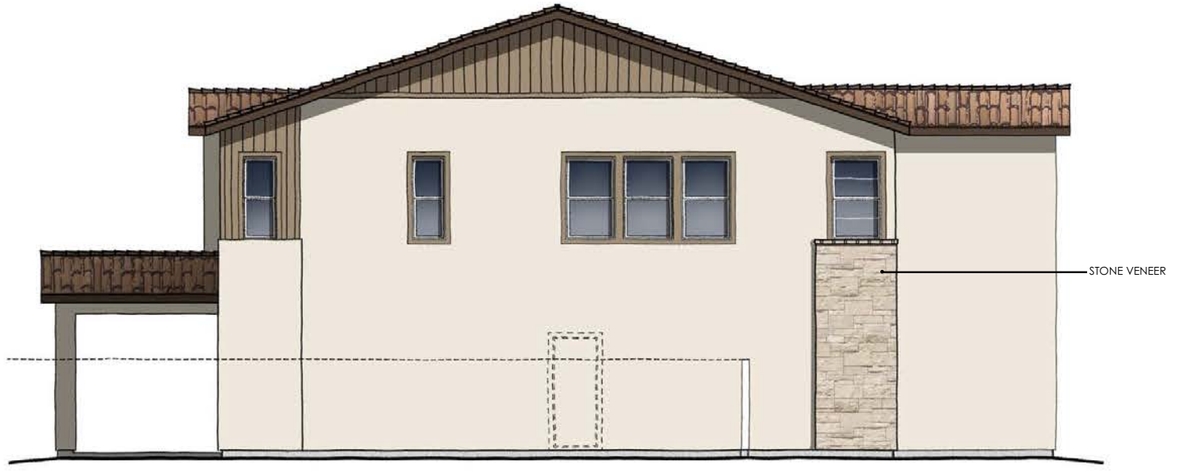
SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

OPTIONAL SECOND FLOOR

PLAN FOUR | ELEVATION B | MODERN SPANISH

12.02.20

ARCADIA

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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elevationC - MID-CENTURY MODERN

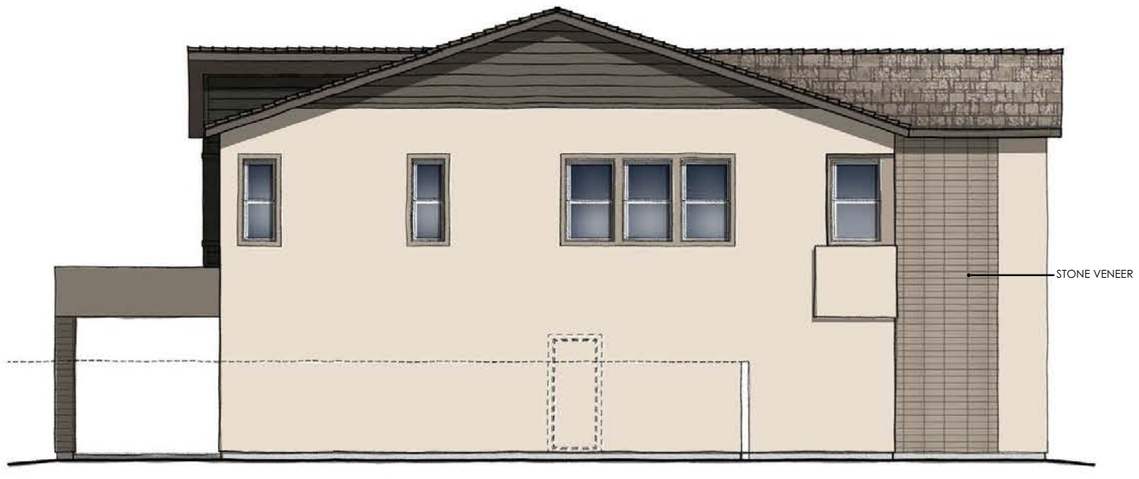
SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

OPTIONAL SECOND FLOOR

PLAN FOUR | ELEVATION C | MID-CENTURY MODERN

12.02.20

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

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ARCADIA

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santa ana, ca 92705 / 949.553.8919

EXHIBIT N: CONCEPT ELEVATIONS

EXHIBIT N: CONCEPT ELEVATIONS

elevationD - MODERN PRAIRIE

SCALE: 1/4" = 1'-0"

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

OPTIONAL SECOND FLOOR

PLAN FOUR | ELEVATION D | MODERN PRAIRIE

12.02.20

HUDSON CROSSING | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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ARCADIA

woodley architectural group,inc

colorado // 731 southpark dr. suite B
littleton, co 80120 / 303 683.7231
california // 2943 pullman st. suite A
santa ana, ca 92705 / 949 553.8919

EXHIBIT O: COLOR SCEHEMES & MATERIALS

SCHEME 1
ELEVATION A | DESERT CONTEMPORARY

SCHEME 2
ELEVATION A | DESERT CONTEMPORARY

SCHEME 3
ELEVATION A | DESERT CONTEMPORARY

SCHEME 4
ELEVATION B | MODERN SPANISH

SCHEME 5
ELEVATION B | MODERN SPANISH

SCHEME 6
ELEVATION B | MODERN SPANISH

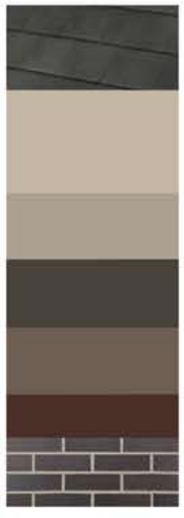
SCHEME 7
ELEVATION C | MID-CENTURY MODERN

SCHEME 8
ELEVATION C | MID-CENTURY MODERN

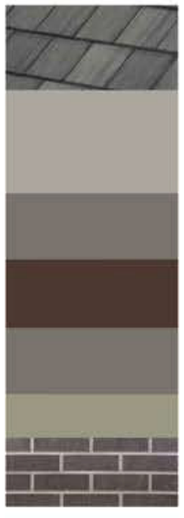
SCHEME 9
ELEVATION C | MID-CENTURY MODERN

SCHEME 10
ELEVATION D | MODERN PRAIRIE

SCHEME 11
ELEVATION D | MODERN PRAIRIE



SCHEME 12
ELEVATION D | MODERN PRAIRIE



LIGHT FIXTURE

woodley architectural group, inc
colorado // 731 southpark dr. suite 8
littleton, co 80120 / 303.683.7231
california // 2943 pullman st. suite A
santa ana, ca 92705 / 949.553.8919

HUDSON CROSSING | CHANDLER ARIZONA
ARCADIA COMMUNITIES

Original Date | 03.17.20
Add Stucco II A Elev. | 08.27.20
Add Gable-End Siding | 09.21.20
Color Changes | 12.10.20

MATERIALS		
Paint: Sherwin Williams	Wood Tile: Dal Tile	Stone: El Dorado Stone
Roof: Boral Roof	Schluter: Schluter Systems	Stone: Creative Mines
Grout: Solomon Colors, Inc	Brick:Endicott	Wall Tile Grout: Laticrete
		Garage Door: Wayne Dalton

ELEVATION A *DESERT CONTEMPORARY*	SCHEME | 1	SCHEME | 2	SCHEME | 3
ROOF | *SAXONY 900 SLATE*	1FJCS5360 Stone Mountain Dark	1FJCS3233 Brown Blend	1FJCS0330 Appalachian Blend
STUCCO I	SW 7036 Accessible Beige	SW 6108 Latte	SW 7044 Amazing Gray
STUCCO II	SW 9174 Moth Wing	SW 9108 Double Latte	SW 6061 Tanbark
TRIM	SW 7038 Tony Taupe	SW 6106 Kilim Beige	SW 7008 Alabaster
FASCIA | GARAGE DOOR	SW 7048 Urbane Bronze	SW 7040 Smokehouse	SW 6013 Bitter Chocolate
ENTRY DOOR	SW 6076 Turkish Coffee	SW 2848 Roycoft Pewter	SW 6062 Rugged Brown
STONE | *EL DORADO STONE* VANTAGE 30 | DRYSTACK	White Elm Vantage 30	White Elm Vantage 30	Craft Split Timberwolf
TRIM AT STONE | *STUCCO OVER FOAM*	SW 7042 Shoji White	SW 7042 Shoji White	SW 7658 Gray Clouds

ELEVATION B *MODERN SPANISH*	SCHEME | 4	SCHEME | 5	SCHEME | 6
ROOF | *MISSION "S"*	1MSCS1132 Charcoal Brown Blend	1MSCS6464 California Mission Blend	1MSCS0431 Apple Bark
STUCCO	SW 7541 Grecian Ivory	SW 7012 Creamy	SW 7527 Nantucket Dune
VERTICAL SIDING | TRIM AT VERTICAL SIDING	SW 7040 Smokehouse	SW 7535 Sandy Ridge	SW 7514 Foothills
TRIM	SW 7507 Stone Lion	SW 7535 Sandy Ridge	SW 7514 Foothills
FASCIA	SW 7041 Van Dyke Brown	SW 7027 Well-Bred Brown	SW 6076 Turkish Coffee
ENTRY DOOR	SW 7740 Messenger Bag	SW 7622 Homburg Gray	SW 2839 Roycroft Copper Red
STONE | *EL DORADO STONE* CUT COARSE STONE | DRYSTACK	Madrona Cut Coarse Stone	Oyster Cut Coarse Stone	Seashell Cut Coarse Stone
TRIM AT STONE | *STUCCO OVER FOAM*	SW 7507 Stone Lion	SW 7532 Urban Putty	SW 7555 Patience

HUDSON CROSSING | CHANDLER ARIZONA
ARCADIA COMMUNITIES

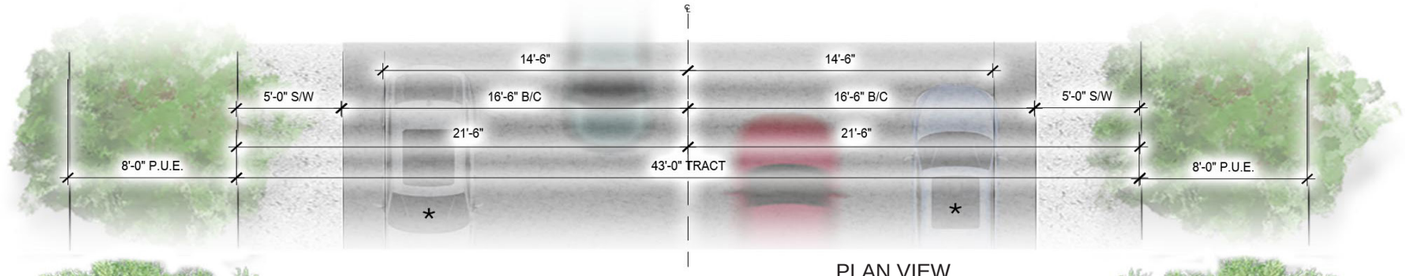
Original Date | 03.17.20
Add Stucco II A Elev. | 08.27.20
Add Gable-End Siding | 09.21.20
Color Changes | 12.10.20

ELEVATION C *MID-CENTURY MODERN*	SCHEME | 7	SCHEME | 8	SCHEME | 9
ROOF | *SAXONY 900 SLATE*	1FJCS5354 Stone Mountain Blend	1FJCS0024 Desert Sage	1FJCS5360 Stone Mountain Dark
STUCCO	SW 9165 Gossamer Veil	SW 6140 Moderate White	SW 7008 Alabaster
TRIM	SW 7068 Grizzle Gray	SW 0037 Morris Room Grey	SW 7046 Anonymous
FASCIA | GABLE-END SIDING	SW 7069 Iron Ore	SW 7047 Porpoise	SW 7048 Urbane Bronze
ENTRY DOOR	SW 0018 Teal Stencil	SW 0040 Roycroft Adobe	SW 6207 Retreat
PAINTED BLOCK | CREATIVE MINES LOFT CRAFT PAINTGRADE BLOCK | *STACKED BOND*	SW 9165 Gossamer Veil	SW 0037 Morris Room Grey	SW 7008 Alabaster
WALL TILE | *DAL TILE* **SCHLUTER** | *QUADEC* **WALL TILE GROUT** ***TRIM AT WALL TILE***	Willowgrove FP98 Stone Grey (TSSG) 60 Dusty Gray *SW 7017 | Dorian Gray*	Blackwood FP99 Bronze (TSOB) 35 Mocha *SW 7020 | Black Fox*	Timberland FP99 7 Beige (TSB) 35 Mocha *SW 9091 | Half-Calf*

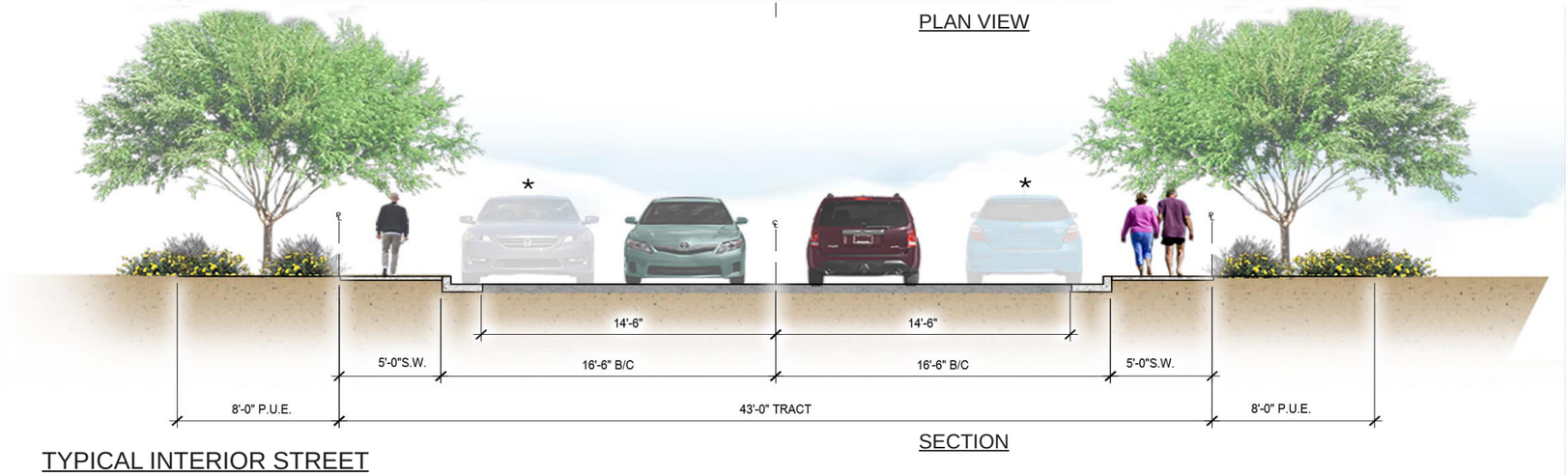
ELEVATION D *MODERN PRAIRIE*	SCHEME | 10	SCHEME | 11	SCHEME | 12
ROOF | *SAXONY 900 SLATE*	1FJCS0330 Appalachian Blend	1FJCS5360 Stone Mountain Dark	1FJCS5354 Stone Mountain Blend
STUCCO	SW 7050 Useful Gray	SW 7506 Loggia	SW 7017 Dorian Gray
SIDING	SW7068 Grizzle Gray	SW6068 Brevity Borwn	SW 6076 Turkish Coffee
TRIM	SW 7060 Attitude Gray	SW 7508 Tavern Taupe	SW 6076 Turkish Coffee
FASCIA	SW 7020 Black Fox	SW 7675 Sealskin	SW 6076 Turkish Coffee
ENTRY DOOR	SW 6223 Still Water	SW 9182 Rojo Marrón	SW 7748 Green Earth
BRICK | *ENDICOTT BRICK* THOMPSON BUILDING MATERIALS ***TRIM AT BRICK***	Manganese Ironspot *SW7048 | Urbane Bronze*	Sienna Ironspot *SW7510 | Chateau Brown*	Manganese Brown Ironspot *SW 7020 | Black Fox*
BRICK GROUT	SGS 94H Iron Black	SGS 85H Dark Chocolate	SGS 85H Dark Chocolate

EXHIBIT O: COLOR SCEHEMES & MATERIALS

EXHIBIT P: STREET SECTIONS



PLAN VIEW

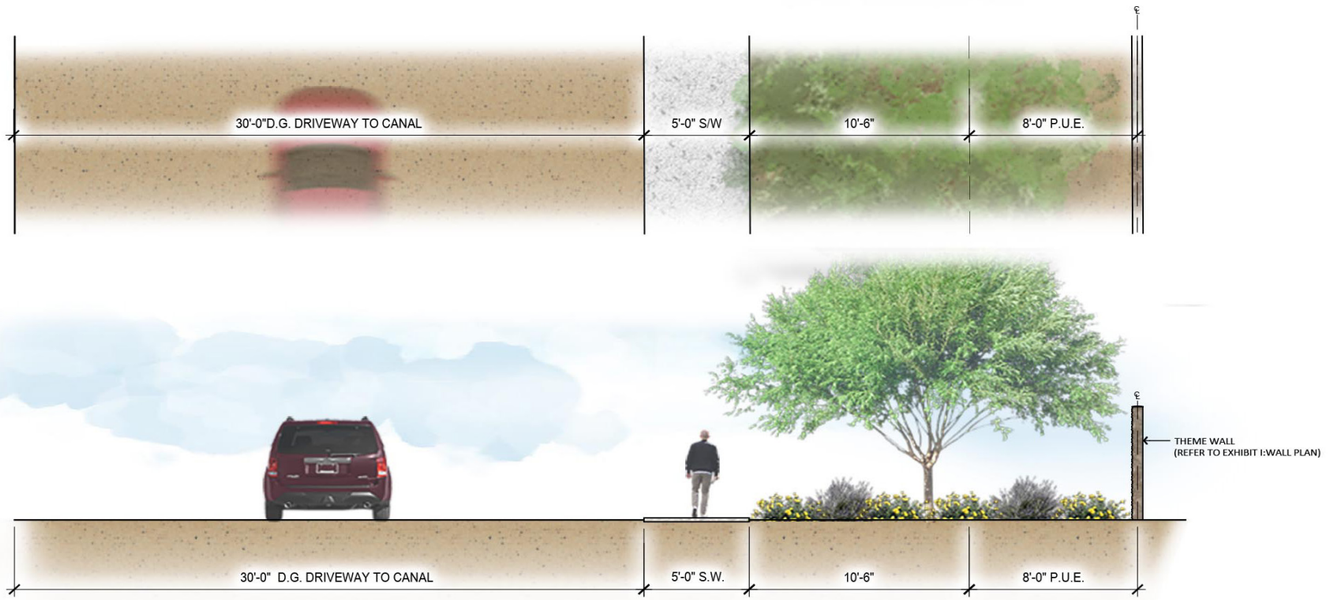


SECTION

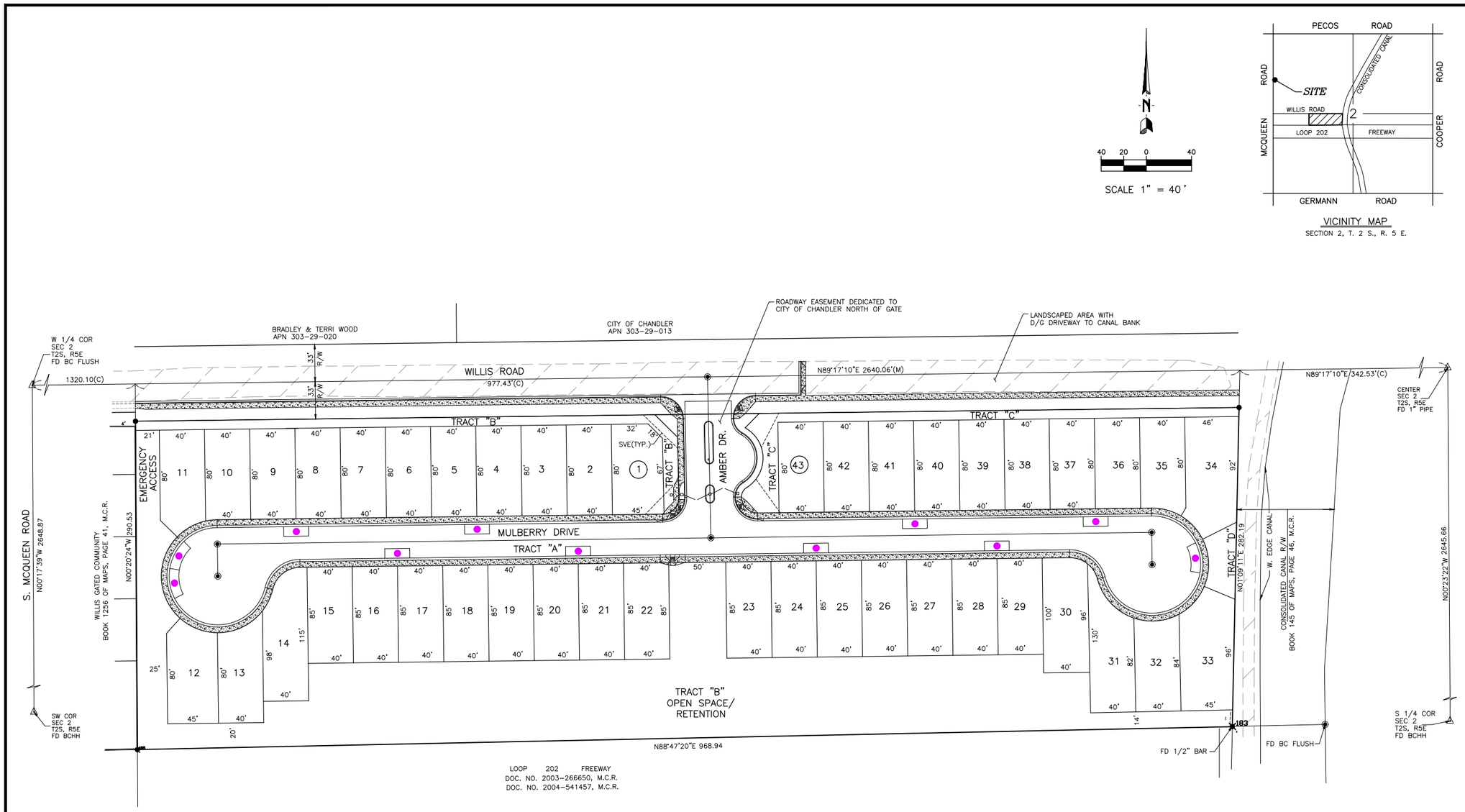
TYPICAL INTERIOR STREET

43' OVERALL PRIVATE TRACT LOOKING EAST OR WEST

*PARKING PROVIDED ON
BOTH SIDES OF THE STREET

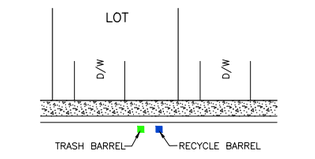


LANDSCAPED AREA WITH D/G DRIVEWAY TO CANAL BANK



SCALE 1" = 40'

VICINITY MAP
SECTION 2, T. 2 S., R. 5 E.



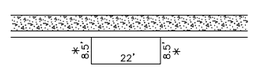
TYPICAL TRASH/RECYCLE BARREL LOCATIONS

PARKING CALCULATIONS

PARKING REQUIRED:
GUEST SPACES: 11
TOTAL PARKING SPACES: 11

PARKING PROVIDED:
GUEST SPACES: 11
TOTAL PARKING SPACES: 11

LEGEND:
- INDICATES VISITOR PARKING
- INDICATES TRASH BARREL
- INDICATES RECYCLING BARREL



PARKING SPACE DIMENSIONS
* 8.5' DIMENSION IS FROM LIP OF CURB

Clouse Engineering, Inc.
ENGINEERS • SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

PARKING PLAN
HUDSON CROSSING

EXHIBIT Q: PARKING PLAN

35934
THOMAS A.
WEBER
ARIZONA U.S.A.

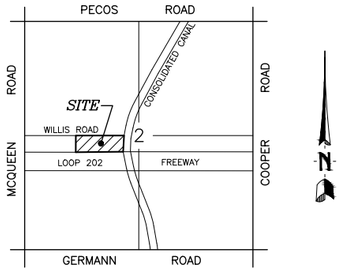
Revised
8-13-20
12-18-20

Date
04-17-20
As-Built
.
Job No.
190510

1 OF 1

PRELIMINARY PLAT
FOR
HUDSON CROSSING

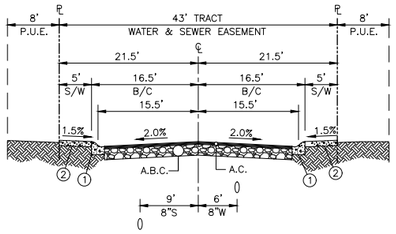
A PORTION OF THE SW QUARTER OF SECTION 2, T. 2 S., R. 5 E.
OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA



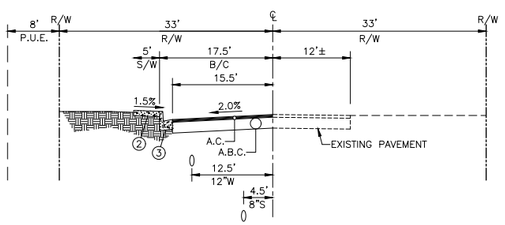
VICINITY MAP
SECTION 2, T. 2 S., R. 5 E.

SHEET INDEX

SHEET	1	COVER SHEET
SHEET	2	PLAN SHEET



TYPICAL INTERIOR STREET
SCALE: 1"=10' (HOR.), 1"=4' (VERT.)
(LOOKING NORTH & WEST)



WILLIS ROAD
SCALE: 1"=10' (HOR.), 1"=4' (VERT.)
(LOOKING NORTH & WEST)

(1) INSTALL 4" ROLL CURB & GUTTER M.A.G. DET. 220-C
(2) INSTALL CONCRETE SIDEWALK M.A.G. DET. 230
(3) INSTALL 6" VERTICAL CURB & GUTTER M.A.G. DET. 220-A
(4) INSTALL 6" SINGLE CURB M.A.G. DET. 222 TYPE "B"

BASIS OF BEARING

THE N89°17'08"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER NORTHWEST OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE G. & S.R.B. & M., MARICOPA COUNTY, ARIZONA. ACCORDING TO FINAL PLAT FOR WILLIS GATED COMMUNITY AS RECORDED IN BOOK 1256, PAGE 41, M.C.R.

RETENTION VOLUME REQUIRED

SITE RET'N REQ'D: 38,333 C.F.

LOCATION

LATITUDE: NAD83(1992): 33.2838N
LONGITUDE: NAD83(1992): 111.8188W

BENCH MARK (CMCN# 35B)

SECTION 2, T2S, R5E, 3" CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH, AT THE INTERSECTION OF CANYON OAKS WAY AND DERRINGER WAY; 660' WEST OF COOPER ROAD AND 280' SOUTHE OF PECOS ROAD (NORTHING, 833559.554, EASTING, 732956.040) NAVD 88 ELEVATION 1234.35

UTILITIES AND SERVICES

WATER SERVICE BY THE CITY OF CHANDLER
SEWER SERVICE BY THE CITY OF CHANDLER
ELECTRIC SERVICE BY SALT RIVER PROJECT
TELEPHONE SERVICE BY CENTURYLINK
GAS SERVICE BY SOUTHWEST GAS
CABLE SERVICE BY COX CABLE
POLICE BY CITY OF CHANDLER
FIRE BY CITY OF CHANDLER
REFUSE SERVICE BY CITY OF CHANDLER

SITE SUMMARY

GROSS ACRES: 7.1332 AC. 310,723 S.F.
NET ACRES: 6.3931 AC. 278,483 S.F.
TOTAL LOTS: 43
EXISTING ZONING: PAD
PROPOSED ZONING: PLANNED AREA DEVELOPMENT (PAD)
OPEN SPACE: 2.36 ACRES

NOTES

THIS SUBDIVISION IS WITHIN CHANDLER MUNICIPAL AIRPORT IMPACT OVERLAY DISTRICT. AN AVIATION OR AVIGATION EASEMENT SHALL BE PROVIDED AT TIME OF FINAL PLATTING

THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OR ACCEPTANCE WILL NOT BE ISSUED, UNTIL THE OVERHEAD UTILITY LINE UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED

THE IMPROVEMENTS SHOWN ON THIS SET IF PLANS WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL THE IRRIGATION FACILITY UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED

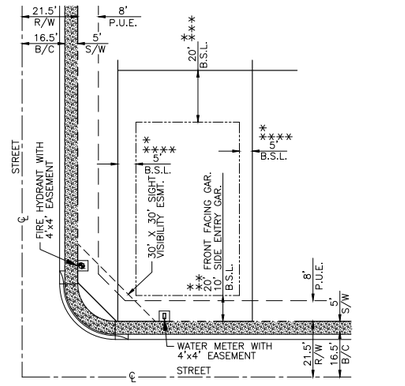
THE FINAL PLAT FOR THIS SUBDIVISION WILL NOT BE APPROVED OR RECORDED UNTIL A RECLAIMED WATER USE AGREEMENT IS EXECUTED BY THE DEVELOPER AND APPROVED BY THE CITY.

THE PROPERTY LIES WITHIN FLOOD ZONE X-SHADED ACCORDING TO F.I.R.M. NO. 04013C3102M AS PUBLISHED BY FEMA ON 11/4/2015. THIS PROJECT IS NOT IN A FEMA 100 YEAR FLOOD ZONE

VISIBILITY EASEMENTS RESTRICTIONS: ANY OBJECT, WALL STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAN 6' ABOVE GROUND. TREES SHALL BE SPACED NOT LESS THAN 8' APART.

LEGEND

℄	STREET CENTERLINE		INDICATES A CORNER OF SURVEY. SET A 1/2" BAR & CAP. R.L.S. # 36070
B.C.H.H.	BRASS CAP IN HAND HOLE		
B.S.L.	BUILDING SETBACK LINE		
(M)	MEASURED	C	CABLE LINE
(C)	CALCULATED	E	ELECTRIC LINE
R/W	RIGHT OF WAY	T	TELEPHONE LINE
B/C	BACK OF CURB	S.L.	STREET LIGHT
S/L	SEWER LINE	S.L.P.B.	STREET LIGHT PULL BOX
F.M.	SEWER FORCE MAIN	T.J.B.	TELEPHONE JUNCTION BOX
W/L	WATER LINE	T.S.	TRAFFIC SIGNAL
B.L.	BRINE LINE	T.S.J.B.	TRAFFIC SIGNAL JUNCTION BOX
P.L.	PRODUCT LINE	S.V.E.	SIGHT VISIBILITY EASEMENT
A.R.	AIR RELEASE LINE	P.U.E.	PUBLIC UTILITY EASEMENT
REC.W/L	RECLAIMED WATER LINE	ELEC.	ELECTRIC BOX
W.V.	WATER VALVE	H.T.P.P.	HIGH TENSION POWER POLE
R.C.W.V.	RECLAIMED WATER VALVE	P.P.	POWER POLE
W.M.	WATER METER	O.E.	OVERHEAD ELECTRIC
F.H.	FIRE HYDRANT		FIRE HYDRANT
B.F.P.	BACK FLOW PREVENTER		SEWER MANHOLE
IRR.	IRRIGATION		WATER VALVE
S.M.H.	SEWER MANHOLE	C	CABLE MANHOLE
I.M.H.	IRRIGATION MANHOLE	T	TELEPHONE MANHOLE
T.M.H.	TELEPHONE MANHOLE	I	PRIVATE IRRIGATION MANHOLE
C.M.H.	CABLE MANHOLE	B	BRINE LINE MANHOLE
B.M.H.	BRINE LINE MANHOLE	S.R.P.	S.R.P. IRRIGATION MANHOLE
			STREET DRAINAGE DIRECTION



TYPICAL LOT SETBACKS

DEVELOPMENT STANDARDS	PROPOSED PAD
MINIMUM LOT AREA	3,200 sq.ft.
MINIMUM LOT DIMENSIONS	
WIDTH	40'
DEPTH	80'
MAXIMUM HEIGHT	30'/2 STORIES
MINIMUM BUILDING SETBACKS *	
FRONT * *	20'/10'
REAR * * *	20'
SIDE * * * *	5' & 5'
MAXIMUM LOT COVERAGE%	
1 STORY/ 2 STORY	60% (1 story); 50% (2 story)

* ARCHITECTURAL ELEMENTS SUCH AS PROJECTIONS, EAVES, POP-OUTS, DECORATIVE WALL WINGS, CANTILEVERS, CORNICES, OVERHANGS, TRELLIS, AWNINGS, ETC. MAY ENCROACH UP TO TWELVE INCHES INTO YARD SETBACKS

* * MIN. 10' FOR PORCHES, LIVABLE SPACE/ STORAGE AND 20' FOR FORWARD FACING GARAGES

* * * REAR COVERED PATIOS MAY ENCROACH INTO THE SETBACK UP TO 10'

* * * * HVAC UNITS AND REFUSE RECEPTACLES PERMITTED WITHIN SIDE YARD SETBACKS, BUT NO CLOSER THAN THREE FEET FROM PROPERTY LINE

ENGINEER

CLOUSE ENGINEERING INC.
5010 E. SHEA BLVD SUITE 110
SCOTTSDALE, AZ. 85254
PHONE: (602) 395-9300
FAX: (602) 395-9310
CONTACT: JEFF GILES
EMAIL: JGILES@CLOUSEAZ.COM

DEVELOPER

RESIDENTIAL PURSUITS INVESTMENTS, LLC
7600 E. DOUBLETREE RANCH ROAD
SUITE 130
SCOTTSDALE, ARIZONA 85258
PHONE:(602) 478-0662
CONTACT: CHRIS BROWN
EMAIL: CBROWN@ARCADIACAPITALLLC.COM

Clouse Engineering, Inc.
ENGINEERS * SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

ARIZONA

PRELIMINARY PLAT
HUDSON CROSSING

CHANDLER

CERTIFICATE EXPIRES 09/30/2020
35934
THOMAS A. WEBER
REGISTERED PROFESSIONAL ENGINEER
ARIZONA U.S.A.

Revised
12-18-20

Date
04-17-20

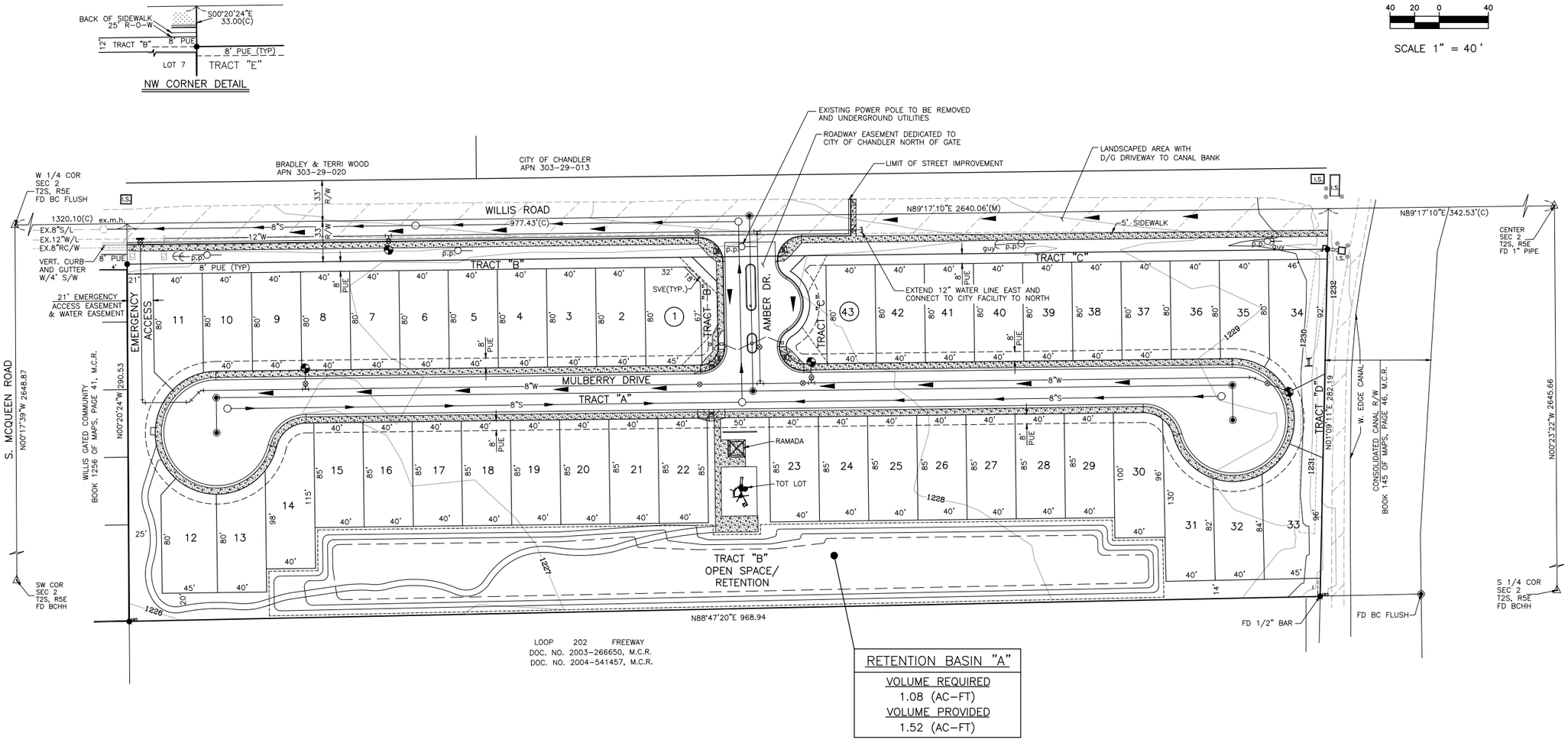
As-Built
.

Job No.
190510

1 OF 2

C.O.C. LOG NO. PLT20-0032

EXHIBIT R: PRELIMINARY PLAT



Clouse Engineering, Inc.
ENGINEERS • SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

PRELIMINARY PLAT
HUDSON CROSSING

ARIZONA

CHANDLER

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
35934
THOMAS A. WEBER
SIGNED
ARIZONA U.S.A.

Revised
8-13-20
12-03-20
12-18-20

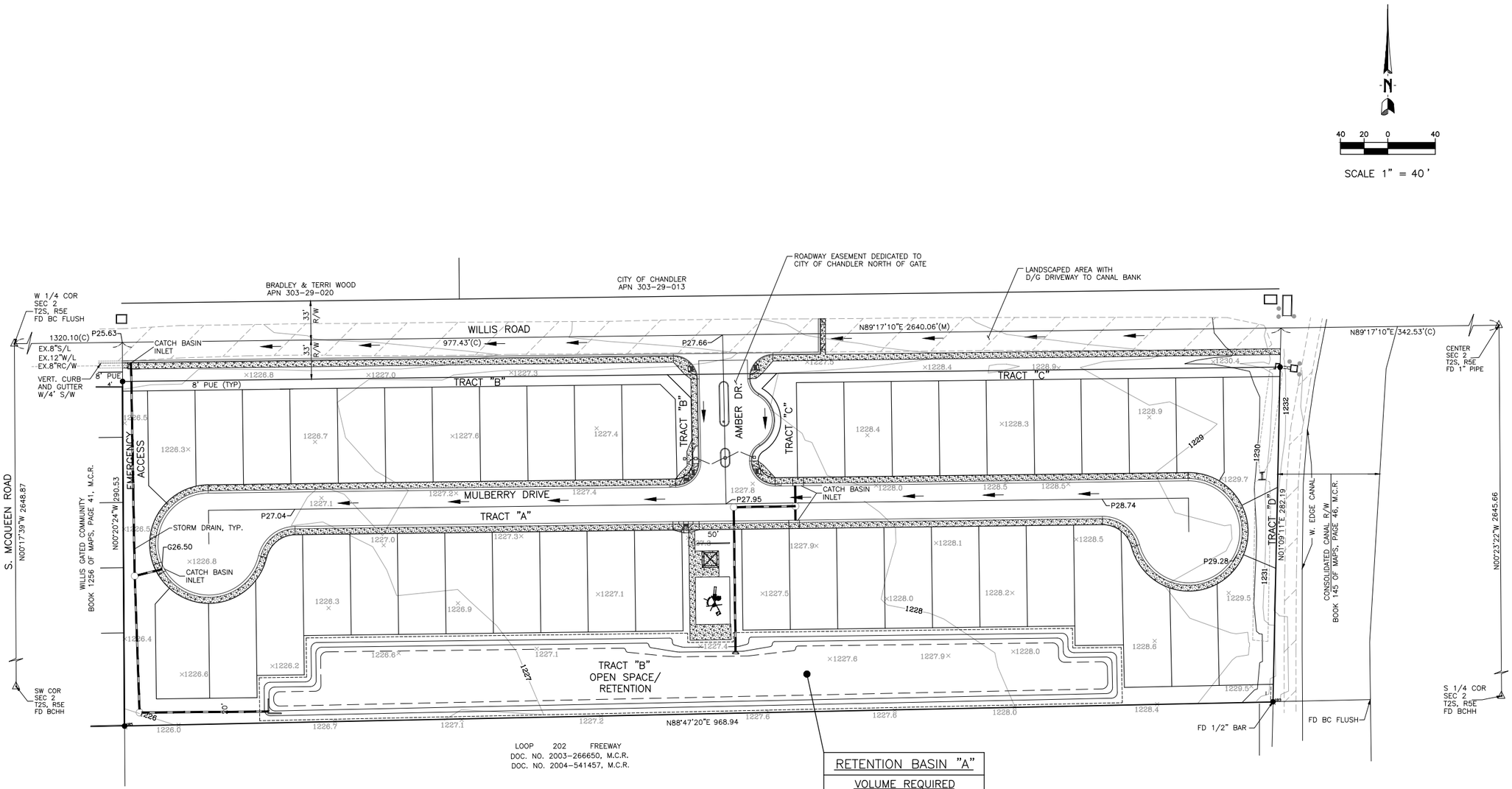
Date
04-17-20

As-Built
.

Job No.
190510

2 OF 2

EXHIBIT R: PRELIMINARY PLAT



RETENTION BASIN "A"
VOLUME REQUIRED
1.08 (AC-FT)
VOLUME PROVIDED
1.52 (AC-FT)

100-YR, 2-HR CALCULATIONS
RETENTION VOLUME REQUIRED = 1.1XAXCX(2.2/12)

RETENTION VOLUME REQUIRED			
DRAINAGE AREA	AREA (AC)	RUNOFF COEFF.	VOLUME REQUIRED (AC-FT)
AREA A	7.14	0.75	1.08
TOTAL	7.14		1.08

RETENTION VOLUME PROVIDED				
DRAINAGE AREA	BASIN	AVG. AREA (AC)	DEPTH/ LENGTH (FT)	VOLUME PROVIDED (AC-FT)
AREA A	A	0.76	2.0	1.52
TOTAL				1.52

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

CLOUSE ENGINEERING, INC., SHALL NOT BE LIABLE FOR ANY PORTION OF WORK NOT CONFORMING TO APPROVED PLANS SHOULD THEIR STAKES BE FOUND MISSING OR DISTURBED.

Clouse Engineering, Inc.
ENGINEERS • SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

PRELIMINARY GRADING AND DRAINAGE PLAN
HUDSON CROSSING

ARIZONA
CHANDLER

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
35934
THOMAS A. WEBER
ARIZONA U.S.A.

Revised
8-13-20
12-18-20

Date
04-17-20
As-Built
.
Job No.
190510

1 OF 1

EXHIBIT S: PRELIMINARY GRADING & DRAINAGE PLAN

ITEM 9

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-004

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
Derek D. Horn, Development Services Director

From: Susan Fiala, Senior Planner
Subject: PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion
Request: Rezoning from Planned Area Development (PAD) for Medium Density Residential (PAD/MF-1) to PAD for Commercial

Location: East of the southeast corner of Queen Creek and Price roads
Applicant: Adam Baugh, Withey Morris, PLC

Proposed Motion:

Move City Council adopt Ordinance No. 4955 approving PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion, Rezoning from Planned Area Development for Medium Density Residential (PAD/MF-1) to PAD for Commercial, located east of the southeast corner of Queen Creek and Price roads subject to the conditions as recommended by the Planning and Zoning Commission.

Background Data:

- The proposed modifications cover an area of approximately 0.61 acres
- Downtown Ocotillo Area Plan and zoning approved by City Council on February 22, 2007
- Residence Inn zoned as part of the larger Downtown Ocotillo development
- Valerio at Ocotillo rezoned to PAD/MF-1 in 2018
- Downtown Ocotillo includes a mix of uses including retail, restaurant, a four-story residential condominium, and a four-story hotel

Ordinance introduced and tentatively adopted on January 28, 2021.

Surrounding Land Use Data:

North	Agriculture (proposed office)	South	Lake then Multi-family and office
East	Commercial retail and multi-family	West	Lake then office

General Plan and Area Plan Designations:

	Existing	Proposed

General Plan	Employment	No change
Downtown Ocotillo Area Plan	Multi-family Residential (.61 acres)	Commercial (.61 acres)

Proposed Development

Valerio at Ocotillo	Existing/Approved	Proposed
Site Area	5.2 acres	4.59 acres
# of Units	32	26
Density	6.15 du/acre	5.66 du/acre
Visitor parking	8 spaces	9 spaces

Residence Inn	Existing	Proposed
Site Area	4.27 acres	4.88 acres
Building Area	107,025 sq. ft.	147,780 sq. ft.
Units/rooms	142	201
Height	59 feet 6 inches top of parapet	60 feet 2 inches top of parapet
Parking Required	142 spaces	201 spaces
Parking Provided	152 spaces	186 spaces
Setback to residential	85 feet required	30 feet

Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan and the Downtown Ocotillo Area Plan. The proposed modifications to .61 acres of each site and the hotel expansion are compatible with the overall Downtown Ocotillo Master Planned development. The proposal complies with applicable residential and commercial development standards.

The proposal essentially involves two parts: replacing six lots at Valerio at Ocotillo development (approved as “Ocotillo Patio Villas” in 2018) with parking, and allowing a reduced setback from a new Residence Inn building.

Six residential lots that were located on the southern end of Valerio at Ocotillo will be removed and replaced with additional parking for the new Residence Inn building. The revised property line between the Valerio and Residence Inn developments will be closer to the remaining residential lots. A portion of the site where the six lots are removed will be landscaped and effectively increase common open space for the residential development. A pedestrian gate and pathway from this development to the hotel site is to be maintained per the original approval. To ensure the installation of the gate and pathway, staff recommends this element as a stipulation.

The second component of the request is construction of one additional, four-story hotel building adjacent to the Valerio at Ocotillo development. The new Residence Inn building continues the Santa Barbara architecture style utilizing same color and materials as the existing hotel. Several waivers are requested to reduce parking, reduce the width of the dissimilar land use buffer along the north property line, and remove the parking lot diamond requirement.

The parking reduction is supported as cross-parking/access easements exist throughout Downtown Ocotillo and allow hotel customers to park in the commercial retail lots. The diamonds in the lot are supported. However, staff recommends that the landscape buffer be increased from five feet to ten feet to allow for sufficient space for plant growth and survival. The date palms existing in the parking lot should either remain or be replaced with date palms to continue the Downtown Ocotillo landscape theme. Staff recommends these revisions as stipulations.

Staff finds the proposal to be consistent with the goals of the General Plan and the Downtown Ocotillo Area Plan, as amended, and recommends approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A Neighborhood Meeting sign was posted on the site.
- A virtual neighborhood meeting was held on November 19, 2020. Two residents registered for the event virtually and asked questions regarding traffic, parking, hotel amenities and construction timing. No opposition to the request was voiced. Positive feedback to the applicant was given by the attendees.
- Planning staff received one phone call asking about the number of total rooms and parking proposed for the hotel expansion. There is no known opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting January 6, 2021.
Motion to Approve.

In Favor: 6 Opposed: 0 Absent: 1 (Heumann)

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends the City Council approve rezoning from Planned Area Development for Medium Density Residential (PAD/MF-1) to PAD for Commercial, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled “Valerio at Ocotillo and Residence Inn Expansion” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0048, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. The minimum building setback for the hotel building shall be no less than 30 ft. from the north property line.

Attachments

Ordinance No. 4955
Vicinity Maps
Development Booklet, Attachment A

ORDINANCE NO. 4955

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING PARCELS FROM PLANNED AREA DEVELOPMENT FOR MEDIUM DENSITY RESIDENTIAL (PAD/MF-1) TO PLANNED AREA DEVELOPMENT (PAD) FOR COMMERCIAL AS REPRESENTED IN CASE PLH20-0048 (VALERIO AT OCOTILLO AND RESIDENCE INN EXPANSION) LOCATED EAST OF THE SOUTHEAST CORNER OF QUEEN CREEK ROAD AND PRICE ROAD WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, the application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days' notice of time, place and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to said public hearing; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Legal Description of Property:
As described in *EXHIBIT 'A'*

Said property is hereby rezoned from Planned Area Development for Medium Density Residential (PAD/MF-1) to Planned Area Development (PAD) for Commercial (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Valerio at Ocotillo and Residence Inn Expansion" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0048, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The hotel's minimum building setback shall be no less than 30 ft. from the north property line.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4955 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

EXHIBIT 'A'

LEGAL DESCRIPTION
CONDO TRANSFER PARCEL

THAT PORTION OF UNITS 24 THROUGH 30 AND OF THE COMMON ELEMENTS OF "VALERIO AT OCOTILLO CONDOMINIUM", ACCORDING TO BOOK 1475 OF MAPS, PAGE 17, OFFICIAL RECORDS OF MARICOPA COUNTY ARIZONA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID "VALERIO AT OCOTILLO CONDOMINIUM";

THENCE SOUTH 69°44'27" EAST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 42.89 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, NORTH 85°00'00" EAST, A DISTANCE OF 69.39 FEET;

THENCE SOUTH 70°57'28" EAST, A DISTANCE OF 41.06 FEET;

THENCE NORTH 31°00'00" EAST, A DISTANCE OF 311.80 FEET TO THE EAST LINE OF SAID "VALERIO AT OCOTILLO CONDOMINIUM";

THENCE SOUTH 42°08'51" EAST, ALONG SAID EAST LINE, A DISTANCE OF 19.06 FEET;

THENCE NORTH 47°51'09" EAST, ALONG SAID EAST LINE, A DISTANCE OF 3.93 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 16.00 FEET;

THENCE SOUTHERLY ALONG SAID EAST LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°05'37", AN ARC DISTANCE OF 25.16 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 42°03'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 48.97 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY AND HAVING A RADIUS OF 16.00 FEET;

THENCE SOUTHERLY ALONG SAID EAST LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 25.13 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 47°56'46" WEST, ALONG THE SOUTH LINE OF SAID "VALERIO AT OCOTILLO CONDOMINIUM", A DISTANCE OF 10.73 FEET

THENCE NORTH 42°03'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 6.48 FEET;

THENCE SOUTH 46°01'12" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 35.81 FEET;

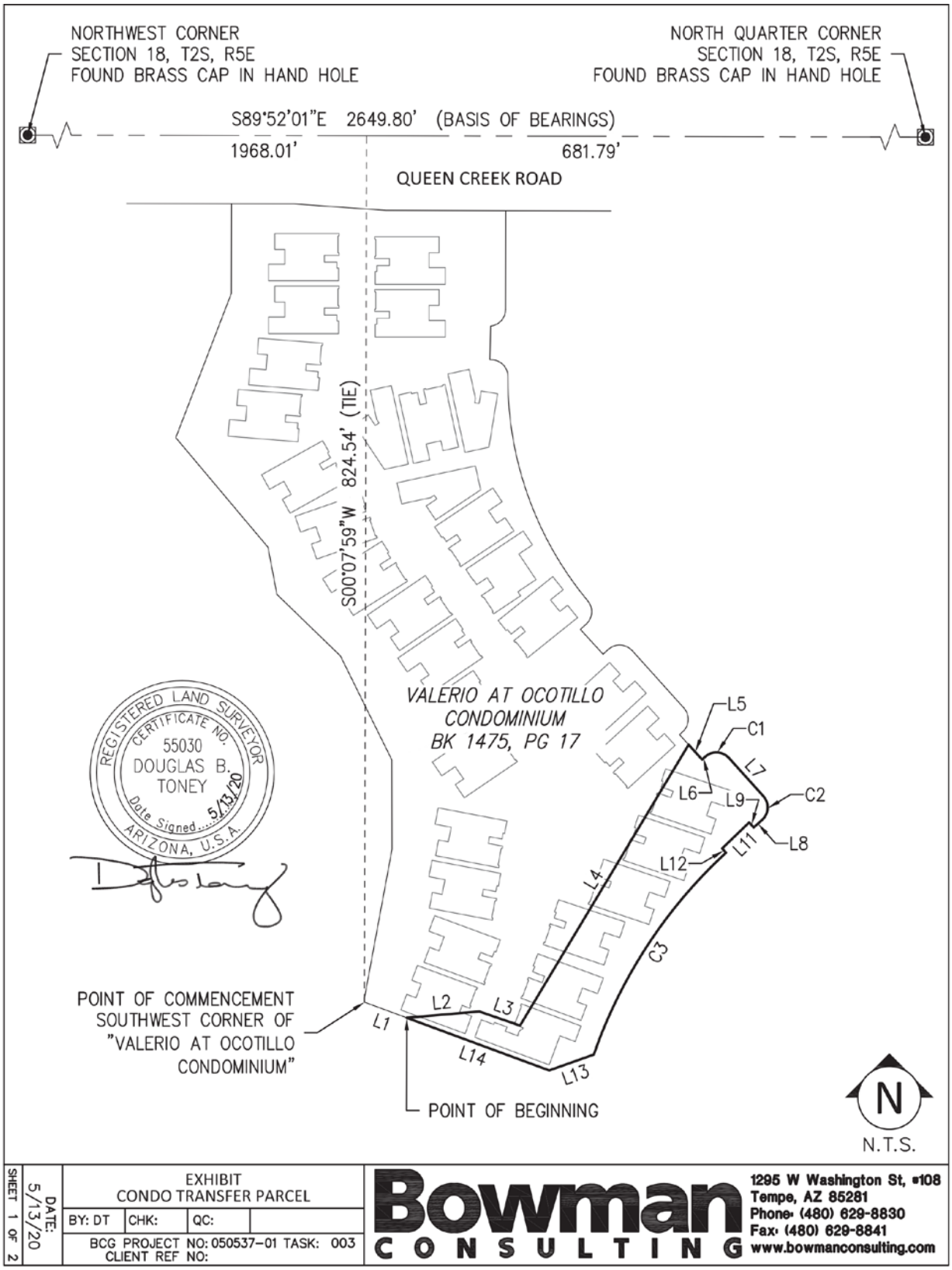
THENCE SOUTH 42°44'55" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 5.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS POINT WHICH BEARS SOUTH 42°44'55" EAST, A RADIAL DISTANCE OF 474.00 FEET;

THENCE WESTERLY ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°02'58", AN ARC DISTANCE OF 232.05 FEET TO A POINT;

THENCE SOUTH 70°30'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 45.07 FEET;

THENCE NORTH 69°44'27" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 144.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 26,637 SQ.FT. OR 0.6115 ACRES, MORE OR LESS.



SHEET 1 OF 2	DATE: 5/13/20	EXHIBIT CONDO TRANSFER PARCEL	BY: DT CHK: QC: BCG PROJECT NO: 050537-01 TASK: 003 CLIENT REF NO:

Bowman CONSULTING
1295 W Washington St, #108
Tempe, AZ 85281
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	42.89'	S69°44'27"E
L2	69.39'	N85°00'00"E
L3	41.06'	S70°57'28"E
L4	311.80'	N31°00'00"E
L5	19.06'	S42°08'51"E
L6	3.93'	N47°51'09"E
L7	48.97'	S42°03'14"E
L8	10.73'	S47°56'46"W
L9	6.48'	N42°03'14"W
L11	35.81'	S46°01'12"W
L12	5.34'	S42°44'55"E
L13	45.07'	S70°30'11"W
L14	144.61'	N69°44'27"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	25.16'	16.00'	090°05'37"
C2	25.13'	16.00'	090°00'00"
C3	232.05'	474.00'	028°02'58"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 5/13/20
ARIZONA, U.S.A.

SHEET 2 OF 2 | DATE: 5/13/20

EXHIBIT
CONDO TRANSFER PARCEL

BY: DT | CHK: | QC:

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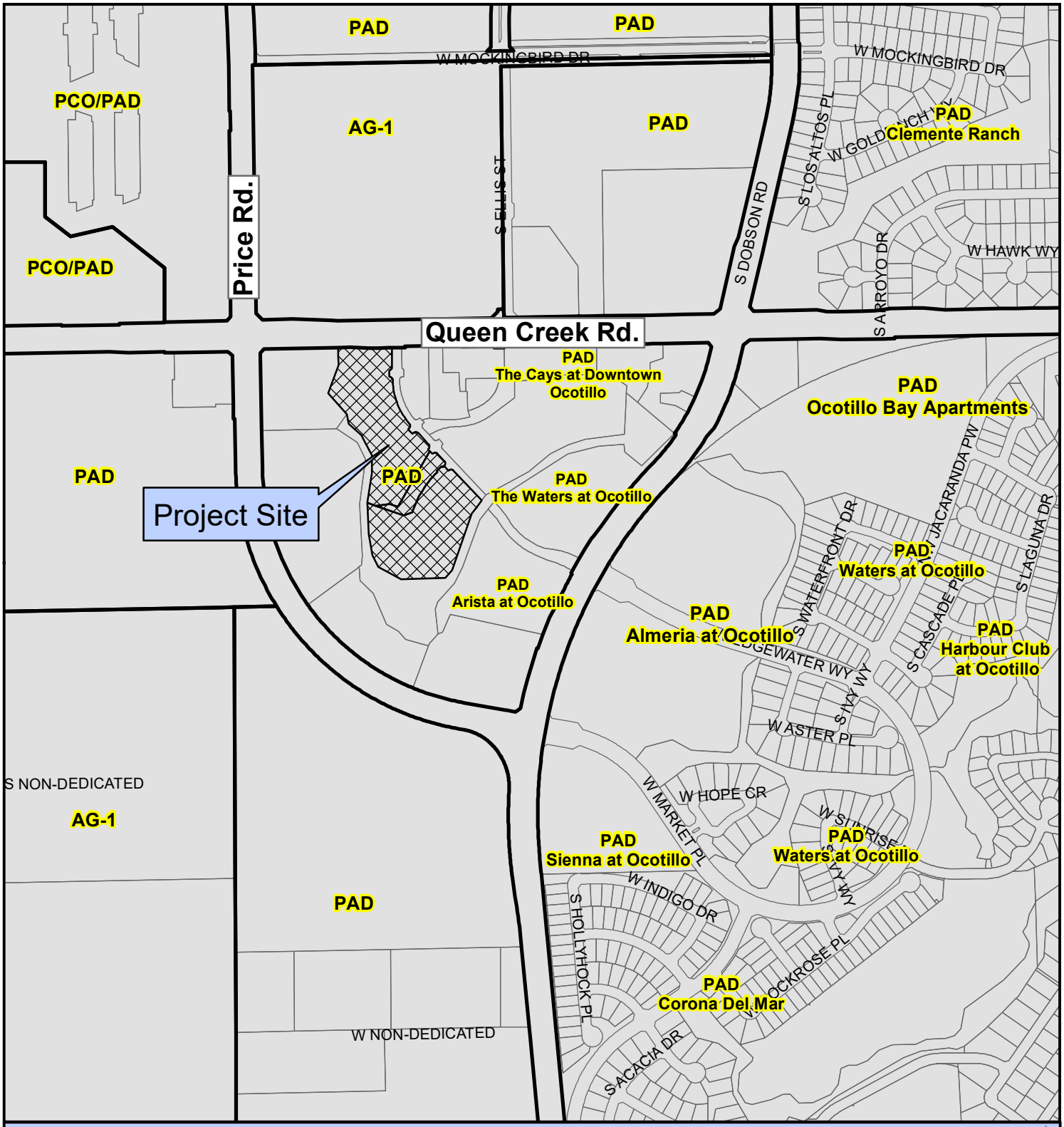
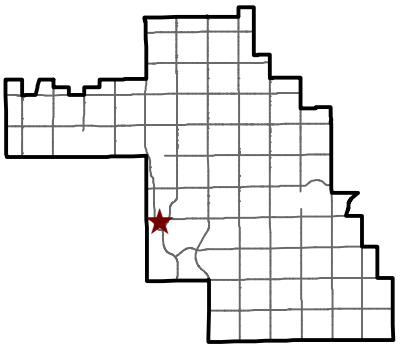


PLH20-0047/PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion

Proposed Project Details
Area Plan Amendment/Rezone/PDP
Site plan changes and expand hotel
Valerio at Ocotillo- 4.59 acres
Residence Inn- 4.88 acres



Chandler Arizona
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For more information visit:
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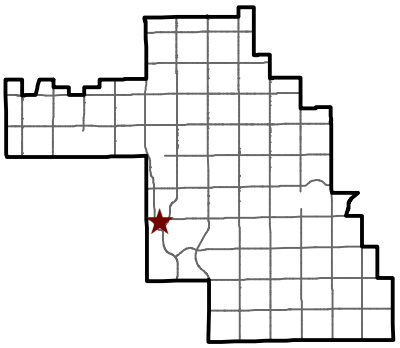

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AREA PLAN AMENDMENT, REZONING AND PRELIMINARY DEVELOPMENT PLAN

THE VALERIO AT OCOTILLO & RESIDENCE INN EXPANSION

2ND SUBMITTAL: DECEMBER 2, 2020
1ST SUBMITTAL: SEPTEMBER 2020

WITHEY MORRIS, PLC
ADAM BAUGH

2525 E. ARIZONA BILTMORE CR., A-212

PHOENIX, AZ 85016

602.230.0600

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Overall Exhibits

Tab A - Aerial Map

Tab B - Area Plan Map (Current and Proposed)

Tab C - Exhibit A1.1 Overall Site Rendering

Exhibit A1.2 Overall Black and White Site Plan

Tab D - Valerio Exhibits

Exhibit A1.3	Valerio Black and White Site Plan
Exhibit A1.4	Valerio Southern Area Close Up
Exhibit A2	Valerio Landscape Plan
Exhibit A3	Valerio Aerial Perspective

Tab E – Residence Inn Exhibits

Exhibit A4	Overall Residence Inn Existing Site Plan & Addition Site Plan
Exhibit A4.1	Overall Residence Inn Addition Site Plan
Exhibit A5	Residence Inn Landscape Plan
Exhibit A6	Residence Inn Aerial Perspective
Exhibit A7	Residence Inn Exterior Color Elevations
Exhibit A8	Residence Inn Exterior B&W Elevations
Exhibit A9	Residence Inn Color and Materials
Exhibit A10	Residence Inn Wall Details
Exhibit A11	Residence Inn Floor Plans
Exhibit A12	Residence Inn G&D Plan

I. INTRODUCTION

a. PROJECT BACKGROUND

The subject property is located in Downtown Ocotillo, generally south of Queen Creek Road on Market Street (the "Property"). *See Aerial Map at* ***Tab A***. The Property is currently zoned by two separate PAD/PDPs for both hotel and residential uses. The residential use, Ocotillo Patio Villas (now called "Valerio"), is on the north portion and is subject to DVR18-0022. The Residence Inn Hotel in on the south portion and is governed by the Downtown Ocotillo PAD (case DVR06-0051) and the hotel plans administratively approved in 2016.

Most recently in 2019, the Chandler City Council approved a PAD, PDP, and Area Plan Amendment to permit a 32-unit residential development now called Valerio at Ocotillo (DVR18-0022). The Property is currently zoned PAD (Planned Area Development) for multi-family uses.

The Owners of Valerio also own the Residence Inn hotel property directly south and have decided to expand the Residence Inn project and add a new building. The net effect is a reduction in lots and reconfiguring of the proposed Valerio residential development next door.

The purpose of this PAD, PDP, and Area Plan Amendment is to update the Valerio residential development plan and rezone about .61 acres from PAD for multi-family to PAD for commercial to allow commercial parking for the hotel expansion building. This PDP is intended to provide a single set of standards and guidelines for the Valerio and Residence Inn. These changes will create new economic growth, increased tax revenue, and provide a useful transition to the adjacent area.

b. PROJECT OVERVIEW

The change in the Valerio development plan reduces the residential density in Valerio by removing six (6) lots, which results in an overall change in residential density from approximately 5.7 du/acre to 5.23 du/acre. The lots being removed will be converted into additional parking for the hotel expansion building. Notably, the lot and floor plan layout for the most southerly lot (Unit 24) were modified administratively, as approved by Chandler staff on July 6, 2020, allowing for the re-configuration of Valerio at its southern boundary.

Concurrent with the hotel expansion, Valerio has been replatted to reflect the new condominium boundaries and layout of Unit 24. This change to the residential development plan will reduce the overall parking and trash demand in the residential community and provide an increased landscape buffer for enjoyment of Valerio residents. The community will still reflect the Santa Barbara style, painted white with red barrel tile roofs to complement the character and image of the Downtown Ocotillo area.

i. SUMMARY OF REQUESTS

This application requests an Area Plan Amendment, a zoning amendment to the Planned Area Development (PAD), and a Preliminary Development Plan (PDP).

ii. RELATIONSHIP TO ADJACENT PROPERTIES

This Property is within the Downtown Ocotillo area which is a mix of retail, hotel, and multi-family uses. The Property is currently developed with a hotel at the south consisting of two (2) buildings, and a residential community at the north, which has commenced construction. To the West is a lake and office buildings. To the North is vacant agricultural land intended for future industrial and office uses. To the east are the Downtown Ocotillo shops buildings.

c. GENERAL PLAN CONFORMANCE

This request is in conformance with the City of Chandler General Plan adopted in 2016. The General Plan designates the Property as Employment which allows "a compatible mix of supporting commercial uses and residential densities as an integral component." Given its location within a mixed-use setting (Downtown Ocotillo), residential uses are complementary to the retail, hotel, and multi-family uses in the area.

d. AREA PLAN AMENDMENT

The area plan amendment concerns only the area to be converted into a parking lot to serve the hotel expansion, totaling about .61 acres. The subject area was previously designated as commercial in the Ocotillo Area Plan before it was changed to residential in 2018 via Case No. DVR18-0022. This application proposes an Area Plan amendment to change the designation back to commercial for the parking lot which represents only .61 acres. *See Area Plan Exhibits at* ***Tab B.***

II. PAD

PERMITTED USES: All uses permitted in the MF-1 District (Valerio); and C-2 Commercial District (Residence Inn) in the City of Chandler Zoning Ordinance as well as condominiums by right.

III. PDP

The intent of this document is to set forth a cohesive, single PDP document, for the Valerio at Ocotillo and the Residence Inn. While several sections, particularly related to design standards, are largely restated from prior approvals, this document also sets forth and establishes several additional development standards for the Valerio at Ocotillo and the Residence Inn, as further noted below. This PDP is divided into two (2) parts: Section 1, The Valerio at Ocotillo; and, Section 2, The Residence Inn Expansion. Section 1 addresses the reconfigured Valerio residential development plan and Section 2 pertains to the hotel expansion, building architecture and site layout.

1. The Valerio at Ocotillo PDP

a. SITE DESIGN

Residential building heights, building setbacks, landscape setbacks and development standards will comply with the Council approved Ocotillo Patio Villas PAD (DVR18-0022) as restated below, the City of Chandler Zoning Code and the Multifamily Design Guidelines, except as modified in Ocotillo Patio Villas PAD (DVR18-022) or by this PAD/PDP.

b. VALERIO ARCHITECTURE DESIGN AND THEME

i. BUILDING MASSING AND ARTICULATION

The Valerio reflects the Santa Barbara style, painted white with red barrel tile roofs, arched windows, and inset garages to complement the character and image of the Downtown Ocotillo area. Most of the villas have private entry court yards and inset garage doors with flanking traditionally styled wall lights. A combination of hip, gable end and circular turret roofs will add character and diversity to the streetscape.

ii. BUILDING MATERIALS

Stucco walls, concrete roof tile in a color to emulate clay, along with brick lintels and window surrounds add character appropriate to the Santa Barbara styled architecture. Expansive windows will provide an abundance of light into the villas and capture scenic waterfront views.

iii. UNIT DESIGN

Although this will be a condominium community, the villas provide many design elements found in single family homes. The floor plans encapsulate the current features popular with buyers today. These features include open, spacious great rooms, split bedroom plans, grand en-suite master baths with large walk-in-closets, and optional 3rd bedrooms in lieu of flex spaces which can function as dining rooms or dens.

c. LANDSCAPING & OPEN SPACE

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The landscape character will continue the lush landscape exemplified in the Ocotillo area developments. Evergreen trees such as Mondel pine, Southern Live Oak, fruitless olives and stately date palms will dominate the vertical element, together with deciduous varieties such as Fan West Ash will provide a hint of fall color to the project.

With the use of the lake water for landscape irrigation, the turf area shall be maximized, per the requirements of the Ocotillo Association. The proposed shrubs and groundcovers will provide color and seasonal interest throughout the year. Perimeter walls and entry gates will match the existing character of the Downtown Ocotillo area, providing a sense of security for the residents and uniformity to the area.

d. DEVELOPMENT STANDARDS

Residential development within the Property shall conform to the standards set forth in the MF-1 District of the Chandler Zoning Ordinance and the standards set forth in this PDP. If there is a conflict, the development standards in this PDP shall apply.

Below is a summary of the development standards for Valerio. See Table 1 for a summary of the residential development plan modifications.

i. SETBACKS

The proposed landscape and building minimum setbacks are as follows:

Front Yard Setback (Queen Creek Road)	25 feet
Side Yard Waterfront Setback from water's edge.	25 feet
Side Yard East Setback (Private Drive)	10 feet
Rear Yard Setback (Adjacent to Hotel)	5 feet

ii. HEIGHT

The maximum building heights in the proposed development follow the Chandler Zoning Ordinance MF-1 standards by not exceeding a building height of twenty-five (25') feet.

iii. PARKING

The proposed parking meets the Chandler Zoning Ordinance requirements. Every villa is provided with a two-car garage. Signs will be posted on-site stating that parking in front of garages is prohibited unless the space has the required 20-foot depth per the Chandler Zoning Ordinance. There are 9 additional uncovered parking spaces. Additionally, convenient guest parking is allowed off-site via a cross parking and access easement with the commercial property at Downtown Ocotillo.

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TABLE 1 – VALERIO MODIFICATIONS		
DEVELOPMENT STANDARD	**EXISTING**	**PROPOSED**
# OF UNITS	32	26
DENSITY (DU/AC)	5.7	5.23
REAR YARD SETBACK	10’	**5’**
VISITOR PARKING	8 SPACES	9 SPACES

iv. DEVIATIONS

This PAD/PDP restates below the prior deviations already approved in Ocotillo Patio Villas PAD (DVR18-0022).

Chandler Zoning Ordinance 35-803. - Height and area regulations. Front yard setback reduction from 50 feet to 25 feet, for R/W greater than 99-foot.
Chandler Zoning Ordinance 35-1902 (7)(c). - Site development plan design standards Swimming Pool Length. Swimming pool minimum length reduction from sixty feet to thirty-five feet minimum.

City of Chandler Standard Detail C-228. Modification of the typical driveway access to a private gated community to the layout as shown in the PDP booklet.

The following additional deviation is requested:

Chandler Zoning Ordinance 35-803. - Height and area regulations. Rear yard setback reduction from 10 feet to 5 feet for a dwelling.

e. MULTI-FAMILY DESIGN STANDARDS

i. COMMON FACILITIES, OPEN SPACE, AND AMENITIES

Although platted as condominium units, the development proposal is more akin to patio homes with private rear yards. The private yards area in lieu of amenities traditionally found with apartment home communities. The development is connected to the surrounding area by walking paths.

ii. SPECIFIC DESIGN ATTENTION AREAS

The design of all courtyards and pedestrian areas shall relate to "human scale." Large unvaried building facades shall be avoided. Lighting is provided for both convenience and security. Living units and windows are arranged to provide privacy. Parking is in a location that is convenient to the occupants of the homes.

iii. ENERGY CONSERVATION

The development shall shade the south and west sides of buildings by overhangs and/or trees and provide shade trees on the south and west side of the development. Required shading at the above locations have been provided through recessed patios, recessed windows, and the use of landscape.

iv. CONDOMINIUMS*:* Since the patio homes are not physically connected, there is sufficient soundproofing between dwelling units. There is adequate storage. Dwelling units will have distinctive entryways to avoid the monotony frequently found where a row of doors line a corridor.

v. LANDSCAPING

The amount of landscaping is of sufficient intensity to create a pleasant and comfortable living environment with the amount of plant material dependent on the size of the vegetation as well as the shape and size of the areas to be landscaped. A dynamic landscape setback is provided along the streetscape and perimeter edges.

vi. SECURITY

All of the open spaces are observable to minimize the opportunity for unruly conduct and to create the feeling of "ownership" by the occupants of the projects.

2. The Residence Inn PDP

a. SITE DESIGN

Downtown Ocotillo features distinctive landscaping, a unique lakeside open area, and Santa Barbara influenced architecture and signage. There are tree-lined boulevards, above which are views of the towers of Downtown Ocotillo, and important pedestrian paths and connections. The mixed-use nature of Downtown Ocotillo creates opportunities for hotel guests to enjoy not only hotel amenities, but also the shopping and dining amenities within the larger Downtown Ocotillo area, as the hotel and retail amenities are integrally connected. The addition of a new hotel building will only help to invigorate and activate the area, which will provide many benefits as described herein.

b. ARCHITECTURAL CHARACTER

Just like the rest of Downtown Ocotillo, the Residence Inn fully embraces Santa Barbara style architecture. The most distinctive exterior features of Santa Barbara are red clay tile roofing and smooth white stucco walls. Every building, architectural pedestrian feature, and monument sign in Downtown Ocotillo embraces this style.

Another important element of Santa Barbara style is the connection between interior and exterior space. In Santa Barbara style architecture, exterior space is a large programmatic function of the building. Downtown Ocotillo has taken this element and incorporated it into

many of the buildings. The hotel buildings achieve this by activating gathering areas that enhance the lakeside experience.

c. LANDSCAPING & OPEN SPACE

The landscape character will continue the lush landscape exemplified in the Ocotillo area developments. Evergreen trees such as Mondel pine, Southern Live Oak, fruitless olives and stately date palms will dominate the vertical element, together with deciduous varieties such as Fan West Ash will provide a hint of fall color to the project.

With the use of the lake water for landscape irrigation, the turf area shall be maximized, per the requirements of the Ocotillo Association. The proposed shrubs and groundcovers will provide color and seasonal interest throughout the year. Perimeter walls and entry gates will match the existing character of the Downtown Ocotillo area, providing a sense of security for the residents and uniformity to the area. A series of 25' to 30' tall fan palm trees (Washingtonia robusta) will also be provided along the building foundations of structures that exceed 45' in height.

d. DEVELOPMENT STANDARDS

Hotel development shall conform to the standards set forth in the C-2 District of the Chandler Zoning Ordinance and the standards set forth in this PAD/PDP. If there is a conflict, the development standards in this PAD/PDP shall apply. Refer to Table 2 for a summary of development standard modifications for the hotel addition.

Table 2 – Residence Inn Development Standard Modifications for Hotel Addition

Development Standard	**Existing**	**Proposed**
Building Area	107,025 SF	147,780 SF
Total Units	142	201
Building Height	59'-6" to top of parapet*	60'-2" to top of parapet
Parking Required	142 Spaces	201 Spaces
Parking Provided	152 Spaces	**186 Spaces**
Commercial Building Setback from Residential	Commercial buildings shall be no closer than twenty-five (25) feet, plus one (1) additional foot for each foot of height of the commercial building, from the residential property line	**30'**

*A mid-rise overlay was approved via Case No. DVR06-0051 for six (6) stories of height.

i. DEVIATIONS

Chandler Zoning Ordinance 35-1902.8.a.1 – Additional requirements for shopping centers, office and commercial complexes. Reduce commercial building setback to 30 feet from residential property line.

Chandler Zoning Ordinance 35-1804.3 – Commercial parking schedule. Reduce hotel parking requirement from 201 spaces to 186 spaces on-site. Note that additional parking is available off-site via a cross parking and access easement with the commercial property at Downtown Ocotillo.

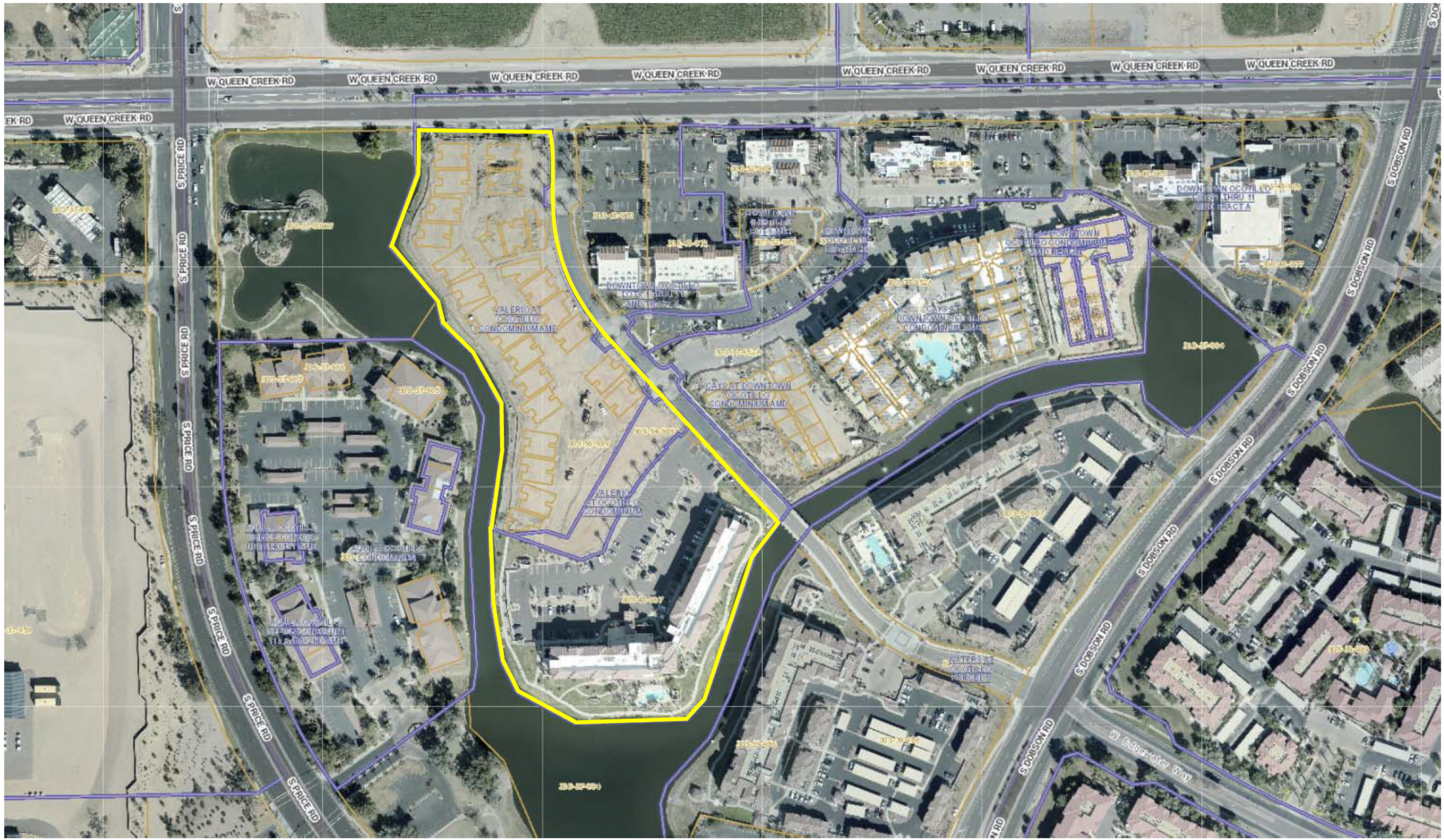
Chandler Zoning Ordinance 35-1903.6.b.3 – Landscaping Buffers. Reduce landscape strip on northern perimeter of the hotel to five (5) feet.

Chandler Zoning Ordinance 35-1903.6.b.2 and b.3 – Landscaping diamonds and buffers. Remove landscape diamond requirement for consistency with overall development and reduce landscape strip on northern perimeter of the hotel to five (5) feet.

Summary

The modified residential community is a better land plan because it provides more open space and reduced density. Additionally, it adds room for new commercial parking to better accommodate the Residence Inn Hotel expansion. The proposal includes Santa Barbara design architecture which characterizes this area and makes meaningful use of an otherwise vacant property. The proposed site plan provides connectivity to the surrounding development, is walkable, and is nicely situated on the lakefront. Overall, the building architecture for both the Residence Inn and Valerio will remain consistent with the Downtown Ocotillo Master Plan area and the overall vision remains unchanged.

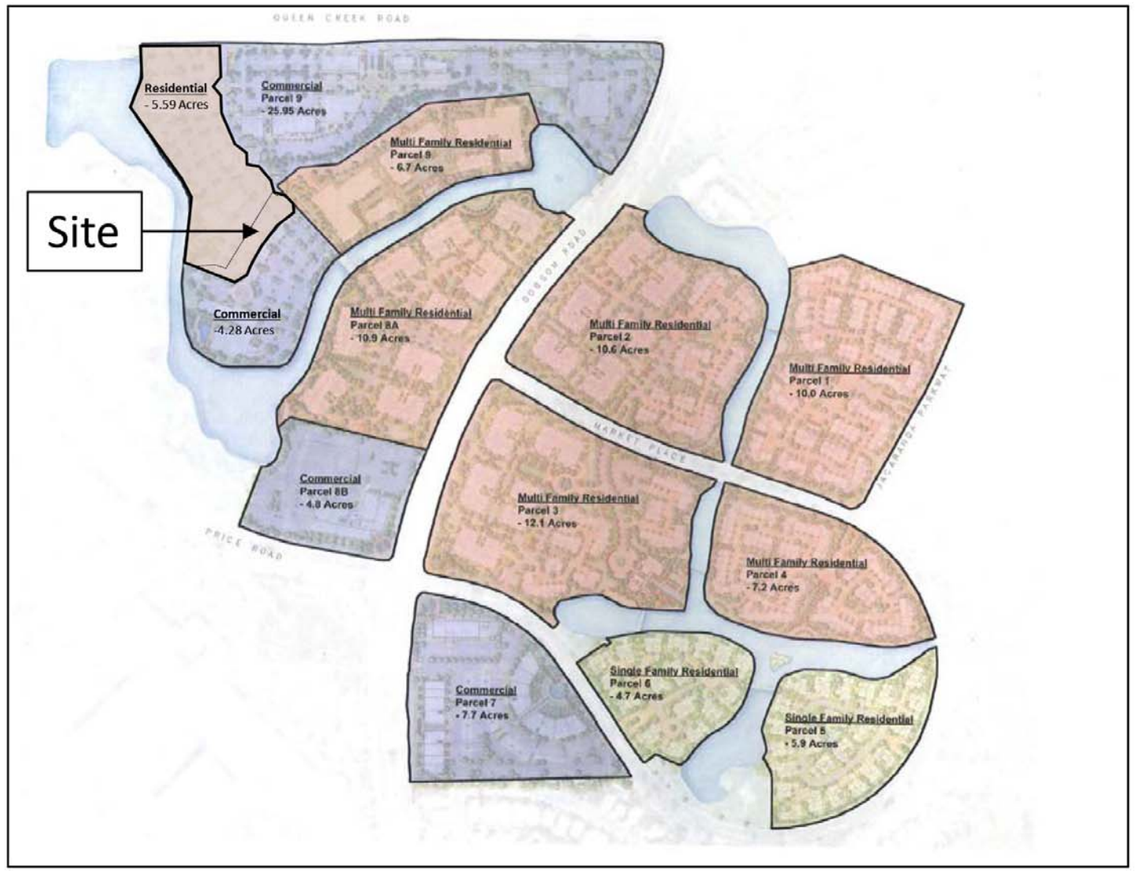
TAB A



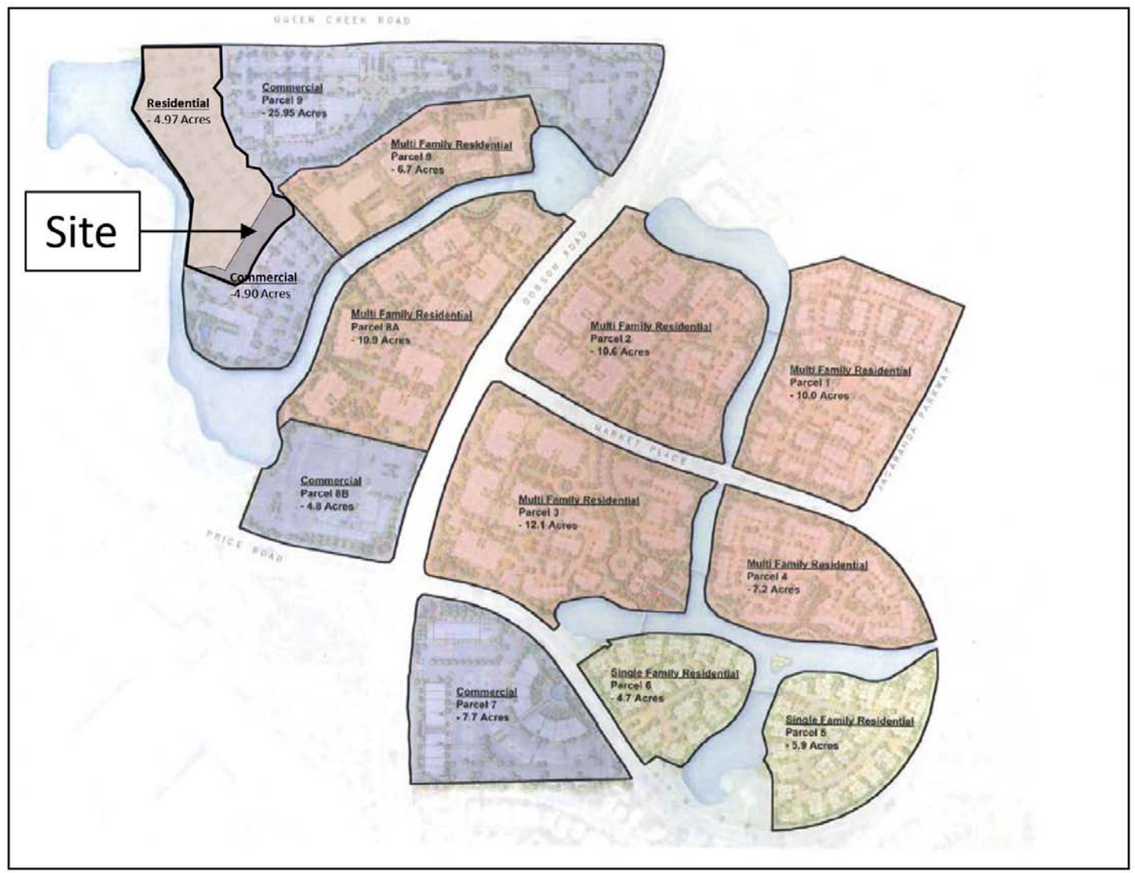
TAB A - OVERALL SITE AERIAL

TAB B

Existing Area Plan
Downtown Ocotillo



Proposed Area Plan
Downtown Ocotillo



TAB A – AREA PLAN MAP

TAB C

EXHIBIT A1.1 - OVERALL SITE RENDERING

VALERIO
AT OCOTILLO

Residence INN
BY MARRIOTT
PHOENIX CHANDLER/SOUTH

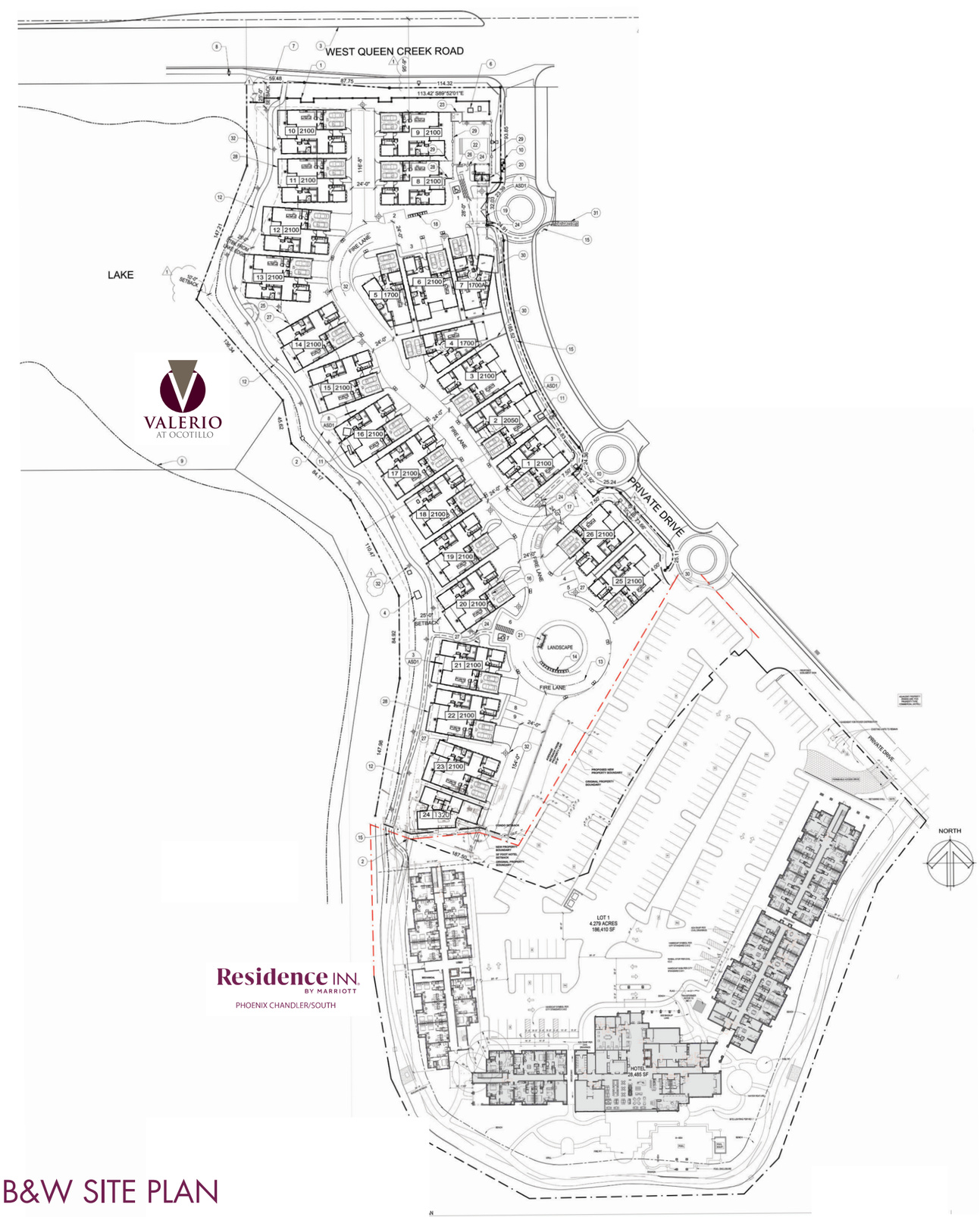


EXHIBIT A1.2 - OVERALL B&W SITE PLAN

VALERIO
AT OCOTILLO

Residence INN
BY MARRIOTT
PHOENIX CHANDLER/SOUTH

TAB D

OVERALL SITE DATA

PROJECT NAME:	THE VALERIO AT OCOTILLO
PROJECT ADDRESS:	2777 W QUEEN CREEK RD CHANDLER, AZ 85248
SITE AREA:	199,278 SF / 4.57 NET ACRES
TOTAL PARCEL:	216,492 SF / 4.97 GROSS ACRES
ZONING:	EXISTING PAD PROPOSED PAD
APN:	303-54-989
LEGAL DESCRIPTION:	LOTS 2 AND 3 OF DOWNTOWN OCOTILLO LOTS 1 THRU 11 AND TRACT A, ACCORDING TO BOOK OF 981 OF MAPS, PAGE 25, RECORDS OF MARICOPA COUNTY, ARIZONA.
PROPOSED USE:	RESIDENTIAL (CONDO)
DENSITY:	5.23 DU / AC

BUILDING DATA

UNIT TYPE	Units			
TWO BEDROOM UNITS	3	12%	1,706	SQ FT
THREE BEDROOM UNITS	23	88%	1,318 - 2,130	SQ FT
TOTAL	26		49,884	

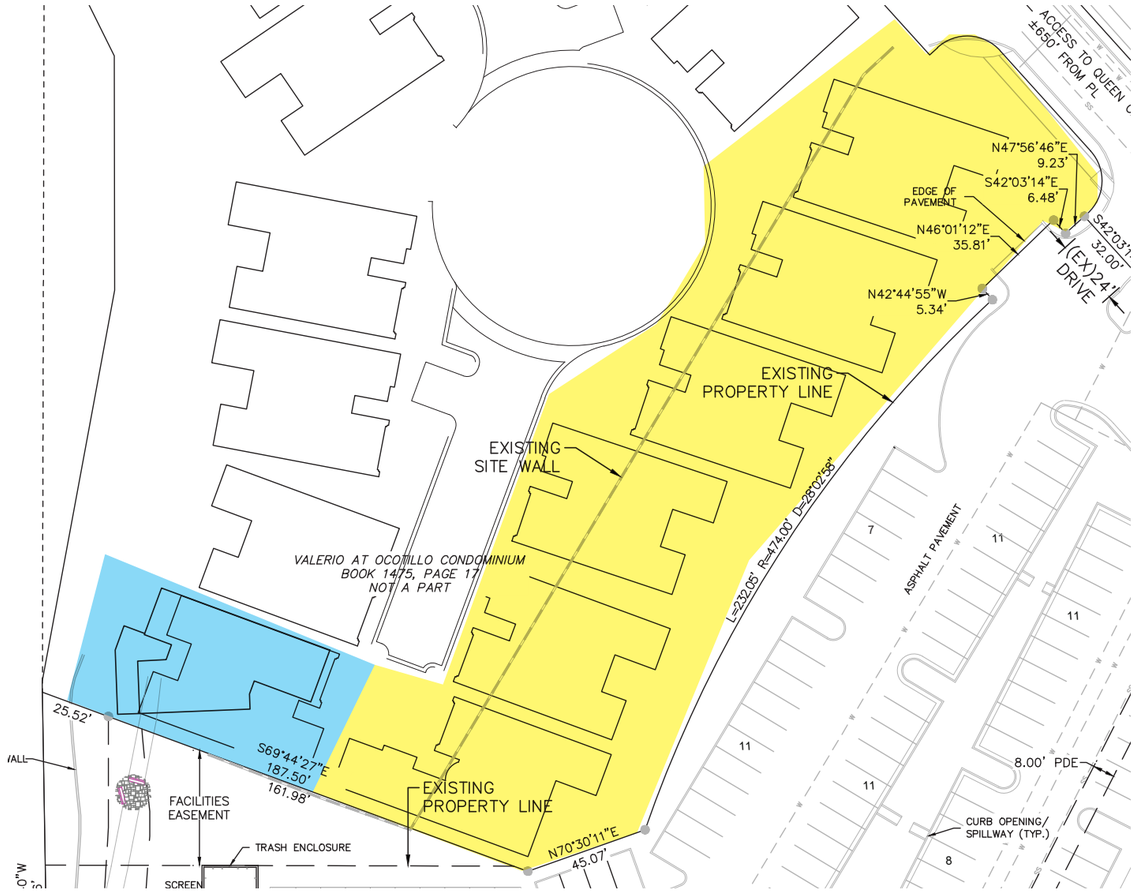
BUILDING HEIGHT	
MAX ALLOWED	35 FEET
MAX PROPOSED	20 FEET

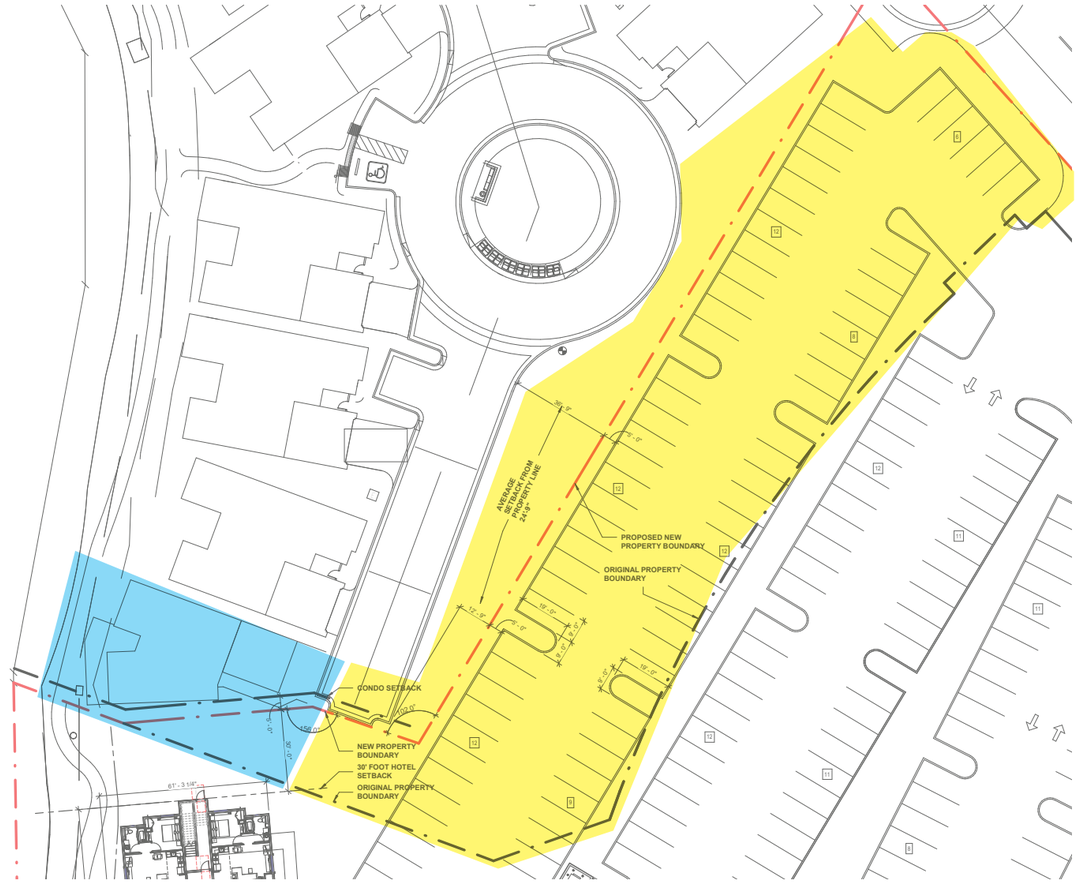
PARKING DATA

PARKING REQUIRED:	
23 (3) BEDROOM UNITS (23 X 2.25):	52 P.S.
3 (2) BEDROOM UNITS (3 X 2):	6 P.S.
TOTAL PARKING REQUIRED	58 P.S.
PARKING PROVIDED:	
26 UNITS W/ 2 CAR GARAGE	52 P.S.
GUEST PARKING	7 P.S.
REGULAR PARKING SPACE	2 P.S.
ADA ACCESSIBLE	
TOTAL PARKING PROVIDED	61 P.S.

EXHIBIT A1.3 - OVERALL VALERIO SITE PLAN

VALERIO
AT OCOTILLO





6 LOTS REMOVED FOR HOTEL EXPANSION PARKING

FLOOR PLAN REMODELED

EXHIBIT A1.4 - VALERIO SOUTHERN AREA CLOSE UP

VALERIO
AT OCOTILLO

PLANT LEGEND

TREES	SIZE/ SPECIFICATION
Pinus halepensis Aleppo Pine	24" Box: 2.0" Cal. 9'H x 4'W Standard
Quercus virginiana Southern Live Oak	24" Box: 1.5" Cal. 9'H x 4'W Standard
Olea europaea "swan hill" Swan Hill Olive	36" Box: 3.0" Cal. 10'H x 7'W Multi Trunk
Dalbergia sissoo Sissoo Tree	24" Box: 1.5" Cal. 9'H x 4'W Standard
Schinus terebinthifolius Brazilian Pepper Tree	36" Box: 2.25" Cal. 12'H x 7'W Multi Trunk
Washingtonia robusta Mexican Fan Palm	20',25", 30' Trunk Height Skin Trunk Full Height
Pinus eldarica Mondel Pine	24" Box: 2.5" Cal. 9'H x 4'W Double Stake
Tipuana tipu Tipu Tree	36" Box: 3.0" Cal. 11'H x 6'W Double Stake

NOTE:
MIMIMUM CALIPER SIZE IS A ZONING REQUIREMENT. IF THE MINIMUM CALIPER CANNOT BE MET AT BOX SIZE SPECIFIED, THEN THE BOX SIZE MUST BE INCREASED TO MEET CALIPER REQUIREMENTS.

MIMIMUM CALIPER SIZE SPECIFIED IS FROM THE ARIZONA NURSERY ASSOCIATION GROWER'S COMMITTEE, RECOMMENDED AVERAGE TREE SPECIFICATIONS.

SHRUBS	SIZE
Tecoma hybrid Orange Jubilee	15 Gallon
Phoenix roebelenii Pigmy Date Palm	15 Gallon
Caesalpinia pulcherrima Red Bird of Paradise	5 Gallon
Senna phyllodenia Silver- Leaf Senna	5 Gallon
Leucophyllum candida "Thundercloud " Sage	5 Gallon
Xylosma congestum Shiny Xylosma	5 Gallon
Dodonea viscosa Hopseed Bush	5 Gallon
Nerium oleander "Petite Pink" Dwarf	5 Gallon
Rapiolepis indica Indian Hawthorn	5 Gallon
Feijoa sellowiana Pineapple Guava	5 Gallon
Hibiscus rosa- sinensis Chinese Hibiscus	5 Gallon
Ruellia peninsularis Baja Ruellia	5 Gallon
Juniperus chinensis "Sea- Green" Juniper	5 Gallon
Dietes bicolor Fortnight Lily *Ruellia* Katie Ruellia	1 Gallon
Tecomaria capensis Cape Honeysuckle	5 Gallon
Sophora secundiflora Texas Mountain Laurel	5 Gallon
Thevetia peruviana Yellow Oleander	15 Gallon
Muhlenbergia capilaris Regal Mist Deer Grass	5 Gallon
GROUNDCOVERS	**SIZE**
Lantana montevidensis Gold Mound Lantana	1 Gallon
Convolvulus cneorum Bush Morning Glory	1 Gallon
Rosemarinus officinalis Rosemary	1 Gallon
Wedelia trilobata Yellow Dots	1 Gallon
Seasonal annuals	4" Pots @ 6" O.C.
Cynodon dactylon Midiron Hybrid	Sod
	5 Gallon w/ 4'x4' Trellis
LANDSCAPE MATERIALS	
Decomposed granite "Table Mesa Brown"	3/4" Sized 2" Depth
Concrete header Extruded	6"x 6"

EXHIBIT A2 - VALERIO LANDSCAPE PLAN

VALERIO AT OCOTILLO

Residence INN BY MARRIOTT

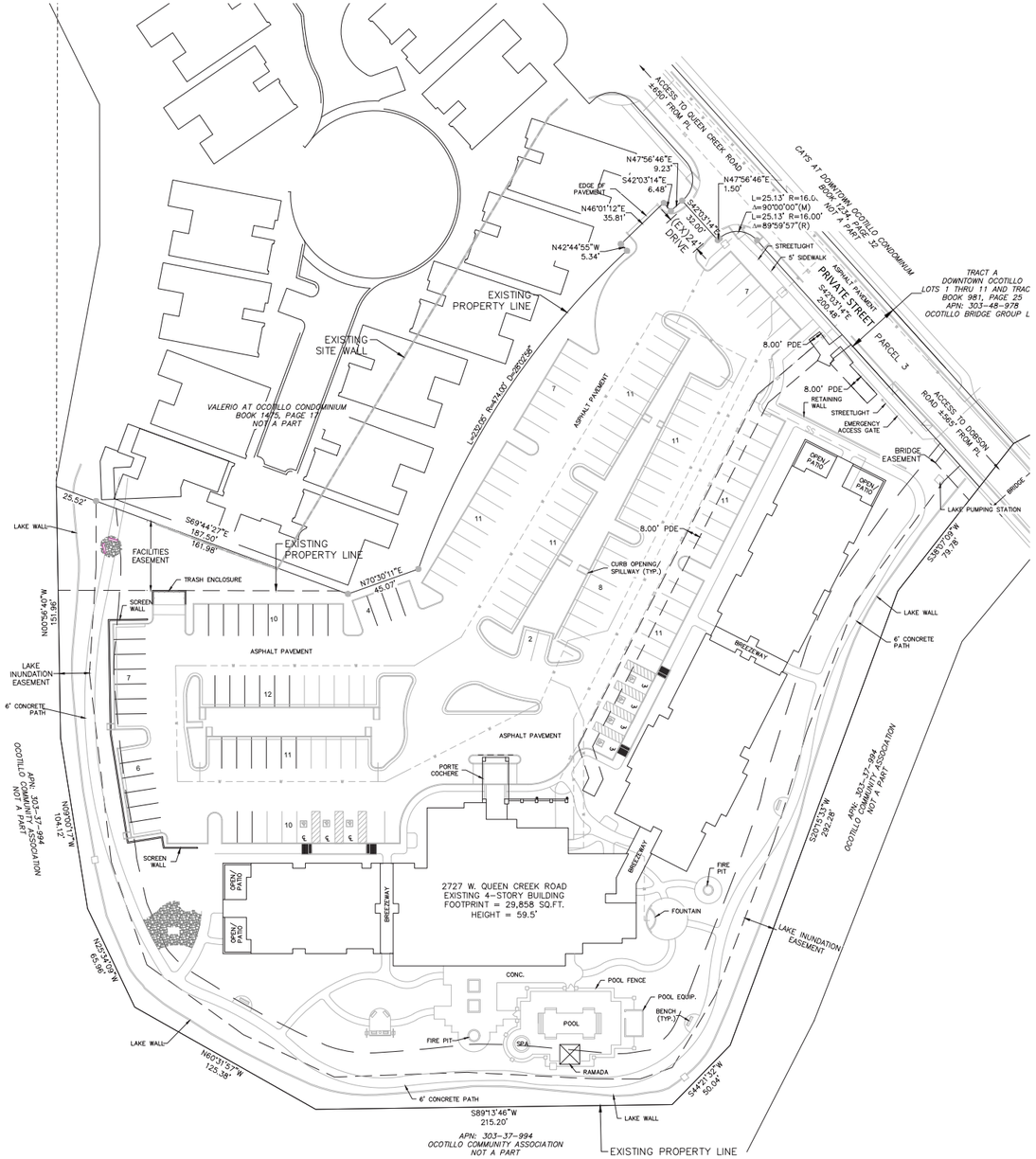
PHOENIX CHANDLER/SOUTH

EXHIBIT A3 - VALERIO AERIAL PERSPECTIVE

VALERIO
AT OCOTILLO

Residence INN
BY MARRIOTT
PHOENIX CHANDLER/SOUTH

TAB E



EXISTING SITE
SCALE: 1"=40'

NEW SITE / BUILDING ADDITION
SCALE: 1"=40'

EXHIBIT A4 - OVERALL RESIDENCE INN EXISTING SITE PLAN & ADDITION SITE PLAN

Residence INN BY MARRIOTT

PHOENIX CHANDLER/SOUTH

BUILDING INFORMATION - EXISTING

NUMBER OF LEVELS: 4 LEVELS

NUMBER OF GUEST UNITS: 142 GUEST UNITS (INCLUDING 7 ADA UNITS)

BUILDING SQUARE FOOTAGE:

1 ST LEVEL:	28,485 SF (EXT. FACE OF STUD)
2 ND LEVEL:	26,180 SF (EXT. FACE OF STUD)
3 RD LEVEL:	26,180 SF (EXT. FACE OF STUD)
4 TH LEVEL:	26,180 SF (EXT. FACE OF STUD)

TOTAL BUILDING AREA: 107,025 SF

BUILDING HEIGHTS:

TOP OF ROOF DECK: 45'-6"

TOP OF HIGHEST PARAPET: 59'-6"

EXISTING HOTEL PARKING: 152 SPACES

BUILDING INFORMATION - ADDITION

NUMBER OF LEVELS: 4 LEVELS

NUMBER OF GUESTROOMS: 59 GUESTROOMS

BUILDING SQUARE FOOTAGE:

1 ST LEVEL:	10,146 SF (EXT. FACE OF STUD)
2 ND LEVEL:	10,203 SF (EXT. FACE OF STUD)
3 RD LEVEL:	10,203 SF (EXT. FACE OF STUD)
4 TH LEVEL:	10,203 SF (EXT. FACE OF STUD)

TOTAL BUILDING AREA: 40,755 SF

BUILDING HEIGHTS:

TOP OF ROOF DECK: 45'-6"

TOP OF HIGHEST PARAPET: 60'-2"

NEW HOTEL PARKING: 32 SPACES

BUILDING INFORMATION - TOTAL SITE

NEW HOTEL GUESTROOMS:	59 GUESTROOMS
EXISTING HOTEL GUESTROOMS:	142 GUESTROOMS
TOTAL HOTEL GUESTROOMS:	201 GUESTROOMS
NEW HOTEL PARKING:	32 SPACES
EXISTING HOTEL PARKING:	152 SPACES
HOTEL TOTAL PARKING:	186 SPACES

PARKING REQUIREMENTS:

HOTEL: ONE SPACE PER ROOM
REQUIRED: 201
PROVIDED: 186

** ORDINANCE REQUIRES ONCE SPACE PER 100 SF OF BANQUET, RESTAURANT OR MEETING NOT INTENDED SOLELY FOR GUEST OR EMPLOYEE USE. NO FUNCTIONS WITHIN HOTEL ARE INTENDED FOR NON-GUEST USE **

LOT COVERAGE PERCENTAGES:

NEW TOTAL SITE AREA:	213,495 S.F. (100% TOTAL SITE)
BUILDING:	38,631 S.F. (18.1% TOTAL SITE)
LANDSCAPE:	89,402 S.F. (41.9% TOTAL SITE)
PARKING:	85,462 S.F. (40% TOTAL SITE)
LANDSCAPE IN PARKING:	13,406 S.F. (15.7% PARKING AREA)

ROOM TYPE MATRIX - ADDITION

ROOM TYPE	1ST LEVEL	2ND LEVEL	3RD LEVEL	4TH LEVEL	TOTAL
STUDIO	2	2	2	2	8
STUDIO CONNECTOR	3	3	3	3	12
ONE BEDROOM	4	4	4	4	16
DOUBLE QUEEN STUDIO	5	6	6	6	23
TOTAL	**14**	**15**	**15**	**15**	**59**

EXHIBIT A4.1 - OVERALL RESIDENCE INN EXPANSION SITE PLAN

Residence INN BY MARRIOTT

PHOENIX CHANDLER/SOUTH

PLANT LEGEND

TREES	SIZE/ SPECIFICATION
Pinus halepensis Aleppo Pine	24" Box: 2.0" Cal. 9'H x 4'W Standard
Quercus virginiana Southern Live Oak	24" Box: 1.5" Cal. 9'H x 4'W Standard
Olea europaea "swan hill" Swan Hill Olive	36" Box: 3.0" Cal. 10'H x 7'W Multi Trunk
Schinus terebinthifolius Brazilian Pepper Tree	36" Box: 2.25" Cal. 12'H x 7'W Multi Trunk
Washingtonia robusta Mexican Fan Palm	20',25", 30' Trunk Height Skin Trunk Full Height
Pinus eldarica Mondel Pine	24" Box: 2.5" Cal. 9'H x 4'W Double Stake
Tipuana tipu Tipu Tree	36" Box: 3.0" Cal. 11'H x 6'W Double Stake

NOTE:
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MIMIMUM CALIPER SIZE SPECIFIED IS FROM THE ARIZONA NURSERY ASSOCIATION GROWER'S COMMITTEE, RECOMMENDED AVERAGE TREE SPECIFICATIONS.

SHRUBS	SIZE
Tecoma hybrid Orange Jubilee	15 Gallon
Phoenix roebelenii Pigmy Date Palm	15 Gallon
Caesalpinia pulcherrima Red Bird of Paradise	5 Gallon
Senna phyllodenia Silver- Leaf Senna	5 Gallon
Leucophyllum candida "Thundercloud " Sage	5 Gallon
Dodonea viscosa Hopseed Bush	5 Gallon
Nerium oleander "Petite Pink" Dwarf	5 Gallon
Rapiolepis indica Indian Hawthorn	5 Gallon
Hibiscus rosa- sinensis Chinese Hibiscus	5 Gallon
Ruellia peninsularis Baja Ruellia	5 Gallon
Tecomaria capensis Cape Honeysuckle	5 Gallon
Sophora secundiflora Texas Mountain Laurel	5 Gallon
Muhlenbergia capilaris Regal Mist Deer Grass	5 Gallon
GROUNDCOVERS	**SIZE**
Lantana montevidensis Gold Mound Lantana	1 Gallon
Convolvulus cneorum Bush Morning Glory	1 Gallon
Rosemarinus officinalis Rosemary	1 Gallon
Cynodon dactylon Midiron Hybrid	Sod
VINES	**SIZE**
Bougainvillea "San Diego Red"	5 Gallon w/ 4'x4' Trellis
LANDSCAPE MATERIALS	
Decomposed granite "Desert Gold"	3/4" Sized 2" Depth
Concrete header Extruded	6"x 6"

NORTH

0 10' 20' 40'

EXHIBIT A5 - RESIDENCE INN LANDSCAPE PLAN

VALERIO AT OCOTILLO

Residence INN BY MARRIOTT

PHOENIX CHANDLER/SOUTH

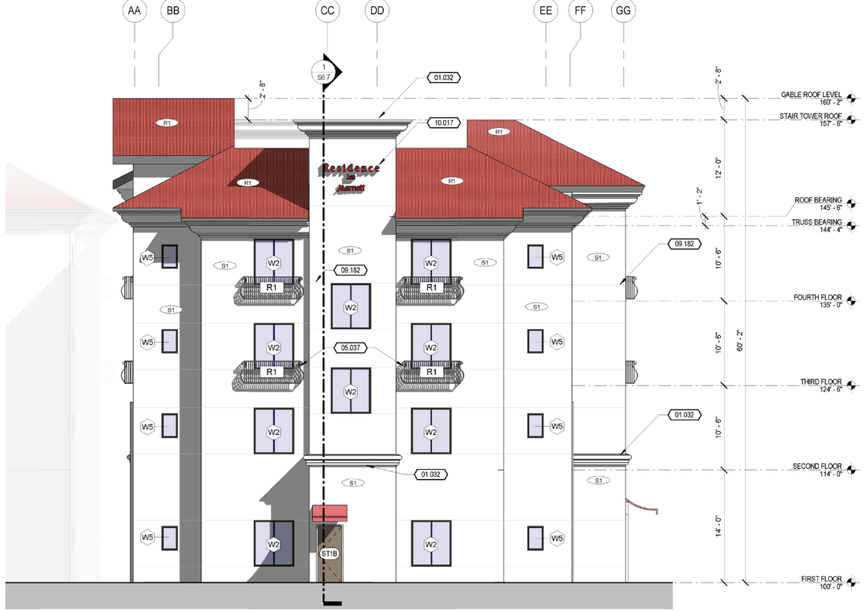
EXHIBIT A6 - RESIDENCE INN AERIAL PERSPECTIVE

VALERIO
AT OCOTILLO

Residence INN
BY MARRIOTT

PHOENIX CHANDLER/SOUTH

1 ADDITION EAST ELEVATION
1/8" = 1'-0"



2 ADDITION NORTH ELEVATION

KEYNOTE LEGEND

01.032	DECORATIVE CORNICE. REFER TO A3 SERIES SHEETS FOR CORNICE DETAILS.
05.037	DECORATIVE JULIET BALCONY. REFER TO A3.7 AND SPECIFICATIONS FOR RAILING DETAILS.
09.182	STUCCO CONTROL JOINT AS REQUIRED BY MANUFACTURER STANDARDS.
10.017	BUILDING MOUNTED BUILDING SIGNAGE. OWNER FURNISHED CONTRACTOR INSTALLED. CONTRACTOR SHALL PROVIDE REQUIRED BLOCKING FOR SIGN ANCHORING. COORDINATE POWER REQUIREMENTS AND CIRCUITING WITH SIGN MANUFACTURER.

MATERIAL LEGEND

R1 - CONCRETE ROOF TILE - RED

R2 - RAILINGS @ BALCONIES - GLOSSY BLACK

S1 - STUCCO - WESTERN 1-KOTE - CHINA WHITE (DRY-VIT COLOR CHART)

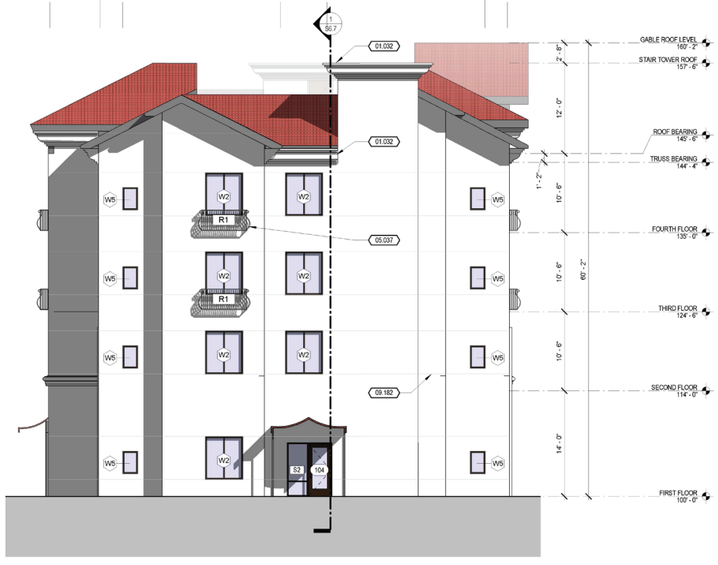
T1 - 4X4 CERAMIC TILE ACCENT - BLUE

EXHIBIT A7 - RESIDENCE INN EXTERIOR COLOR ELEVATIONS

Residence INN BY MARRIOTT

PHOENIX CHANDLER/SOUTH

1 ADDITION WEST ELEVATION
1/8" = 1'-0"



2 ADDITION SOUTH ELEVATION

KEYNOTE LEGEND

01.032	DECORATIVE CORNICE. REFER TO A3 SERIES SHEETS FOR CORNICE DETAILS.
05.037	DECORATIVE JULIET BALCONY. REFER TO A3.7 AND SPECIFICATIONS FOR RAILING DETAILS.
09.182	STUCCO CONTROL JOINT AS REQUIRED BY MANUFACTURER STANDARDS.

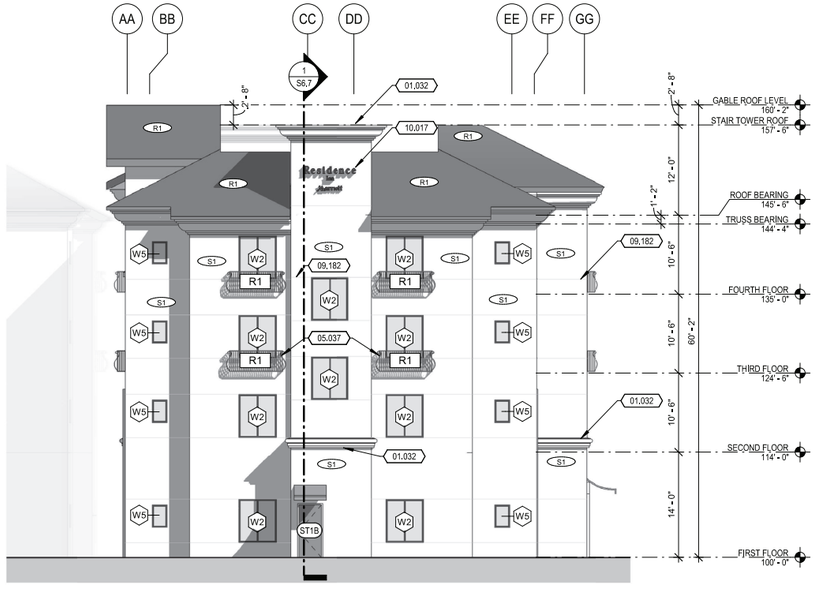
MATERIAL LEGEND

- R1 - CONCRETE ROOF TILE - RED
- R2 - RAILINGS @ BALCONIES - GLOSSY BLACK
- S1 - STUCCO - WESTERN 1-KOTE - CHINA WHITE (DRY-VIT COLOR CHART)
- T1 - 4X4 CERAMIC TILE ACCENT - BLUE

EXHIBIT A7 - RESIDENCE INN EXTERIOR COLOR ELEVATIONS

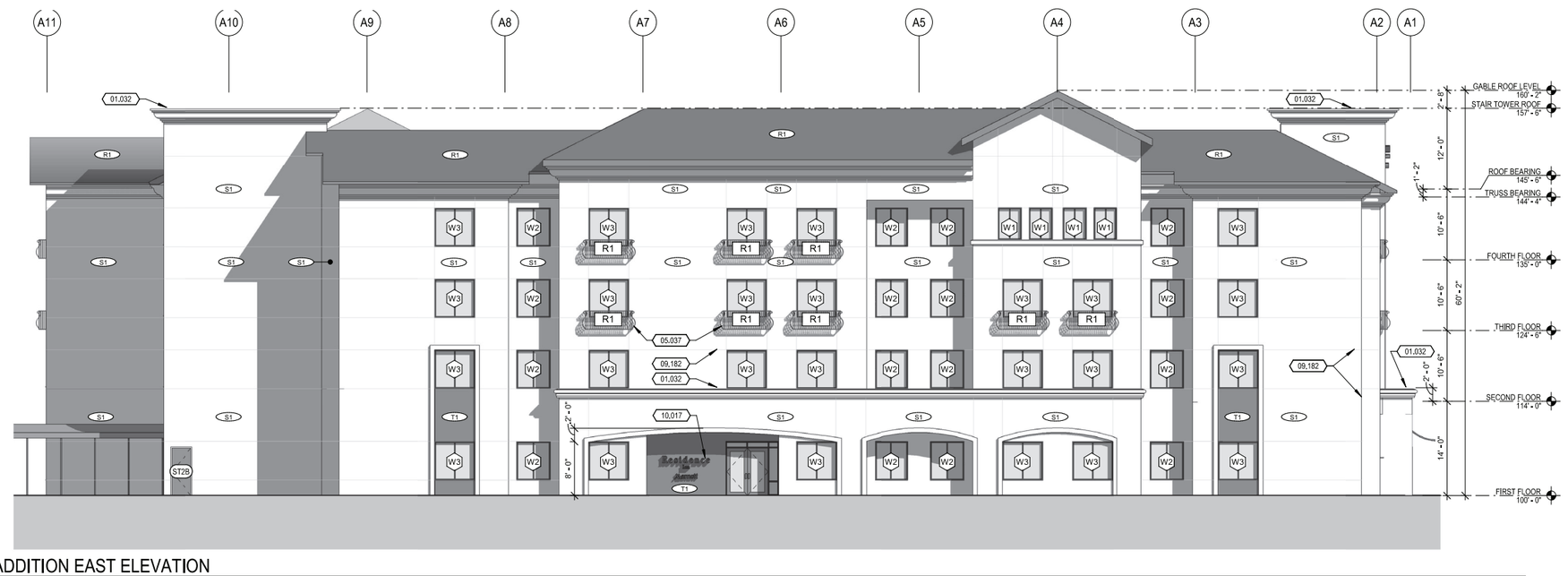
Residence INN BY MARRIOTT

PHOENIX CHANDLER/SOUTH



1 ADDITION NORTH ELEVATION

3/32" = 1'-0"



2 ADDITION EAST ELEVATION

3/32" = 1'-0"

KEYNOTE LEGEND

01,032	DECORATIVE CORNICE. REFER TO A3 SERIES SHEETS FOR CORNICE DETAILS.
05,037	DECORATIVE JULIET BALCONY. REFER TO A3.7 AND SPECIFICATIONS FOR RAILING DETAILS.
09,182	STUCCO CONTROL JOINT AS REQUIRED BY MANUFACTURER STANDARDS.
10,017	BUILDING MOUNTED BUILDING SIGNAGE, OWNER FURNISHED CONTRACTOR INSTALLED. CONTRACTOR SHALL PROVIDE REQUIRED BLOCKING FOR SIGN ANCHORING. COORDINATE POWER REQUIREMENTS AND CIRCUITING WITH SIGN MANUFACTURER.

MATERIAL LEGEND

R1 - CONCRETE ROOF TILE - RED

R2 - RAILINGS @ BALCONIES - GLOSSY BLACK

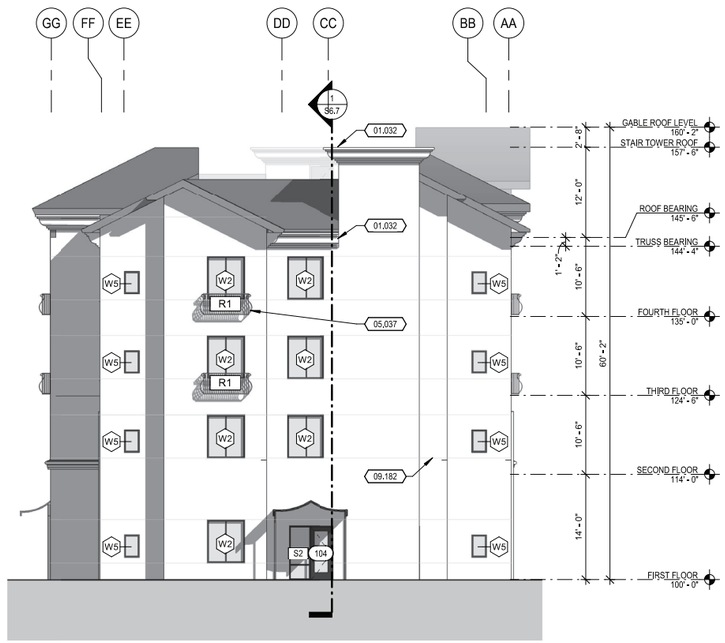
S1 - STUCCO - WESTERN 1-KOTE - CHINA WHITE (DRY-VIT COLOR CHART)

T1 - 4X4 CERAMIC TILE ACCENT - BLUE

EXHIBIT A8 - RESIDENCE INN EXTERIOR B&W ELEVATIONS

Residence INN BY MARRIOTT

PHOENIX CHANDLER/SOUTH



3 ADDITION SOUTH ELEVATION

3/32" = 1'-0"

4 ADDITION WEST ELEVATION

3/32" = 1'-0"

KEYNOTE LEGEND

01.032	DECORATIVE CORNICE. REFER TO A3 SERIES SHEETS FOR CORNICE DETAILS.
05.037	DECORATIVE JULIET BALCONY. REFER TO A3.7 AND SPECIFICATIONS FOR RAILING DETAILS.
09.182	STUCCO CONTROL JOINT AS REQUIRED BY MANUFACTURER STANDARDS.
10.017	BUILDING MOUNTED BUILDING SIGNAGE, OWNER FURNISHED CONTRACTOR INSTALLED. CONTRACTOR SHALL PROVIDE REQUIRED BLOCKING FOR SIGN ANCHORING. COORDINATE POWER REQUIREMENTS AND CIRCUITING WITH SIGN MANUFACTURER.

MATERIAL LEGEND

R1 - CONCRETE ROOF TILE - RED

R2 - RAILINGS @ BALCONIES - GLOSSY BLACK

S1 - STUCCO - WESTERN 1-KOTE - CHINA WHITE (DRY-VIT COLOR CHART)

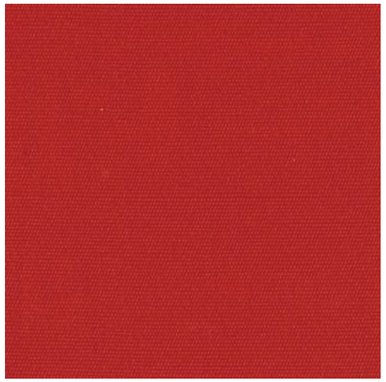
T1 - 4X4 CERAMIC TILE ACCENT - BLUE

EXHIBIT A8 - RESIDENCE INN EXTERIOR B&W ELEVATIONS

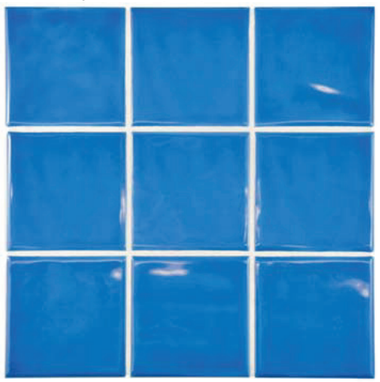
Residence INN BY MARRIOTT

PHOENIX CHANDLER/SOUTH

Field Stucco
Western 1-Kote
Dryvit #310 China White (S1)



Canvas Awning
Sunbrella Marine Grade
Cherry Red (A1)



Ceramic Tile Accent
Dal-Tile
Royal Blue (T1)

Concrete Roof Tile
Eagle Roofing Products
3125 Terracotta (R1)

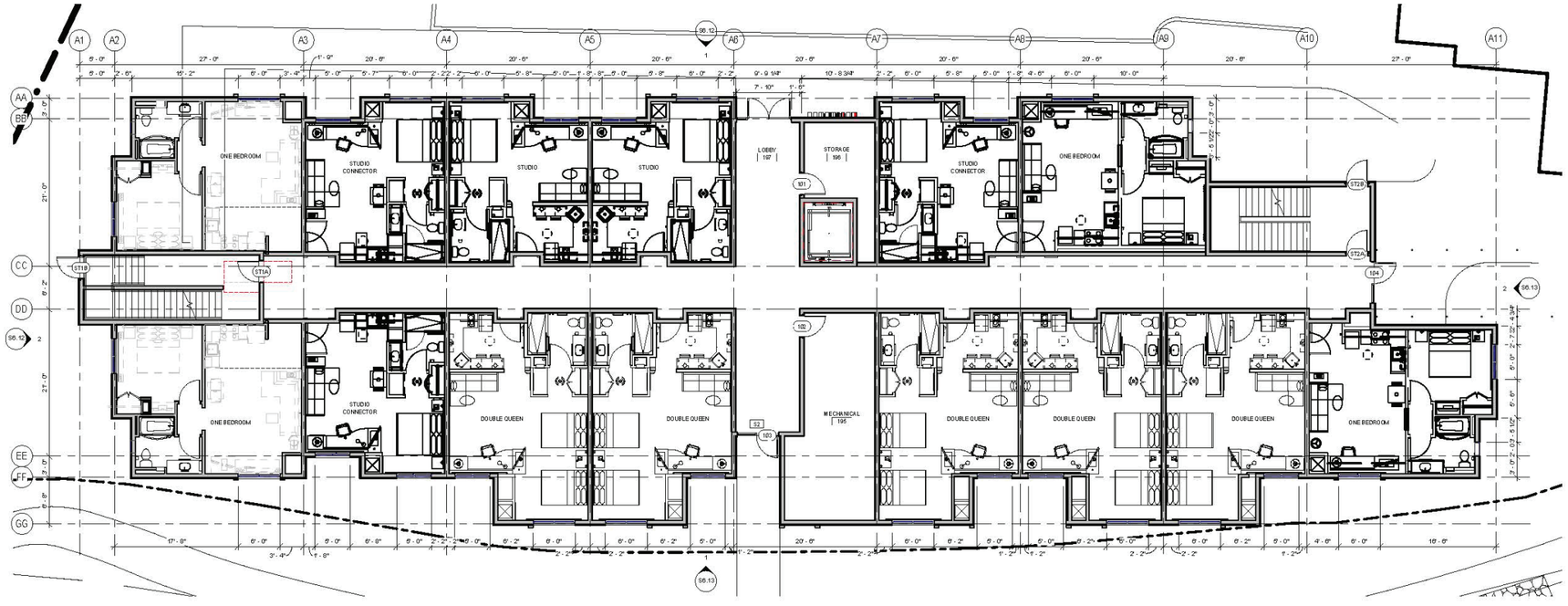
Decorative Metal Railings
Hooks and Lattice
Glossy Black (R2)

6’ HIGH CMU WALL WITH STUCCO FINISH BOTH SIDES PAINTED WHITE

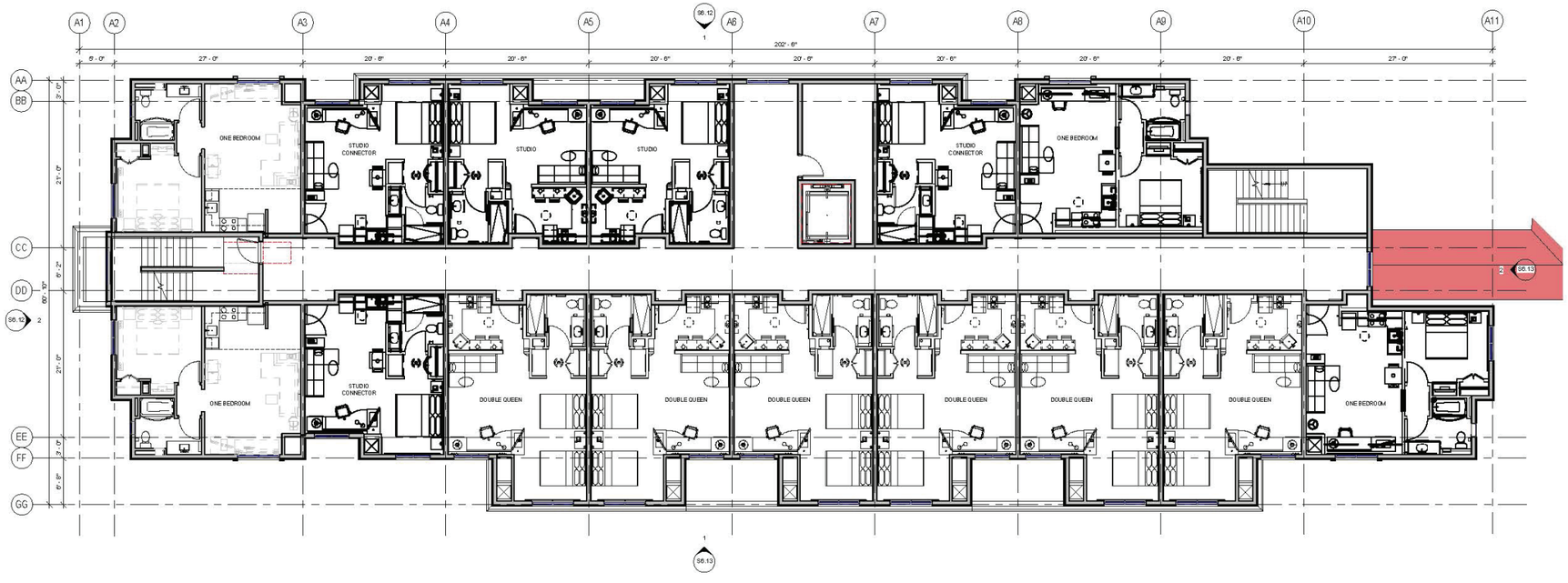
EXHIBIT A10 - DIVIDING WALL BETWEEN VALERIO & RESIDENCE INN

Residence INN BY MARRIOTT

PHOENIX CHANDLER/SOUTH



1 ADDITION FIRST FLOOR
1/8" = 1'-0"

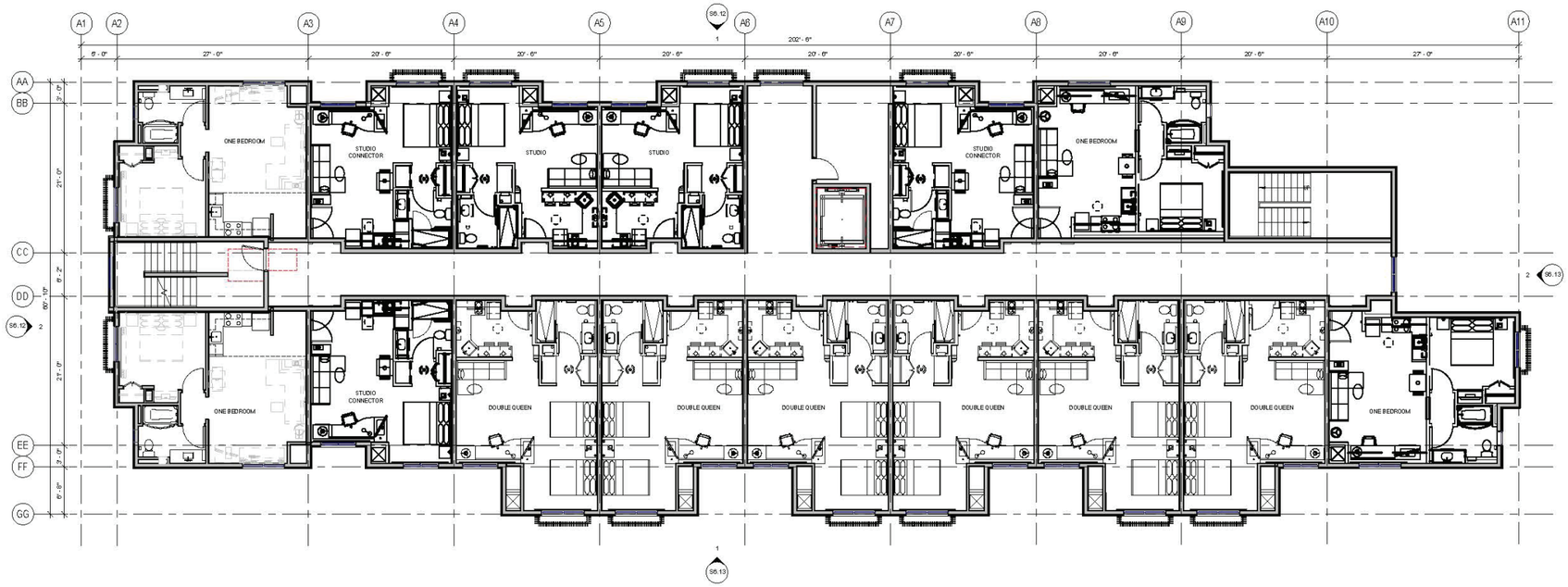


2 ADDITION SECOND FLOOR
1/8" = 1'-0"

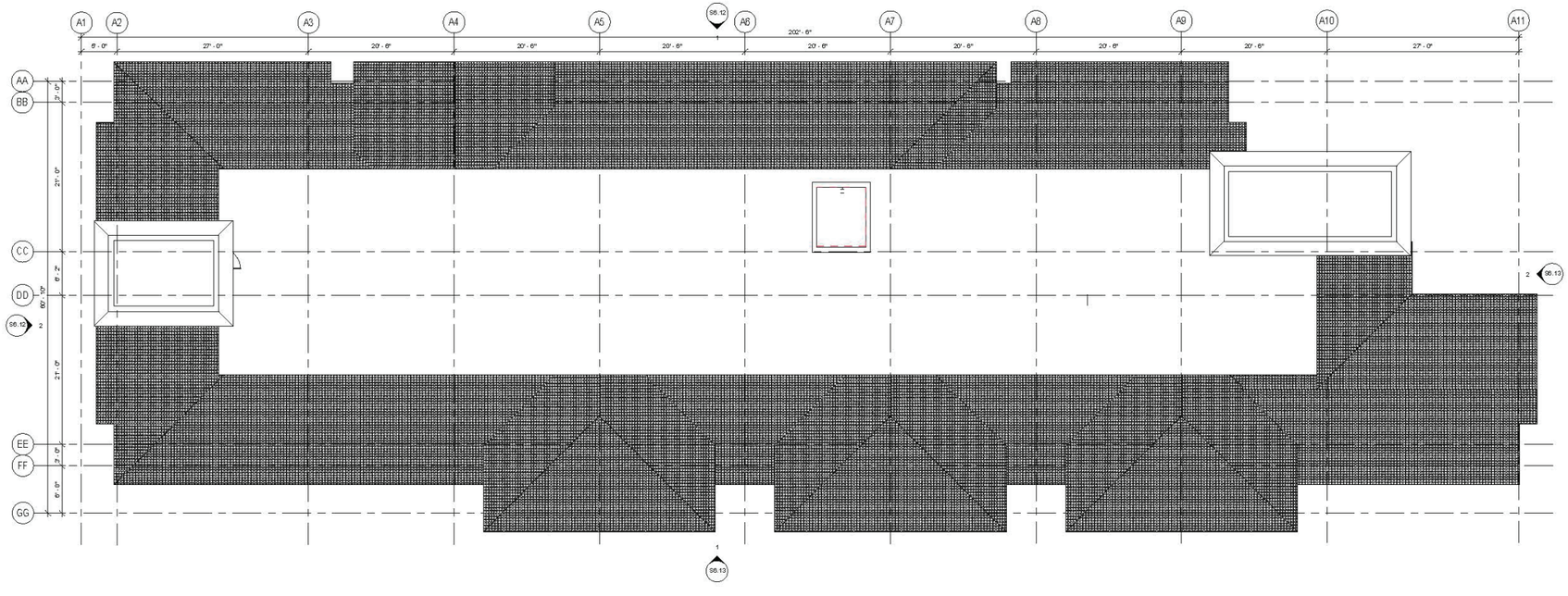
EXHIBIT A11 - RESIDENCE INN FLOOR PLANS - BUILDING ADDITION

Residence INN BY MARRIOTT

PHOENIX CHANDLER/SOUTH



1 ADDITION THIRD AND FOURTH FLOOR
1/8" = 1'-0"

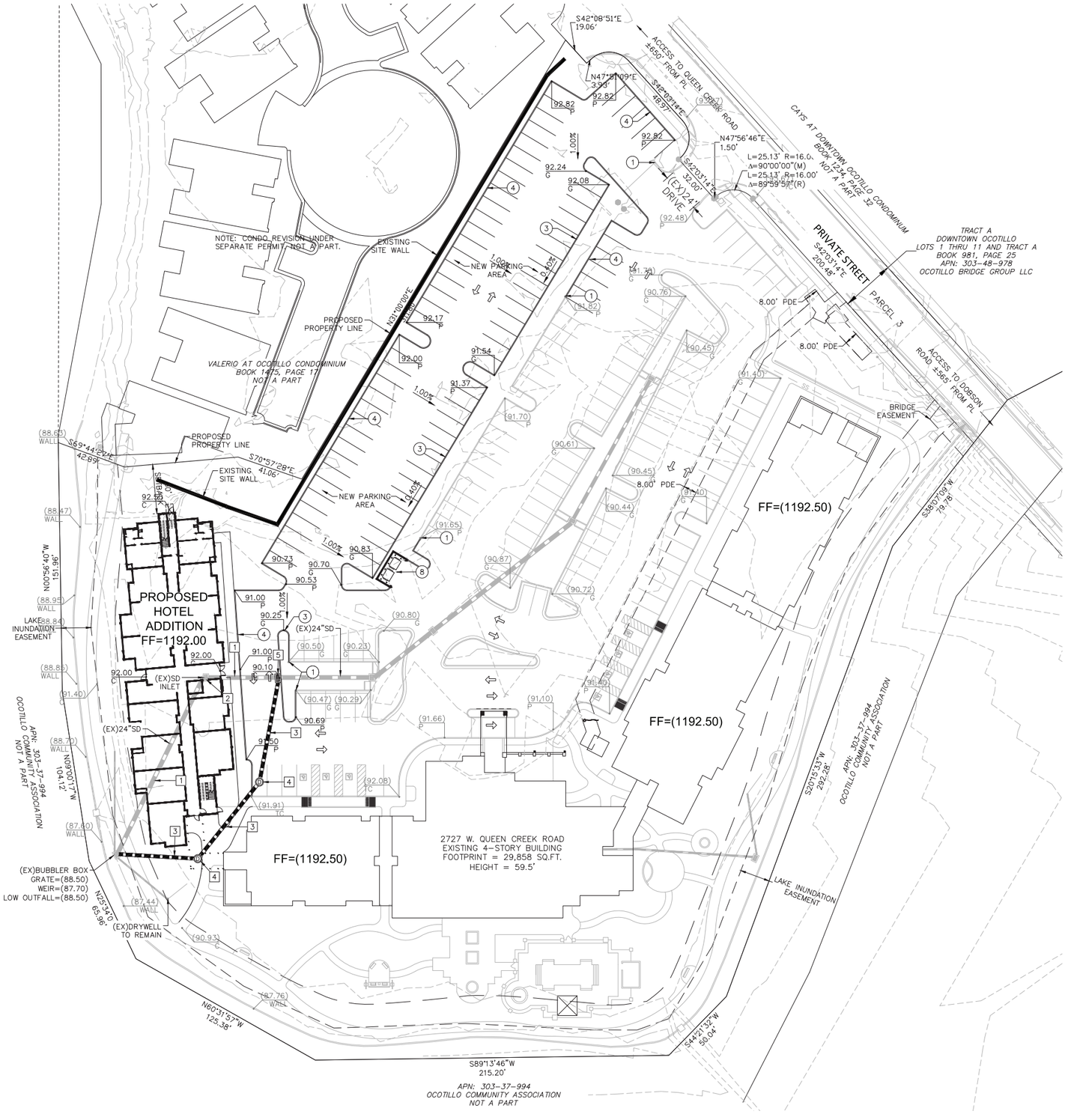


2 ADDITION ROOF PLAN
1/8" = 1'-0"

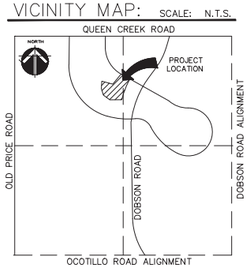
EXHIBIT A11 - RESIDENCE INN FLOOR PLANS - BUILDING ADDITION

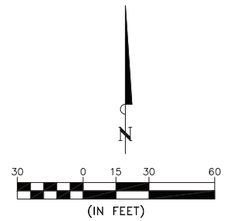
Residence INN BY MARRIOTT

PHOENIX CHANDLER/SOUTH



VICINITY MAP: SCALE: N.T.S.





(#) CONSTRUCTION NOTES

1. SAWCUT AND MATCH FLUSH WITH EXISTING.
2. INSTALL ASPHALT PAVEMENT.
3. INSTALL CONCRETE CURB AND GUTTER.
4. INSTALL CONCRETE VERTICAL CURB.
5. INSTALL CONCRETE SIDEWALK.
6. INSTALL SIDEWALK ACCESS RAMP.
7. INSTALL SITE WALL.
8. INSTALL TRASH ENCLOSURE.

[#] STORM DRAIN CONSTRUCTION NOTES

1. REMOVE EXISTING STORM DRAIN INLET.
2. REMOVE EXISTING STORM DRAIN.
3. INSTALL 24" HDPE STORM DRAIN.
4. INSTALL STORM DRAIN MANHOLE.
5. INSTALL DOUBLE GRATE CATCH BASIN

DRAINAGE STATEMENT

IN ACCORDANCE WITH THE DRAINAGE REPORT FOR DOWNTOWN OCOTILLO PARCEL 9, STORMWATER STORAGE IS PROVIDED IN THE EXISTING LAKE FOR THE DEVELOPMENT.

THIS PROJECT WILL RELOCATE EXISTING STORM DRAIN LOCATED WITHIN THE FOOTPRINT OF THE PROPOSED HOTEL ADDITION.

DRYWELLS ARE PROVIDED FOR DISSIPATION OF STORMWATER WITHIN STORM DRAIN AND DRAWDOWN OF THE LAKE AFTER A STORM EVENT. DRYWELLS WERE PROVIDED BASED ON A DESIGN INFILTRATION RATE OF 0.1 CFS. AS-BUILT RECORDS/TESTING INDICATE AN INFILTRATION RATE OF 0.3 CFS. AS SUCH, IT IS NOT ANTICIPATED THAT ADDITIONAL DRYWELLS WILL BE REQUIRED.

EXHIBIT A12 - RESIDENCE INN G&D PLAN

Residence INN BY MARRIOTT

PHOENIX CHANDLER/SOUTH

ITEM 10

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-06

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
Derek D. Horn, Development Services Director
From: Zachary Werdean, Associate Planner
Subject: PLH20-0049 1st Pet Veterinary Centers
Request: Amend the Planned Area Development (PAD) zoning by adding veterinary clinic as a permitted use to the Planned Commercial Office (PCO) uses currently allowed
Location: 1257 W. Warner Road (West of the southwest corner of Alma School and Warner Roads)
Applicant: BDA Architecture, LLC

Proposed Motion:

Move City Council adopt Ordinance No. 4959 approving PLH20-0049 1st Pet Veterinary Centers, Rezoning from Planned Area Development (PAD) to Planned Area Development Amended, adding veterinary clinic and like uses, located at 1257 W. Warner Road (West of the Southwest corner of Alma School and Warner Roads), subject to the conditions as recommended by the Planning and Zoning Commission.

Background Data:

- Site was rezoned from Neighborhood Commercial (C-1) to Planned Commercial Office (PCO) in 1980.
- Site was rezoned again from Planned Commercial Office (PCO) to Planned Area Development (PAD) for PCO uses along with Preliminary Development Plan (PDP) for signage in 2016 to allow more flexibility with signage.
- The applicant currently operates a veterinary clinic on the adjacent parcel and seeks to expand to the subject site.

Ordinance introduced and tentatively adopted on January 28, 2021.

Surrounding Land Use Data:

North	Warner Rd., Single-family Residential - College Park	South	Single-family residential - Comanche Court
East	Veterinary Clinic (1st Pet Veterinary Centers)	West	Single-family residential - Brooks Crossing

General Plan and Area Plan Designations:

	Existing	Proposed

General Plan	Neighborhoods	Neighborhoods

Proposed Development

Unit and Lot Size	Lot size: 1.23 acres Building A (existing): 5,349.5 Square feet Building B (existing): 5,359.5 Square feet
Parking Required	72
Parking Provided	75

Review and Recommendation

In 1980, The Warner Professional Center (subject site) was originally envisioned as a 6-acre office center. The site did not fully develop, leaving only the 1.23 acres it occupies today. In 1994, the adjacent 1.3 acre property to the east that was originally envisioned as an extension to the office center was rezoned from PCO to PAD for an Animal Hospital. Due to no construction after the approval, the property reverted back to PCO in 1995. The applicant returned in 1999 to rezone the adjacent 1.3 acre property to PAD for an Animal Hospital and subsequently developed a 7,500 square foot building. The remainder of the undeveloped office center to the south was rezoned for 12 single family residential lots in June of 1997, now known as Comanche Court neighborhood.

Today, 1st Pet Veterinary Centers, the adjacent business on the 1.3 acre property with the 7,500 square foot animal hospital, is looking to expand its veterinary clinic. The subject property is currently zoned PAD for PCO uses, which does not allow a veterinary clinic by right. Staff finds a veterinary clinic to be compatible with the PCO uses and the veterinary clinic it is adjacent to. The site meets the parking standards for a veterinary clinic. Although the veterinary clinic currently only plans on using building “A”, the full site would be able to support a veterinary clinic if it chooses to use building “B” in the future. The site is able to do so by providing 75 parking spots while both buildings together parked at 150 square feet per parking space require only 72 parking spaces. For this reason, staff supports expanding the allowed uses to include veterinary clinics as well as medical and dental offices and similar uses that require the same amount of parking. All equipment, storage of animals and services will be required to be wholly contained within the building. Any outdoor animal uses will require an additional use permit approval from City Council.

Planning staff finds the proposal to be consistent with the goals of the General Plan, and Planning and Zoning Commission recommends approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Land Use and Zoning Code.
- Due to COVID-19, the applicant hosted the required neighborhood meeting online as a video/phone conference on November 23, 2020 at 6:00pm.
- There were two participants at the neighborhood meeting. Both participants who live adjacent to the site indicated concerns regarding traffic noise, security lights being visible from the house, and the landscaping that was no longer there which led to the noise being more noticeable. In response, the veterinary clinic is looking into a solution for the light issue and landscaping. Another concern was parking on Comanche Drive. The clinic is hopeful that expanding the current veterinary facility general practice function to the new proposed location will help alleviate parking on Comanche Drive. The final concern was the location of the smoking area being near the adjoining wall of the properties and residents asked if it could be moved. Staff added conditions 2 - 5 to ensure missing landscaping is installed, exterior light sources are not visible, and the smoking area is moved away from residential properties. The applicant is in agreement with all of the conditions.

- At this time, staff has not received any further questions or complaints regarding the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting January 6, 2021.
Motion to Approve.

In Favor: 6 Opposed: 0 Absent: 1 (Heumann)

Recommended Conditions of Approval

Planning staff finds the request is in compliance with the General Plan and the Planning & Zoning Commission recommends approval of Rezoning from PAD to PAD Amended to allow PCO and Veterinary Clinic uses, subject to the following conditions:

1. The following uses shall be permitted: uses permitted in the Planned Commercial Office District, Veterinary Clinic, medical offices, dental offices and like uses.
2. Landscaping shall be in compliance with current Commercial Design Standards.
3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
4. All exterior light sources shall be averted away from adjacent residential properties.
5. The designated outdoor smoking area shall be setback a minimum of fifty (50) feet from adjacent residential properties.
6. Compliance with original conditions adopted by the City Council as Ordinance No. 4723 in case DVR16-0021, except as modified by condition herein.

Attachments

Ordinance 4959 with Exhibit A
Vicinity Maps
Narrative
Site Plan
Ordinance No. 4723

ORDINANCE NO. 4959

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM PLANNED AREA DEVELOPMENT (PAD) FOR PLANNED COMMERCIAL OFFICE (PCO) TO PLANNED AREA DEVELOPMENT (PAD) AMENDED IN CASE PLH20-0049 (1ST PET VETERINARY CENTERS) LOCATED WEST OF THE SOUTHWEST CORNER OF ALMA SCHOOL AND WARNER ROADS, WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, an application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days' notice of time, place, and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to the public hearing; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from Planned Area Development (PAD) to Planned Area Development (PAD) Amended, subject to the following conditions:

1. The following uses shall be permitted: uses permitted in the Planned Commercial Office District, veterinary clinic, medical offices, dental offices, and like uses.

2. Landscaping shall be in compliance with current Commercial Design Standards.

3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

4. All exterior light sources shall be averted away from adjacent residential properties.

5. The designated outdoor smoking area shall be setback a minimum of fifty (50) feet from adjacent residential properties.

6. Compliance with original conditions adopted by the City Council as Ordinance No. 4723 in case DVR16-0021, except as modified by condition herein.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this 28th day of January, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 11th day of February, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4959 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2020, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

EXHIBIT "A"

LEGAL DESCRIPTION

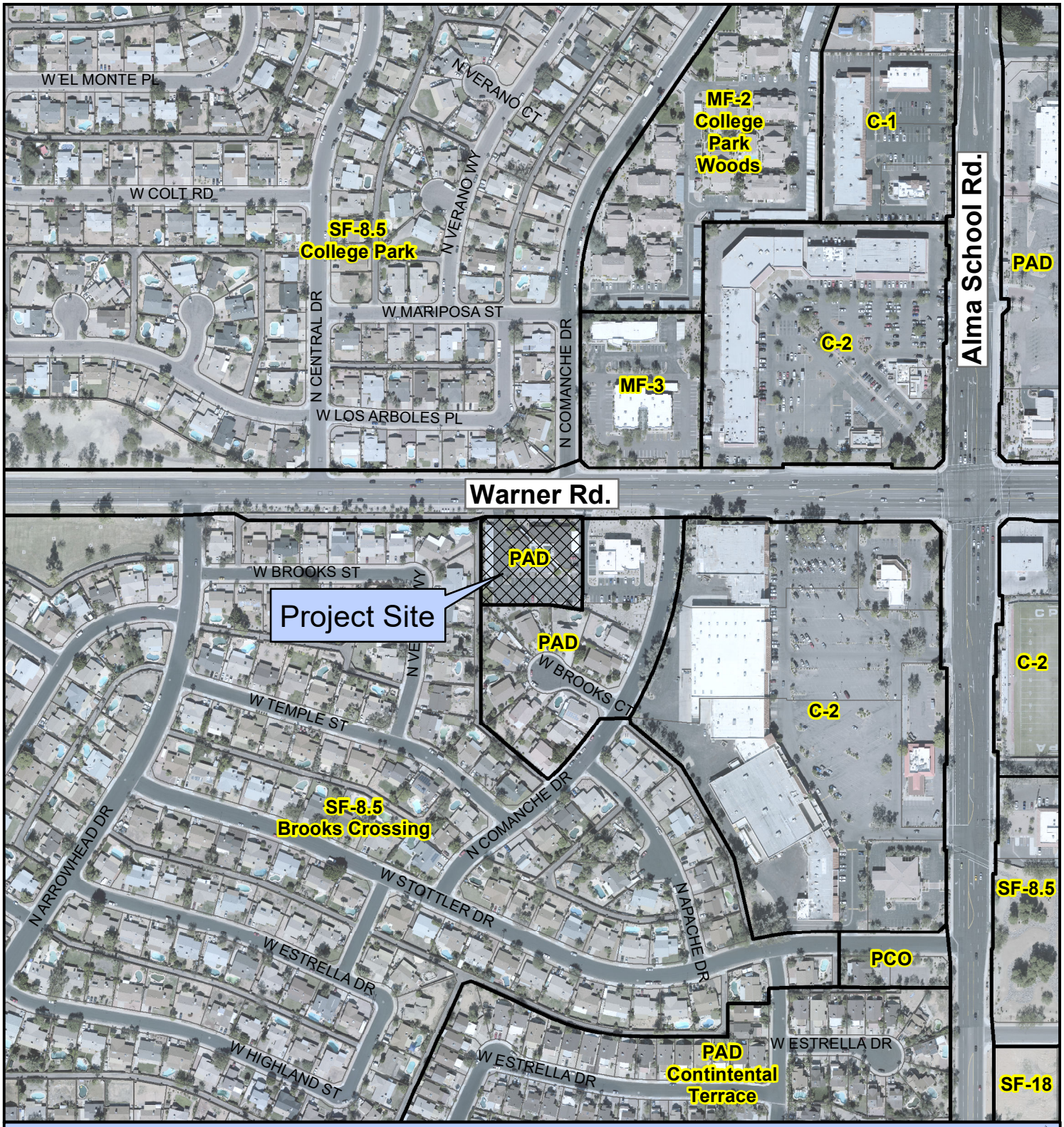
PARCEL NO. 1:

Lot 1, COMANCHE COURT, according to Book 483 of Maps, Page 17, records of Maricopa County, Arizona.

PARCEL NO. 2:

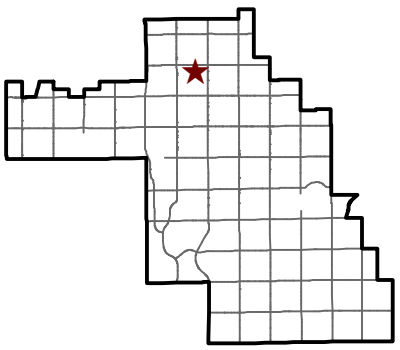
An easement for accessway for ingress and egress, emergency and service type vehicles, and public utilities over that portion of Lot 2 shown on plat of RINI OFFICE COMPLEX, recorded in Book 272 of Maps, Page 21.

Unofficial Document



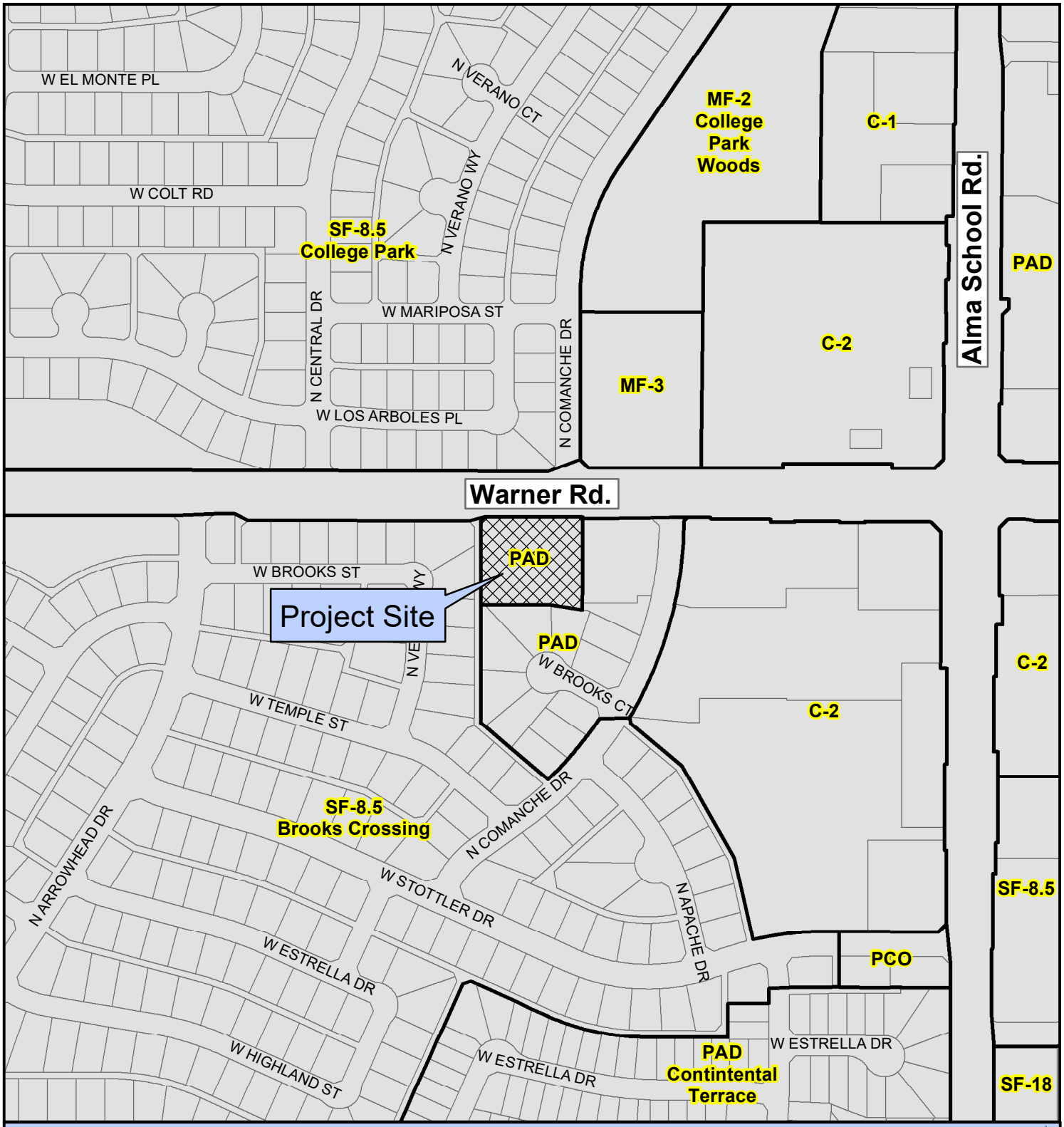
PLH20-0049 1st Pet Veterinary Services

Project Details
1257 W. Warner Rd.
Request to amend PAD zoning
to allow PCO and veterinary uses



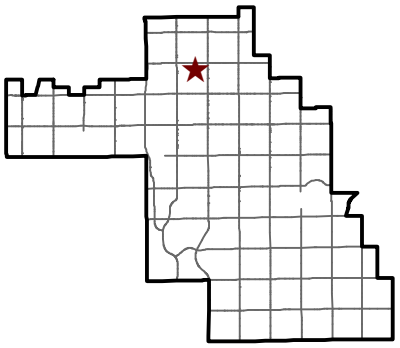
CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH20-0049 1st Pet Veterinary Services

Project Details
1257 W. Warner Rd.
Request to amend PAD zoning
to allow PCO and veterinary uses



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

September 17, 2020

Development Services Department
Planning Division
215 E. Buffalo St.
Chandler, AZ 85225

Re: 1257 W. Warner Road Rezoning - Narrative

To Whom it may concern,

Our client is requesting a zoning change from PAD for PCO uses to PAD for PCO and Veterinary Clinic uses. The property is 1.23 acres and contains 2 buildings connected by covered walkways. The site is fully landscaped with a variety of trees and shrubs. There are 75 parking spaces (24 covered) on the site Each building is 5,349.5 square feet for a total building area of 10,791 square feet. The current buildings materials consist of fluted concrete masonry block and stucco with a standing seam metal roof. Both Building "A" and Building "B" are occupied by office space. Building "B" will remain office space and there will be no changes to the existing hours of operation or number of employees. Building "A" will change from an office space to a veterinary clinic. The hours of operation for the new veterinary clinic will be Monday through Sunday from 8:00am until 9:00pm. The veterinary clinic will employ 45 people, although there will no more than 15 employees working at one time. There will be approximately 13 veterinary clients in the building at one time. The requested zoning change will be for the entire site including both building A and building B. Please don't hesitate to contact me if any additional information is needed.

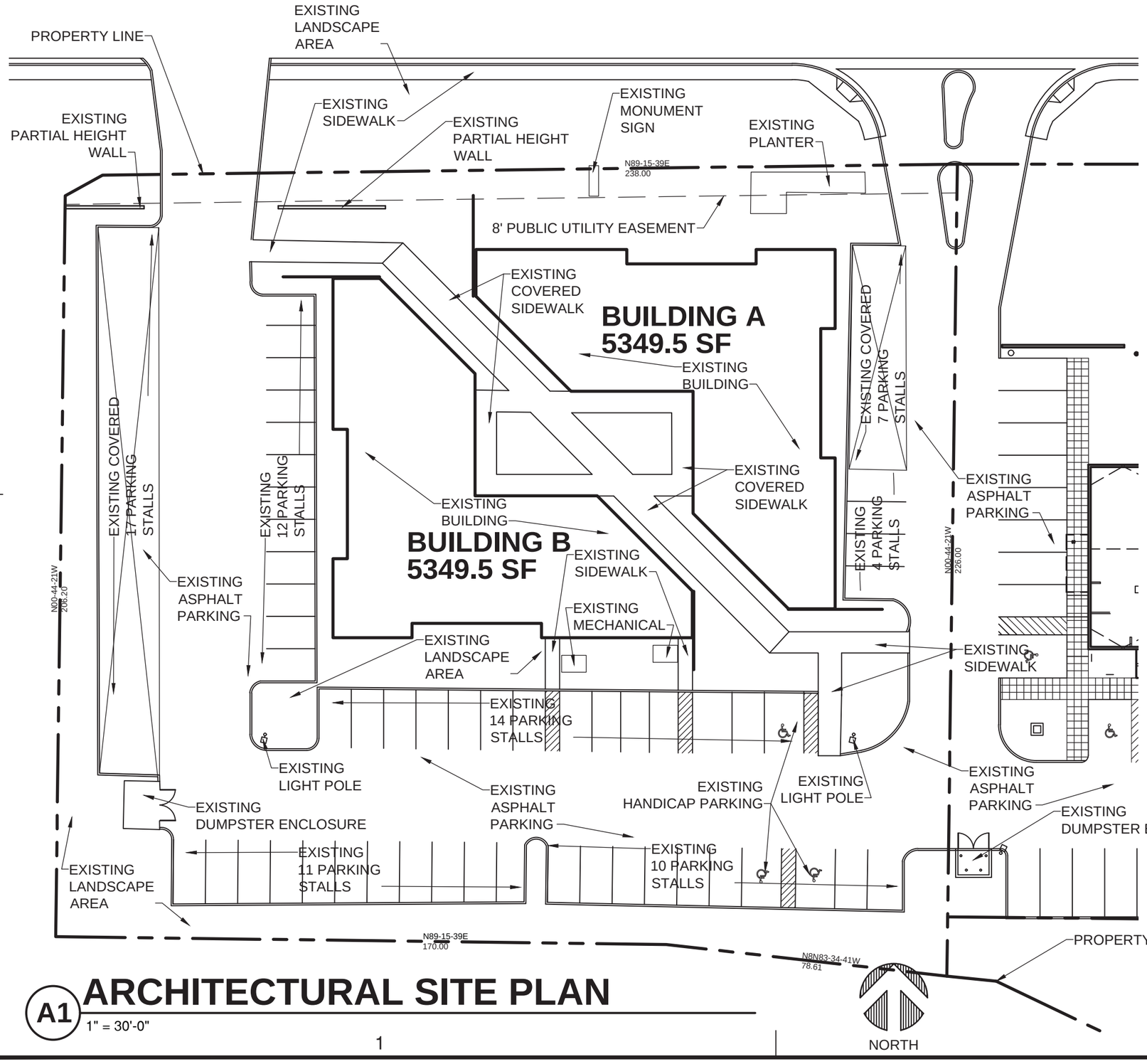
Sincerely,

Colin Campbell
Project Manager

BDA Architecture, P.C.
Building Design for Animals, LLC
901 Lamberton Pl NE
Albuquerque, NM 87107

(505) 858-0180
(505) 585-0111 Fax
info@bdaarc.com

W. WARNER RD



A1 ARCHITECTURAL SITE PLAN

1" = 30'-0"

BUILDING INFORMATION:

BUILDING ADDRESS:

1257 W. WARNER RD. BUILDING A
CHANDLER, AS, 85224

LEGAL DESCRIPTION:

LOT 1, COMANCHE COURT, ACCORDING TO BOOK 483 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, AZ

APN #

302-97-736

CURRENT ZONING:

PAD FOR PCO USES.

BDA Architecture, P.C.
Building Design for Animals, LLC
901 Lamberton Pl. NE
Email: info@bdapc.com
Albuquerque, NM 87107
Fax: (505) 858-0111
Phone: (505) 858-0180

1ST PET VETERINARY CENTER

1257 WARNER RD. BUILDING A
CHANDLER, AZ 85224

DR. RANDY SPENCER, DVM

Copyright, 2020, BDA ARCHITECTURE PC.

ARCHITECTURAL SITE PLAN

REV#	DATE	COMMENTS
REVISION: -	-	-
REVISION: -	-	-
REVISION: -	-	-
REVISION: -	-	-

REVIEWS

INITIALS	
-	BDA DESIGN REV.
-	BDA TECH. REV.
-	CMP TECH. REV.

SPENCER
PROJECT NO.: 2017
DRAWN: JC
DATE: 09/18/20

AS101

OF

Drawing Name: G:\Archive\2020\201 - Spencer\BDA\DWGS\Concept\201 - Site.dwg

ORDINANCE NO. 4723

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM PLANNED COMMERCIAL OFFICE (PCO) DISTRICT TO PLANNED AREA DEVELOPMENT (PAD) FOR PCO USES IN CASE DVR16-0021 WARNER PROFESSIONAL CENTER LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA.

WHEREAS, application for rezoning involving certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days notice of time, place and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to said public hearing; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

SECTION I. Legal Description of Property:

PARCEL NO. 1: Lot 1, Comanche Court, according to Book 483 of Maps, Page 17, records of Maricopa County, Arizona.

PARCEL NO. 2: An easement for accessway for ingress and egress, emergency and service type vehicles, and public utilities over that portion of Lot 2 shown on plat of RINI OFFICE COMPLEX, recorded in Book 272 of Maps, Page 21.

Said parcel is hereby rezoned from Planned Commercial Office (PCO) District to Planned Area Development (PAD) for PCO uses, subject to the following conditions:

1. Development shall be in substantial conformance with the exhibits as represented by the applicant in case DVR16-0021 WARNER PROFESSIONAL CENTER, except as modified by conditions herein.

2. Permitted land uses shall be consistent with the Planned Commercial Office (PCO) District.

SECTION II. Except where provided, nothing contained herein shall be construed to be an abridgment of any other ordinance of the City of Chandler.

SECTION III. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this 10th day of November 2016.

ATTEST:

CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this 5th day of December 2016.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4723 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 5th day of December 2016, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED in the Arizona Republic on December 23, and 30, 2016.

ITEM 11

City Council Memorandum **Management Services** **Memo No.** 21-039

Date: February 8, 2021

To: Mayor and Council

Thru: Marsha Reed, City Manager
Dawn Lang, Management Services Director

From: Danielle Wells, Revenue and Tax Manager

Subject: New License Series 10, Beer and Wine Store Liquor License application for Kevin Arnold Kramber, Agent, Tawa Inc., dba 99 Ranch Market #53

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 130676, a Series 10, Beer and Wine Store, for Kevin Arnold Kramber, Agent, Tawa Inc., dba 99 Ranch Market #53, located at 1920 W. Chandler Boulevard, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 300317 L10

Discussion:

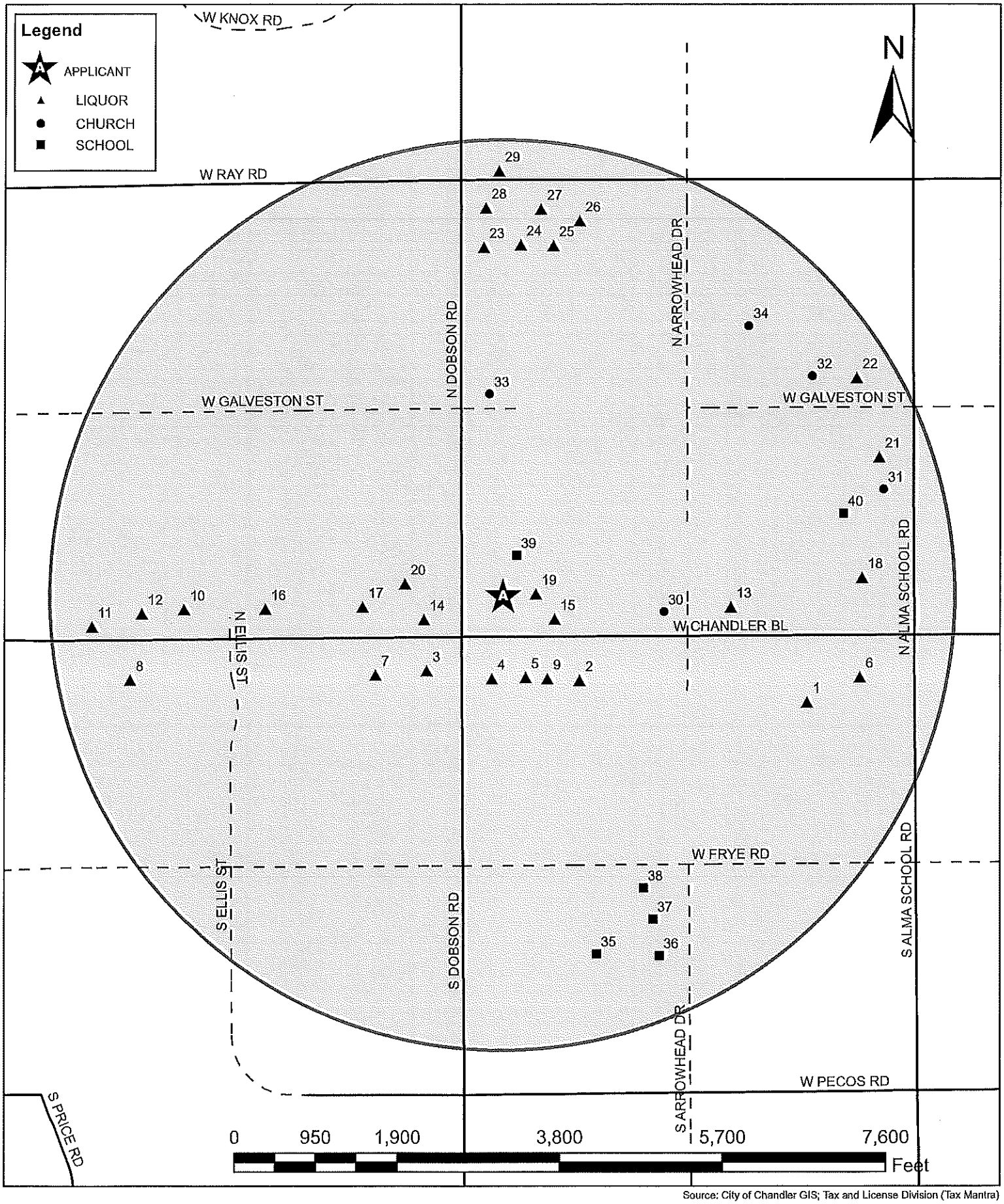
This application for a liquor license was posted for hearing on February 11, 2021.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 10, Beer and Wine Store Liquor License, the business may sell beer and wine only for off-premise consumption.

Attachments

A-Map

B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Liquor License Map - 1920 W. Chandler Boulevard

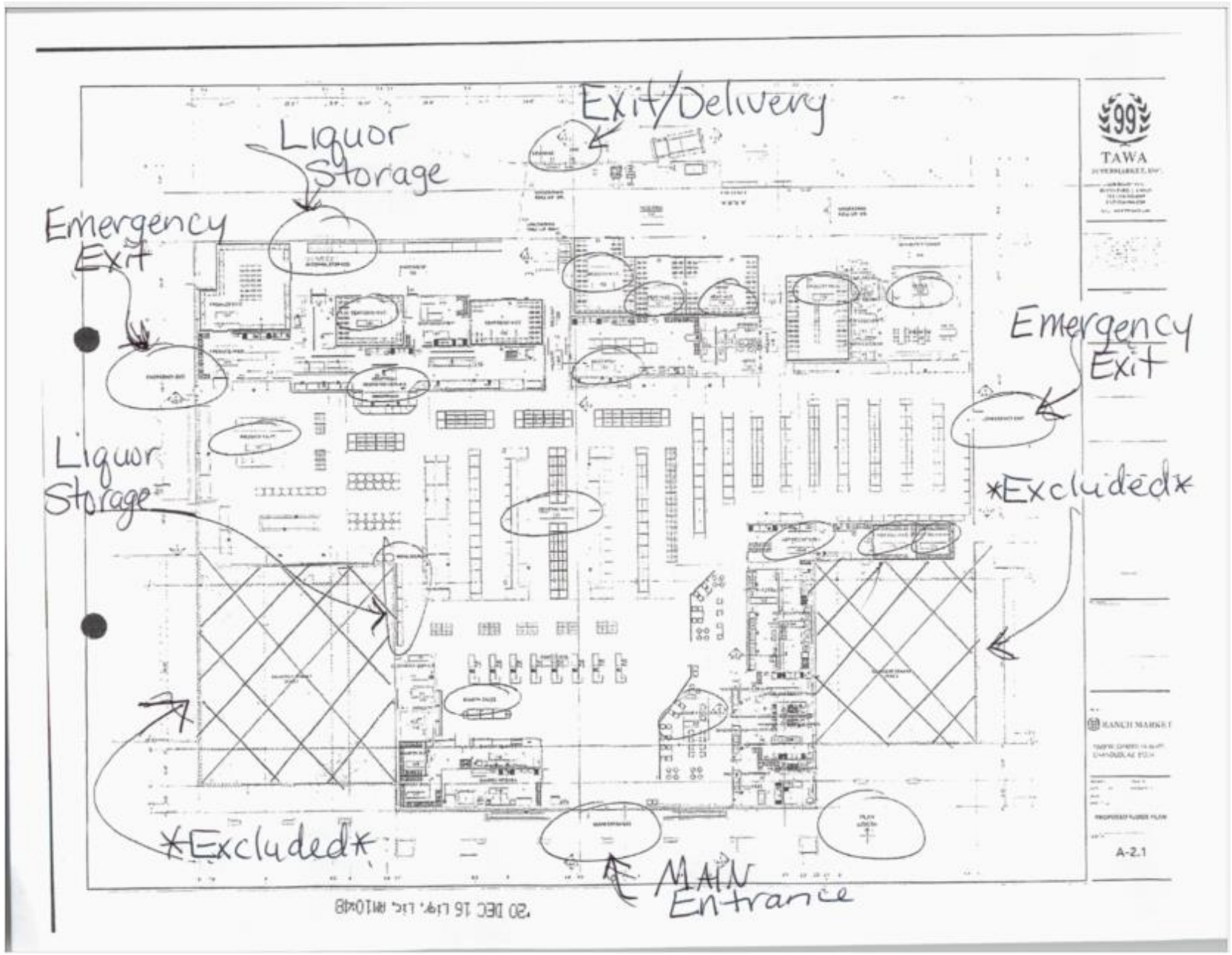
Chandler + Arizona

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additonal information

A 99 Ranch Market #53
1 Safeway Inc #1604
2 Elks Lodge #2429
3 Cvs/Pharmacy #9283
4 Circle K Store #9162
5 Walgreen Arizona Drug Co
6 Gilligan'S Arco Am/Pm
7 La Hacienda Family Mexican Restaurant
8 Full Circle Auto Wash
9 Pizza Hut #35875
10 Juan Jaimes Tacos And Tequila
11 Black Angus Steakhouse
12 Cheddars Casual Cafe
13 Circle K Corp 2854
14 Thai Rama Chandler LLC
15 The Hungry Monk
16 Nypd Pizza
17 American Legion #35
18 Sunny'S Breakfast & Lunch
19 Peter Piper Pizza #1216
20 Maskadores Taco Shop #15
21 Floridino'S Pizza & Pasta
22 Si Senor Restaurant
23 Sprouts Farmers Market #1
24 Nate'S Third Base Restaurant
25 Valle Luna Mexican Food & Cantina
26 Pita Jungle-Chandler Inc
27 Sushi & Cocktails
28 Chevron
29 Fry'S Food & Drug #51
30 Christ Communinty Church
31 Church of Christ
32 Chandler Seventh Day Adventist Church
33 LDS Church
34 LDS Church
35 School Central Kitchen
36 Conley Elementary School
37 Cusd District Offices
38 Cusd District Offices
39 Bright Beginnings School
40 Arizona College Prep - Erie Campus

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not


Exit/Delivery
Liquor Storage
Emergency Exit
Emergency Exit
Liquor Storage
Excluded
Excluded
MAIN Entrance
99
TAWA
RANCH MARKET
A-2.1

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-056

Date: February 8, 2021

To: Mayor and Council

Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Gina Ishida-Raybourn, Utilities Engineering Manager

Subject: Professional Services Agreement No. WW1901.202, with Wilson Engineers, LLC, for the Airport Water Reclamation Facility Membrane Pre-Design Services, in an Amount Not to Exceed $198,560

Proposed Motion:

Move City Council award Professional Services Agreement No. WW1901.202 to Wilson Engineers, LLC, for the Airport Water Reclamation Facility Membrane Pre-Design Services, in an amount not to exceed $198,560.

Background/Discussion:

The City receives and treats wastewater from over 260,000 residents. Wastewater is treated to produce A+ quality reclaimed water, which is delivered through the City's reclaimed water distribution system for several beneficial uses including irrigation of golf courses, parks, and neighborhood common areas, industrial cooling water supply and recharge of the aquifer for gaining groundwater storage credits. As demand for reclaimed water increases, staff has been considering alternatives to supplement the reclaimed water supply. A feasibility study was recently completed to evaluate a concept to utilize the Salt River Project (SRP) canal adjacent to the Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road, to deliver a small volume of Chandler's Salt River and Colorado River water supplies to a new treatment facility located at the AWRF site to supplement current reclaimed water supplies. This added supply will meet growing demands, allow for annual storage and recovery of SRP water, increase underground recharge, and enhance the wildlife habitats at Veterans Oasis Park. Using advanced membrane treatment technology, this new process could treat up to 7 million gallons per day. The system would be designed and constructed at the AWRF and utilize the existing reclaimed water infrastructure for distribution.

The project scope of work consists of evaluating water quality parameters and permitting assistance for the design of the advanced membrane treatment system to be used as part of this process. The contract completion time is 210 calendar days following Notice to Proceed. Additional contracts associated with this project for the remainder of the design, construction, and construction management will be brought forward at future City Council meetings.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. Staff recommends approval of this agreement with Wilson Engineers, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

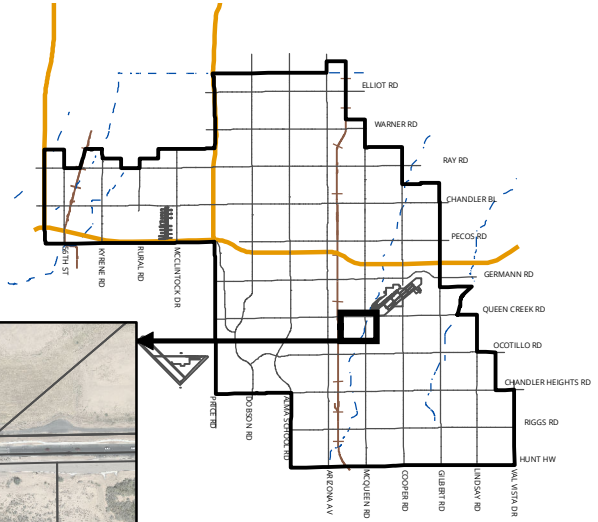
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
610.3910.6817.6WW189	Reclaimed Water Reserve Fund	Effluent Reuse Storage & Recovery W	$198,560.00	Y

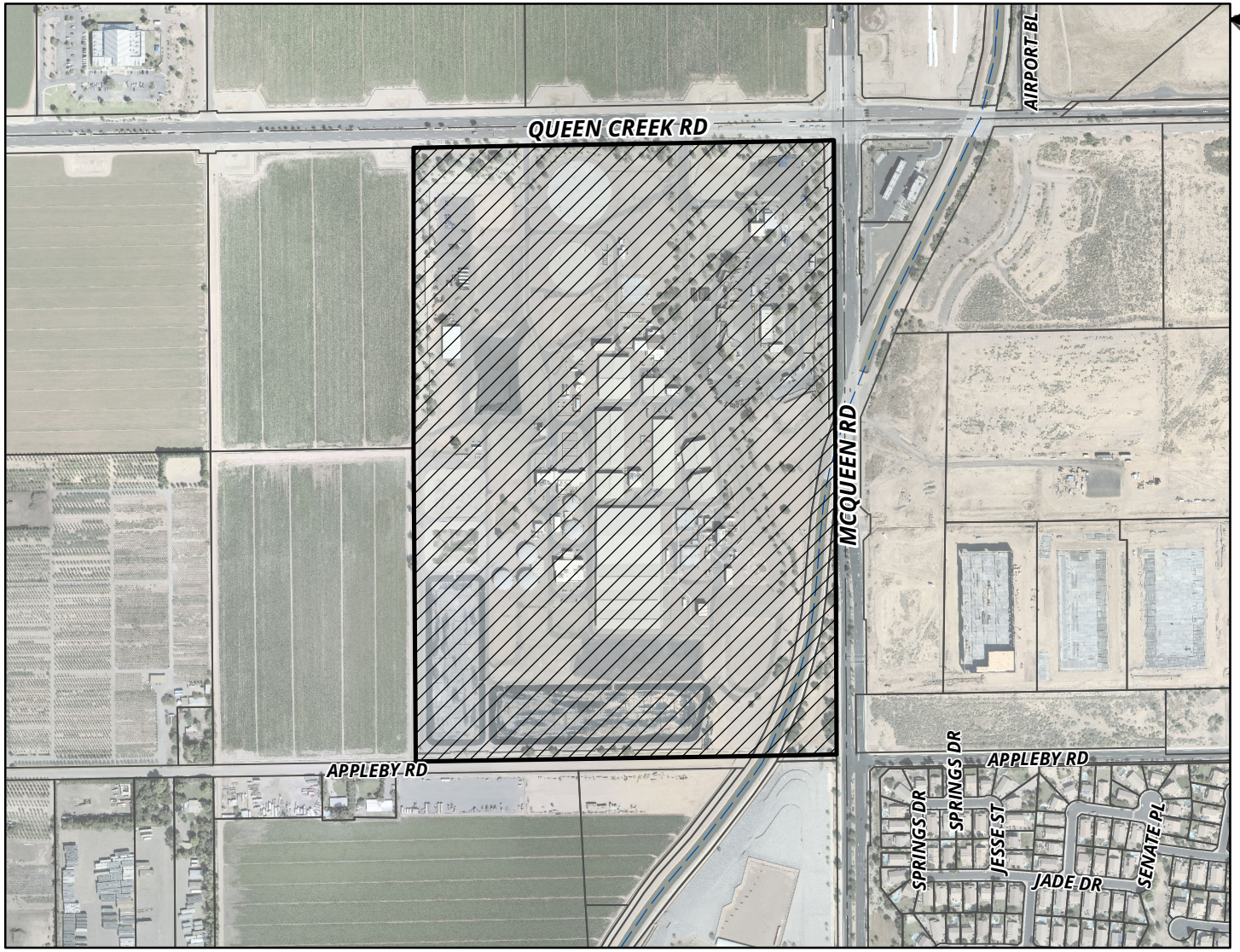
Attachments

Location Map
Agreement

CHANDLER arizona

AIRPORT WATER RECLAMATION FACILITY MEMBRANE PROJECT NO. WW1901.202





MEMO NO. CP21-056

PROJECT SITE

NTS

ChanGIS

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CHANDLER arizona
Community of Innovation

PROFESSIONAL SERVICES AGREEMENT
Design Services
AIRPORT WATER RECLAMATION FACILITY MEMBRANE PRE-DESIGN

Project No. WW1901.202

Council Date: February 11, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2020 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Wilson Engineers, LLC**, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Select Agreement Type for **AIRPORT WATER RECLAMATION FACILITY MEMBRANE PRE-DESIGN** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **210** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$198,560** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008

With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Mr. Uday Gandhe Wilson Engineers, LLC 1620 W. Fountainhead Pkwy., Ste. 501 Tempe, AZ 85282

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement. City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without

written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its

agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their

compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information

as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that

data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and

exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this

Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

MAYOR

Recommended By:

Andrew Goh, P.E.
Capital Projects Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
Wilson Engineers, LLC

11/17/2020
Signature Date

Uday Kumar Gaudhe
Print Name

Principal
Title

Uday.gaudhe@wilson-engineers.com
Email

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

WILSON ENGINEERS

EXHIBIT A – SCOPE OF SERVICES

CITY PROJECT NUMBER: WW 1901.202

November 09, 2020

TASK 1.0 - PROJECT MANAGEMENT

The ENGINEER will perform various project management and monitoring activities throughout the project, as delineated in the following tasks and sub-tasks. The ENGINEER shall prepare and submit regular monthly invoices and shall include a summary of the work completed for each billing cycle. The ENGINEER shall prepare authorization for Use of Allowance and obtain CITY's approval prior to beginning of any allowance work.

Prepare and distribute agenda and minutes for each meeting. Agenda will be submitted to the CITY at least two (2) days prior to the meeting. Minutes will be submitted to the CITY no more than five (5) days following each meeting.

Task 1.1 - Project Kickoff Meeting: Conduct a project kickoff meeting approximately two (2) weeks following the NTP from the CITY. Meeting objectives will be to review the various draft submittals (including the project schedule and Project milestones); and coordinate the schedule of bi-weekly project meetings anticipated throughout the Project.

Task 1.2 - Project Meetings: Conduct project meetings with CITY representatives throughout the Project to keep the CITY informed of the project progress and obtain input and direction as required. The meeting objectives will include the presentation of membrane system related items for CITY review and approval and other outstanding project issues. It is anticipated that approximately two progress meetings will be held for this scope of work.

Task 1.3 - Project Workshop: Conduct one coordination workshop with CITY and other project stakeholders as necessary to obtain input and feedback for the Membrane System alternatives and procurement. This workshop will be conducted to finalize the details of the system design, scope of supply and discuss lead times for membrane procurement and membrane ancillary elements design.

Deliverables: Meeting Agenda and Summary Notes (electronic copies)

PRELIMINARY DESIGN

Preliminary Design Report: Preliminary Design or Preliminary Design Report is not included in the scope of work and is expected to be included in a separate scope of work.

TASK 2.0 - DETAILED DESIGN

Thirty Percent (30%) Progress Submittal

Thirty percent detail design submittal for the Canal WTP is not included as part of this scope of work. This scope is anticipated to be included in a separate package.

Task 3.1 – Draft Membrane Procurement Package Submittal

The ENGINEER shall prepare and submit preliminary drawings and specifications for membrane systems package that will be used to procure membranes and ancillary systems. This package will include design of disciplines that are coordinated and have progressed where the design intent is established and show the work in sufficient detail that a contractor and the membrane vendor can recognize elements and requirements and provide firm pricing that will be used for the project. The preliminary set of drawings shall include a cover sheet and an index sheet, some Mechanical, Electrical and Instrumentation Drawings in sufficient detail for this purpose. It is anticipated that the membrane system and related ancillary facilities detailed design will be to a 60% level of design. No other drawings will be prepared or included in the procurement package that are not related to the membranes system or ancillaries. The procurement package will include specifications and information for the membrane procurement package specifications will be close to 90% completion level. Specifications for the rest of the project will not be prepared or included with this package.

The ENGINEER shall include process control narratives for the membrane and ancillary facilities for the Canal WTP and shall be included in the procurement package.

Sixty Percent (60%) Progress Submittal

Sixty percent detail design submittal for the Canal WTP is not included as part of this scope of work. This scope is anticipated to be included in a separate package.

Ninety Percent (90%) Progress Submittal (Agency Review Set)

Ninety percent detail design submittal is not included as part of this scope of work. This scope is anticipated to be included in a separate package.

Task 3.2 - Final Procurement Package Submittal

After receiving comments from the City, the CMAR Contractor and the Membrane vendor, the ENGINEER will revise and update the procurement package to address comments. The ENGINEER will work with the City and the CMAR contractor to create a package that will include all documents necessary (including Division 1 documents) to finalize and submit the package for final pricing.

Maintenance of Plant Operations (MOPO)

MOPO discussions or planning is not included in this scope of work and is anticipated to be included in a separate package.

PERMITTING

Permitting or permitting assistance is not included in this scope of work and is anticipated to be included in a separate package.

TASK 3.0 - CMAR COORDINATION

The City intends to utilize the current CMAR contractor for WRF Improvements Project for completing the construction of this project. As the first phase of this project, the membrane evaluation and procurement will occur through the CMAR. This project will incorporate a contractor's perspective and input to the membrane procurement planning and related design decisions and discuss selection of certain components for construction prior to full completion of design.

The Engineer's effort to coordinate additional design elements with the CM at Risk will consist of:

- Solicit CM at Risk input during design development as appropriate;
- Provide information for cost estimating;
- Provide assistance with long-lead procurement activities;
- Assist and review during GMP development;
- Assist City with review of the supplier bid process.

In addition to coordination with the CMAR, the ENGINEER will coordinate as necessary with the third party cost consultant and provide them with the project submittals to facilitate their review of CMAR's GMP.

TASK 4.0 - OTHER DIRECT COSTS

Structural Engineering Services: The ENGINEER will provide preliminary structural engineering services including any preliminary structural drawings/information necessary as required to support the membrane procurement package services for Canal WTP.

END OF SCOPE OF WORK

EXHIBIT "B"
COMPENSATION AND FEES

WILSON ENGINEERS

EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION			SUBTOTAL
1. Project Management			**$ 11,800.00**
	Project Kickoff Meeting	*$ 2,080.00*	
	Project Meetings	*$ 5,440.00*	
	Project Workshops	*$ 4,280.00*	
2. Detailed Design Development			**$ 159,240.00**
	Draft Membrane Procurement Package	*$ 118,340.00*	
	Final Membrane Procurement Package	*$ 40,900.00*	
3. Project Delivery Method Assistance			**$ 17,520.00**
	Coordination with CMAR	*$ 17,520.00*	
4. Other Direct Costs			**$ 10,000.00**
	Structural Engineering Services	*$ 10,000.00*	
	TOTAL COST:		**$ 198,560.00**

WILSON ENGINEERS

EXHIBIT "B-2"
Hours and Rates

	Principal	Sr. PM	Sr. PM (E/I&C)	Sr. Engr.	Project Engineer / Prof	Lead EI&C	CADD Technicians	Senior Admin	< PROJECT ROLE
	Uday Gandhe	*Sreeram Rengaraj*	*Mike C., Joe S.*	*Damien T., Sri Y.*	*Sean Z., Harsh A., Kiliegh P., Alex G., Abhinay S., Phani P.*	*John S.*	*Kam C., Julius C.*	*Dawn A., Monica F.*	*< NAME OF PERSON*
	$ 215.00	$ 195.00	$ 195.00	$ 170.00	$ 145.00	$ 160.00	$ 115.00	$ 95.00	< HOURLY RATES
TASK DESCRIPTION									**TOTAL HOURS PER TASK**
1. Project Management	**6**	**6**	**4**	**12**	**36**	**0**	**8**	**4**	**76**
Project Kickoff Meeting	2	2	0	4	4	0	0	0	*10*
Project Meetings	2	2	4	4	16	0	4	4	*34*
Project Workshop	2	2	0	4	16	0	4	0	*26*
2. Detailed Design Development	**16**	**72**	**96**	**140**	**340**	**112**	**252**	**32**	**1060**
Draft Membrane Procurement Package	12	60	80	100	240	96	172	16	*764*
Final Membrane Procurement Package	4	12	16	40	100	16	80	16	*280*
3. CMAR Coordination	**8**	**16**	**8**	**16**	**40**	**0**	**16**	**8**	**112**
Coordination with CMAR	8	16	8	16	40	0	16	8	*104*
4. Other Direct Costs	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Structural Engineering Services									
TOTAL HOURS:	30	94	108	168	416	112	276	44	**1248**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

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

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

WILSO-1 OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2020

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

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

PRODUCER Professional Underwriters of Arizona, Inc. P.O. Box 5419 Scottsdale, AZ 85261-5419 Prof. Underwriters of Arizona 480-483-0440	CONTACT NAME: Prof. Underwriters of Arizona PHONE (A/C, No, Ext): 480-483-0440 FAX (A/C, No): 480-948-7752 E-MAIL ADDRESS: jeff@prounderwriters.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : RLI Insurance Company — 13056
INSURED Wilson Engineers, LLC 1620 W. Fountainhead Pkwy. Ste 501 Tempe, AZ 85282	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Blkt AI & WOS X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	PSB0001272	01/01/2020	01/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Blkt AI X Blkt WOS	X	X	PSA0001073	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	PSW0001259	01/01/2020	01/01/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab. Architect/Engineer		X	RDP0041543	11/08/2020	11/08/2021	Per Claim Ann. Agg.	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Airport Water Reclamation Facility Membrane Pre-Design, Project No. WW1901.202
City of Chandler, its agents, representatives, officers, directors, officials and employees are additional insured as indicated. Coverages afforded are primary and non-contributory basis. Waiver of (Cont'd)

CERTIFICATE HOLDER CITYC01

City of Chandler
PW-Contract Admin
Attn: Paula Brown
POB 4008
Chandler, AZ 85244-4008

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jeffrey D Genick

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The ACORD name and logo are registered marks of ACORD

subrogation and severability of interests included.

Attached:

PPB304 02 12
PPA300 03 13
WC000313

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   - **a.** In the performance of your ongoing operations;
   - **b.** In connection with premises owned by or rented to you; or
   - **c.** In connection with “your work” and included within the “product-completed operations hazard”.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   - **a.** This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   - **b.** This insurance does not apply to the rendering of or failure to render any "professional services".
   - **c.** This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   - **a.** The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   - **b.** The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. Broad Form Named Insured
B. Employees As Insureds
C. Blanket Additional Insured
D. Blanket Waiver Of Subrogation
E. Employee Hired Autos
F. Fellow Employee Coverage
G. Auto Loan Lease Gap Coverage
H. Glass Repair – Waiver Of Deductible
I. Personal Effects Coverage
J. Hired Auto Physical Damage Coverage
K. Hired Auto Physical Damage – Loss Of Use
L. Hired Car – Worldwide Coverage
M. Temporary Transportation Expenses
N. Amended Bodily Injury Definition – Mental Anguish
O. Airbag Coverage
P. Amended Insured Contract Definition – Railroad Easement
Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
R. Notice Of And Knowledge Of Occurrence
S. Unintentional Errors Or Omissions
T. Towing Coverage

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, **D. Deductible** is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE**, **A. Coverage, 4. Coverage Extensions**:

c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**:

d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) $60,000

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.

(5) This Coverage Extension will not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions**:

e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:

(1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";

(2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of $1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions**:

f. Hired Car – Worldwide Coverage

(1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.

(2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

(a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and

(ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.

(3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph **2.c.** above, and all expenses incurred by you arising out of any single "accident" or "loss".

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or

(b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or

(c) Auto liability insurance limits of at least $300,000 combined single limit or $100,000 per person/$300,000 per accident Bodily Injury, $100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, **A.4. Coverage Extensions**, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

(1) We will pay up to a maximum of $1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".

(2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.

(3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonable repaired or replaced.

(4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS**, **Definition C**.:

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph **H.** "Insured contact" is modified as follows:

1. Paragraph **H.3.** is replaced by the following:

3. Any easement or license agreement.

2. Paragraph **H.6.a.** is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph **a.** is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, **B. General Conditions; 2. Concealment Misrepresentation Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, **A.2. Towing**, is deleted and replaced by the following:

2. We will pay up to $750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:

a. All labor must be performed at the place of disablement; and

b. If the covered auto is a private passenger type no deductible applies; and

c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a $250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2020
Insured
Wilson Engineers, LLC
Insurance Company
RLI Insurance Company

Policy No.
PSW0001259

Endorsement No.
Premium

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA21-026

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
John Knudson, Public Works and Utilities Director
From: Gregg Capps, Water Resource Manager
Subject: Agreement No. PW1-936-4262, with Metering Services, Inc., for Small Water Meter Installation, Repair, and Consulting Services

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Proposed Motion:

Move City Council approve Agreement No. PW1-936-4262 with Metering Services, Inc., for small water meter installation, repair, and consulting services, in an amount not to exceed $490,820.

Background/Discussion:

The City maintains approximately 86,500 water meters. These meters record water use from residential, landscape, multi-family, commercial, government, school, medical and industrial water users. The life expectancy of a water meter based on industry standards is 15 years. Meters greater than 15 years old have a higher tendency to read inaccurately, resulting in incorrect billing or equipment failure. Staff routinely replace or repair failed meters to ensure customers are billed accurately. Due to the increasing number of meters that have reached the age for replacement, contractor assistance is required for meter installation.

As part of this agreement, the contractor will remove approximately 8,300 meters that have exceeded their life expectancy and replace them with meters compatible with the existing meter reading system and inventory. Included with the installation of these meters (ranging in size from 5/8-inch to 2-inch) are various replacements of lids and boxes to ensure compliance with standard detail specifications. The term on this agreement is 270 calendar days following Notice to Proceed.

A related agreement with Core & Main, LP, for the purchase of water meters, is also scheduled for this City Council meeting.

Evaluation:

On November 6, 2020, City staff issued Request for Proposal No. PW1-936-4262 for small water meter installation, repair, and consulting services. Notification was sent to all registered vendors. Two (2) proposals were received from the following offerors:

1. Hernandez Companies, Inc.
2. Metering Services, Inc.

The Evaluation Committee evaluated the proposals and recommends award to Metering Services, Inc., which submitted the most advantageous offer to the City in accordance with the evaluation criteria.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6710.6WA673	Water Bond	Water Meter Replacements	$490,820	Y

Attachments

Agreement

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: February 11, 2021

CITY OF CHANDLER SERVICES AGREEMENT
SMALL WATER METER INSTALLATION, REPAIR AND CONSULTING SERVICES
CITY OF CHANDLER AGREEMENT NO. PW1-936-4262

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Metering Services, Inc. an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2020 (Effective Date).

RECITALS

A. City proposes to engage a contractor for small water meter installation, repair and consulting services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the

terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 270 days from the date the Contractor is notified to proceed.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $490,820. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the

above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent,

(c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City
Name: Juan Martinez
Title: Procurement Officer
Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
Phone: (480) 782-2400
Email: juan.martinez@chandleraz.gov

For the Contractor
Name: Chase Frampton
Title: Field Operations Manager
Address: 515 S. 48th Street, Suite 108
Tempe, AZ 85281
Phone: 480-223-7946
Email: chase@msiaz.net

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion

of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.RS. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no

member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its

subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City

documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: PRESIDENT

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

1. General Requirements

a. When interacting with City staff and the public, the Contractor, its staff, and any subcontractors will adhere to the Center for Disease Control and Maricopa County Department of Public Health COVID-19 guidelines, as well as any local requirements currently in effect.
b. All employees and subcontractors will wear articles of clothing and identification cards clearly identifying them as employees of the Contractor or its subcontractors.
c. All Contractor and subcontractor vehicles will be clearly marked and identifiable as belonging to the Contractor or its subcontractors.
d. The Contractor will coordinate with City to determine the current City stock on hand for meters of all sizes, boxes, and lids and the required inventory needed to successfully execute assignments on a timely basis, taking into consideration the ordering and delivery time versus the scheduled installs anticipated. Status of the supply of these materials shall be forwarded to the contract administrator on a weekly basis.

2. Inspections and Notifications

The Contractor will:

a. The Contractor will perform all preliminary inspections/prep prior to beginning any installation work.
b. The Contractor will develop and produce door hangers notifying customers of the upcoming work. The City must approve the proposed door hangers prior to production.
c. The Contractor will place door hangers with a minimum of a 7-day advance **initial** notice that the replacement will occur. The notice must include a 7-day date range of when installation will occur.
d. The Contractor will provide a 24/7 phone number and e-mail address to contact for questions from customers and respond to all questions within 48 hours. Issues beyond Contractor's ability to resolve will be referred to the City's Contract Administrator to aid in resolution.
e. The Contractor will enter properties for inspections and preliminary site work only between the hours of 6:00 AM and 7:00 PM Monday through Saturday.

3. Coordination with the City

a. The City will designate a Contract Administrator who will be the Contractor's primary point of contact while performing services under this agreement.
b. Two weeks in advance of the actual meter change out, the Contractor's Project Manager and the Contract Administrator will designate the addresses to be scheduled for replacement. The majority of change outs will occur grouped within neighborhoods or by a street-by-street method.
c. All replacements will be recorded electronically and sent to the Contract Administrator on a daily basis. The information must include the address, the old meter number (signal unit ID) or, in the case of a manual read meter the serial number, the read at time of replacement, the new Neptune signal unit number, the size of the meter, an indicator if the box was replaced and identification of any old meters that were stopped meters. The Contractor to follow

electronic file layout as provided in the Sample Mass Meter Exchanges table.

d. The Contractor will take digital photos before starting job, after box removal to document current grade, and the finished product including the surrounding landscape. An address identifier card will be maintained by the Contractor and supplied to the City in the form of an electronic file with an index number and a table of contents of the addresses included in each file. These photos may be incorporated into the City's utility billing system as part of the utility account file.
e. On a weekly basis, the Contractor's Project Manager will supply to the Contract Administrator a list of all addresses not completed in any assigned group, the reason why the addresses were not completed, and a rescheduled date for completion within a two-week time frame. No assigned replacement will take more than 4 weeks to complete.
f. The Contractor will submit a list identifying change-outs ready for final inspection to the Contract Administrator on a weekly basis. The inspection will be performed by the City within 10 days of the submittal.

4. 5/8" to 2" Meters Replacement Services

a. Meter replacement work requiring water shut off will only take place between the hours of 8:00 AM and 5:00 PM Monday through Friday.
b. Residential installations must be done in accordance with the City specifications that require a number one or a number two concrete box and a composite lid.
c. All meters will be installed in accordance with City of Chandler standard Detail C-301 and the Meter Services Meter Replacement Procedure
d. In no case will a meter be installed, or an inspection made, without the lid properly placed prior to the Contractor leaving any address. No box will be left open without a representative of the Contractor being on site.
e. The Contractor will repair any damage to the homeowner's water supply line caused during the change out. Leaks/damage at the meter or within 2 feet of the disturbed area shall be considered the Contractor's responsibility to repair.
f. The existing meters slated for replacement have a variety of installation challenges including but not limited to, denigrated plastic boxes, water lines that may need to be lowered, concrete boxes that are damaged, removal of line setters. The Contractor is required to correct these issues.
g. The Contractor will be required to restore grade on all meters not currently to grade. The Contractor will provide and install all components including curb stop, type k copper tubing and fittings. Where there are re-setters in the service line or Mach-10 meters are determined to be a feasible asset, the Contractor will not receive additional compensation for restoring grade. In meters that are not currently to grade and there are no re-setters or the ability to utilize Mach-10 to resolve grade issues, the Contractor will be compensated based on the rate specified in the fee schedule. The Contractor will obtain the approval of the Contract Administrator prior to performing work to correct these issues.
h. The Contractor will restore the existing landscape to any disturbed area created by Contractor or subcontractor vehicles or meter change out related work. The Contractor is required to save any rock or sod area prior to the removal of the box and replacing same material upon completion.

i. Any additional required landscape repair (i.e. shrub purchase and planting, brick edging, concrete, driveway repair, etc.) shall be performed at the hourly rate listed in the fee schedule (Attachment B), plus the cost of materials and subcontractors at the markup listed in the fee schedule. The Contractor will provide the Contract Administrator a not to exceed cost for each location requiring additional landscaping. Contractor will not commence providing additional landscaping prior to approval from the Contract Administrator.

j. Contractor shall remove all non-cement or damaged meter boxes (5/8'-2" meters). Any concrete box that is in acceptable good condition (i.e. not cracked and cover lip complete around the perimeter of the box) will be reused. All non-cement or damaged boxes will be replaced with City-provided concrete boxes. Contractor will not commence meter box replacements without prior approval from the Contract Administrator.

k. In all cases a composite lid will be installed and a Neptune radio signal unit will be installed through the lid.

5. Consulting

a. The Contractor may on occasion be asked to provide their expertise regarding type, size, application and revenue recovery for various replacement plans, large volume users or alternative setups for outdated or applications that need replacements at the hourly rate listed in Fee schedule.

6. Miscellaneous Services

a. The CONTRACTOR shall provide other closely related services upon request from the City.

EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Section 1 Meter Replacement Services

Normal Business Hours:

Meter Size	Group Size 1 – 100	Group Size 101 – 500	Group Size 201 - 1000
5/8" & ¾" Meter Replacement	$45.00 per unit	$40.00 per unit	$35.50 per unit
1" Meter Replacement	$48.00 per unit	$43.00 per unit	$38.00 per unit
1.5"& 2" Meter Replacement	$180.00 per unit	$175.00 per unit	$170.00 per unit

After Hours:

Meter Size	Group Size 1 – 100	Group Size 101 – 500	Group Size 201 - 1000
5/8" & ¾" Meter Replacement	$67.50 per unit	$60.00 per unit	$52.50 per unit
1" Meter Replacement	$72.00 per unit	$64.50 per unit	$57.00 per unit
1.5"& 2" Meter Replacement	$270.00 per unit	$262.50 per unit	$255.00 per unit

Section 2 Meter Box and Lid Modification

Meter Size – Box Replacement	Group Size 1 – 100	Group Size 101 – 500	Group Size 201 - 1000
5/8" & ¾" Meter Replacement	$65.00 per unit	$65.00 per unit	$60.00 per unit
1" Meter Replacement	$85.00 per unit	$75.00 per unit	$70.00 per unit
1.5"& 2" Meter Replacement	$180.00 per unit	$175.00 per unit	$170.00 per unit

Meter Size – Lid Modification	Group Size 1 – 100	Group Size 101 – 500	Group Size 201 - 1000
5/8" & ¾" Meter Replacement	$10.00 per unit	$7.50 per unit	$5.00 per unit
1" Meter Replacement	$10.00 per unit	$7.50 per unit	$5.00 per unit
1.5"& 2" Meter Replacement	$20.00 per unit	$15.00 per unit	$10.00 per unit

Section 3 Landscape Restoration Services

Landscape Restoration Services	$ 65.00	Per Hour (Man)
Subcontractor Services Markup		20 %
Materials Markup		28.50%

Section 4 Additional Services, as needed

Miscellaneous Consulting Services	$ 80.00	Per Hour
Trip Charge (incomplete exchange)	$ 50.00	Per Occurence
Other – Leak Repair	$ 65.00	Per Hour (Man)
Other – Meter Grade Restoration	$ 65.00	Per Hour (Man)

EXHIBIT C TO AGREEMENT
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

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

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA21-028

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
John Knudson, Public Works and Utilities Director
From: Gregg Capps, Water Resource Manager
Subject: Agreement No. PW0-890-4209, Amendment No. 1, with Core and Main, LP, for Water Meters

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Proposed Motion:

Move City Council approve Agreement No. PW0-890-4209, Amendment No. 1, with Core and Main, LP, for water meters, increasing the contract limit in the amount of $2,509,180, for a revised amount not to exceed $5,509,180, for a two-year period, September 1, 2020, through August 31, 2022.

Background/Discussion:

The City maintains approximately 86,500 water meters. These meters record water use from residential, landscape, multi-family, commercial, government, school, medical and industrial water users. Staff routinely replace or repair failed meters to ensure customers are billed accurately. In addition to meter maintenance and replacement, staff installs meters for new customers connecting to the City's distribution system. This agreement authorizes the purchase of meters, registers, and meter parts compatible with the existing meter reading system, utility billing system, and inventory.

The life expectancy of a meter based on industry standards is 15 years. Meters greater than 15 years old have a higher tendency to read inaccurately, resulting in incorrect billing or equipment failure. Though staff routinely replaces or repairs failed meters, the increasing number of meters due for replacement requires additional meters to be purchased with this amendment. Included with the replacement of these meters (ranging in size from 5/8-inch to 2-inch) are various replacements of lids and boxes to ensure compliance with standard detail specifications.

This Amendment will increase spending limit for the City's water meter purchase agreement with Core and Main, LP, from $3,000,000 to $5,509,180 to purchase an additional 8,300 meters and 7,300 lids. Use of the City's existing meter purchase agreement provides the most cost-effective method to acquire the meter and meter-related parts needed for this project.

A related agreement with Metering Services, Inc., for the installation of 8,300 replacement meters, is also scheduled for this City Council meeting.

Evaluation:

On August 27, 2020, City Council approved Agreement No. PW0-890-4209 with Core and Main, LP, for Water Meters, for a two-year term, with the option of up to one (1) two-year extension. This amendment will add funds to the current term of the agreement for the Small Water Meter Installation, Repair, and Consulting Services project. The Contractor has agreed to the same terms, conditions, and pricing.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3800.5330.0.0	Water Operating	Meter/Meter Related Parts	$79,650	N
601.3820.6710.6WA673	Water Bond	Water Meter Replacements	$2,429,530	Y

Attachments

Amendment

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: February 11, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER METERS
CITY OF CHANDLER AGREEMENT NO. PW0-890-4209

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Core and Main LP, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20___ (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for water meters (Agreement); and

WHEREAS, the term of the Agreement is September 1, 2020 through August 31, 2022, with the option of up to one additional two-year extensions; and

WHEREAS, the Parties wish to add additional funds to the current term of the Agreement.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No.1 by this reference. Total payments made to the Contractor during the term of this Amendment No.1 will not exceed $5,509,180.00.

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No.1 and the Agreement, the terms and conditions in this Amendment No.1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Thomas Otto

Its: Account Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-079

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
John Knudson, Public Works and Utilities Director
Kevin Lair, Transportation Manager
Andrew Goh, Capital Projects Manager
From: Daniel Haskins, Engineer
Subject: Construction Contract No. ST1909.401 with Cactus Asphalt, a Division of Cactus Transport, Inc., for the Alley Rehabilitation PM10 Dust Emissions Project

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Proposed Motion:

Move City Council award Construction Contract No. ST1909.401 to Cactus Asphalt, a Division of Cactus Transport, Inc., for the Alley Rehabilitation PM10 Dust Emissions Project, in an amount not to exceed $2,077,524.50.

Background/Discussion:

The Environmental Protection Agency (EPA) has developed ambient air quality trends for particle pollution, also called particulate matter. PM10 describes inhalable particles with diameters that are generally ten micrometers and smaller. In 2007, Maricopa County approved a regional PM10 reduction plan imposed by the EPA. The City continues to perform alleyway rehabilitation to adhere to this regional plan.

The project scope of work consists of removing and replacing the top four to six inches of alley roadway surface material with crushed and compacted asphalt millings materials. The new alley roadway surface will be sprayed with an asphalt sealer to rejuvenate the binder in the millings. This project will reduce dust by providing an asphalt driving surface on approximately 15.7 miles of alleyways. The construction contract time is 150 days following Notice to Proceed.

A related Professional Services Agreement with Tristar Engineering and Management, Inc., for the Alley Rehabilitation PM10 Dust Emissions Project, is also scheduled for this City Council meeting.

Evaluation:

Three (3) bids were opened on September 30, 2020. The bid results were as follows:

Contractor	Bid Total
Cactus Asphalt, a Division of Cactus Transport, Inc.	$2,077,524.50
Nesbitt Contracting Co., Inc.	$2,148,174.70
The Fishel Construction Company	$2,217,715.50

Financial Implications:

This project is funded by 94.3% federal funds and 5.7% local funds.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
417.3310.6513.6ST248	Capital Grants	Street Repaving	$1,959,106.00	Y
411.3310.6513.6ST248	Streets General Obligation Bonds	Street Repaving	$118,418.50	Y

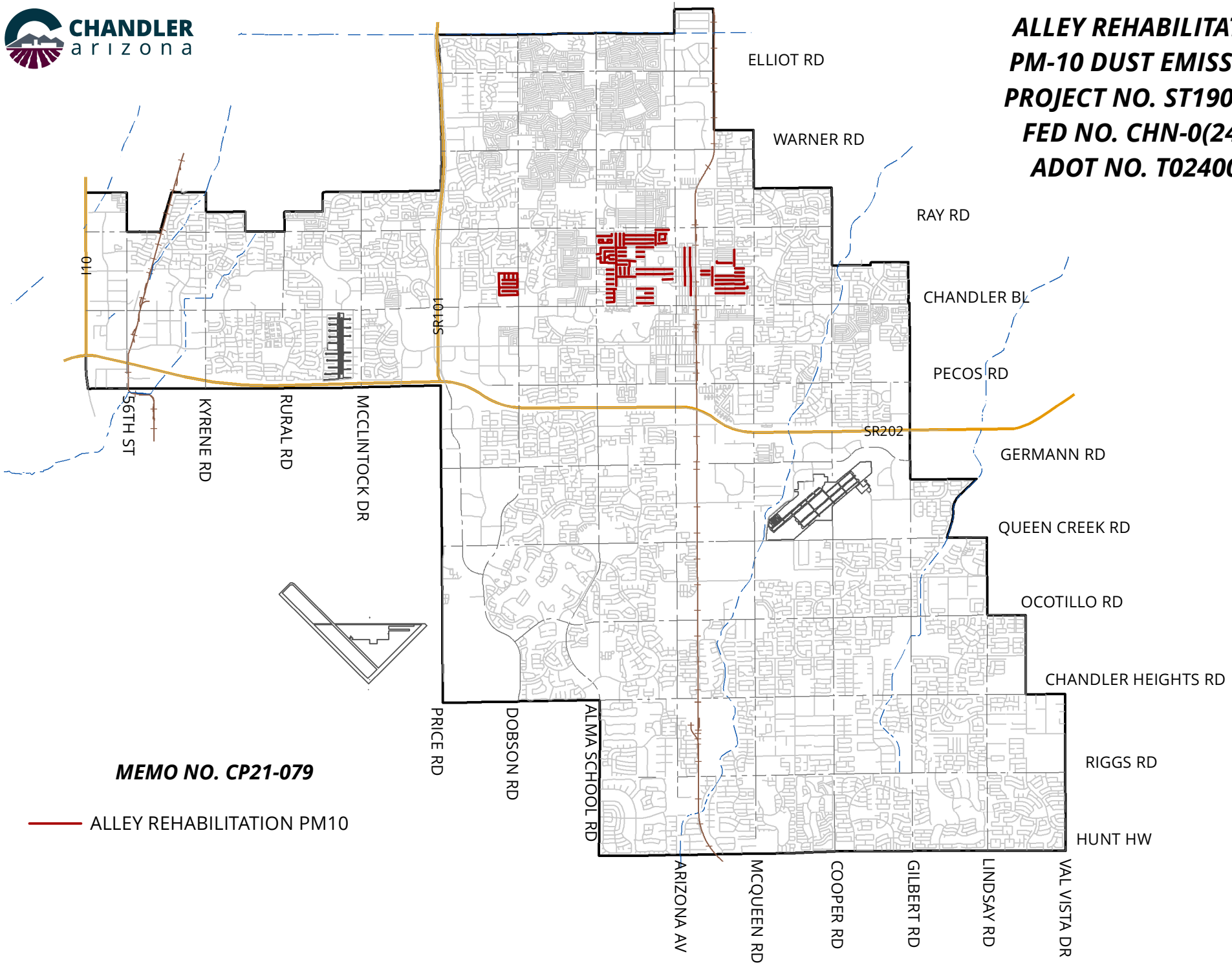
Attachments

Location Map

Contract

CHANDLER arizona

ALLEY REHABILITATION
PM-10 DUST EMISSIONS
PROJECT NO. ST1909.401
FED NO. CHN-0(245)D
ADOT NO. T024001C



MEMO NO. CP21-079

ALLEY REHABILITATION PM10

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CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT
CAPITAL PROJECTS DIVISION

CONSTRUCTION CONTRACT

ALLEY REHABILITATION PM10 DUST EMISSIONS

City Project No.: ST1909.401;
Federal No.: CHN-0(245)D;
ADOT No.: T024001C

MAYOR
Kevin Hartke

VICE MAYOR
Mark Stewart

COUNCIL

Matt Orlando OD Harris
Christine Ellis René Lopez Terry Roe

_____

Andrew Goh, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

ALLEY REHABILITATION PM10 DUST EMISSIONS

CITY PROJECT NO.: City Project No.:ST1909.401; Federal No.: CHN-0(245)D; ADOT No.: T024001C

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CONSTRUCTION SERVICES CONTRACT
PROJECT NO.: ST1909.401; Federal No.: CHN-0(245)D; ADOT No.: T024001C

THIS CONTRACT is made and entered into on the _____ day of _____, 20____, by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and the "Contractor" designated below (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties").

City and Contractor agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY:	**City of Chandler** **City Engineer: Andrew Goh** **Phone: 480-782-3343** **Email: andrew.goh@chandleraz.gov**
CITY:	**City of Chandler** **Construction Project Manager: Paul Ahlas** **Phone: 480-782-3328** **Email: paul.ahlas@chandleraz.gov**
CONTRACTOR:	**Cactus Asphalt, a division of Cactus Transport, Inc.** **8211 W. Sherman St., Tolleson, AZ 85353** **Arizona ROC No.: 194430** **Federal Tax ID No.: 86-0363424** **Business Organization: corporation** **State Where Organized: Arizona** **Contractor Representative: Bryan Glazer** **Phone: 623-907-2800** **Email: jabram@cactusasphalt.com**
DESIGN PROFESSIONAL:	**Aztec Engineering Group, Inc.** **501 N. 44th St., Ste. 300 Phoenix, AZ 85008** **Design Professional Representative: Ms. Tracy Eberlein** **Phone: 602-770-4734** **Email: teberlein@aztec.us**

PROJECT DESCRIPTION:

Constructing improvements to the alleyway pavement surfacing in four selected City of Chandler neighborhoods to reduce PM10 dust emissions.

PROJECT LOCATION:

Project consists of approximately 15.3 miles of existing alleyways in the following areas:

- 5.2 miles Northeast corner of Dobson Road and Elliot Road
- 6.4 miles Northeast of Alma School Road and Elliot Road
- 2.8 miles Northeast Corner of Rural Road and Ray Road
- 0.9 miles Northeast corner of McClintock Drive and Chandler Boulevard.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between City and Contractor will consist of the following Contract Documents:

1. This Construction Services Contract and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in Exhibit A, incorporated by reference.
4. Project Bid Proposal.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence as described in Section 14.1.4 of the General Conditions.

2.3 DEFINITIONS

The definitions in Section 2 of the General Conditions apply to all the Contract Documents, including this Agreement. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

n/a

ARTICLE 3 - CONSTRUCTION SERVICES

3.1 GENERAL

3.1.1 Scope of Work. All terms and conditions are set forth in the Contract. Any terms and conditions and exceptions noted in the Contractor's proposal or other documents do not apply unless agreed to in this Contract or an approved addendum.

3.1.2 Contractor agrees this is a Unit Price Contract. Contractor agrees at its own cost and expense, to do all Work necessary required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Contract time.

3.1.3 Contractor must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major

components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

3.1.4 At all times relevant to this Contract and performance of the Work, the Contactor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth on attached Exhibit A.

3.1.5 Contractor must perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

3.1.6 Contractor must comply with all terms and conditions of the General Conditions.

3.1.7 In the event of a conflict between this Contract and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Contract will control.

3.1.8 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

3.2 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

3.2.1 The Contractor must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

3.2.2 Any additional items which Contractor must deliver to City prior to commencing the Work on this Project, if any, include the following:

n/a

3.3 PRE-CONSTRUCTION CONFERENCE

Contractor must attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

3.4 **PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**

Contractor must perform the Work in accordance with Section 4.4 of the General Conditions.

3.5 **CONTROL OF THE PROJECT SITE**

Contractor must control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

3.6 **PROJECT SAFETY**

Contractor must implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

3.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Contractor must provide materials testing and submit substitute materials and Shop Drawings in accordance with Section 4.7 of the General Conditions.

3.8 **PROJECT RECORD DOCUMENTS**

Contractor must maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

3.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Contractor must provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 4 - CITY RESPONSIBILITIES

4.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

4.2 Additional services to be provided or responsibilities assumed, by City, if any, are listed below:

n/a

4.3 Additional information to be provided by City, if any, is listed below:

n/a

ARTICLE 5 - CONTRACT TIME

5.1 **GENERAL**

5.1.1 The total Contract Duration is **150** Calendar Days (including Substantial Completion by **120** Calendar Days and Final Acceptance by **150** Calendar Days).

5.1.2 The Contract Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 5.4 below.

5.1.3 The Contract Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Contract Time.

5.1.4 Time is of the essence of this Contract for the Project, and for each phase and designated Milestone thereof.

5.1.5 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by City.

5.2 PROJECT SCHEDULE

5.2.1 The Project Schedule will be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

5.2.2 Work must be completed to meet the following milestones after the Notice to Proceed:

	Milestone		Time	Liquidated damages for delay	
1.		within	days	$	per calendar day

5.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

5.4 FINAL ACCEPTANCE

5.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

5.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

5.5 LIQUIDATED DAMAGES

5.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

5.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 5.5.1 above, City and Contractor further agree that if Contractor fails to achieve Final Acceptance of the Work within the Contract Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Contract.

5.5.3 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 will apply.

5.5.4 City may deduct liquidated damages described in this Article 5.5 from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

5.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

5.6.1 Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes.

1. Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

5.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract. Nothing contained in this Article 5.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 5.5 above.

5.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which will be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

ARTICLE 6 - CONTRACT PRICE

6.1 CONTRACT PRICE

6.1.1 In exchange for Contractor's full, timely, and acceptable performances and construction of the Work under this Contract, and subject to all of the terms of this Contract, City will pay Contractor the "Contract Price," which is **$2,077,524.50**.

6.1.2 The Contract Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct Work.

6.2 COSTS

For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to Contractor and chargeable against the Contract Price will be determined as set forth in MAG § 109.5.

ARTICLE 7 - PAYMENT

Payments will be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 8 - CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 9 - SUSPENSION AND TERMINATION

This Contract may be suspended or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 10 - INSURANCE AND BONDS

10.1 Contractor must provide insurance in accordance with Sections 11.1 through 11.3 of the General Conditions. Contractor must provide proof of such insurance and all

required endorsements in forms acceptable to City prior to commencing any Work under this Contract.

10.2 Contractor must provide performance and payment bonds to City in Accordance with Section 11.4 of the General Conditions and A.R.S. § 34-222.

10.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 11 - INDEMNIFICATION

Contractor must have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 12 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract will be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 6 to, the General Conditions.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Contract through their duly authorized representatives and bind their respective entitles as of the effective date.

"CITY"
CITY OF CHANDLER

MAYOR Date

Recommended By: Andy Goh

Andrew Goh, P.E. Date
CIP City Engineer

APPROVED AS TO FORM:

City Attorney MMB

ATTEST:

City Clerk Seal

"CONTRACTOR"
Cactus Asphalt, A Division of Cactus Transport, Inc.

Bryan Glazer 1/11/2021
Signature Date

BRYAN Glazer
Name

Managing Partner
Title

ATTEST: If Corporation

~~Secretary~~ Jason Hoffman - Managing Partner

STATE OF ARIZONA)
)ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO before me, the undersigned notary public, by Bryan Glazer who was identified as the Managing Partner of Cactus Asphalt, A Division of Cactus Transport on this 11th day of January, 2021

My commission expires:
12/21/21

Manuel Iribe
Notary Public

MANUEL IRIBE
Notary Public, State of Arizona
Maricopa County
My Commission Expires
December 21, 2021

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-058

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Gina Ishida-Raybourn, Utilities Engineering Manager
Subject: Construction Contract No. WA2006.401, with Archer Western Construction, LLC, for the Chandler Boulevard Waterline Replacement (Chippewa Place to Meadows Drive)

Proposed Motion:

Move City Council award Construction Contract No. WA2006.401 to Archer Western Construction, LLC, for the Chandler Boulevard Waterline Replacement (Chippewa Place to Meadows Drive), in an amount not to exceed $1,202,980.

Background/Discussion:

The City's Water Distribution Division currently maintains over 36,000 valves and 1,100 miles of pipe in the potable water system. This project is a continuation of a program to replace water mains that are susceptible to main breaks due to age and condition. The program evaluates water infrastructure, identifying high-priority water mains in need of replacement. Replacement of City water mains will result in improved system reliability and reduced liability from water damage as a result of main breaks.

This project includes construction services to replace approximately 1,200 linear feet of water mains, ranging in size from 8-inch to 12-inch in diameter, located in Chandler Boulevard between Chippewa Place and Meadows Drive. In addition, water valves will be installed on Parklane Boulevard and Commonwealth Avenue to provide additional isolation capabilities in the area.

The project scope of work includes installation of new 12-inch ductile iron pipe (DIP) waterline, new 8-inch DIP waterline, associated water services and connections, removal and disposal of existing pipe, pavement, sidewalk, and landscape restoration. The contract completion time is 90 calendar days following Notice to Proceed.

A related Professional Services Agreement with Wilson Engineers, LLC, for the Chandler Boulevard Waterline Replacement (Chippewa Place to Meadows Drive) construction management services, is also scheduled for this City Council meeting.

Evaluation:
Seven (7) bids were opened on December 29, 2020. The bid results were as follows:

Contractor	Bid Total
Archer Western Construction, LLC	$1,202,980.00
Achen-Gardner Construction, LLC	$1,272,837.00
Revolution Industrial, LLC	$1,506,528.00
Hunter Contracting Co.	$1,592,309.00
FPS, LLC	$1,609,413.26
T&T Construction, Inc.	$1,719,307.00
Action Direct, LLC dba Redpoint Contracting	$1,978,823.00

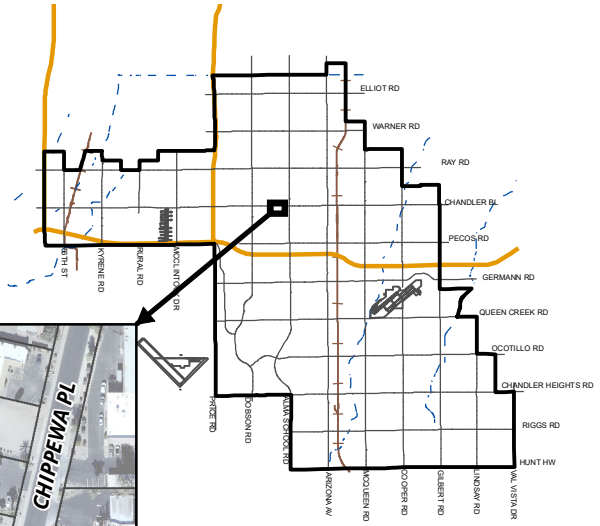
Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6714.6WA023	Water Bond	Water Main Replacements	$448,600	Y
605.3820.6714.6WA023	Water Operating	Water Main Replacements	$754,380	Y

Attachments

Location Map

CHANDLER BOULEVARD WATERLINE REPLACEMENT (CHIPPEWA PLACE TO MEADOWS DRIVE), PROJECT NO. WA2006.401



MEMO NO. CP21-058

WATERLINE REPLACEMENT

VALVE IMPROVEMENTS

NTS

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CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-071

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Gina Ishida-Raybourn, Utilities Engineering Manager
Subject: Professional Services Agreement No. WA2006.451, with Wilson Engineers, LLC, for the Chandler Boulevard Waterline Replacement (Chippewa Place to Meadows Drive)

Proposed Motion:

Move City Council award Professional Services Agreement No. WA2006.451 to Wilson Engineers, LLC, for the Chandler Boulevard Waterline Replacement (Chippewa Place to Meadows Drive), in an amount not to exceed $105,730.

Background/Discussion:

The City's Water Distribution Division currently maintains over 36,000 valves and 1,100 miles of pipe in the potable water system. This project is a continuation of a program to replace water mains that are susceptible to main breaks due to age and condition. The program evaluates water infrastructure, identifying high-priority water mains in need of replacement. Replacement of City water mains will result in improved system reliability and reduced liability from water damage as a result of main breaks.

This project includes the replacement of approximately 1,200 linear feet of water mains, ranging in size from 8-inch to 12-inch in diameter, located in Chandler Boulevard between Chippewa Place and Meadows Drive. In addition, water valves will be installed on Parklane Boulevard and Commonwealth Avenue to provide additional isolation capabilities in the area. New development is anticipated in this area in the near future and this project will replace potable waterlines before adjacent development commences.

The project scope of work consists of contractor oversight, construction administration and inspection, utility coordination, schedule review, review of progress payments, attendance at construction meetings, review of shop drawings and submittals, preparation of final as-built drawings, and project close-out. The contract completion time is 120 calendar days following Notice to Proceed.

A related Construction Contract with Archer Western Construction, LLC, for the Chandler Boulevard Waterline Replacement (Chippewa Place to Meadows Drive), is also scheduled for this City Council meeting.

Evaluation:

The City's selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Water and Wastewater Services. Staff recommends approval of this agreement with Wilson Engineers, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

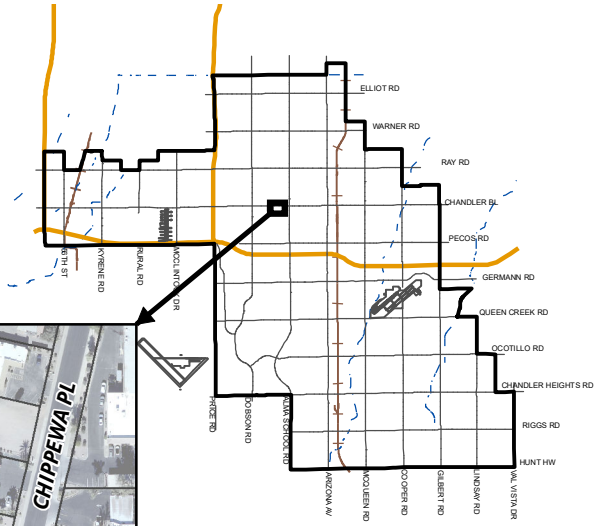
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6714.6WA023	Water Bond	Water Main Replacements	$105,730.00	Y

Attachments

Location Map

Agreement

CHANDLER BOULEVARD WATERLINE REPLACEMENT (CHIPPEWA PLACE TO MEADOWS DRIVE), PROJECT NO. WA2006.451



MEMO NO. CP21-071

WATERLINE REPLACEMENT

VALVE IMPROVEMENTS

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PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
CHANDLER BOULEVARD WATERLINE REPLACEMENT (CHIPPEWA PLACE TO MEADOWS DRIVE)

Project No. WA2006.451

Council Date: February 11, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Wilson Engineers, LLC**, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Select Agreement Type for **CHANDLER BOULEVARD WATERLINE REPLACEMENT (CHIPPEWA PLACE TO MEADOWS DRIVE)** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as

part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **120** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$105,730** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Mr. Alan Palmquist Wilson Engineers, LLC 1620 W. Fountainhead Pkwy., Ste. 501 Tempe, AZ 85282

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement. City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and

agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this

Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in

a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the

services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect

electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later

than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All

written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Wilson Engineers, LLC

_____ 1/11/2024
Signature Date

Uday Kumar Gandhe
Print Name

Principal
Title

uday.gandhe@wilson-engineers.com
Email

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

WILSON ENGINEERS

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance ; NOT USED

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes sixteen (16) weekly meetings will be held.

B. Task 2.2 CPM Schedule; NOT USED

C. Task 2.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of twenty (20) RFI responses.

D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of ten (10) reviews.

E. Task 2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivatons) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes five (5) RFPs.

F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes five (5) FD's.

G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of four (4) payment applications, with two (2) reviews each.

H. Task 2.8 Public Outreach; NOT USED

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes one (1) inspector part time thirty (30) hours per week for three (3) months.

B. Task 3.2 Landscape / Irrigation Inspection Services ; NOT USED

C. Task 3.3 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

i. Consultant must complete Acceptance of Construction (AOC) application and submit to MCESD for potable water system improvement.

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program; NOT USED

B. Task 5.2 Quality Assurance (QA) Test Program; NOT USED

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

i. Review and monitor Contractor's weekly updates on red-line drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

EXHIBIT "B"
COMPENSATION AND FEES

WILSON ENGINEERS

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ -
	SUBTOTAL TASK 1:	**$ -**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 7,950.00
2.2	CPM Schedule	$ -
2.3	Requests for Information (RFI)	$ 10,280.00
2.4	Shop Drawing Submittals	$ 5,820.00
2.5	Requests for Proposal (RFP)	$ 3,980.00
2.6	Field Directive (FD)	$ 3,980.00
2.7	Contractor Payment Applications	$ 2,130.00
2.8	Public Outreach	$ -
	SUBTOTAL TASK 2:	**$ 34,140.00**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 49,680.00
3.2	Landscape/Irrigation Inspection Services (IF APPLICABLE)	$ -
3.3	Project Closeout	$ 3,360.00
	SUBTOTAL TASK 3:	**$ 53,040.00**
4	**UTILITY COORDINATION**	
4.1	Utility Coordination	$ 580.00
	SUBTOTAL TASK 4:	**$ 580.00**
5	**MATERIALS TESTING**	
5.1	QC Test Program	$ -
5.2	QA Test Program	$ -
	SUBTOTAL TASK 5:	**$ -**
6	**RECORD DRAWINGS**	
6.1	Record Drawings	$ 4,470.00
	SUBTOTAL TASK 6:	**$ 4,470.00**
SUBCONSULTANTS		
Ritoch-Powell & Associates Allowance (Intersection Improvements)		$ 3,000.00
		$ -
	SUBTOTAL SUBCONSULTANTS:	**$ 3,000.00**
ALLOWANCES		
Direct Expense Allowance		$ 500.00
Owner's Allowance		$ 10,000.00
	SUBTOTAL ALLOWANCES:	**$ 10,500.00**
	PROJECT TOTAL:	**$ 105,730.00**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

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

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-074

Date: February 8, 2021
To: Mayor and Council
Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Gina Ishida-Raybourn, Utilities Engineering Manager
Subject: Report of City Manager Emergency Authorization of Project Agreement No. WW2103.402 with Garney Companies, Inc., Pursuant to Job Order Contract No. JOC1914.401, for the Lone Butte Effluent Pipeline Repair

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Proposed Motion:

Move City Council accept the report of the City Manager emergency authorization of Project Agreement No. WW2103.402 with Garney Companies, Inc., pursuant to Job Order Contract No. JOC1914.401, for the Lone Butte Effluent Pipeline Repair, in an amount not to exceed $111,220.02.

Background/Discussion:

On Friday, September 4, 2020, the Public Works & Utilities Department was notified of a reclaimed water (effluent) main break located on the Gila River Indian Community (GRIC) downstream of the Lone Butte Wastewater Treatment Plant (LBWWTP). The City has a current lease agreement with GRIC for the operation and maintenance of the LBWWTP, which includes the effluent pipeline. Staff responded quickly by notifying GRIC Public Works personnel about the broken 36-inch diameter water transmission main.

The City and GRIC share a substantial interest in maintaining proper operation and long-term viability of this pipeline segment that delivers reclaimed water to a storage basin for GRIC's agricultural use. Due to the impacts to an adjacent unpaved utility access road as well reclaimed water deliveries to GRIC, pursuant to City Code Chapter 3, Section 3-13.3 Special Circumstances-Emergencies, the City Manager authorized emergency procurement to hire an outside contractor to assist with initial clean-up of the area surrounding the main break, investigation of the cause of the break, and completion of necessary repairs to the reclaimed water transmission main. Following this authorization, the City coordinated with Garney Companies, Inc., to complete repairs to the ruptured reclaimed water main.

Evaluation:

On September 17, 2020, the City Manager determined the above-described circumstance represented a public interest need pursuant to City Code Chapter 3-13.3 and authorized the use of emergency procurement and expenditures to perform repairs on the effluent pipeline break.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
610.3910.6714.6WW192	Reclaimed Water Reserve Fund	Effluent Reuse - Transmission Mains	$111,220.02	Y

Attachments

Location Map
Agreement Project No. WW2103.402

Lone Butte Effluent Pipeline Repair
Project No. WW2103.402

Imagery ©2021 Landsat / Copernicus, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 2000 ft

Memo No. CP-074

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Project Name: **LONE BUTTE EFFLUENT PIPELINE REPAIR**

Project No. **WW2103.402**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2020 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Garney Companies, Inc.**, a Missouri corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1914.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about December 17, 2019, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to repair existing 36-inch effluent pipeline as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **LONE BUTTE EFFLUENT PIPELINE REPAIR**, Project Number **WW2103.402**. The scope of work consists of repairing existing 36-inch effluent pipeline, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$111,220.02** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **14** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Project Manager: Gina Ishida-Raybourn	
	Phone:	480-782-3584
	Email:	Gina.ishida-raybourn@chandleraz.gov
JOC CONTRACTOR:	Garney Companies, Inc.	
	4435 E. Holmes Ave., Ste. 102 Mesa, AZ 85206	
	JOC Contractor Representative: Shane O'Brien	
	Phone:	720-375-0988
	Email:	sobrien@garney.com

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"
CITY OF CHANDLER:

DEPARTMENT HEAD/DESIGNEE Date

Recommended By:

Andrew Goh, P.E.

CIP City Engineer

APPROVED AS TO FORM:

City Attorney By: _____

ATTEST:

City Clerk SEAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

"JOC CONTRACTOR"
Garney Companies, Inc.:

Signature 11/11/2020
Date

Joel Heimbuck
Print Name

Director of Operations
Title

ATTEST: If Corporation

Secretary Assistant Secretary

GARNEY COMPANIES, INC. CORPORATE SEAL MISSOURI

ADDRESS FOR NOTICE

Garney Companies, Inc.
4435 E. Holmes Ave., Ste. 102
Mesa, AZ 85206

Phone: 720-375-0988

Email: sobrien@garney.com

EXHIBIT A
SCOPE OF WORK

4435 E. Holmes Ave, Suite 102, Mesa AZ 85206
Phone: 602.470.0001
Fax: 602.470.0025
www.garney.com

Exhibit A

Scope

JOC 1914.401 – WW2103 Lone Butte Effluent Pipeline Repair

1. Repair 36" effluent pipeline as follows:
    a. 24 Hour Pump Watch and fuel up to 3 days until delivery of pipe and shutdown.
    b. Mobilize, Dewater excavation (as necessary) and coordinate plant shutdown.
        i. Garney will require a 4-day shutdown for the repair.
    c. Upon plant shutdown, dewater existing line and discharge into pond.
    d. Demo existing pipe joint to joint.
    e. Furnish and Install 36" C303 bar wrapped pipe per Thompson Pipe quote
        i. Pipe bedding to be ½ sack CLSM 1' above pipe
        ii. Weld outside joints only
        iii. Interior joints shall be hand grouted
        iv. An additional 32 LF stick of pipe will be delivered and offloaded at the Lone Butte WRF.
    f. Welding inspection per Dye Penetrant Test in lieu of pressure test.
        i. Upon repair and welding inspection, pipeline shall be put into service.
    g. Backfill using native material and return to existing grade the pond slope and road.
        i. Excess dirt to be graded onsite
        ii. No seeding is included in this proposal
    h. Repair existing fencing as necessary
2. Allowances included in this proposal: NONE
3. Contingencies included in this proposal:
    a. City Contingency: $10,000
4. Schedule is based on 6 days of work, delivery of new piping and shutdown of the existing line from flow. Pipe is currently scheduled to be delivered by 9/23/20.
    a. No submittals are included in this proposal.
5. Specifically excluded from this proposal are: Building permits, Engineering, Remediation of contamination and hazardous material handling or disposal and testing services.

EXHIBIT B
FEE SCHEDULE

4435 E. Holmes Ave, Suite 102, Mesa AZ 85206
Phone: 602.470.0001
Fax: 602.470.0025
www.garney.com

EXHIBIT "B-1"
Job Order Cost Proposal
Summary Sheet

WW2103 Lone Butte Effluent Pipeline Repair

Price of Subcontractor(s)		$	8,950.00
Price of Subconsultant(s)		$	-
General Conditions		$	6,876.17
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	19,302.96
Construction Material and Equipment		$	50,458.85
SUBTOTAL (NEGOTIATED PRICES):		***$***	***85,587.98***
Overhead and Profit (Coefficient per Job Order Master Agreement)	**10.00%**	**$**	**8,558.80**
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT):		*$*	*94,146.78*
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate)	**5.07%**	$	4,773.24
General Liability Insurance Percentage (Actual Cost per Job Order)	**1.35%**	$	1,270.98
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	**0.343%**	$	322.92
Payment Bond (Actual Cost per Job Order)	**0.75%**	$	706.10
Performance Bond (Actual Cost per Job Order)	**included**	$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**7,073.25**
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT + INSURANCE, BONDS, & TAXES):		***$***	***101,220.02***
City's Allowance	**9.88%**	**$**	**10,000.00**
TOTAL JOB ORDER:		**$**	**111,220.02**

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, propertly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

4435 E. Holmes Ave, Suite 102, Mesa AZ 85206
Phone: 602.470.0001
Fax: 602.470.0025
www.garney.com

SUBCONSULTANTS

PPS - Professional Piping Systems - Welding Services

4435 E. Holmes Ave, Suite 102, Mesa AZ 85206
Phone: 602.470.0001
Fax: 602.470.0025
www.garney.com

EXHIBIT "B-2"
Supplemental Information
WW2103 Lone Butte Effluent Pipeline Repair

ATTACHED

WW2103 Lone Butte Effluent Line Repair

9/18/2020	TOTALS			538			24,867		34,751		8,950		16,610		410	85,588		

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	Labor Unit	Labor Total	Matl Unit	Matl Total	Sub Unit	Sub Total	Equip Unit	Equip Total	Oth Unit	Oth Total	Total Cost	Division	Bid Item
	GARNEY INDIRECTS																GC	1
PRECONSTRUC	PROJECT MANAGER	1.0	WKS	0.0		#DIV/0!	0		0		0		0		0	0	GC	1
CONSTRUCTIO	PROJECT MANAGER	1.0	WKS	10.0	10.000	104.60	1,046		0		0		0		0	1,046	GC	2
	GENERAL SUPERINTENDENT	1.0	WKS	40.0	40.000	83.68	3,347		0		0		0		0	3,347	GC	2
	PROJECT ENGINEER	1.0	WKS	20.0	20.000	58.56	1,171		0		0		0		0	1,171	GC	2
	TRUCK: ON-HIGHWAY LIGHT DUTY 4X2 GAS	70.0	HRS									12.89	902			902	GC	2
	SANITARY FACILITY	1.0	MOS	0.0		0.00	0		0		0		0	375.00	375	375	GC	2
	DRINKING WATER	0.2	MOS	0.0		0.00	0		0		0		0	150.00	35	35	GC	2
	PUMP WATCH																YP	4
	LABOR			0.0			0		0		0		0		0	0	YP	4
	PUMP WATCH - DAY REGULAR TIME	3.0	SHIFTS	24.0	8.000	38.29	919		0		0		0		0	919	YP	4
	PUMP WATCH - DAY OVERTIME TIME	3.0	SHIFTS	12.0	4.000	57.43	689		0		0		0		0	689	YP	4
	PUMP WATCH - NIGHT REGULAR TIME	3.0	SHIFTS	48.0	16.000	38.29	1,838		0		0		0		0	1,838	YP	4
	PUMP WATCH - NIGHT OVERTIME TIME	3.0	SHIFTS	24.0	8.000	57.43	1,378		0		0		0		0	1,378	YP	4
	PUMP: FUEL	20.0	GAL	0.0		0.00	0	3.00	60		0		0		0	60	YP	5
	PIPELINE REPAIR																YP	4
	LABOR			0.0			0		0		0		0		0	0	YP	4
	REPLACE PIPE - REGULAR TIME - YARD PIPE CREW	6.0	SHIFTS	288.0	48.000	40.22	11,583		0		0		0		0	11,583	YP	4
	REPLACE PIPE - OVERTIME - YARD PIPE CREW	6.0	SHIFTS	72.0	12.000	60.33	2,896		0		0		0		0	2,896	YP	4
	MATERIAL & EQUIPMENT			0.0			0		0		0		0		0	0	YP	5
JD470	EXCAVATOR: CATERPILLAR 349F	50.0	HRS									167.16	8,358			8,358	YP	5
	WHEEL LOADER: DEERE 544K	50.0	HRS									61.44	3,072			3,072	YP	5
	TRUCK: ON-HIGHWAY LIGHT DUTY 4X4 DIESEL UTILI	50.0	HRS									40.26	2,013			2,013	YP	5
DRAIN LINE	PUMP: 6" PUMP	1.0	WEEK	0.0		0.00	0		0		0	2,265.00	2,265		0	2,265	YP	5
	PUMP: FUEL	100.0	GAL	0.0		0.00	0	3.00	300		0		0		0	300	YP	5
	SHORING: 16' X 10' TRENCH BOX	2.0	EA	0.0		0.00	0	1,104.42	2,209		0		0		0	2,209	YP	5
	PIPE MATERIAL: 36" C303 PIPE CL 250	96.0	LF					190.00	18,240				0			18,240	YP	5
	PIPE MATERIAL: 36" C303 BUTT STRAP	4.0	EA					560.00	2,240				0			2,240	YP	5
	PIPE MATERIAL: 36" JOINT RINGS W/BUR	2.0	EA					600.00	1,200				0			1,200	YP	5
	PIPE MATERIAL: 6" THREADED HAND-HOLE OUTLETS	8.0	EA					224.00	1,792				0			1,792	YP	5
	PIPE MATERIAL: FREIGHT	1.0	LOAD					3,000.00	3,000				0			3,000	YP	5
	PIPE MATERIAL: SIKA 123 GROUT	12.0	EA					65.00	780				0			780	YP	5
	PIPE MATERIAL: GROUT	4.0	CY					150.00	600				0			600	YP	5
	READY MIX: 1/2 SACK CLSM	60.0	CY					68.00	4,080				0			4,080	YP	5
	MISC: EXISTING FENCING MATERIAL	1.0	LS					250.00	250				0			250	YP	5
	SUBCONTRACTORS															0	YP	3
PPS	WELDING SERVICE	64.0	HRS	0.0		0.00	0		0	85.00	5,440		0		0	5,440	YP	3
	WELDING INSPECTION SERVICE	1.0	LS	0.0		0.00	0		0	1,000.00	1,000		0		0	1,000	YP	3
	TRUCKING: DISPOSE DEMO PIPE	1.0	EA	0.0		0.00	0		0	750.00	750		0		0	750	YP	3
	TRUCKING: EXCAVATOR IN/OUT	2.0	EA	0.0		0.00	0		0	490.00	980		0		0	980	YP	3
	TRUCKING: LOADER IN/OUT	2.0	EA	0.0		0.00	0		0	390.00	780		0		0	780	YP	3

Garney Construction Composite Rate Sheet

Version

WW2103 Lone Butte Effluent Pipeline Repair

Prepared by: DMT

Addenda Noted:

				0.00%		
Classification			**Wage**	**Fringe**	**Total Rate**	
				(LESS LIT)		
Laborer 1	LABORER: COMMON		$ 31.33	$ -	$ 31.33	
Laborer 2	LABORER: COMMON		$ 31.33	$ -	$ 31.33	
Laborer 3	LABORER: COMMON		$ 31.33	$ -	$ 31.33	
Form Carpenter	CARPENTERS: FORM WOR		$ 38.29	$ -	$ 38.29	
Finish Carpenter	CARPENTERS: FINISH WO		$ 41.77	$ -	$ 41.77	
Cement Mason	CARPENTERS: CEMENT FI		$ 34.81	$ -	$ 34.81	
Ironworker	CARPENTERS: FINISH WO		$ 41.77	$ -	$ 41.77	
Pipefitter	LABORER: PIPELAYER		$ 38.29	$ -	$ 38.29	
Piperfitter Helper	LABORER: COMMON		$ 31.33	$ -	$ 31.33	
Pipelayer	LABORER: PIPELAYER		$ 38.29	$ -	$ 38.29	
Operator 1	OPERATOR: TRACKHOE		$ 43.51	$ -	$ 43.51	
Operator 2	OPERATOR: FRONT END L		$ 38.29	$ -	$ 38.29	
Operator 3	OPERATOR: BACKHOE		$ 31.33	$ -	$ 31.33	
Crane Operator	OPERATOR: CRANES		$ 49.69	$ -	$ 49.69	
Carpenter Foreman	LEAD: FOREMAN / ASSIST		$ 58.56	$ -	$ 58.56	
Pipe/Mech Foreman	LEAD: FOREMAN / ASSIST		$ 58.56	$ -	$ 58.56	

TYPE OF WORK:

CRAFT	**# OF EACH**	**EMPLOY STATUS**	**BASE WAGE**	**FRINGE BENEFITS**	**HOURLY RATE**	**TOTAL RATE**
Operator 1	1			$ -	$ 43.51	$ 43.51
Operator 3	1			$ -	$ 31.33	$ 31.33
Pipefitter	2			$ -	$ 38.29	$ 76.58
Laborer 1	1			$ -	$ 31.33	$ 31.33
Pipe/Mech Foreman	1			$ -	$ 58.56	$ 58.56
TOTALS	6					$ 241.31
YARD PIPE CREW				COMPOSITE RATE	$ 40.22	

TYPE OF WORK:

CRAFT	**# OF EACH**	**EMPLOY STATUS**	**BASE WAGE**	**FRINGE BENEFITS**	**HOURLY RATE**	**TOTAL RATE**
Operator 1	1			$ -	$ 65.27	$ 65.27
Operator 3	1			$ -	$ 46.99	$ 46.99
Pipefitter	2			$ -	$ 57.43	$ 114.86
Laborer 1	1			$ -	$ 46.99	$ 46.99
Pipe/Mech Foreman	1			$ -	$ 87.85	$ 87.85
TOTALS	6					$ 361.96
YARD PIPE CREW OVERTIME				COMPOSITE RATE	$ 60.33	

FY2019-2020

Garney CONSTRUCTION
ADVANCING WATER

JOC CONTRACT # JOC1914.401

DESCRIPTION	STD RATE	OT RATE
SALARY: PROJECT MANAGER	$ 104.60	$ 156.90
SALARY: PROJECT ENGINEER	$ 58.56	$ 87.85
SALARY: SUPERINTENDENT	$ 83.68	$ 125.52
LEAD: FOREMAN / ASSISTANT SUPERINTENDENT	$ 58.56	$ 87.85
OPERATOR: TRACKHOE	$ 43.51	$ 65.27
OPERATOR: FRONT END LOADER	$ 38.29	$ 57.43
OPERATOR: BACKHOE	$ 31.33	$ 46.99
OPERATOR: CRANES	$ 49.69	$ 74.53
LABORER: PIPELAYER	$ 38.29	$ 57.43
LABORER: COMMON	$ 31.33	$ 46.99
CARPENTERS: FORM WORK	$ 38.29	$ 57.43
CARPENTERS: FINISH WORK	$ 41.77	$ 62.65
CARPENTERS: CEMENT FINISHER	$ 34.81	$ 52.21

***RATES ARE PER HOUR**

Garney CONSTRUCTION
ADVANCING WATER

JOC CONTRACT # JOC1914.401

DESCRIPTION	FHWA RATE
EXCAVATOR: CATERPILLAR 390FL	$ 380.85
EXCAVATOR: CATERPILLAR 374DL	$ 283.74
EXCAVATOR: CATERPILLAR 349F	$ 167.16
EXCAVATOR: CATERPILLAR 336F	$ 114.40
EXCAVATOR: CATERPILLAR 335FLCR	$ 115.92
EXCAVATOR: CATERPILLAR 330F	$ 105.19
EXCAVATOR: CATERPILLAR 325FLCR	$ 87.30
EXCAVATOR: CATERPILLAR 315FL	$ 91.87
EXCAVATOR: CATERPILLAR 308ECR	$ 56.44
WHEEL LOADER: DEERE 744K	$ 116.28
WHEEL LOADER: DEERE 644K	$ 82.28
WHEEL LOADER: DEERE 624K	$ 67.97
WHEEL LOADER: DEERE 544K	$ 61.44
RUBBER TIRE BACKHOE: CATERPILLAR 420F2 IT	$ 33.49
RUBBER TIRE BACKHOE: DEERE 310SK	$ 42.49
FORKLIFT: CATERPILLAR TL1055C	$ 46.15
SKID STEER LOADER: CATERPILLAR 299D	$ 52.20
SKID STEER LOADER: CATERPILLAR 289D	$ 46.66
SKID STEER LOADER: CATERPILLAR 262D	$ 32.16
TRUCK: ON-HIGHWAY WATER TANKER	$ 49.03
TRUCK: ON-HIGHWAY LIGHT DUTY 4X4 DIESEL UTILITY	$ 40.26
TRUCK: ON-HIGHWAY LIGHT DUTY 4X2 GAS	$ 12.89
MISCELLANEOUS: FX30 500GAL VACUUM EXCAVATOR	$ 44.83

***RATES ARE PER HOUR**

THOMPSON PIPE GROUP

1003 MacArthur Blvd
Grand Prairie, Texas 75050
Phone: 972-262-3600

Quote #: 200915-2115

Carl Rodgers Garney Construction	Phone: (913) 302-7724 Fax: Email: crodgers@garney.com	Date: 9/15/2020 Rep.: Vivian Felix

Qty	Item #	Name	Price	Total
4		36" C303 Butt-Strap	$560.00	$2,240.00
2		36" Joint Rings w/ BUR	$600.00	$1,200.00
64	36B303	36" C303 Pipe CL250	$190.00	$12,160.00
8		6" Threaded outlet	$224.00	$1,792.00
		** Freight is not included in prices * Freight to be $3,000.00		
		** 2 day delivery **		
		Sub Total		$17,392.00
		Shipping & Handling		
		Taxes	0.000%	$.00
		TOTAL		$17,392.00

***ALL QUANTITIES ARE ESTIMATED. ACTUAL QUANTITIES WILL BE INVOICED AT QUOTED RATE. STAND-BY TIME WILL BE APPLIED.	

Thank you for your business.

Quote # _____
Today's Date:_____

THOMPSON PIPE GROUP CUSTOMER INFORMATION SHEET

The following information is required prior to scheduling and ordering material.

☐ **Public Work**

☐ **Private Work**

PO #: _____

Name and Location of Job - *Address, Zip and County*

_____
_____
_____
_____

Tax Exempt:
Yes ☐ No ☐
Certificate Attached:
Yes ☐ No ☐
Sales Representative:
_____

Owner Name and Address: ***(If Applicable)***

_____
_____
_____
_____

Phone:
Contact:
***Job Site Contact:**
Cell:

General Contractor Name and Address: ***(If Applicable)***

_____
_____
_____
_____

Phone:
Contact:
***Job Site Contact:**
Cell:

Subcontractor Name and Address: ***(If Applicable)***

_____
_____
_____
_____

Phone:
Contact:
***Job Site Contact:**
Cell:

Is the Job Bonded?
Yes ☐ No ☐

Bond Company Name, Address and Bond Number:
(Surety name - not insurance co):

_____
_____
_____

Phone:
Contact:
Bond No:

**** When available, please attach a copy of the payment bond.***

NOTE: IF PROJECT IS TAX EXEMPT, PLEASE FORWARD
A COPY OF THE TAX EXEMPTION CERTIFICATE. OR YOU WILL BE RESPONSIBLE FOR TAXES

Completed By: _____

Date Completed: _____

THOMPSON PIPE GROUP PRESSURE

PIPELINE SERVICES TERMS AND CONDITIONS:

Scheduling of Welding Services:

Standard lead time for welding services is 2- 3 weeks. Expediting these times is possible depending on volume and project. The actual date/time of service is subject to mutual agreement and the final scheduled date must be confirmed by Thompson Pipe Group Pressure. In the event work is scheduled and subsequently cancelled, Thompson Pipe Group Pressure will make every attempt to reschedule as per your request.

Scheduling of Tapping Services:

Standard lead time for tapping services is 2- 3 weeks. Expediting these times is possible depending on volume and project. The actual date/time of service is subject to mutual agreement and the final scheduled date must be confirmed by Thompson Pipe Group Pressure. In the event work is scheduled and subsequently cancelled, Thompson Pipe Group Pressure will make every attempt to reschedule as per your request.

Material Delivery Terms:

1) DIP mechanical accessories are not included with this quote

2) Freight to be FOB Thompson Pipe Group Pressure facility, pre-paid and add.

3) Standard (non-expedited) delivery times for non-stock materials is estimated 10-12 weeks from approved drawings. Specific delivery dates must be confirmed at the time of order.

4) Material Delivery Terms: F.O.B. Origin

5) Prices are Quoted for Class 250 pipe unless otherwise noted.

II. SPECIAL NOTES PERTAINING TO PRICES QUOTED

The following notes are conditions of the pricing quoted herein:

1) Prices are firm for 30 days from the date of this quote.

2) Pricing includes one laying gasket (polyisoprene, 60 Duro) and one grout wrapper per Thompson Pipe Group Pressure joint. Additional gaskets and diapers will be invoiced accordingly.

3) A cancellation charge applies if the order is cancelled. Materials are ***not eligible for return*** or credit unless specifically authorized by Thompson Pipe Group Pressure ***PRIOR TO RETURNING.***

4) Normal business hours are defined as 8:00am to 5:00pm, Monday thru Friday, exclusive of holidays. OVER TIME CHARGES APPLY IF WORK IS PERFORMED AFTER NORMAL BUSINESS HOURS.

5) STANDBY charges may apply and will Invoiced to buyers account.

6) ALL QUOTED PRICING is contingent upon the customer furnishing materials and/or services as defined below.
7) Contractor or Owner is responsible for providing and mounting tapping valve unless otherwise specified.

8) If these quoted materials are used to connect to an existing concrete pressure pipeline, it is the responsibility of the purchaser to ensure that the existing pipeline is properly restrained to account for any thrust forces that may result from this modification. Please contact Thompson Pipe Group Pressure staff if there are any concerns or questions regarding the use of this material.

Site Preparation

1) Contractor or Owner is responsible for arranging and paying for all necessary permits, licenses, fees and/or inspections

2) Contractor or Owner is responsible for all excavation de-watering, ventilation and/or scaffolding necessary to provide clear and safe workspace per applicable OSHA requirements.

3) Contractor or Owner is responsible for removal of all hazardous and /or explosive chemicals from within pipeline, and surrounding area

Safety

1) Contractor or Owner is responsible for site excavations must meet Occupational Safety and Health Administration (OSHA) Safety Standards

2) CONFINED SPACES WILL NOT BE ENTERED UNTIL OSHA PERMIT ENTRY PROCEDURES HAVE BEEN COMPLETED to our personnel's satisfaction.

3) The work site location must be accessible by a suitable roadway from a public highway. If the jobsite location or site conditions require barricades, traffic control or assistance, you or your representative must furnish barricades and assistance.

4) Site conditions MUST be suitable for safe and efficient welding / tapping. If Wet / Muddy conditions exist, rock, pallets or other acceptable material must be employed to facilitate safe and efficient work conditions.

Equipment & Utilities - Personnel to operate required.

1) Contractor or Owner is responsible to furnish electric power and lighting as required by us to perform our work.

2) Contractor or Owner is responsible to furnish an air compressor capable of operating and delivering compressed air at 120 cfm at 90 psi.

3) Contractor or Owner is responsible for furnishing any necessary lifting equipment to lift, move, set or place our furnished equipment or materials.

Labor

1) Contractor or Owner is responsible to furnish at a minimum, one man designated as your representative to provide safety oversight. Your representative must always be available to us when we are performing work on site for you.

2) Contractor or Owner is responsible to furnish labor to assist in rigging or handling materials in and out of work area.

3) Contractor or Owner is responsible for Pipeline Preparation

4) Thompson Pipe Group provides grout material and labor to grout the saddle and the gland. Thompson Pipe Group provides and installs diaper. Thompson Pipe Group DOES NOT provide material or labor to fill diapers with grout / mortar unless otherwise specified.

5) You or your representative will be asked by our personnel to verify and confirm the pipeline operating pressure is reduced to a safe working limit (generally <90 psi)

6) Contractor or Owner is responsible for Post Repair

7) Contractor or Owner is responsible for Clean-up and debris removal.

8) Contractor or Owner is responsible for Inspection of the work and sign off / acceptance of completion.

9) Contractor or Owner is responsible for Restoring the pipeline and site to service after our work is complete

10) TAPPING: Coupon retrieval is not guaranteed and in the event the coupon is not retrieved, or pilot bit is broken, Thompson Pipe Group Pressure is not liable for any costs associated with retrieval.

ESCALATION Prices are firm for material shipped within 120 days of our acceptance of your order. Prices for material shipped after 120 days will be increased 1.5% per quarter until complete shipment is made on the order.

DELIVERY Ready-to-ship/delivery noted elsewhere within this quotation is based on current production schedules and is based on your release for manufacturing or our receipt of approved drawings, and receipt of purchase order. Completed at a rate jointly determined by the purchaser and seller, subject to the terms and conditions herein. Changes in our production schedule prior to acceptance of this quotation may require adjustments in the delivery estimate. NOTE: Jobsite must be accessible to normal truck/trailer operations with no pushing or pulling allowed on truck/trailer.

Only items specifically stated are included in the price(s).

PAYMENT TERMS Payment in full is due 30 days after date of invoice. Retainage is not allowed.

SERVICE CHARGE 1.5% per month on the unpaid balance will be due on all amounts unpaid 30 days after the due date.

ACCEPTANCE This quotation is valid for acceptance for 30 days from date of bid shown on this quotation. If an award is not made within that time, we will accept an order from you contingent upon your receipt of a contract with the owner.
SERVICE WARRANTY All service work, including but not limited to tapping, welding, line stop, field representation performed by us is subject to the satisfaction and acceptance of the customer at the time of performance, and no other responsibility or liability is accepted or implied by us.

BASIS OF QUOTATION This quotation is made subject to the attached terms and conditions. All quotations are subject to correction of stenographic errors.

III. THOMPSON PIPE GROUP ATTACHMENTS PROVIDED WITH THIS QUOTATION

Attachments:

- Quote

- Customer Information Sheet (COMPLETE AND RETURN WITH ORDER)

IV. Sales Tax:

TAXES Sales or Use Tax are not included. Purchaser is responsible for payment of any such assessments. If project is tax exempt, purchaser must furnish a tax exemption certificate at time of signing quotation, or tax will be invoiced.

CUSTOMER ACCEPTANCE:

Company: _____

Print Name: _____

Title: _____

Thompson Pipe Group Pressure Quote Number: _____

Capital Pump & Equipment

9229 S Hardy Drive Tempe, AZ 85284
Phone: 480-626-5257 Email: Sales@cpepumps.com

Quote #: CP20-2031

Job Name: GRIC - 6" Pump and Hoses
Rental Quote

Customer: Garney Construction
4435 East Holmes Avenue, Suite 102
Mesa, AZ 85206

Location: Chandler, AZ

Contact: Carl Rodgers
Phone: 913-302-7724
Email: crodgers@garney.com

Rental Equipment **RATES**

Qty	Unit	Rental Period	Description	Day	Week	4 Week	Total
1	EA	1 Week	Pump, Pioneer 6" PP66S12	$ 250.00	$ 750.00	$ 2,250.00	$ 750.00
1	EA	1 Week	Hose, 6" x 20' Suction	$ 30.00	$ 90.00	$ 270.00	$ 90.00
1	EA	1 Week	Hose, 6" x 10' Suction	$ 30.00	$ 90.00	$ 270.00	$ 90.00
3	EA	1 Week	Hose, 6" x 50' Layflat	$ 35.00	$ 105.00	$ 315.00	$ 315.00
1	LOT	1 Week	Misc. Pipe, Hose and Fittings	$ 15.00	$ 45.00	$ 135.00	$ 45.00

QUANTITIES ARE ESTIMATES
QUANTITIES USED WILL BE BILLED

1 Week Rental Total	$1,290.00
Delivery	$150.00
Pick-up	$150.00
Estimated Install Labor	$450.00
Estimated Removal Labor	$225.00
Quote does not include applicable taxes	
ESTIMATE TOTAL -	**$2,265.00**

Prepared by: Tyler Larkins

Accepted by:

Date: Thursday, September 17, 2020

Date:

Subject to Terms and Conditions on Page 2

Estimate valid for 30 days from issuance date

Capital Pump & Equipment

9229 S Hardy Drive Tempe, AZ 85284
Phone: 480-626-5257 Email: Sales@cpepumps.com

Terms, Conditions & Specifications

1. Customer agrees to abide by the terms and conditions on the purchase or rental contract.

2. Quantities are estimates and system is designed with information supplied by the customer. Any additional requirements will incur additional charges.

3. Customer responsible for all permits, traffic control, road crossings, etc.

4. Customer responsible for all FUEL & PM SERVICE during pump rentals.

5. Pump rate is based on **8 hour day, 48 hour week, 192 hour 4 week.**

6. Overtime Charges, if applicable, are Computed: (Monthly Rate / 192) X .5 = O/T Charge Per Hour

7. Labor rate is for normal working hours. Weekend or nighttime will incur additional charges.

8. Rental begins when equipment leaves CPE branch. Pumping systems are on rent during installation.

9. If Water Bridges are rented, they are placed under customer's direction. Customer accepts sole responsibility for placement, ongoing maintenance, and suitability for use in each specific traffic location.

JOB SPECIFIC TERMS, CONDITIONS & SPECIFICATIONS

General Conditions
Appendix 4

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Garney Companies, Inc.

(hereinafter "Principal"), and The Continental Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Pennsylvania with its principal office in the City of Chicago, IL, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Chandler, AZ (hereinafter "Obligee") in the amount of One Hundred Eleven Thousand Two Hundred Twenty and 02/100 (Dollars) ($111,220.02), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated

the _____ day of _____, 20___ for construction of **Lone Butte Effluent Pipeline Repair; Project Number WW2103.402** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 19th day of November, 2020

Garney Companies, Inc.
PRINCIPAL SEAL

By _____
Joel Heimbuck, Director

GARNEY COMPANIES, INC. CORPORATE SEAL MISSOURI

Arthur J. Gallagher & Co.
AGENT OF RECORD

The Continental Insurance Company
SURETY SEAL

1160 Battery Street, Suite 360,
San Francisco, CA 94111
AGENT ADDRESS

By: _____
K. Zerounian, Attorney-In-Fact

THE CONTINENTAL INSURANCE COMPANY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On November 19, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. MOODY
COMM. #2225134
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2022

Signature _____ **(Seal)**

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Gillian Bhaskaran, T Le, Brittany Kavan, Individually

of San Francisco, CA, and Lafayette, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of April, 2019.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of April, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of , .

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, CHRISTINA URIAS, Director of Insurance of the State of Arizona, do hereby certify that

THE CONTINENTAL INSURANCE COMPANY
Domiciled in Pennsylvania
NAIC NO. 35289

has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is October 1, 2006.

Christina Urias
Director of Insurance

E/46 (11/03)

0003658

Bond No. 30095656

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Garney Companies, Inc.

(hereinafter "Principal"), as Principal, and The Continental Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Pennsylvania with its principal office in the City of Chicago, IL, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Chandler, AZ (hereinafter "Obligee") in the amount of One Hundred Eleven Thousand Two Hundred Twenty and 02/100 ——— (Dollars) ($111,220.02 ——), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20___ for construction of Lone Butte Effluent Pipeline Repair; Project Number WW2103.402 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this 19th day of November, 2020.

Garney Companies, Inc.
PRINCIPAL SEAL

By _____
Joel Heimbuck, Director

GARNEY COMPANIES, INC. CORPORATE SEAL MISSOURI

Arthur J. Gallagher & Co.
AGENT OF RECORD

The Continental Insurance Company
SURETY SEAL

1160 Battery Street, Suite 360,
San Francisco, CA 94111
AGENT ADDRESS

By _____
K. Zerounian, Attorney-In-Fact

THE CONTINENTAL INSURANCE COMPANY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On November 19, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

Signature _____ (Seal)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Gillian Bhaskaran, T Le, Brittany Kavan, Individually

of San Francisco, CA, and Lafayette, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of April, 2019.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of April, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of , .

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, CHRISTINA URIAS, Director of Insurance of the State of Arizona, do hereby certify that

THE CONTINENTAL INSURANCE COMPANY
Domiciled in Pennsylvania
NAIC NO. 35289

has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is October 1, 2006.

Christina Urias
Director of Insurance

E146 (11/03)

29 9 456

0003658

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **LONE BUTTE EFFLUENT PIPELINE REPAIR**
Project No.: **WW2103.402**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **LONE BUTTE EFFLUENT PIPELINE REPAIR**
Project No.: **WW2103.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WW2103.402** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-080

Date: February 8, 2021

To: Mayor and Council

Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
John Knudson, Public Works and Utilities Director
Kevin Lair, Transportation Manager
Andrew Goh, Capital Projects Manager

From: Daniel Haskins, Engineer

Subject: Professional Services Agreement No. ST1909.451, with Tristar Engineering and Management, Inc., for the Alley Rehabilitation PM10 Dust Emissions Project Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. ST1909.451 to Tristar Engineering and Management, Inc., for the Alley Rehabilitation PM10 Dust Emissions Project Construction Management Services, in an amount not to exceed $226,618.88.

Background/Discussion:

The Environmental Protection Agency (EPA) has developed ambient air quality trends for particle pollution, also called particulate matter. PM10 describes inhalable particles with diameters that are generally ten micrometers and smaller. In 2007, Maricopa County approved a regional PM10 reduction plan imposed by the EPA. The City continues to perform alleyway rehabilitation to adhere to this regional plan.

The project scope of work includes pre-construction assistance, construction management contractor oversight, construction administration and inspection, utility coordination, materials testing quality assurance, Federal Highway Administration funding compliance, and project close-out. Services also include public outreach and coordination with affected residents and businesses. The contract completion time is 180 calendar days following Notice to Proceed.

A related Construction Contract with Cactus Asphalt, a Division of Cactus Transport, Inc., for the Alley Rehabilitation PM10 Dust Emissions Project, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. Staff recommends approval of this agreement with Tristar Engineering and Management, Inc., based on qualifications relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

This project is funded by 94.3% federal funds and 5.7% local funds.

Fiscal Impact

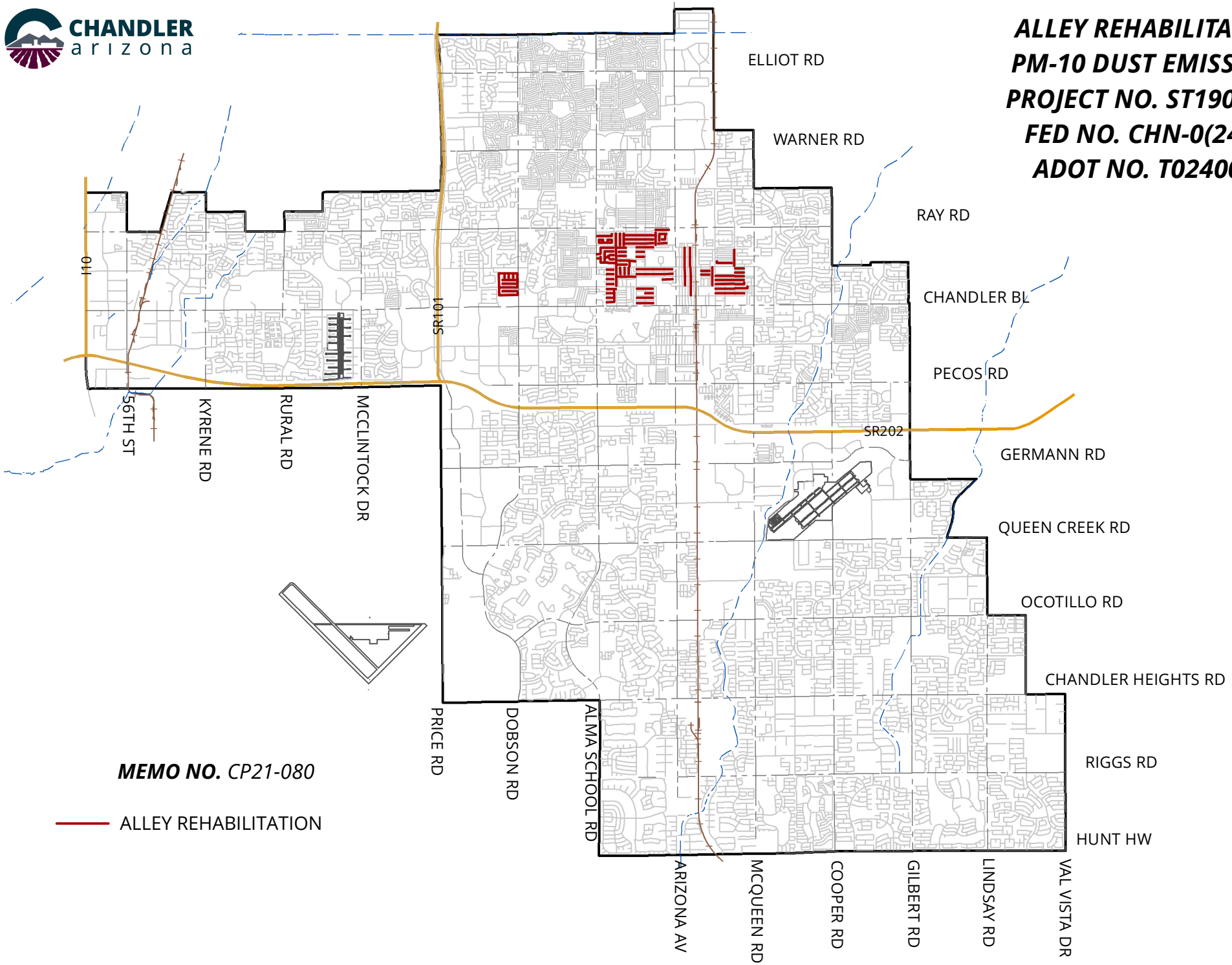
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
417.3310.6513.6ST248	Capital Grants	Street Repaving	$213,702.00	Y
411.3310.6513.6ST248	Streets General Obligation Bonds	Street Repaving	$12,916.88	Y

Attachments

Location Map
Agreement

CHANDLER arizona

ALLEY REHABILITATION
PM-10 DUST EMISSIONS
PROJECT NO. ST1909.451
FED NO. CHN-0(245)D
ADOT NO. T024001C



MEMO NO. *CP21-080*

ALLEY REHABILITATION

NTS

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PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
ALLEY REHABILITATION PM 10 DUST EMISSIONS

Project No. ST1909.451; FEDERAL ID NO.: CHN-0(245)D; ADOT NO.: T024001C

Council Date: February 11, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Tristar Engineering and Management, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Construction Management Services for **ALLEY REHABILITATION PM 10 DUST EMISSIONS** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **180** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$226,618.88** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008

With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Mr. John Akin Tristar Engineering and Management, Inc. 135 E. Chilton Dr., Ste. 201 Chandler, AZ 85225

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement. City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without

written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section Ill of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section Ill of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its

agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their

compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information

as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that

data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and

exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this

Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Tristar Engineering and Management, Inc.

_____ **1-26-2021**
Signature Date

John Akin
Print Name

President
Title

jakin@tristar-az.com
Email

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

TRISTAR
Engineering and Management, Inc.

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
ST1909-451 CHN0245D T024001C Alley Rehab PM 10
(FHWA FUNDED PROJECTS)

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting.

ii. Consultant must attend the pre-construction public meeting.

iii. Consultant must attend three (3) coordination meetings with the Public Outreach Consultant to review improvements and properties requiring specific outreach efforts.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes sixteen (16) weekly meetings will be held.

B. Task 2.2 CPM Schedule

i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes four (4) reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of eight (8) RFI responses.

D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of five (5) reviews.

E. Task 2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivatons) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes five (5) RFPs.

F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes five (5) FD's.

G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of four (4) payment applications, with two (2) reviews each.

H. Task 2.8 Public Outreach

i. Consultant must provide public outreach services, whether by Consultant or subconsultant. Tasks will include: create and maintain project website; maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log; public weekly email updates; public interactions with property owners as a liaison between property owners and the City; coordination meetings; project meetings; public meeting coordination; federal funds required partnering process (project team partnering meeting, maintaining status).

3. CONSTRUCTION ADMINISTRATION

A. Task 3.1 Federal Compliance Administration

i. Consultant must conduct Contractor and Sub-contractor laborer interviews.

B. Task 3.2 Administrative Support

i. Consultant must provide administrative support to City staff for federal reporting requirements. Consultant assumes one (1) administrative assistant for eighteen (18) weeks at four (4) hours per day for two (2) days per week.

4. CONSTRUCTION INSPECTION

A. Task 4.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes one (1) inspector full time forty (40) per week for four (4) months, and one (1) part-time inspector as-needed for forty (40) hours per week for two (2) weeks.

B. Task 4.2 Landscape / Irrigation Inspection Services

i. N/A

C. Task 4.3 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

5. UTILITY COORDINATION

A. Task 5.1 Utility Coordination

i. N/A

6. MATERIALS TESTING

A. Task 6.1 Quality Control (QC) Test Program

i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City, MAG, and ADOT requirements; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

B. Task 6.2 Quality Assurance (QA) Test Program

i. Consultant must prepare and maintain a materials Quality Assurance plan per City, MAG, and ADOT requirements. QA plan will be reviewed and approved by ADOT prior to initiating construction activities.

ii. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

C. Task 6.3 Material Certifications

i. Consultant must review and verify material certifications are met including "Buy America" requirements; and prepare and maintain materials certificate and "Buy America" requirement submittal log.

D. Task 6.4 Independent Assurance (IA) Test Program

i. Consultant must provide 3rd party independent quality assurance sampling and testing per the approved QA program produced in task 6.2.i.

7. RECORD DRAWINGS

A. Task 7.1 Record Drawings

i. Review and monitor Contractor's weekly updates on red-line drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Overtime and/or Extra Hours Allowance will be used only in the event the contractor's schedule requires additional hours beyond a 40-hour work-week for the inspector.
4. Contract work must be performed in accordance with Exhibit D Title VI Assurances Appendix A and Exhibit E Title VI Assurances Appendix E.

MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

January 11, 2021

Mr. John Akin
Tristar Engineering
10625 N. 25th Avenue, Suite 103
Phoenix, Arizona 85029

Dear John:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal for public outreach services for the City of Chandler's Alley Rehabilitation PM10 Dust Emission Project (ST1909.451 CHN0245D T024001C), which will resurface alleys in four segments of Chandler neighborhoods. Public outreach is an important element in projects that may impact neighboring residents and businesses and provides a link between the project and the community it impacts. The City of Chandler has developed a strong relationship with its residents and businesses, and it's important these relationships are maintained throughout construction projects.

There are a variety of public outreach tools which can be used to establish appropriate communication with the effected stakeholders of a project. The services included in this scope and fee are based on our experience with the City of Chandler and the information you provided from your discussions with the City. This estimate is based on an estimated 120-calendar day (4-month) construction schedule, and currently slated to begin in early February 2021. In addition, the public outreach services have been categorized into tasks; however, adjusting one task may require adjustment of other tasks as there are economies of scale and efficiencies embedded in the cost estimate.

Please take a moment to review this scope and cost estimate and if I've missed or misunderstood any of the project characteristics, or if you'd like to customize this proposal in some other way, please let me know.

Task 1.1: Pre-Construction Assistance: MakPro will attend a pre-construction kick-off meeting, a pre-construction public meeting and also up to three (3) coordination meetings to discuss improvements and specific public outreach efforts. (12 hrs)

Task 2.8: Public Outreach: This effort includes various public outreach components:
Website: Makpro shall develop and maintain a project website for the project, capable of multilingual information, in Spanish and Chinese, which will include information about the construction schedule and how to contact the project team. The site will be updated with any new information on a regular basis. (10 hrs)

Hotline: MakPro shall maintain a 24-hour project hotline to respond to inquiries or complaints, maintain a call log and coordinate with the project team to respond to calls. ($200/mo hotline cost)

E-updates: MakPro will coordinate with community or property managers to provide e-updates on a regular basis, related to upcoming work and schedule. (8 hrs)

Project & Partnering Meetings: MakPro will prepare for and attend approximately 14 project progress meetings during construction (4 months), as well as participate in ongoing team communications throughout the project. This task also includes monitoring the partnering process with monthly partnering evaluations and tracking. (20 hrs)

Community Contact: MakPro will send out notifications via mail in advance of work taking place in alleys so that nearby neighbors will know of the project and how to contact the project team. Reimbursable expenses of postage/printing for notifications are included in the reimbursable allowance. Based on our previous experience, the distribution area would be to homes/properties on either side of the alley, with approximately 1,700 pieces for mailing for all four segments. (14 hrs)

The total cost for public outreach services as identified above **based on a 4-month construction schedule should not exceed $11,000.00 which includes an allowance of $2,800 for reimbursable expenses, such as printing and postage of notifications, and also a $1,000 allowance for translation services.** This cost estimate assumes a labor rate of $110/hour for principal and $90/hour for associate hours, as well as a flat fee of $200/mo for the project hotline. Excluded from this estimate are any unusual out-of-pocket expenses requested by the sponsor. In addition, the estimate incorporates efficiencies from one task/activity to another, so removal of an activity may require an adjustment of hours in other activities.

Activity	Principal Hrs ($110/hr)	Associate Hrs ($90/hr)	Total
Public Outreach Services			
Task 1.1: Pre-Construction Assistance	6	6	$1,200
Task 2.8: Public Outreach Project Hotline	26	26	$5,200 $800
Subtotal	32	32	$7,200
Reimbursable Allowance (printing/postage for notifications)			$2,800
Translator Allowance			$1,000
Grand Total			$11,000

This proposal assumes any displays, exhibits, engineering designs or details, required for public information will be provided by the owner, the design engineer, or the contractor. MakPro is not responsible for documenting existing property conditions, project signage or traffic signage. Changes of substance to this proposal during the project may affect the final cost.

Thank you for the opportunity to work with Tristar and the City of Chandler on this exciting project. Should you have questions or need additional information related to this proposal, please feel free to contact me at (480) 890-1927.

Sincerely,

Teresa Makinen
Principal

COST ESTIMATE SUMMARY

SUB CONSULTANT : QT

PROJECT NAME : ST1909-451 CHN0245D T024001C Alley Rehab PM 10

PROJECT OWNER: City of Chandler

PROJECT NUMBER: 21006

GENERAL INFORMATION / ASSUMPTIONS

BASIS OF ESTIMATE

1 **ESTIMATE Amount Based on Defined Scope:** This cost proposal is considered an **initial** Time & Materials cost estimate, subject to the GENERAL INFORMATION/ASSUMPTIONS as defined herein. For the estimate amount, QT will perform the requested Quality Assurance (QA) sampling and testing, both field and lab, that is specifically identified in the project documents, or other project controlling documents, at the time of this estimate.

Assumptions of Production:
We have assumed total of up to **87 trips (or 174 hours) for materials testing services on this project.** This is proposed as an assumed on-call time and materials basis. Any work or site visits that are outside those specified in the cost breakdown is beyond the scope of this proejct and subjeect to additional charges based on the referenced hourly or unit rates.

Work Outside of Defined Scope: If sampling and testing work is requested by the client that is not already defined in the project documents, such work will be accommodated; however, compensation for such services shall be in addition to the Estimate amount. QT encourages client project management to inform job level project staff that requests for services outside the originally defined QA scope will result in additional costs. Once identified, QT management will send client project management a Supplemental Agreement (SA) form, defining the scope, cost, and description of any requested additional work. Preferably, the requested additional work will not be performed until after the SA form is signed and returned by client management. However, because requests are often the result of unplanned events, and in order to not impact the construction schedule, some work may be performed prior to the SA form being generated and returned. Regardless, by requesting the additional services, and then allowing them to be performed on the project, the client is accepting the responsibility to pay for requested services.

Schedule: The estimate amount was developed prior to bid and without the benefit of a detailed project schedule. In order to properly plan resource utilization after the bid, the client shall provide QT with a detailed base schedule prior to construction. Using this detailed base schedule, QT will redistribute the pre-bid designated manpower and testing resources in accordance with the actual planned sequence and duration of scheduled construction activities. This redistribution of resources will be provided to client management for comment and to further clarify the scope of planned services. Significant deviation from the base schedule that results in extra field presence, or extra samples, may be considered extra work.

References that Define QA Requirements: This cost proposal is based upon the QT's interpretation of sampling and testing requirements from the supplied plans and specifications. If these interpretations are in error, if they change, or if the client elects to alter the sampling criteria, QT reserves the right to revise the scope and fee to fit these changes to the assumptions.

2 **QA Periodic Report Summaries:** Reports will be provided on a weekly basis, although test results will be conveyed in real time as requested by the Client. Weekly Reports will be submitted to the designated client representative by Tuesday of the week following the week in which the work was performed. Reports shall show all QA sampling and testing activities performed by QT during the reporting period. Reports from non-QT entities (i.e. suppliers, other firms, etc.) will be included if provided by the client. QT utilizes a sophisticated materials testing information system for managing and reporting on project test information. Reports from this system will be provided in pdf format for use by client.

3 **Invoicing:** Invoicing will occur on a 4 week cycle. Each invoice shall include original scope charges that represent an appropriate, and defined, fraction of the original scope estimate amount. In the event that extra work is requested and provided during the invoicing period, such services shall be identified separately from the original scope charges on invoices. Additional work shall be calculated based on the unit prices defined in this cost proposal, or as otherwise superseded in specific Supplemental Agreements.

4 **Laboratory Facility:** This estimate is based upon all laboratory testing being conducted in QT's AASHTO Accredited testing facility. The QT facility is a full service production laboratory that services numerous project's simultaneously. Efforts are always made to prioritize samples in accordance with project needs.

COST ESTIMATE SUMMARY

SUB CONSULTANT : QT

PROJECT NAME : ST1909-451 CHN0245D T024001C Alley Rehab PM 10

PROJECT OWNER: City of Chandler

PROJECT NUMBER: 21006

GENERAL INFORMATION / ASSUMPTIONS

LABOR POSITIONS

5 **Materials Supervisor** - This person will begin immediately upon notice to proceed and will be involved during the entire contract. This person will be dedicated to managing the day to day field and lab materials testing efforts. Initially, this person will work with the client Manager to develop the Materials Testing Plan for the project. Then, this person will ensure that testing frequencies are being satisfied, that non-conformance issues are being properly addressed and rectified, that both field and lab test data is being properly reflected in the QT Materials Information Database, that project specific Periodic Materials Testing Reports are being prepared, transmitted and supported in a timely and accurate manner, and that both physical and personnel resources are provided to the job as scheduled and appropriate. This person will also attend and participate in project meetings when requested and will be the focal point for communication and coordination of materials testing activities between QT and the Client.

6 **Field Technician(s)** - In general, field technician(s) shall be assigned to the project in accordance with the SCHEDULED PROJECT MAN-HOURS sheet of this cost proposal, or as modified by a post-bid schedule evaluation. The technician(s) will cover the requested materials sampling and field testing requirements on the project per the scope of the originally defined estimate amount. For most efficiency and familiarity, use of the consistent personnel pool is always the objective, but cannot be guaranteed. Technician time is charged on a portal to portal basis and related vehicle charges will apply.

7 **Reporting Technician** - A reporting technician will accumulate and draft weekly reports for Materials Supervisor to review, evaluate, finalize, and transmit to the Client in a timely fashion. This allows the Materials Supervisor to focus on report content in lieu of data input.

8 **Lab Technician** - Lab Technician Indirect hours have been shown on the SCHEDULED PROJECT MAN-HOURS sheet of this cost proposal for information only. A reasonable, approximate estimate of lab testing quantities is reflected in this cost proposal.

QT CONTINGENCY SERVICES

9 The hours estimated herein do not include activities at fabrication yards or supplier production sites located off of the project. In addition, non-compliance and associated retesting is also not accounted for in this estimate. If needed or wanted, these services may require additional hours and lab testing costs.

10 QT's intent is to satisfy the project QA materials testing needs within the regular labor assumptions defined in this cost proposal. Based on past similarly staffed projects, overtime is typically not intended, but often incurred due to the contractor work schedule. Overtime often results from long work days, uncontrollable field delays, weekend and night work, schedule intensity increases, owner agency mandates, etc.. This cost proposal assumes zero overtime. QT will attempt to accommodate short term multiple work shifts, weekend work, night work, shift irregularity, and other unforeseen labor demands within this assumption. However, if concurrent work activities go beyond the capacity of the herein stated manpower assumptions, QT will work closely with the client to prioritize QA materials testing activity coverage and to adjust technician schedule in an ongoing Time & Mateirals basis.

11 All of the QT positions discussed in the QT SERVICES above are based on an assumption of 0% overtime (i.e. 40 regular hours plus 0 overtime hours per week). Time will be billed as actually worked. Overtime will be considered time in excess of 40 hours in a week, or on weekends, or in excess of 8 hours in a day, or during intermittent night shifts.

12 **Scheduling Cancellation:**
For any unforeseen circumstances a technician is cancelled upon their arrival onsite for scheduled activities, the client will be responsible for all charges associated with travel from portal to portal. This is considered services outside the originally defined QA scope and will result in additional costs.

Jaye Richardson, Sr. Project Manager — 1/13/2021
Name — Date

Signature

ACS Services LLC

Geotechnical Engineering, Construction Material Testing, Special Inspections
DBE - WBE - SBE

Date: January 7,2021

Tristar Engineering & Management, Inc.
Attn: John Akin, PE
10625 North 25th Avene, Suite 103
Peoria, Arizona 85345

Phone: 602-568-4661 Email: jakin@tristar-az.com

Subject: **ST1909-451 CHN0245D T024001C Alley Rehab PM 10**

Proposal No.: **2130101**

ACS Service LLC is pleased to present the following proposal to conduct Independent Assurance Materials Testing Services at the subject site. Our fee estimate for this project is based on the lab testing quantities calculated directly from plan quantities and testing frequency required in the specifications. ACS looks forward to the opportunity of working with you.

Our Contact Information: **2235 West Broadway Road, Mesa, Arizona 85202**
Office: (480) 968-0190 Fax: (480) 968-0156
Estimator: Sean Mayfield - sean@acsservicesllc.com

Estimate Includes:

A. Fee for technician includes: portal to portal technician time and field testing equipment.

B. Standard Independent Assurance Control testing typical of related projects, excluding those items listed below.

C. This quote is based on 2 hour minimum technician charge per trip. Overtime will be billed at a 1.5 multiplier of normal hourly rate for weekends, holidays, and over 40 hours in a week.

D. Laboratory testing is based on per test pricing.

Estimate Excludes:

E. Accelerated construction schedule and unforeseen conditions such as weather, stand by delays, re-testing, repairs, schedule changes, project sequencing, customer requests, change orders, etc.

F. Process control testing on the production of mineral aggregates, concrete aggregates, and additional other construction materials is the responsibility of the respective material suppliers.

G. Other testing/services: concrete and asphalt prequalification mix design; batch plant/precast plant inspections; environmental testing.

H. Asphalt coring.

Based upon the estimated schedule, materials quantities and specified testing requirements, the estimated cost for conducting our services is:

$5,103.06

A breakdown of this pricing is attached. All prices quoted are valid for 6 months from the date stated on this proposal.

Actual Cost based on Time and Materials and Unit Pricing

EXHIBIT "B"
COMPENSATION AND FEES

TRISTAR
Engineering and Management, Inc.

EXHIBIT "B-1"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
ST1909-451 CHN0245D T024001C Alley Rehab PM 10
FEE SCHEDULE (FHWA FUNDED PROJECTS)

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 4,499.73
	SUBTOTAL TASK 1:	**$ 4,499.73**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 11,674.97
2.2	CPM Schedule	$ 1,945.83
2.3	Requests for Information (RFI)	$ 3,891.66
2.4	Shop Drawing Submittals	$ 3,648.43
2.5	Requests for Proposal (RFP)	$ 3,648.43
2.6	Field Directive (FD)	$ 3,648.43
2.7	Contractor Payment Applications	$ 2,918.74
2.8	Public Outreach	(Included below)
	SUBTOTAL TASK 2:	**$ 31,376.47**
3	**CONSTRUCTION ADMINISTRATION**	
3.1	Federal Compliance Administration	$ 1,038.79
3.2	Administrative Support	$ 12,039.81
	SUBTOTAL TASK 3:	**$ 13,078.60**
4	**CONSTRUCTION INSPECTION**	
4.1	Inspection Services	$ 83,356.43
4.2	Landscape/Irrigation Inspection Services	N/A
4.3	Project Closeout	$ 1,803.94
	SUBTOTAL TASK 4:	**$ 85,160.37**

5	**UTILITY COORDINATION**	
5.1	Utility Coordination	N/A
	SUBTOTAL TASK 5:	**$ -**
6	**MATERIALS TESTING**	
6.1	QC Test Program	$ 972.91
6.2	QA Test Program	$ 972.91
6.3	Material Certifications	$ 1,945.83
6.4	IA Test Program	$ 207.76
	SUBTOTAL TASK 6:	**$ 4,099.41**
7	**RECORD DRAWINGS**	
7.1	Record Drawings	$ 2,462.69
	SUBTOTAL TASK 7:	**$ 2,462.69**
SUBCONSULTANTS		
MakPro Services, LLC		$ 11,000.00
Quality Testing, LLC		$ 49,838.55
ACS Services, LLC		$ 5,103.06
		$ -
	SUBTOTAL SUBCONSULTANTS:	**$ 65,941.61**
ALLOWANCES		
Overtime and/or Extra Hours Allowance		$ 10,000.00
Owner's Allowance		$ 10,000.00
	SUBTOTAL ALLOWANCES:	**$ 20,000.00**
	PROJECT TOTAL:	**$ 226,618.88**

Quality Testing, LLC
175 S Hamilton Place, Bldg 6, #114
Gilbert, AZ 85233
(480) 496-2000 · (480) 496-2001
www.qt-corp.com

SUB CONSULTANT :	**QT**
PROJECT NAME :	**ST1909-451 CHN0245D T024001C Alley Rehab PM 10**
PROJECT OWNER:	**City of Chandler**
ESTIMATE NUMBER:	**21113-01**

Project Description:

See contract documents.

Estimate Amount Defined Scope: This cost proposal is considered an estimate, subject to the GENERAL INFORMATION/ASSUMPTIONS as defined herein. For the estimate amount, QT will perform Quality Assurance / Acceptance sampling and testing, both field and lab, that is specifically identified in this cost estimate.

Cost Estimate Summary:

Total Extended QT Direct Billable Labor (Includes Labor as defined on PROPOSAL SUMMARY)	**$**	**26,498.55**
Total Laboratory Testing Fees (Includes All Laboratory Testing)	**$**	**21,165.00**
Total Other Direct Costs (Includes Vehicle, Subcontracted Services, etc. if Applicable)	**$**	**2,175.00**
Total Estimate of All Fees	**$**	**49,838.55**

The following pages identify the time frame, resourcing, and other assumptions used in developing this cost estimate. Assumptions are based on the information provided by your office, and QT's experience on similar projects, at the time of this proposal. If there are changes to the contractor's schedule, re-testing, additional site visits or other items that are not part of the originally assumed visits, these visits will be outside this scope of work. Items outside this scope of work will be extra work that will be billed to the contractor based on the units and rates established here within.

Jaye Richardson, Sr. Project Manager — Estimator

1/13/2021 — Date

Signature

PROPOSAL SUMMARY

PROJECT NAME : **ST1909-451 CHN0245D T024001C Alley Rehab PM 10**

SCOPE OF SERVICES: **Quality Assurance/Acceptance Testing**

LABOR FEES

CLASSIFICATION	LABOR TYPE	REG HOURS	REGULAR RATE	ASS'D % OT	OVERTIME HOURS	OVERTIME RATE(1)	EXTENDED LABOR COST
Registered Engineer	Direct	2	$ 174.95			$ 174.95	$ 349.90
Materials Project Manager	Direct	35	$ 146.53			$ 146.53	$ 5,128.55
Materials Data Coordinator	Direct	70	$ 119.70			$ 179.55	$ 8,379.00
Materials Field Technician	Direct	174	$ 72.65			$ 108.98	$ 12,641.10
Materials Lab Technician	Indirect	317	$ -				
(1) Regular Rate X Overtime Premium of 1.5						**SUBTOTAL DIRECT LABOR**	**$ 26,498.55**

VEHILE AND PER-DIEM CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED VEHICLE AND PER-DIEM
Trip Charge	87	EA	$ 25.00	$ 2,175.00
			SUBTOTAL VEHICLE AND PER-DIEM CHARGES	**$ 2,175.00**

OTHER PROJECT DIRECT CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED OTHER PROJECT CHARGES
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL OTHER PROJECT DIRECT CHARGES	**$ -**

LAB TESTING FEES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED LABORATORY FEES
416 - Sieve Analysis	17	EA	$ 75.00	$ 1,275.00
725 - Saybolt Visosity	17	EA	$ 150.00	$ 2,550.00
728 - Storage Stability	17	EA	$ 190.00	$ 3,230.00
727 - Emulsion Sieve Test	17	EA	$ 120.00	$ 2,040.00
713 - Residue by Distillation	17	EA	$ 260.00	$ 4,420.00
623 - Penetration	17	EA	$ 110.00	$ 1,870.00
618 - Ductility	17	EA	$ 150.00	$ 2,550.00
627 - Solubility	17	EA	$ 190.00	$ 3,230.00
		EA		$ -
		EA		$ -
				$ -
				$ -
			TOTAL LABORATORY TESTING FEES	**$ 21,165.00**

TOTAL ESTIMATE OF ALL FEES **$ 49,838.55**

Jaye Richardson, Sr. Project Manager
Estimator

January 13, 2021
Date

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

2.5 *Cyber Technology Errors and Omissions, Network Security, and Privacy Liability Insurance.* The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement with a limit of not less than $3,000,000 for each occurrence, $3,000,000 aggregate. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Consultant must maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Consultant must maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Consultant contends that any of the insurance it maintains pursuant to other sections of this Exhibit C satisfies this requirement (or otherwise insures the risks described in this section), then Consultant must provide proof of same.

2.5.1. The insurance must provide coverage for the following risks:

2.5.1.1 Liability arising from theft, dissemination, or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

2.5.1.2 Network Security Liability arising from the unauthorized access to, use of, or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

2.5.1.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

2.5.2. The policy must provide a waiver of subrogation.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

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

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

EXHIBIT "E"
FEDERAL REQUIREMENTS

FEDERAL DOCUMENTS

Professional Services
With 0% No Goal – DBE Race Neutral

FEDERAL FUNDED PROFESSIONAL SERVICES
CONTRACT DOCUMENTS
TABLE OF CONTENTS

CITY PROJECT NAME: **ALLEY REHAB PM10 DUST EMISSIONS**
CITY PROJECT NO: **ST1909-451**
FEDERAL PROJECT NO: **CHN0245D**
ADOT NO: **T024001C**

1.0 SOQ Proposal Certification Form .....SUBMIT WITH SOQ

2.0 Lobby Certification .....SUBMIT WITH SOQ

3.0 Prompt Pay Provisions

4.0 Title VI Assurance, Title VI Appendix A and E

5.0 DBE EPrise

6.0 Records Retention

7.0 Federal Immigration and Nationality Act

8.0 DBE Documents

8.1 DBE Forms and Documents Guide

8.2 ADOT On-Line Bidders Proposers .....SBMIT WITH SOQ

8.3 DBE Form 3210PS Final Payment Certification

9.0 Pay Application Documents

8.1 Pay Application Form

8.2 Pay Application Supplement – Subconsultant Payment Record

10.0 Subconsultant Subcontracts

10.1 Subconsultant Subcontract Required Documents Guide

10.2 SARF (Subconsultant Approval Request)

10.3 Federal Compliance Acknowledgement

10.4 Subrecipient DBE Assurances

11.0 Buy America Requirements

FEDERAL DOCUMENTS 1.0

SOQ PROPOSAL CERTIFICATION FORM
(SUBMIT WITH SOQ)

CITY OF CHANDLER
SOQ PROPOSAL CERTIFICATION FORM

CONSULTANT NAME: _____

PROJECT NAME					
CITY PROJECT NO		FEDERAL NO		ADOT NO	

The statements below are to ensure Consultants are aware and in agreement with Federal, State, and City of Chandler Guidelines related to the award of this contract. Consultants shall submit the specific Certification form attached to the related SOQ advertised. Failure to sign and submit this Certification Form as specified in this SOQ with the SOQ proposal will result in the SOQ proposal being rejected.

Submission of the SOQ by the Consultant certifies that to the best of its knowledge:

1. The Consultant and its subconsultant have not engaged in collusion with respect to the contract under consideration.
2. The Consultant, its principals and subconsultants have not been suspended or debarred from doing business with any government entity.
3. The Consultant shall have the proper Arizona licenses(s) and registration(s) for services to be performed under this SOQ and contract. Furthermore, the Consultant and Key Team Members including Subconsultants are currently licensed to provide the required services as requested in the SOQ package.
4. The Consultant's signature on any SOQ proposal or contract constitutes an authorization to the City to ascertain the eligibility of the Consultant, its principals and subconsultants to enter into contract with the City and with any other governmental agency.
5. The Consultant's Project Team members are employed by the Consultant on the date of submittal.
6. All information and statements written in the proposal are true and accurate and that the City reserves the right to investigate, as deemed appropriate, to verify information contained in proposals.
7. All members of the Project Team who are former City employees did not have or provide information that gives the Consultant a competitive advantage, and either (1) concluded their employment with City at least 12 months before the date of the SOQ or (2) have not made any material decisions about this project while employed by the City of Chandler.
8. Work, equating at least 51% of the contract value, shall be completed by the Consultant unless otherwise specified in the SOQ or contract.
9. No federally appropriated funds have been paid or shall be paid by or on behalf of the Consultant for the purpose of lobbying.
10. The Consultant understands that it is required to have a compliant accounting system, in accordance with Generally Accepted Accounting Principles (GAAP), Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR)-Part 31, applicable Cost Accounting Standards (CAS), and ADOT Advance Agreement Guideline.

11. Due to the project having federal aid funds, the Consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full and fair opportunity to submit proposals/bids in response to this invitation and shall not be discriminated again on the grounds of race, color, or national origin in consideration for an award, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation.
12. The Consultant shall utilize all Project Team members, subconsultants and DBE firms, if applicable, submitted in the SOQ and shall not add other Project Team members or subconsultants, unless the Consultant has received prior written approval from the City. Furthermore, Consultant understands that each Subconsultant must be approved through a City of Chandler approval process.
13. The Consultant shall either meet its DBE goal commitment and any other DBE commitments or make Good Faith Efforts to meet the DBE goal commitments as stated in its SOQ proposal or Cost Proposal and shall report on a timely basis its DBE utilization as detailed in the contract.
14. If selected, the Consultant is committed to satisfactorily carry out the Consultant's commitments as detailed in the contract and its SOQ proposal.

I hereby certify that I have read and agree to adhere to the fourteen (14) statements above and/or that the statements are true to the best of my knowledge as a condition of award of this contract. This form must be signed by a Principal of the Consultant.

Name (Print): John Akin, PE Title: President

Name (Signature): Date: 24 September 2020

FEDERAL DOCUMENTS 2.0

LOBBY CERTIFICATION FORM
(SUBMIT WITH SOQ)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
N/A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	N/A a. bid/offer/application b. initial award c. post-award	N/A a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: N/A **Congressional District**, *if known*: 4c	N/A **Congressional District**, *if known*:
6. Federal Department/Agency: N/A	**7. Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: N/A	**9. Award Amount,** *if known*: $ N/A
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): N/A	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): N/A

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: J. Akin
Print Name: John Akin, PE
Title: President
Telephone No.: 602.568.4661 Date: 9/24/20

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

PRINT

BIDDERS/PROPOSERS LIST EMAIL VERIFICATION

From: ADOT Business Engagement and Compliance Office <AZUTRACS-Support@azdot.gov>
Sent: Tuesday, September 22, 2020 11:10 AM
To: John Akin <JAkin@tristar-az.com>
Cc: ContractorCompliance@azdot.gov <ContractorCompliance@azdot.gov>
Subject: Bidders List for Tristar Engineering and Management, Inc.

Tristar Engineering and Management, Inc., AZUTRACS Number: 11222 has submitted a Bidder/Proposer list for **T024001C-CM** on 09/22/2020 at 11:10 AM MST (UTC - 07:00).

Bidders/Proposers for this firm include:

Firm Name	AZUTRACS #	Expiration Date	Email Address	Phone Number
Quality Testing, LLC	10910	09/04/2023	agarner@qt-az.com	480-338-2977

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FEDERAL DOCUMENTS 3.0

PROMPT PAY PROVISION

CONSTRUCTION AND PROFESSIONAL SERVICES/DESIGN CONTRACTS
PROMPT PAY AND PAYMENT REPORTING PROVISIONS

(09/20/2016)

MEASUREMENTS AND PAYMENT:

Partial Payments:

If satisfactory progress is being made, the contractor will receive a payment based on the amount of work completed. Progress payments may be made by the LPA/ Subrecipient Procurement Office to the contractor on the basis of an approved estimate of the work performed during a preceding period of time. The progress payments shall be paid on or before 14 days after the estimate of the work is approved. The estimate of the work shall be deemed received by the LPA/Subrecipient Procurement Office on submission to the person designated by the LPA/Subrecipient Procurement Office for the submission, review or approval of the estimate of the work. The LPA/Subrecipient Procurement Office by mutual agreement may make progress payments on contracts of less than 90 days and shall make monthly progress payments on all other contracts. Payment to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the contract may include payment for material and equipment.

An estimate of the work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the LPA/Subrecipient Procurement Office or Designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the contract. The contractor shall work with the LPA/Subrecipient or the LPA/Subrecipient Designee to finalize monthly estimate. The progress payments shall be paid on or before 14 days after the estimate of the work is certified and approved in accordance with Arizona Revised Statutes Section 34-221.

The contractor shall pay to the contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment the respective amounts allowed the contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest, except that no contract for construction services may materially alter the rights of any contractor, subcontractor or material supplier to receive prompt and timely payment.

A subcontractor may notify the LPA/Subrecipient Procurement Office in writing requesting that the subcontractor be notified by the Subrecipient Procurement Office in writing within five days from payment of each progress payment made to the contractor.

Subcontractor Payments:

(1) Retention:

If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the LPA/Subrecipient may retain under the prime contract.

(2) No Set-offs Arising from Other Contracts:

If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

(3) Partial Payment:

The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the LPA/Subrecipient Procurement Office. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(4) Final Payment:

The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(5) Payment Reporting:

For the purposes of this subsection “Reportable Contracts” means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any tier with a DBE material supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the LPA DBE System which can be accessed at AZ UTRACS on the Arizona Transportation Business Portal at www.azutracs.com. No later than fifteen calendar days after the preconstruction conference, the contractor shall log into the system and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter the subcontractor information in the LPA DBE System. Reportable contracts information shall be entered into

the system no later than five calendar days after approval by the LPA/Subrecipient Procurement Office.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the last day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the LPA DBE System.

In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract within 15 days of receipt of electronic payment notification and the contractor shall actively monitor the system to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the system between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract payment activity is in the LPA DBE System. This includes all lower-tier Reportable Contracts.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the system.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the LPA/Subrecipient Procurement Office will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(6) Completion of Work:

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the LPA/Subrecipient Procurement Office.

(7) Disputes*:*

If there is a discrepancy between what is reported by the contractor in the LPA DBE System and what the subcontractor indicates, an alert email will automatically be sent to the contractor. The email will be sent to the email address provided by the contractor in the LPA DBE System. It is the contractor's responsibility to ensure that the email address in the system is kept current.

The contractor shall provide a verifiable explanation of the discrepancy in the LPA DBE System as early as practicable but in no case later than seven days after the date of the alert email.

The LPA/Subrecipient will determine whether the contractor has acted in good faith concerning any such explanations. The LPA/Subrecipient and ADOT BECO reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether prompt payment requirements are met.

The contractor shall implement and use the dispute resolution process outlined in the subcontract or by following the LPA/Subcrecipient escalation process, to resolve payment disputes.

(8) Non-compliance:

Failure to make prompt partial payment, or prompt final payment including any retention, within the time frames established above, will result in remedies, as the LPA/Subrecipient Procurement Office deems appropriate, which may include but are not limited to:

(a) Liquidated Damages**:** These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(i) The LPA/Subrecipient Procurement Office will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the LPASubrecipient Procurement Office's payment to the contractor, the amount withheld by the LPA/Subrecipient Procurement Office will be released.
(iii) If full payment is made after 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the LPA/Subrecipient Procurement Office will release 75 percent of the funds withheld. The LPA/Subrecipient Procurement Office will retain 25 percent of the monies withheld as liquidated damages.

(b) Additional Remedies. If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one

project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the LPA/Subrecipient Procurement Office may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the liquidated damages described in paragraph (a) above,
(ii) Terminate the contract for default,
(iii) Disqualify the contractor from future bidding, temporarily or permanently, depending on the number and severity of violations, if applicable.

In determining whether liquidated damages will be assessed, the extent of the liquidated damages, or additional remedies assessed, the LPA/Subrecipient will consider whether there have been other violations on this or other federal-aid contracts, whether the failure to make prompt payment was due to circumstances beyond the contractor's control, and other circumstances. The contractor may, within 15 calendar days of receipt of the decision of the LPA/Subrecipient, escalate the decision according to the contract's escalation process.

FEDERAL DOCUMENTS 4.0

TITLE VI ASSURANCE

TITLE VI APPENDIX A

TITLE VI APPENDIX E

Local Public Agency/ MPO or COG
Title VI Assurances

The **City of Chandler** (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *Federal Highway Administration and Arizona Department of Transportation*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation--Effectuation Of Title VI Of The Civil Rights Act Of 1964);*
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- 23 C.F.R. Part 200 Subchapter C-Civil Rights (Title VI program implementation and related statues)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurances that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its *Federal Aid Highway Program.*

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal Aid Highway Program* and, in adapted form, in all proposals for negotiated agreements regardless of finding source:

> *"The **City of Chandler,** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to a construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transference for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, *The* ***City of Chandler*** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing *Federal Highway Administration or Arizona Department of Transportation* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration or Arizona Department of Transportation.* You must keep records, reports, and submit the material for review upon request to *Federal Highway Administration, Arizona Department of Transportation,* or its designee in timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **City of Chandler** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal Highway Administration and Arizona Department of Transportation.* This ASSURANCE is binding on Arizona, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal Aid Highway Program* the person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Chandler
(Name of Recipient)

John Knudson P.E.

By _____ **DATED** 7/20/2020

Director Public Works & Utilities
City of Chandler AZ

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation*, may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

FEDERAL DOCUMENTS 5.0

DBE EPRISE

PROFESSIONAL SERVICES
DBE PROVISIONS

(PROJECT SPECIFIC - CONTRACTS)
FOR USE ON LPA/SUBRECIPIENT FEDERAL AID PROJECTS WITHOUT DBE GOALS
* NOTE: REFER TO EDITING INSTRUCTIONS IN SECTIONS 13.0 *

(LPA PS EPRISE, 8/26/2016)

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined in Subsection 3.0, in USDOT-assisted contracts. The Department encourages consultants to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

Local Public Agencies (LPA) and or Subrecipients of Federal financial assistance will administer and manage the contracts from advertising, consultant selection, negotiation, contract execution, processing payment reports and contract modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

2.0 Assurances of Non-Discrimination:

The consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the the LPA/Subrecipient with the Department's concurrence deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages;
4. Disqualifying the consultant from submitting SOQs, or any other forms of proposals, as non-responsible;
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The consultant, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(I) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction program. All proposers should contact the Department’s Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation
Business Engagement and Compliance Office
1801 W. Jefferson St, Suite 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: ContractorCompliance@azdot.gov
Website : www.azdot.gov/bec

4.01 Mentor-Protège Program

The Department has established a Mentor-Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime consultants to provide certain types of assistance to certified DBE subconsultants. ADOT encourages consultants and certified DBE subconsultants to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities and is not intended to diminish nor circumvent existing DBE rules or regulations.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the consultant uses

a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

The DBE provisions are applicable to all consultants including DBE consultants.

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise."

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department’s certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for DBE certification as outlined in

49 CFR Part 26. The consultant bears all risks of ensuring that DBE firms selected by the consultant are able to perform the work.

6.02 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT and the LPA/Subrecipient strongly encourages consultants to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The consultant may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward the DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The consultant bears all risks of ensuring that SBC firms selected by the consultant are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime consultants to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward the DBE participation.

The Department and the LPA/Subrecipient encourages prime consultants to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, Federal or State holiday. In circumstances where the LPA/Subrecipient Procurement Office is closed for all or part of the last day, the period extends to the next day on which the LPA / Subrecipient Procurement Office is open.

10.0 Consultant and Subconsultant Requirements:

10.01 General:

The consultant shall establish a DBE program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers are prohibited.

10.02 DBE Liaison:

The consultant shall designate a DBE Liaison responsible for the administration of the consultant's DBE program. The name of the designated DBE Liaison shall be included on the DBE Intended Participation Affidavit Summary.

11.0 DBE Goal:

The Department has not established contract goals for DBE participation in this contract. Consultants are still encouraged to employ reasonable means to obtain DBE participation. Consultants must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all consultants and subconsultants who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime consultants and all subconsultants, including DBEs listed in the SOQ must be registered in AZ UTRACS. Proposers may verify that their firm and each subconsultant is registered using the AZ UTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting the LPA/Subrecipient.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subconsultants, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Cost Proposal submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Cost Proposal.

FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST CONFIRMATION EMAIL WITH THE COST PROPOSAL BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED AND AS OUTLINED IN THE RFQ SHALL BE CAUSE FOR THE PROPOSER'S COST PROPOSAL TO BE REJECTED.

13.0 Payment Reporting:

The consultant shall report on a monthly basis indicating the amounts paid to all subconsultants, of all tiers, working on the project. Reporting shall be in accordance with Prompt Pay and Payment Reporting requirements section ____ of the contract specifications.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Cost Proposal submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit towards the consultant's DBE participation is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subconsultant purchases or leases from the prime consultant or its affiliate will not be credited toward DBE participation.

The consultant bears the responsibility to determine whether the DBE possesses the proper consultant's license(s) to perform the work and, if DBE credit is requested, that the DBE subconsultant is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The consultant bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime consultant, subconsultant, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The consultant may credit second-tier subcontracts issued to DBEs by non-DBE subconsultants. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime consultant may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime consultant or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE participation only if the DBE's subconsultant is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE participation.

A prime consultant may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 Effect of Loss of DBE Eligibility:

If a DBE is deemed ineligible (decertified) or suspended in accordance with 49 CFR 26.87 and 26.88, the DBE may not be considered to count toward DBE participation on a new contract, but may be considered to count toward DBE participation under a subcontract that was executed before the DBE suspension or decertification is effective.

When a DBE firm or a DBE prime consultant loses its DBE eligibility and a subcontract or contract has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation.

When a subcontract is executed with the DBE firm before the Department notified the firm of its ineligibility, the consultant may continue to use the firm on the contract and may continue to receive DBE participation credit for the firm's work.

14.03 Notifying the Consultant of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subconsultant or supplier that is either decertified or certified during the term of the contract to immediately notify the consultant and all parties to the DBE contract in writing, with the date of decertification or certification. The consultant shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.04 Police Officers:

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

14.05 Commercially Useful Function:

A prime consultant can credit expenditures to a DBE subconsultant toward DBE participation only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the LPA/Subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the LPA/Subrecipient will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, LPA/Subrecipient will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The LPA/Subrecipient will notify the consultant, in writing, if it determines that the consultant's DBE subconsultant is not performing a CUF. The consultant will be notified within seven calendar days of the LPA/Subrecipient's decision.

Decisions on CUF may be appealed to the ADOT BECO. The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the ADOT BECO. The appeal must be received by ADOT BECO no later than seven calendar days after the LPA/Subrecipient's decision. LPA/Subrecipient's decision remains in place unless and until the ADOT BECO reverses or modifies LPA/Subrecipient's decision. ADOT BECO will promptly consider any appeals under this subsection and notify the consultant of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The LPA/Subrecipient may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The consultant shall cooperate during the site visits and the LPA/Subrecipient staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subconsultant Compliance Assurances available from the LPA/Subrecipient and all of the Uniform Terms and Conditions set forth in other sections of this contract.

Consultants executing agreements with subconsultants, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the LPA/Subrecipient and ADOT deem appropriate as outlined in DBE Subsection 2.0.

The LPA/Subrecipient reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The consultant shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.
The Consultant shall provide electronic copies of signed subcontract agreements for all DBE Subconsultants listed on the DBE Intended Participation Affidavit Summary by uploading them within 15 calendar days of an approved contract to the LPA DBE System.

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The consultant shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the consultant and the relevant DBE, and submitted to the LPA/Subrecipient no later than 30 days after the DBE completes its work.

The LPA/Subrecipient and ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the Prime Consultant and the extent to which the DBE firms were fully paid for that work. By the act of filing the forms, the consultant acknowledges that the information is supplied in order to justify the payment of state and federal funds to the consultant.

The consultant will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the LPA/Subrecipient.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

FEDERAL DOCUMENTS 6.0

RECORDS RETENTION

RECORDS RETENTION

Contractor and Subcontractor Project Records

(Reference to A.R.S.35-214)

The contractor, subcontractors and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, bid documents with backup data, including electronic data, and all other material relating to the contract and project for five (5) years following completion and acceptance of the work.

All of the above material shall be made available for auditing, inspection, and copying and shall be produced upon request to the Agency.

The City of Chandler – Capital Projects

215 E Buffalo Street, Mail Stop 407

Chandler, Arizona 85225.

The contractor shall insert the above requirement in each subcontract purchase order and lease agreement and shall also include in all subcontracts, a clause requiring subcontractors to include the above requirement in any lower-tier subcontract, purchase order, or lease agreement.

FEDERAL DOCUMENTS 7.0

FEDERAL IMMIGRATION AND NATIONALITY ACT

Federal Immigration and Nationality Act

(Reference to Arizona Executive Order 2005-30)

The contractor, including all subcontractors, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the contract during the duration of the contract. The Agency (City of Chandler) shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance.

By submission of a bid, the contractor warrants that the contractor and all prosed subcontractors are and shall remain in compliance with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees who perform services on the contract. The Agency may, at its sole discretion, require evidence of compliance from the contractor or subcontractor. Should the Agency request evidence of compliance, the contractor or subcontractor shall have ten (10) working days from receipt of the request to supply adequate information. The Department and Agency (City of Chandler) will accept, as evidence of compliance, a showing by the contractor or subcontractor, that it has followed the employment verification provisions of the Federal Immigration and Nationality Act as set forth in Sections 274A and 274B of that Act, including implementation of regulations and agreements between the Department of Homeland Security and the Social Security Administration's verification service. The contractor shall include the requirements of this provision in all subcontracts for this project.

Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of contract. The Agency will recue the contractor's compensation by $10,000 for the initial instance of non-compliance by the contractor or a subcontractor. Should the same contractor or subcontractor commit subsequent violations within a two (2) year time period from the initial violation, the contractor's compensation will be reduced by $50,000 for each violation. The third instance by the same contractor or subcontractor within a two (2) year period may result, in addition to the $50,000 reduction in compensation, in removal of the offending contractor of subcontractor, suspension of work in whole or in part or, in the case of a third violation by the contractor, termination of the contract for default in addition, the Department may debar a contractor or subcontractor who has committed three (3) violations within a two (2) year period for up to one (1) year. For purposes of this paragraph, a violation by a subcontractor does not count as a violation by the contractor.

Any delay resulting from a sanction under this subsection is a non-excusable delay. The contractor is not entitled to any compensation or extension of time for any delays or additional costs resulting from a sanction under this subsection.

FEDERAL DOCUMENTS 8.0

DBE

FORMS/DOCUMENTS/GUIDE

FEDERAL DOCUMENTS 7.0

DBE Documents Instructions/Guide
Race Neutral – 0% Goal

SUBMIT WITH SOQ:

7.1	**Bidders –Proposers List** **Email Verification**	**This is an ADOT On Line Submittal Process. An Email Verification / Confirmation will be provided to you by the system after you submit. Save this email verification as a pdf document and submit with SOQ.**

SUBMIT AT SCOPE & FEE FINALIZATION:

No additional DBE Documents are required at this phase.

*Important Note: At this phase, a packet of all DBE documentation is prepared and submitted to ADOT BECO by City of Chandler. This DBE Packet must be approved by ADOT BECO prior to City of Chandler Council Date for approval of the contract.

DURING THE COURSE OF THE CONTRACT WORK, SUBMIT AS APPLICABLE

7.2	**DBE Form 3210PS – Final Payment**	**This DBE Form is required for every DBE Subconsultant, whether or not listed as A committed goal DBE subconsultant or not, And, whether or not there is a DBE Goal.**

Important Note Regarding DBE Forms:
DBE Forms provided by City of Chandler FOR THIS PROJECT, MUST BE USED.
Do not use forms found on ADOT Website.
Do not use previously saved City of Chandler forms from a previous project.

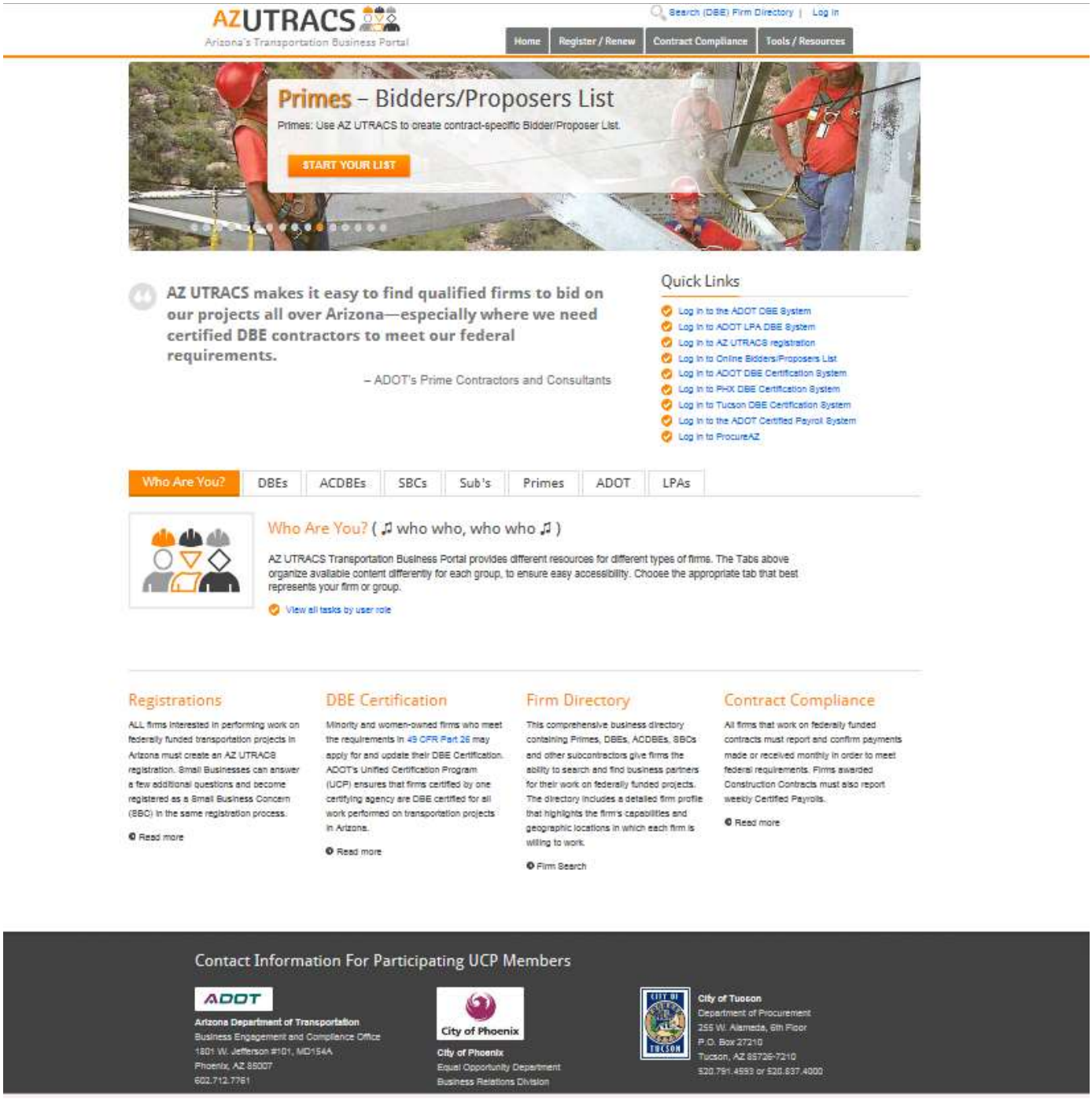
BIDDERS/PROPOSERS LIST

FEDERAL DOCUMENT REQUIRED TO SUBMIT WITH BID/SOQ: Email Verification Print Out

Email Verification Print Out Received from Utracs/AzDOT.gov confirms your electronic submittal Of Bidders/Proposers List. The Confirmation Email is the required document to be submitted with your Bid / SOQ.

WHERE TO CREATE AND SUBMIT BIDDERS/PROPOSERS LIST: https://utracs.azdot.gov/BiddersListInfo/

WHERE TO CALL FOR QUESTIONS (SHOWN ON WEBSITE): 602-712-7761



Bidders/Proposers List

Start or Manage a Bidders/Proposers List

In compliance with 49 CFR Part 26.11, ADOT requires contractors and consultants submitting a bid, proposal, or statement of qualifications to work on a federally funded transportation project, to provide ADOT with a list of every firm who expressed interest in or submitted a bid or proposal to work on the project. Each project's advertisement or solicitation will provide the specifics for meeting this requirement. Any firm being awarded work as a prime or subcontractor, MUST be AZ UTRACS registered.

The AZ UTRACS system has an online Bidders/Proposers List application to assist firms in quickly and efficiently providing this information. Contractors and Consultants should encourage any firm who contacts them about a project to register in the AZ UTRACS Registration System. The Bidders/Proposers List application allows any AZ UTRACS registered firm to be added with just one click. Firms will have to manually enter information for any firm not AZ UTRACS registered.

A Bidders/Proposers List may be submitted by any employee in a firm, as long as the firm has an Active AZ UTRACS Registration.* See right-column box for more information.

Once access has been provided, a user can log into the AZ UTRACS system, quickly create a new Bidder's/Proposer's List, and submit it. The list can also be saved and submitted at a later time, so a user can add to it over time as they work with various firms. The system also boasts the ability to copy from an existing project list, to help save time when firms work with the same group of firms for a different project.

Once a list is submitted, the creator of the list will receive email verification and should follow any additional instructions in the specific advertisement /solicitation to ensure the requirement to submit a Bidders/Proposers list requirement is met. For help with this process, contact the Business Engagement and Compliance Office by email at azutracs-support@azdot.gov or call 602-712-7761.

AZ UTRACS - Login

Email

Password

LOGIN

Go to our Log In page to create a new login and password

* Access to Bidders List

The AZ UTRACS Registration process requires a firm to establish a Primary and Secondary contact. These two individuals may provide access for other firm employees, as needed. Your Firm profile will show the Primary and Secondary contacts. Note: If you are the primary or secondary contact, you may grant access to other firm employees any time, as needed.

- Search for Firm's profile
- Start a Bidders List

Firms that do not have an Active AZ UTRACS Registration, may NOT submit a Bidder or Proposer List, until an active AZ UTRACS Registration is established.

ADOT _____

CERTIFICATION OF FINAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENTS

Professional Services Contracts

(Submit one form for each DBE involved in the contract)

The undersigned consultant on **Agency Project No:** _____ **ADOT TRACS No:** _____ herby, certifies that full payment was made, to the firm indicated for material and/or work performed under this project's contract as follows:

DBE FIRM AZ UTRACS Vendor Registration # _____

Name of DBE Firm _____ was paid the amount of _____

This certificate is made under Federal and State Laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime consultant, all documentation supporting the consultant's position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Consultant Company Name: _____

Check One: ☐ Prime Consultant Sub Consultant

Name: _____ ***Title:*** _____

Signature: _____

Date: _____

The undersigned sub consultant/supplier/manufacturer for the above named project hereby certified that payments were received and/or justification by consultant is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

DBE Firm Name: _____

Check One: Sub Consultant/Supplier/Manufacturer Lower-tier Sub Consultant/Supplier/Manufacturer

Name: _____ **Title:** _____

Signature: _____

Date: _____

FEDERAL DOCUMENTS 9.0

PAYMENT APPLICATION

AND

PAYMENT SUBCONSULTANT SUMMARY FORM

CHANDLER arizona
Public Works & Utilities

Architectural/Design/Engineering Phase

Application/Certification for Payment #:_____

For Official City of Chandler Use Only

Record ID:_____

Date:_____

City of Chandler Project Title: _____

City of Chandler Project No.: _____

Federal / ADOT No(s) _____

Covering the Period From: _____ to: _____

City of Chandler Contact:

Architect/Designer/Engineer Information:

Name: _____

Address: _____

Remit to Address: _____

Contact: _____

Invoice Number: _____

PO Number: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Application is made for payment as shown below and on the attached Payment Schedule Summary Sheet in accordance with the Contract Documents

Original Contract Price: _____

Contract Amendments:

Number	Date Approved	Amount

***% of time elapsed:** _____

(contract days elapsed to date)

***% of contract complete including this pay app :**

(contract dollar amount paid to date) _____

*required fields

Adjusted Contract Price (Original Contract Price + Total Change Orders Amount): $ -

Total Percent Complete to Date: _____ %

Total Amount Due to Date (as referenced on attached Progress Summary): $ -

Total Previous Certificates for Payment: $ -

Federal Penalties (Per City): Deduct Penalties (-) or Credit Reimb (+): $ -

Current Payment Due (Total Amount Earned-Total of Previous Certificates for Payment): $ -

Architect/Designer/Engineer's Certification

The undersigned certifies that the work covered bt this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by him for work which previous Certificates of Payment were issued and payments recieved from the Owner, and that the current payment requested as shown is current, accurate and complete.

Authorized Signature: _____ Date: _____

For Official City of Chandler Use Only

Approved By:

Project Manager _____ Date _____ PO# _____

Budget Account #'s _____

Project Owner _____ Date _____ Budget Account #'s _____

Email Signed PDF copy to : CapitalProjects.Payables@chandleraz.gov

or Submit to: City of Chandler, Capital Projects MS 407, PO Box 4008, Chandler, AZ 85244

PROFESSIONAL SERVICES PAY APP BACKUP - (REQUIRED)

Consultant	
Project Name	
Project Numbers	
Month	

				Subconsultants (add name, x if DBE)						
				name	name	name	name	name	name	name
DBE-> (x) =yes										
Lower Tier --> (x)										
Lower Tier to:										
Contract Amt										
Change Order(s):										
Total Contract:				$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pay App #	Work Mo	Pay Mo	DBE Rpt Mo							
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
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20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
Total To Date				$ -	$ -	$ -	$ -	$ -	$ -	
Bal Remaining				$ -	$ -	$ -	$ -	$ -	$ -	

FEDERAL DOCUMENTS 10.0

SUBCONSULTANT SUBCONTRACTS

FEDERAL DOCUMENTS 9.0

Subconsultant Subcontracts for Professional Services Subcontracts

(For contracts with NO DBE Goal – Race Neutral)

All Subcontracts:

During Scope and Fee, a copy of each of these documents will be provided by the City to ensure correct and current forms for the City are utilized.

The following is a list of required documents that must be included in **all** Subconsultant Subcontracts.

1. Subconsultant Approval Request Form (SARF)
2. Subconsultant Federal Compliance Acknowledgement
3. Prompt Pay Provisions
4. Title VI Assurance
5. Title VI Appendix A
6. Title VI Appendix E
7. Records Retention
8. Federal Immigration and Nationality Act

DBE Subconsultant Subcontracts:

The following is a list of required documents that must be included in DBE Subconsultants.

1. DBE Subrecipient Compliance Assurances
2. DBE Form 3210PS Final Payment

SUBCONSULTANT APPROVAL REQUEST

Instructions: Form must be filled out completely – all line items must have a response. When Subconsultant is approved, Prime will receive an email confirmation. Subconsultant should not start work or have billable work prior to approval date.

DATE		PRIME	
PROJECT NAME			
PROJECT # (City/Fed/ADOT)			

1	Subconsultant Company Name/Address/Tel	Name					
		Address					
		Telephone					
2	Subconsultant Main Contact	Name					
		Email					
3	Utracs No (5 digit)						
4	Contract Amount						
5	NAICS Code(s) (must match work descr)						
6	Work Description of tasks related to Prime Contract and NAICS Codes (attach separate sheet if necessary)						
7	QA Subconsultant/Testing(must be on ADOT approved list & will be verified)	Yes:		OR	No:		
8	Is Subconsultant a DBE	Yes:		OR	No:		
9a	Is Subconsultant a Lower Tier	Yes:		OR	No:		
9b	If Lower Tier, to what Subconsultant						
10	Subconsultant Contact for Monthly DBE Reporting ***(All Subconsultants on a federal funded project must report into this system monthly. Please ensure that this name /contact info is in your DBE System Profile)*** **(DBE System help: 888-635-0336)**	Name					
		Tel					
		Email					
11	Subconsultant Contact for the Monthly Invoice Preparation to the Prime	Name					
		Tel					
		Email					

_____

Lower Tier Subconsultant Signature (if applicable) / Date

_____ _____

Subconsultant Representative Signature / Date: Prime Signature / Date

---

City Reviewed/Approved: _____ (For City Tracking/Audit Backup)

SUBCONSULTANT FEDERAL REQUIREMENTS ACKNOWLEDGEMENT

Project Name	
Project Numbers	

1. If federal compliance discrepancies re-occur without correction, Subconsultant and Prime may be required to meet with the City to review federal requirements. If federal compliance discrepancies continue, subconsultant may be removed from working on this contract/project.
2. UTracs: Subconsultant must have an AZ UTracs Registration/5 Digit Number. (https://utracs.azdot.gov)
3. DBE:
    a. Subconsultant must be registered with ADOT DBE System (links are provided on the UTracs webpage)
    b. Subconsultant must review profile and ensure updated company and contact information is correct.
    c. Subconsultant agrees to monthly payment reporting in the ADOT DBE System:
    d. City of Chandler is a CA Agency and reports into the DBE System.
    e. This reporting is due by the Prime by the 10th, and the Subconsultants by the 30th of each month
    f. Subconsultant understands reporting include $0 payments until subcontract is complete.
    g. Subconsultant understands to NEVER upload any documents into this system for this project/contract. The City will upload any required documents to ensure correct federal requirements which avoids audit discrepancies.
    h. Help Number for reporting assistance: 888-635-0336
4. Records Retention Requirements for CA Agency federal funded contracts is five (5) years.
5. Title VI and Federal Immigration and Nationality Act compliance is required
6. Subconsultant understands that all documents, emails, reports, invoices must have the Project Name and Project Numbers (City, Federal, ADOT).
    a. Prime/Consultant related documents
    STxxx-451 / CHN0xxxD / T0xxx01C
    b. Construction related documents (example: plans,submittals tech specs)
    STxxx-401 / CHN0xxxD / T0xxx01C
7. Invoicing/Billing: Federal funded contracts require by calendar month for all work occurred in that given calendar month.
    a. Subconsultant understands and agrees to submit invoices to Prime monthly, no later than the 5th working day of the following month, if work occurred.
    b. If an expense has been missed and needs to be added to the following month, FHWA requires that an explanation be added to that document explaining why it was not included in the applicable billing month. (Note: FHWA does not allow this as on-going, please keep to minimum occurrences).
8. Prompt Pay Provisions – Payments by Prime to Subconsultants, and Subconsultant to Lower Tiers must be made within 7 days from the actual date that payment was received.
    a. The Date the City pays the Prime – Prime has 7 days to process payment to Subconsultant.
    b. The Date Subconsultant receives that payment from Prime, Subconsultant has 7 days to process payment to lower tier. (this means the date mail was actually delivered, or bank received direct deposit; does not mean the date identified in bank statement, or the date mail was opened).
9. No work by Subconsultant can occur on this contract/project until approved by the City of Chandler.
10. Subconsultants for work task Quality Assurance/QA/Materials Testing: Subconsultant must be on the ADOT Approved list: https://azdot.gov/business/engineering-and-construction/construction-and-materials/materials-quality-assurance/adot
11. Subcontract must include current documents (provided by City): Prompt Pay Provision, City of Chandler Title VI Assurance, Title VI Appendix A, Title VI Appendix E, Records Retention, Federal Immigration & Nationality Act, and if a DBE will include items listed below in #12-a.
12. DBE Subconsultant only:
    a. DBE Subcontracts must include:
        i. LPA/Subrecipient EPrise Assurance, DBE Form 3210PS
    b. DBE Subcontract must show dollars applied to each work task description.
    c. DBE Subconsultant and Prime must fill out, sign, and submit DBE Form 3210PS to City of Chandler at completion of subcontract work.

By signing below, I confirm I have read the above requirements for working on this federal funded contract

Subconsultant Name	
Subconsultant Signature/Date	
Prime Signature/Date	

(PROJECT SPECIFIC - CONTRACTS)
LPA/SUBRECIPIENT FEDERAL AID CONTRACT WITH OR WITHOUT DBE GOAL

1. Assurances of Non-Discrimination: (LPA PS EPRISE 2.0)

The consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the the LPA/Subrecipient with the Department's concurrence deems appropriate, which may include, but are not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages;
(4) Disqualifying the consultant from future proposals as non-responsible.

The consultant, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

2. Time is of the Essence: (LPA PS EPRISE 8.0)

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

3. Computation of Time: (LPA PS EPRISE 9.0)

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, Federal or State holiday. In circumstances where the LPA/Subrecipient Procurement Office is closed for all or part of the last day, the period extends to the next day on which the LPA / Subrecipient Procurement Office is open.

4. Crediting DBE Participation Toward Meeting Goals: (LPA PS EPRISE 17.0)

General Requirements:

To count toward meeting the goal, the DBE firms must be certified at the time of Cost Proposal submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit towards the consultant's DBE goal is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subconsultant purchases or leases from the prime consultant or its affiliate will not be credited toward DBE participation.

The consultant bears the responsibility to determine whether the DBE possesses the proper consultant's license(s) to perform the work and, if DBE credit is requested, that the DBE subconsultant is certified for the requested type of work.

If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the consultant bears the responsibility to notify the LPA/Subrecipient, immediately after the consultant becomes aware of the situation, and

request approval to replace the DBE with another DBE. The consultant shall follow the DBE termination/substitution requirements described in Subsection 22.0 of these DBE provisions.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The consultant bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime consultant, subconsultant, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The consultant may credit second-tier subcontracts issued to DBEs by non-DBE subconsultants. Any second-tier subcontract to a DBE used to meet the goal must meet the requirements of a first-tier DBE subcontract.

A prime consultant may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime consultant or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE goal only if the DBE's subconsultant is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE goal.

A prime consultant may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

DBE Prime Consultant:

When a certified DBE firm proposes on a contract that contains a DBE goal, the DBE firm is responsible for meeting the DBE goal on the contract or making good faith efforts to meet the goal, just like any other proposer. In most cases, a DBE proposer on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE proposer or any other DBE subconsultants and DBE suppliers will count toward the DBE goal. The DBE proposer shall list itself along with any DBE subconsultants and suppliers, on the DBE Intended Participation Affidavit Individual and Summary in order to receive credit toward the DBE goal.

Effect of Loss of DBE Eligibility:

If a DBE is deemed ineligible (decertified) or suspended in accordance with 49 CFR 26.87 and 26.88, the DBE may not be considered to meet a contract goal on a new contract, but may be considered to meet the contract goal under a subcontract that was executed before the DBE suspension or decertification is effective.

When the consultant makes a commitment to use an ineligible DBE firm or the LPA/Subrecipient, made a commitment to use an ineligible DBE prime consultant, but a subcontract or contract has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward the contract goal. The consultant must meet the contract goal with an eligible DBE firm or demonstrate good faith effort. When a subcontract is executed with the DBE firm before the Department notified the firm of its ineligibility, the

consultant may continue to use the firm on the contract and may continue to receive credit toward the DBE goal for the firm's work.

Notifying the Consultant of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subconsultant or supplier that is either decertified or certified during the term of the contract to immediately notify the consultant and all parties to the DBE contract in writing, with the date of decertification or certification. The consultant shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

Police Officers:

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

Commercially Useful Function:

A prime consultant can credit expenditures to a DBE subconsultant toward DBE goals only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the LPA/Subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the LPA/Subrecipient will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, LPA/Subrecipient will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The LPA/Subrecipient will notify the consultant, in writing, if it determines that the consultant's DBE subconsultant is not performing a CUF. The consultant will be notified within seven calendar days of the LPA/Subrecipient's decision.

Decisions on CUF may be appealed to the ADOT BECO. The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the ADOT BECO. The appeal must be received by ADOT BECO no later than seven calendar days after the LPA/Subrecipient's decision. LPA/Subrecipient's decision remains in place unless and until the ADOT BECO reverses or modifies LPA/Subrecipient's decision. ADOT BECO will promptly

consider any appeals under this subsection and notify the consultant of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The LPA/Subrecipient may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The consultant shall cooperate during the site visits and the LPA/Subrecipient staff will make every effort not to disrupt work on the project.

5. Effect of Contract Changes: (LPA PS EPRISE 18.0)

The consultant acknowledges that uncertainties can occur during the performance of the work and if for any reason it becomes apparent that the DBE goal will not be met then the consultant shall: (1) immediately notify the LPA/Subrecipient of the potential or actual decrease in DBE compensation, and (2) make good faith efforts to obtain DBE participation to meet or exceed the project DBE goal. Good faith efforts required under the provisions of this section may vary, depending on the time available, the nature of the change, and other factors as determined by LPA/Subrecipient.

LPA/Subrecipient will approve or deny the consultant's good faith efforts with BECO concurrence.

The consultant is not required to take work committed to another subconsultant and assign it to a DBE subconsultant in order to meet the committed DBE percentage.

If the resulting change increases the scope or quantity of work being done by a DBE subconsultant, the DBE shall be given the opportunity to complete the additional work and receive additional compensation beyond their original subcontract amount.

6. DBE Participation Above the Goal (Race-Neutral Participation): (LPA PS EPRISE 19.0)

Additional DBE participation above the DBE participation required to meet the contract DBE goal is an important aspect of the Department's DBE program. The consultant is strongly encouraged to use additional DBEs above the DBE goal requirement in the contract to assist the Department in meeting its overall DBE goal and help the Department to meet the maximum feasible portion of its DBE goals through race neutral participation as outlined in 49 CFR Part 26.

There are fewer administrative requirements on the part of the consultant when using race neutral DBEs (DBEs not listed on the DBE Intended Participation Affidavit Summary). For example, if a DBE is not listed on the DBE Intended Participation Affidavit Summary, the DBE does not have to submit an Affidavit, and the subcontract approval process follows the same process of any other subcontract. The consultant does not have to replace the DBE with another DBE subconsultant if the DBE fails to perform. Therefore these DBEs are treated as any other subconsultant on the project.

7. Required Provisions for DBE Subcontracts: (LPA PS EPRISE 20.0)

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subconsultant Compliance Assurances available from the LPA/Subrecipient and all of the Uniform Terms and Conditions set forth in other sections of this contract.

Consultants executing agreements with subconsultants, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the LPA/Subrecipient and ADOT deem appropriate as outline in DBE Subsection 2.0.

The LPA/Subrecipient reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The consultant shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Consultant shall provide electronic copies of signed subcontract agreements for all DBE Subconsultants listed on the DBE Intended Participation Affidavit Summary by uploading them within 15 calendar days of an approved contract to the LPA DBE System.

8. Contract Performance: (LPA PS EPRISE 21.0)

Contract items of work designated by the consultant to be awarded to DBEs shall be performed by the designated DBE or a LPA/Subrecipient, with BECO concurrence, approved DBE substitute. The Consultant or a non-DBE Subconsultant shall not perform DBE contract work items without prior approval by LPA/Subrecipient, with BECO concurrence.. The DBE must perform a commercially useful function; that is, the DBE must manage, perform, and supervise a distinct element of work.

The consultant is required to use DBEs identified in the SOQ to meet the contract goal, so the prime consultant is responsible for ensuring that the DBEs are available to meet scheduling, work and other requirements on the contract.

The LPA/Subrecipient will visit the consultant's office to conduct reviews to ensure compliance with CUF and other DBE requirements. The reviews may include, among other activities, interview of DBEs and their employees and the consultant and its employees. The consultant shall cooperate in the review and make its employees available. The consultant shall inform the LPA/Subrecipient in advance when each DBE will be working on the project to help facilitate reviews.

The LPA/Subrecipient reserves the right to request and inspect all records of the consultant and all records of the DBE~~s~~ and non-DBE subconsultants concerning this contract. The consultant must make available a copy of all documents related to all contracts the LPA/Subrecipient upon request.

Use of every DBE listed on the DBE Intended Participation Affidavit Summary is a condition of this contract. The consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed on the DBE Intended Participation Affidavit Summary unless the consultant obtains written consent from the LPA/Subrecipient with BECO concurrence. The consultant shall not be entitled to any payment for work or material that is not performed or supplied by the listed DBE unless the consultant obtains written consent from the LPA/Subrecipient with BECO concurrence.

9. DBE Termination/Substitution: (LPA PS EPRISE 22.0)

General Requirements:

The consultant shall make all reasonable efforts to avoid terminating or substituting a DBE listed on the DBE Intended Participation Affidavit Summary. At a minimum, the consultant shall negotiate in good faith, give timely notices and/or extend deadlines to the extent that it will not jeopardize the contract with the LPA/Subrecipient. Reasonable methods to resolve performance disputes must be applied and documentation provided to the Department and the LPA/Subrecipient before attempting to substitute or terminate a DBE.

Consultant Notice of Termination/Substitution:

All terminations, substitutions, and reductions in scope of work to be performed by DBEs listed on the DBE Intended Participation Affidavit Summary must be approved in writing by the LPA/Subrecipient, with BECO

concurrence and by means of the executed contract modification. The consultant shall contact the LPA/Subrecipient within 24 hours from the first sign of any reason for potential DBE termination/substitution.

The consultant shall not terminate a DBE subconsultant listed on the DBE Intended Participation Affidavit Summary or complete the work contracted to the DBE with its own forces or with a non-DBE firm without the LPA/Subrecipient written consent and BECO concurrence. Before submitting a formal request to the LPA/Subrecipient for DBE termination/substitution, the consultant shall give written notice to the DBE subconsultant with a copy to the LPA/Subrecipient of its intent to terminate or substitute the DBE identifying the reason for the action. The DBE shall be allowed a minimum of five calendar days to respond to the consultant's notice advising the consultant, the LPA/Subrecipient of its position. Before making a determination for approval regarding the consultant's termination and substitution request, the LPA/Subrecipient, with BECO concurrence, will consider both the consultant's request and the DBE firm's response.

Consultant Request of Termination/Substitution:

The consultant shall formally request the termination or substitution of a DBE listed on the DBE Intended Participation Affidavit Summary by submitting the DBE Termination/Substitution Request Form and supporting documentation to the LPA/Subrecipient; form is available from the LPA/Subrecipient. The submission shall include the following information:

1) The date the consultant determined the DBE to be unwilling, unable or ineligible to perform.
2) A brief statement of facts describing the situation and citing specific actions or inaction by the DBE firm giving rise to consultant's assertion that the DBE firm is unwilling, unable, or ineligible to perform.
3) A brief statement of the good faith efforts undertaken by the consultant to enable the DBE firm to perform.
4) The total dollar amount currently paid for work performed by the DBE firm.
5) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the consultant and the DBE firm have no dispute.
6) The remaining work that has not been completed by the DBE and the corresponding dollar amount
7) The projected date that the consultant requires a substitution or replacement DBE to commence work, if consent is granted to the request.

Written consent for terminating the performance of any DBE listed on the DBE Intended Participation Affidavit Summary will be granted only where the consultant can demonstrate good cause showing that the DBE is unable, unwilling, or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or substitution of a DBE listed on the DBE Intended Participation Summary will not be allowed based solely on a consultant's ability to negotiate a more advantageous contract with another subconsultant. Prior to making a determination for approval regarding the consultant's termination and substitution request, the LPA/Subrecipient, with BECO concurrence, will consider both the consultant's request and the DBE firm's response.

Good Cause:

The LPA/Subrecipient, with BECO concurrence, will make the determination of good cause by providing written consent to the consultant after evaluating the consultant's good cause to terminate or substitute a DBE firm. Good cause for this purpose includes the following in relation to the listed DBE subconsultant:

1. Fails or refuses to execute a written contract.
2. Fails or refuses to perform the work of its subcontract in a way consistent with normal industry practice standards. However, good cause does not exist if the failure or refusal of the DBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of the prime consultant.

3. Fails or refuses to meet the prime consultant's reasonable, nondiscriminatory insurance/bond requirements.
4. Becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. Is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state law.
6. Is not a responsible consultant.
7. Voluntarily withdraws from the project and provides written notice of its withdrawal to the LPA/Subrecipient.
8. Is ineligible to receive DBE credit for the type of work required
9. A DBE owner dies or becomes disabled with the result that the firm is unable to complete its work on the contract.
10. Other documented good cause that the LPA/Subrecipient determines compels the termination or substitution of the DBE subconsultant.

If good cause is determined, the LPA/Subrecipient and will notify the Consultant of the decision and necessary modifications to the contract can be made.

DBE Replacement Good Faith Effort:

If the LPA/Subrecipient, with BECO concurrence, approves the termination of a DBE, the consultant shall make good faith efforts to find another DBE subconsultant to substitute for the original DBE. The good faith efforts as identified in DBE Subsection 17.0 shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented and provided, upon request, to the LPA/Subrecipient within seven calendar days from the date of the request.

A prime consultant's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the consultant has the ability and/or desire to perform the contract work with its own forces does not relieve the consultant of the obligation to make good faith efforts to find the replacement DBE, and it is not a sound basis for rejecting a perspective replacement DBE's reasonable quote.

The termination of a DBE firm shall not relieve the consultant of its obligations under this Special Provision, and the unpaid portion of the terminated DBE firm's subcontract will not be counted toward the DBE goal. If the LPA/Subrecipient has eliminated items of work subcontracted to a committed DBE, the prime consultant shall still make good faith efforts to replace the DBE with another DBE to the extent necessary to meet the goal. The LPA/Subrecipient will review the quality, thoroughness, and intensity of those efforts.

When a DBE substitution has been approved by the LPA/Subrecipient and concurred by BECO, the consultant shall submit an amended DBE Intended Participation Affidavit Individual and Intended Participation Affidavit Summary to the LPA/Subrecipient for approval with the substitute DBE's name, description of work, NAICS code, AZ UTRACS registration number, and dollar value of work. Approval from LPA/Subrecipient with BECO concurrence must be obtained prior to the execution of a contract modification and before substituted DBE can begin work.

Sanctions:

Failure by the consultant to carry out the requirements of these DBE Termination/Substitution specifications is a material breach of contract and will result in such remedies as LPA/Subrecipient deems appropriate, with ADOT concurrence, which will include, but are not limited to the assessment of liquidated damages. The LPA/Subrecipient will deduct from monies due or becoming due the consultant, the dollar amount of the wrongfully substituted/replaced DBE subcontract plus 25% of the amount remaining to be paid to the DBE as liquidated damages. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

10. Certification of Final DBE Payments: (LPA PS EPRISE 25.0)

The consultant's achievement of the goal is measured by actual payments made to the DBEs. The consultant shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the consultant and the relevant DBE, and submitted to the LPA/Subrecipient no later than 30 days after the DBE completes its work.

The LPA/Subrecipient and ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the Prime Consultant and the extent to which the DBE firms were fully paid for that work. By the act of filing the forms, the consultant acknowledges that the information is supplied in order to justify the payment of state and federal funds to the consultant.

The consultant will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the LPA/Subrecipient.

11. Sanctions for Not Meeting Contract DBE Goal: (LPA PS EPRISE 24.0)

If the LPA/Subrecipient determines, with BECO concurrence, that the consultant has not met the DBE goal at the end of the contract, the LPA/Subrecipient will, at its discretion, may assess liquidated damages up to two times the amount of the unattained portion of the original DBE goal, based on the circumstances of the noncompliance. Not meeting the DBE goal will also be reflected in the consultant evaluation.

The LPA/Subrecipient, with BECO concurrence, will determine whether liquidated damages will be assessed and the amount of the liquidate damages, the LPA/Subrecipient will consider whether there have been other violations on this or other contracts, whether the failure was due to circumstances beyond the control of the consultant, whether the consultant has made good faith efforts to meet the goal, and other appropriate circumstances.

In addition to any other sanctions, willful failure of the consultant, DBE or other subconsultant to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in the Department's and LPA/Subrecipient projects.

12. False, Fraudulent, or Dishonest Conduct: (LPA PS EPRISE 27.0)

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

FEDERAL DOCUMENTS 11.0

BUY AMERICA REQUIREMENTS

MATERIAL CERTIFICATION REQUIREMENTS
And
BUY AMERICA REQUIREMENTS

A. REGULATIONS

1. FHWA - BUY AMERICA - CLARIFICATION OF FEDERAL REGULATION
https://www.transportation.gov/sites/dot.gov/files/docs/buy_america_provisions_side_by_side.pdf)
Federal Highway Administration (FHWA) - 23 U.S.C. § 313 – Buy America; 23 C.F.R. § 635.410

The Secretary of Transportation shall not obligate any funds unless steel, iron, and manufactured products used In such project are produced in the United States.

Applies to iron and steel products and their coatings that are to be permanently incorporated into the project. The FHWA, in its 1983 rulemaking, determined that Buy America did not apply to raw materials and waived its application to manufactured products, although in the statute, based on the public interest. Lake of adequate domestic supply resulted in a 1995 nationwide waiver for iron ore, pig iron, and reduced/processed/pelletized iron ore. In 1994, a nationwide waiver for specific ferryboat parts came into effect.

2. MAG SPECIFICATION SECTION 106.2.1

3. ADOT SPECIFICATION 106.05 AND 106.15

B. PROCEDURE FOR MATERIAL CERTIFICATION REQUIREMENTS – CITY OF CHANDLER

1. All material for a federal funded project must have a material certification.
2. All material delivered to jobsite must be accompanied by a material certification.
3. Material Certifications must be submitted to the City of Chandler representative for review and approval and is not deemed accepted until City of Chandler representative approval.
4. Buy America Material – All Iron and Steel products. (See Item A above)
5. Buy America Material Installation: All Buy America Iron and Steel Products **MUST NOT be installed without Material Certification received and approval from City of Chandler.**
6. All non-Buy America Material Installation: All non-Buy America material, if installed without material certification receipt and approval is at the Prime Contractor's risk and WILL NOT BE PAID until approval of material certification for that material.

C. MATERIAL CERTIFICATIONS – DOCUMENTATION REQUIRED PER FHWA, MAG SPECIFICATION, ADOT SPECIFICATION AND CITY OF CHANDLER:

ALL MATERIAL – Items 1-11

1. Project Name
2. City Project Number
3. Federal Project Number
4. ADOT Number (previously known as Tracs Number) (if FHWA funded project)
5. Supplier Information: Name, Address, Telephone Number
6. Description of the material supplied
7. Quantity of material represented by the certificate
8. Means of material identification, such as label, lot number, or marking
9. A Statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
10. Authorization Signature Statement: A statement that the individual signing has the legal authority to bind the manufacturer or the supplier of the material.
11. The name, title, signature, and date of signature of the signing-responsible individual.

BUY AMERICA IRON & STEEL PRODUCTS – Items 1-11 above AND Item 12 Below:

12. Buy America Verification Statement – statement that certifies material was made in America.
    a. Examples: "Made in America", "This product complies with Buy America requirements".

FHWA – CFR (Code of Federal Regulations) Title 23 – Section 635.410 Highways - BUY AMERICA

Volume: 1 Date: 2013-04-01, Original Date: 2013-04-01
CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE. Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.
(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:
(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.
(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.
(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.
(c)
(1) A State may request a waiver of the provisions of this section if;
(i) The application of those provisions would be inconsistent with the public interest; or
(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.
(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.
(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.
(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.
(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

MAG (MARICOPA ASSOCIATION OF GOVERNMENTS) 106.2.1

106.2.1 Certificate of Compliance: A Certificate of Compliance shall be submitted on the manufacturer's or supplier's official letterhead, and shall contain the following information:

1. The current name, address, and phone number of the manufacturer or supplier of the material or equipment.
2. A description of the material or equipment supplied.
3. Quantity of material represented by the certificate.
4. Means of material identification, such as label, lot number, or marking.
5. A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state the name of the specific cited specifications, such as AASHTO M-320, ASTM C494, or specific table or subsection of the Specifications or Special Provisions.
6. A statement that the individual identified in item eight below has the legal authority to bind the manufacturer or the supplier of the material.
7. Project identification: Project name and all associated numbers (agency, Federal, and ADOT TRACS).
8. The name, title, and signature of the responsible individual. The date of the signature shall also be given.

9. Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item eight. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations related to project specifics such as project identification, contractor, or quantity shipped are acceptable, provided the basic requirements of the certificate (items one through six) are not affected.
10. A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

106.2.2 Certificate of Analysis: A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

Revised 2017

ADOT STANDARD SPECIFICATION 106.05 (09/14/12)

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

(B) Certificate of Compliance:

A Certificate of Compliance shall be submitted on the manufacturer's or supplier's official letterhead, and shall contain the following information:

(1) The current name, address, and phone number of the manufacturer or supplier of the material.
(2) A description of the material supplied.
(3) Quantity of material represented by the certificate.
(4) Means of material identification, such as label, lot number, or marking.
(5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
(6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
(7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:

A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

ADOT STANDARD SPECIFICATION 106.15 (02/15/11) – BUY AMERICA

Section 106 -Control of Materials: of the Standard Specifications is modified to read as follows:

106.15 Domestic Materials and Products

Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or $2,500, whichever is greater.

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

ITEM 20

City Council Memorandum **Public Works & Utilities** **Memo No.** RE21-069

Date: February 8, 2021

To: Mayor and Council

Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
John Knudson, Public Works & Utilities Director
Andrew Goh, Capital Projects Manager

From: Erich Kuntze, Real Estate Manager

Subject: Final Adoption of Ordinance No. 4953 Granting an Irrigation Easement to Salt River Project Agricultural Improvement and Power District (SRP) within a Portion of the West Side of Arizona Avenue at Queen Creek Road, at No Cost, to Formalize an Existing United States Government Undefined Irrigation Easement at this Location

---

Proposed Motion:

Move City Council approve final adoption of Ordinance No. 4953 granting an irrigation easement to Salt River Project Agricultural Improvement and Power District at the northwest corner of Arizona Avenue and Queen Creek Road, at no cost, to formalize an existing United States Government undefined irrigation easement at this location.

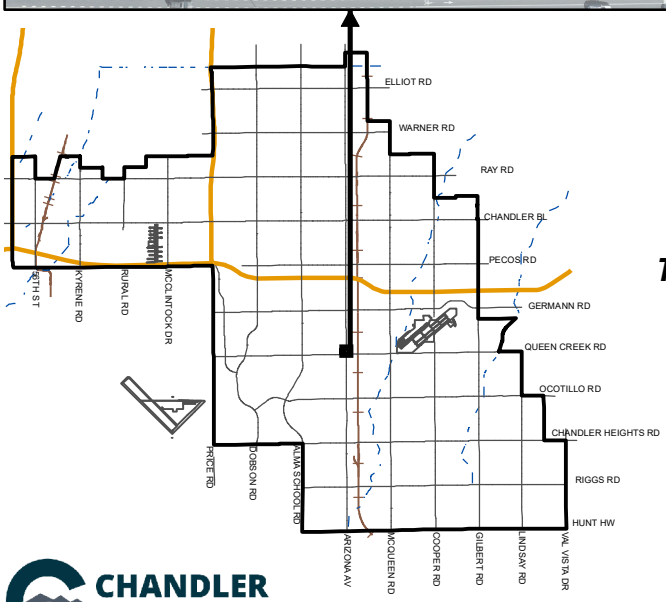
Background:

SRP, on behalf of the United States of America (USA), is requesting the City grant an irrigation easement over the west side of Arizona Avenue at the northwest corner of Arizona Avenue and Queen Creek Road. The USA has an existing easement in this area that was granted on August 29, 1923, by Quit Claim Deed. However, the width of the easement was not defined at the time. SRP has requested the City grant an irrigation easement to formalize the size of the previously granted easement. The easement will be granted to SRP at no cost. The new easement will be twenty feet wide and include a total area of approximately 12,225 square feet. Staff has reviewed and approved the easement and legal description for the requested easement.

This Ordinance was introduced and tentatively adopted on January 28, 2020.

Attachments

Location Map
Ordinance No. 4953



GRANTING AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("SRP") WITHIN A PORTION OF THE WEST SIDE OF ARIZONA AVENUE AT QUEEN CREEK ROAD, AT NO COST, TO FORMALIZE AN EXISTING UNITED STATES GOVERNMENT UNDEFINED IRRIGATION EASEMENT AT THIS LOCATION

MEMO NO. RE21-069

ORDINANCE NO. 4953

PROJECT SITE

CHANDLER arizona

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Real Estate\RE21-069 ORDINANCE 4953\RE21-069.mxd 12/14/2020 MARICELAH

ORDINANCE NO. 4953

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("SRP") WITHIN A PORTION OF THE WEST SIDE OF ARIZONA AVENUE AT QUEEN CREEK ROAD, AT NO COST, TO FORMALIZE AN EXISTING UNITED STATES GOVERNMENT UNDEFINED IRRIGATION EASEMENT AT THIS LOCATION.

WHEREAS, The United States of American has an irrigation easement of undefined width along the west side of Arizona Avenue north of Queen Creek Road; and

WHEREAS, the United States of America, through its Agent, Salt River Project Agricultural Improvement and Power District ("SRP") has requested that the City of Chandler grant SRP an irrigation easement to define the size of the existing easement; and

WHEREAS, the easement is being granted at no cost to SRP in order to clear up the question of its width.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the City Council of the City of Chandler, Arizona, authorizes and approves the granting of an Irrigation Easement to Salt River Project Agricultural Improvement and Power District, at no cost, on that certain property legally described and depicted in the attached Exhibit "A".

Section 2. That the granting of said Irrigation Easement shall be in substantially the form attached as Exhibit "B".

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the easement and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4953 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM

_____
CITY ATTORNEY

Published:

EXHIBIT “A”

Helix Engineering, LLC
Engineering / Surveying / Consulting

20' SRP EASEMENT
LEGAL DESCRIPTION

That portion of the Southeast quarter of Section 9, Township 2 South, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at a City of Chandler brass cap in hand-hole marking the Southeast corner of said Southeast quarter of Section 9;

Thence along the East line thereof, North 00°35'44" East, a distance of 100.72 feet;

Thence North 89°24'16" West, a distance of 57.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 89°24'16" West, a distance of 20.00 feet to a point on the West right-of-way line of Arizona Avenue as described in Warranty Deed 1996-0034213, Official Records of Maricopa County;

Thence North 00°35'44" East, along said West right-of-way line, a distance of 394.08 feet;

Thence North 04°01'45" East, along said West right-of-way line, a distance of 200.33 feet;

Thence North 00°35'47" East, along said West right-of-line, a distance of 16.82 feet to the Southeast corner of Tract "F" as shown on the plat entitled "CARINO COMMONS" recorded in book 508, of Maps, page 1, Official Records of Maricopa County;

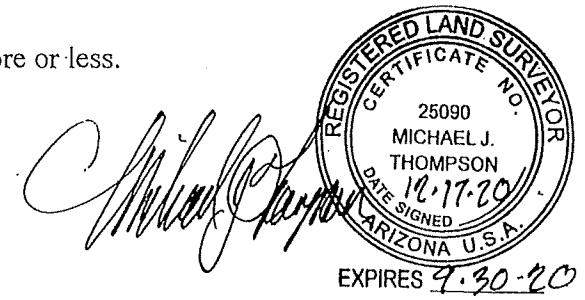
Thence South 89°24'16" East, a distance of 20.00 feet;

Thence South 00°35'44" West, along a line parallel with and 20.00 feet East of said West right-of-way line, a distance of 17.42 feet;

Thence South 04°01'45" West, along a line parallel with and 20.00 feet East of said West right-of-way line, a distance of 200.33 feet;

Thence South 00°35'44" West, along a line parallel with and 20.00 feet East of said West right-of-way line, a distance of 393.48 feet to the TRUE POINT OF BEGINNING;

Containing 12,225 square feet, or, 0.281 acres of land, more or less.



3240 E. Union Hills Dr. Suite #112 - Phoenix, AZ 85050 - 602-788-2616 - info@hxeng.com

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 89°24'16" W	57.00'
L2	N 89°24'16" W	20.00'
L3	N 00°35'47" E	16.82'
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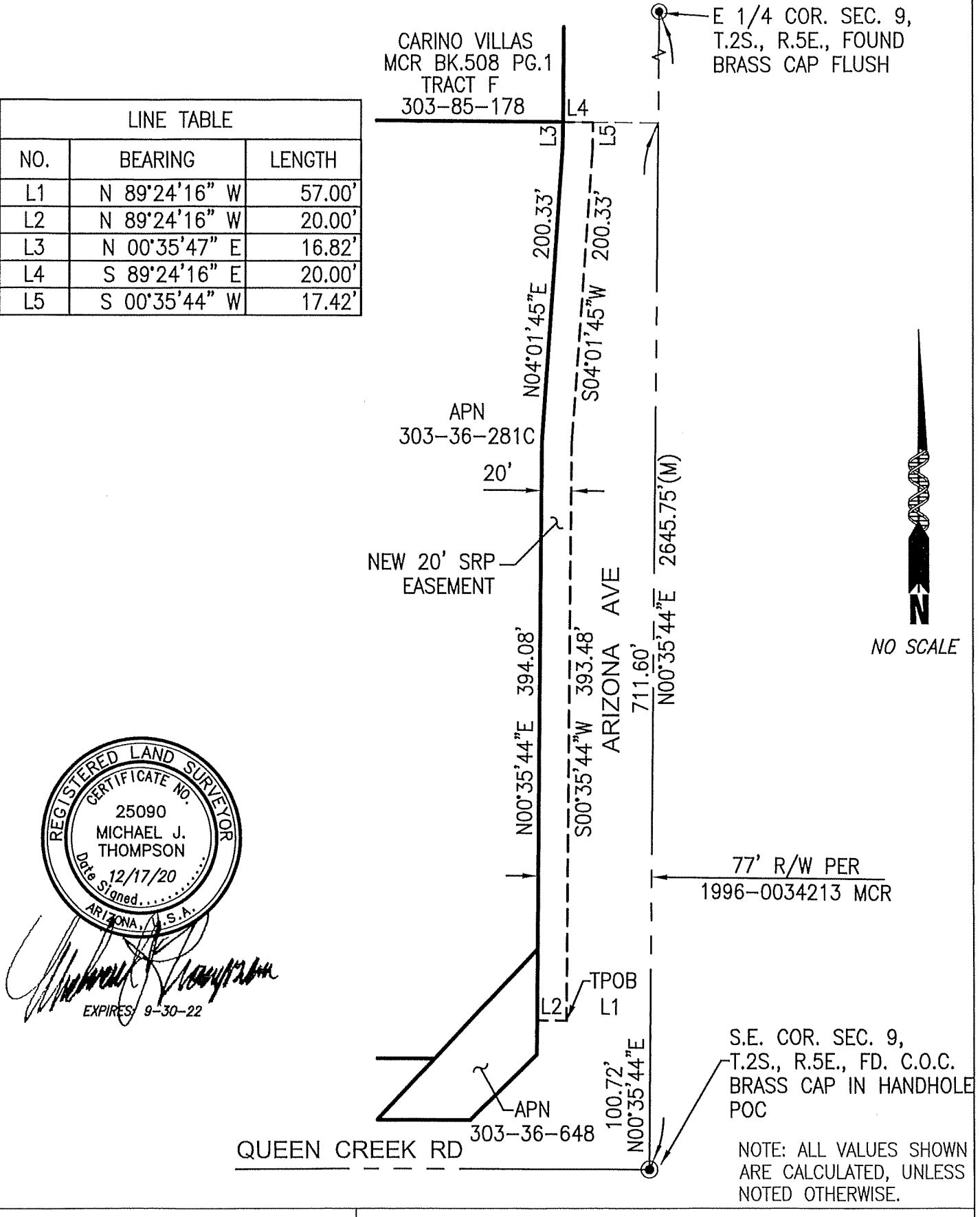

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25090
MICHAEL J. THOMPSON
Date Signed 12/17/20
ARIZONA, U.S.A.

EXPIRES: 9-30-22

NOTE: ALL VALUES SHOWN ARE CALCULATED, UNLESS NOTED OTHERWISE.

Helix Engineering, LLC
Engineering / Surveying / Consulting
3240 E Union Hills, Suite 113, Phoenix, AZ 85050
(ph) 602-788-2616, www.hxeng.com

EXHIBIT "B"
20' SRP EASEMENT DEDICATION

DRAWN BY: MJT	DEC. 17, 2020	JOB No.: 016
CHECKED BY: SB		SHEET 2 OF 2

EXHIBIT "B"

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County
Parcel# 303-36
SE ¼, SEC. 09, T02S, R05E

Agt. PAR
Job# LJ73804
W PAR C_____
R/W#: 241B

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF CHANDLER, ("Grantor"),
an Arizona municipal corporation,

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the non-exclusive right, easement and privilege to construct, reconstruct, operate and maintain an underground irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities (collectively, the "Irrigation Facilities) through, over, under and across the following described property:

Said easement being more particularly described on EXHIBIT A attached hereto and by reference made a part hereof.

Grantee shall have the right, but not the obligation, to trim, cut and clear away trees or brush in the easement area whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted. Grantor shall be responsible for the cost of removal of any trees or brush installed by Grantor that do not comply with the specifications in Exhibit C, attached hereto.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall automatically cease and revert to the Grantors, their heirs and assigns. This reversion is self-executing. However, in such event, and at Grantor's request, Grantee shall provide a quit claim deed or other recordable document sufficient to evidence the extinguishment of the easement and Grantee's interest in the real property described within this easement document.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor shall not erect, construct or permit to be erected or constructed any building, fence or other structure, drill any well or install swimming pools within the limits of said easement area, except Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines, street lighting and public utilities in the easement area which comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.

2. Other easements or permits for public utility purposes which Grantor grants in, upon, under, over and across the easement area described herein shall provide for compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.

3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth by the City Traffic Engineer in the latest edition of the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

4. Grantor shall warrant and defend the rights, easements, and privileges hereby granted and the priority of this easement against all acts of the Grantor and no other, subject to any matter that may appear of record.

5. If, in its use of the easement area for any purpose, Grantee disturbs or damages any property or improvements of Grantor constructed in accordance with Exhibit B, all such property or improvements so disturbed or damaged shall be restored as close to its previous condition as is reasonably possible at the expense of Grantee.

6. In no event shall Grantee cause any irrigation facility to be located closer than two (2) feet from back of the curb (existing or as planned and made known to Grantee before the execution of this easement) for the adjacent public street or paved roadway, except at the point where the irrigation facility will intersect and cross under any such public street or paved roadway.

7. Nothing herein or within the attached Exhibit C shall be construed to prohibit Grantor from installing any intersecting public street or paved roadway, including any related surface parking areas, curbs and gutters, landscaping irrigation lines, street lighting and public utilities related thereto, which intersects with and crosses over that portion of Grantor's road right of way in which the easement area lies, as indicated in the attached Exhibit A; provided, Grantor shall coordinate with Grantee to assure that such facilities will not damage or unreasonably interfere with Grantee's irrigation facilities.

IN WITNESS WHEREOF, **THE CITY OF CHANDLER,** an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, 20___.

THE CITY OF CHANDLER,
an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:

_____
City Attorney for the
City of Chandler

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, as _____, of **THE CITY OF CHANDLER**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

_____
Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

S/LANDFORM/MASTER/CofC IRRIGATION/NEW 2000

Helix Engineering, LLC
Engineering / Surveying / Consulting

20' SRP EASEMENT
LEGAL DESCRIPTION

That portion of the Southeast quarter of Section 9, Township 2 South, Range 5 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

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Containing 12,225 square feet, or, 0.281 acres of land, more or less.

EXPIRES 9-30-20

3240 E. Union Hills Dr. Suite #112 - Phoenix, AZ 85050 - 602-788-2616 - info@hxeng.com

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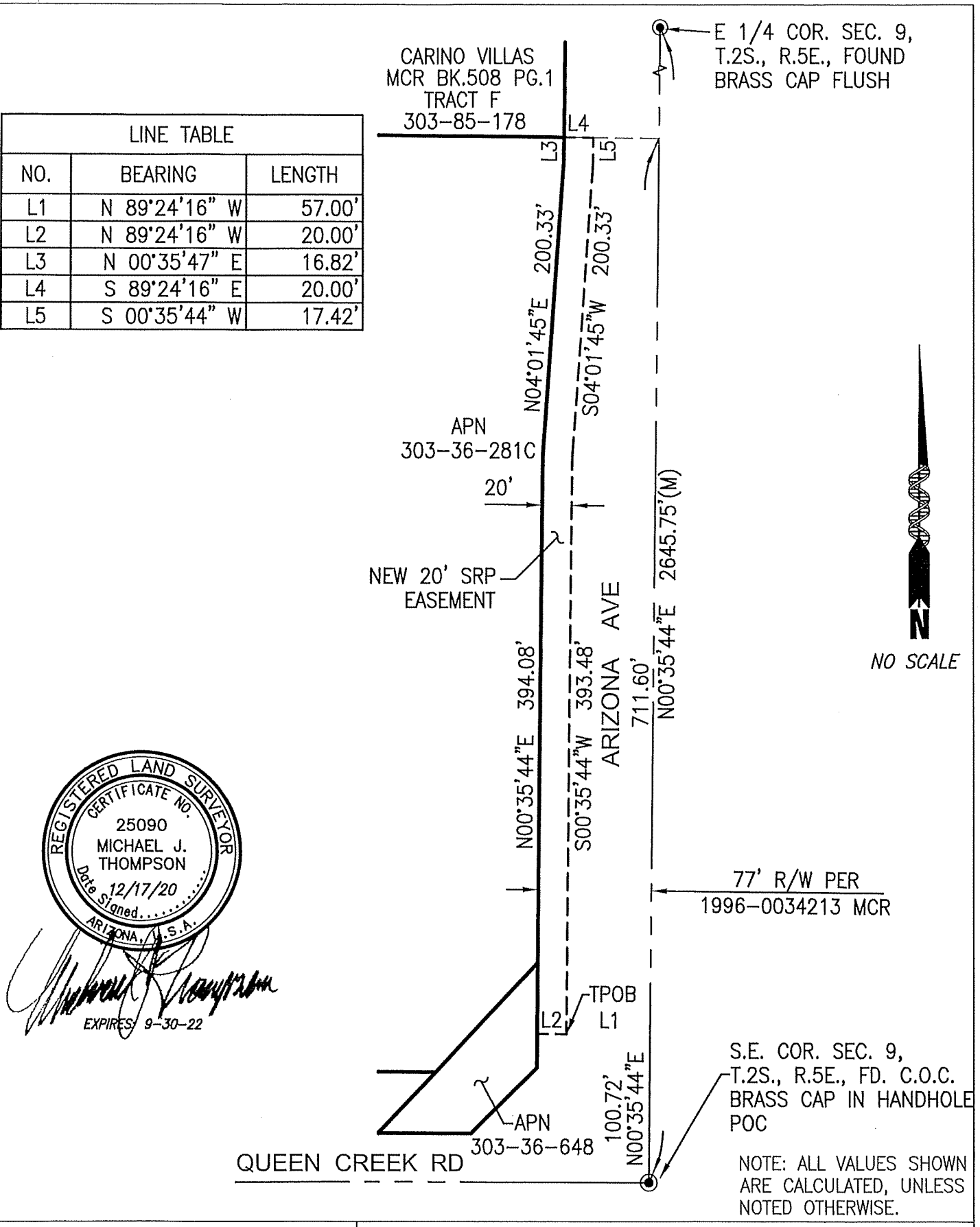

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25090
MICHAEL J. THOMPSON
Date Signed 12/17/20
ARIZONA, U.S.A.

EXPIRES: 9-30-22

NOTE: ALL VALUES SHOWN ARE CALCULATED, UNLESS NOTED OTHERWISE.

Helix Engineering, LLC
Engineering / Surveying / Consulting
3240 E Union Hills, Suite 113, Phoenix, AZ 85050
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EXHIBIT "B"
20' SRP EASEMENT DEDICATION

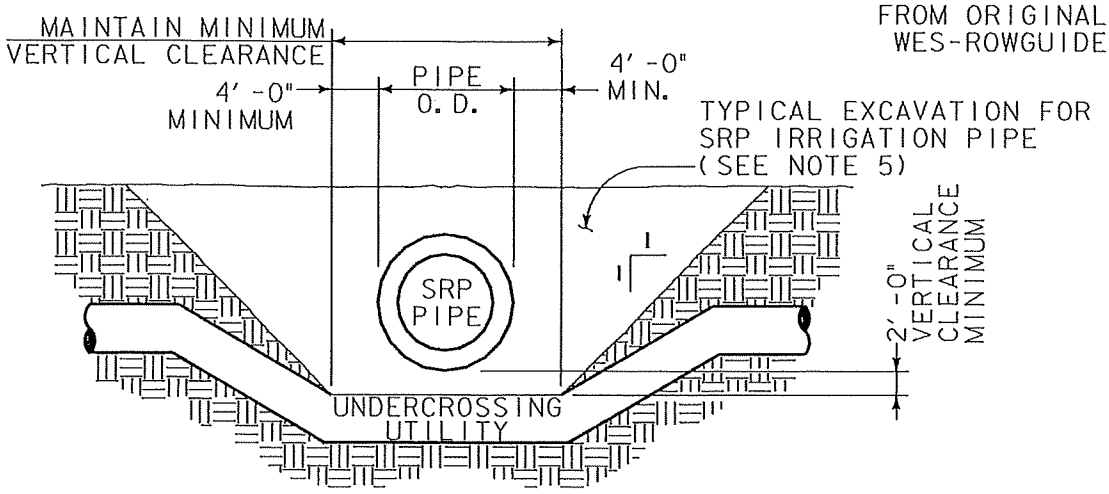
DRAWN BY: MJT	DEC. 17, 2020	JOB No.: 016
CHECKED BY: SB		SHEET 2 OF 2

EXHIBIT C

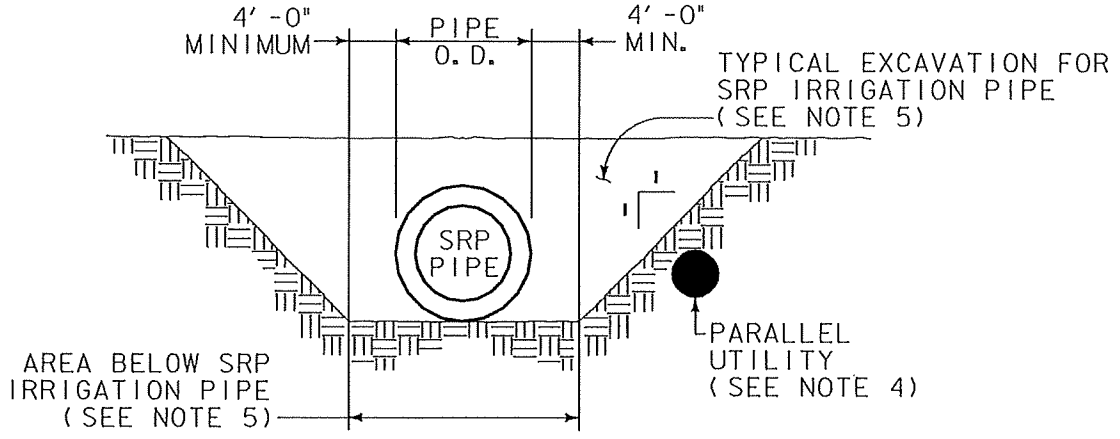
(PAGE 1 OF 2)

REV NO.	DATE
6	12/05/18

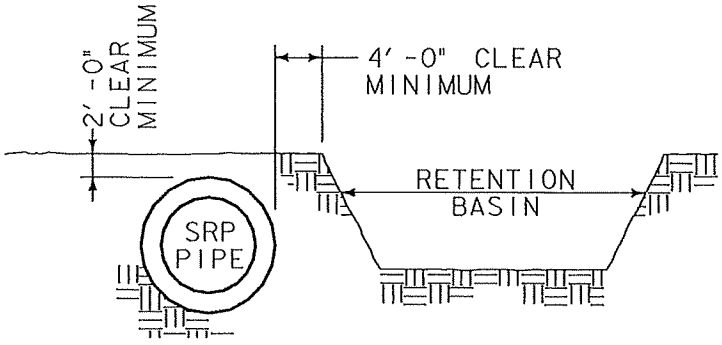
DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE



PIPELINE - UNDERCROSSING



PIPELINE - PARALLEL UTILITY



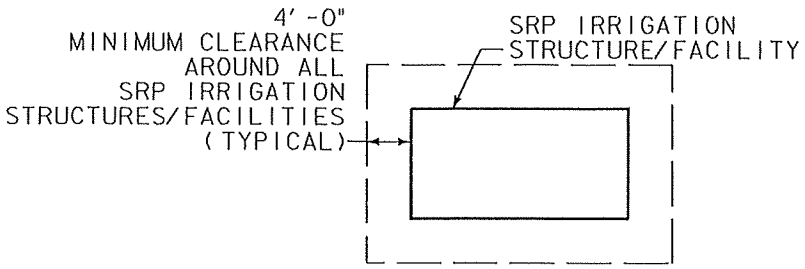
PIPELINES - RETENTION BASIN

EXHIBIT C

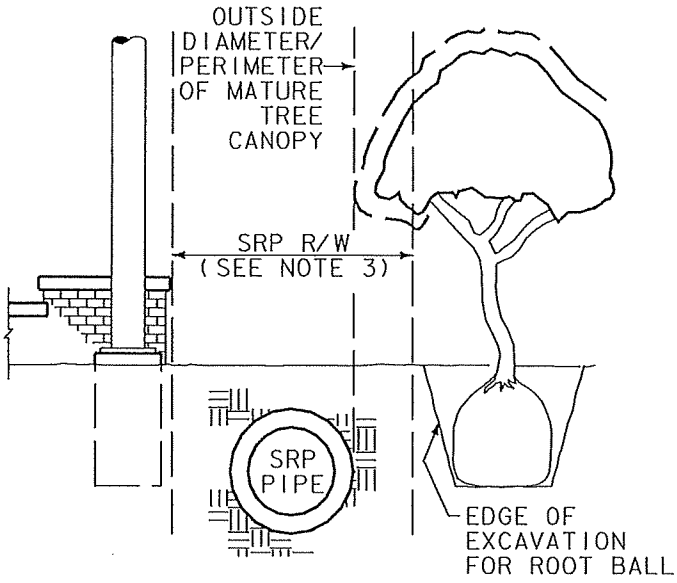
(PAGE 2 OF 2)

REV NO.	DATE
6	12/05/18

DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE



IRRIGATION STRUCTURE/FACILITY CLEARANCE



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
4. UTILITIES PARALLEL TO SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. LOCATED PARALLEL UTILITY OUTSIDE OF AREA SRP EXCAVATES WHEN MAINTAINING IRRIGATION PIPE, OR 4'-0" BEYOND SIDE OF THE OUTSIDE BELL DIAMETER OF THE SRP IRRIGATION PIPE, WHICHEVER IS GREATER. TYPICAL EXACAVATION INCLUDES AREA ABOVE AND TO EACH SIDE OF SRP IRRIGATION PIPE SIDE EXCAVATION INCLUDES AREA ABOVE A LINE EXTENDING UPWARD AND OUTWARD AT A ONE-TO-ONE SLOPE FROM A POINT LEVEL WITH THE BOTTOM OF AND 4'-0" BEYOND THE SIDE OF THE OUTSIDE BELL DIAMETER OF THE SRP IRRIGATION PIPE.
5. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.

ITEM 21

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE21-083

Date: February 8, 2021

To: Mayor and Council

Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
John Knudson, Public Works & Utilities Director
Andrew Goh, Capital Projects Manager

From: Erich Kuntze, Real Estate Manager

Subject: Final Adoption of Ordinance No. 4956 Granting Three (3) Irrigation Easements to Roosevelt Water Conservation District (RWCD) within Portions of Chandler Heights Road on Either Side of the Cooper Road Intersection, at No Cost, to Accommodate the Cooper Road Improvement Project, from Alamosa Drive to Riggs Road

---

Proposed Motion:

Move City Council approve final adoption of Ordinance No. 4956 granting three (3) irrigation easements to the Roosevelt Water Conservation District (RWCD) within portions of Chandler Heights Road on either side of the Cooper Road intersection, at no cost, to accommodate the Cooper Road Improvement Project, from Alamosa Drive to Riggs Road.

Background:

To accommodate the construction of the City's Cooper Road Improvement Project from Alamosa Drive to Riggs Road, the City must grant three (3) irrigation easements to the Roosevelt Water Conservation District so that RWCD facilities can cross Chandler Heights Road at three (3) locations on either side of Cooper Road. Granting the easements to RWCD would be at no cost as they are required by a City of Chandler project. Staff has reviewed and approved the easement and legal description for the requested easement.

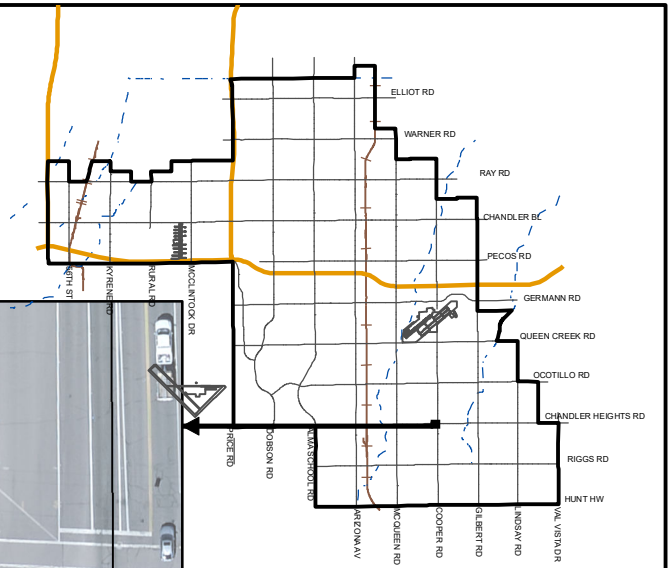
This Ordinance was introduced and tentatively adopted on January 28, 2021.

Attachments

Location Map
Ordinance No. 4956

CHANDLER arizona

GRANTING THREE (3) IRRIGATION EASEMENTS TO ROOSEVELT WATER CONSERVATION DISTRICT (RWCD) ON CHANDLER HEIGHTS ROAD AT COOPER ROAD



MEMO NO. RE21-083

ORDINANCE 4956

NTS

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ORDINANCE NO. 4956

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING THREE (3) IRRIGATION EASEMENTS TO ROOSEVELT WATER CONSERVATION DISTRICT ("RWCD") WITHIN PORTIONS OF CHANDLER HEIGHTS ROAD ON EITHER SIDE OF COOPER ROAD INTERSECTION, AT NO COST, TO ACCOMMODATE THE COOPER ROAD FROM ALAMOSA DRIVE TO RIGGS ROAD IMPROVEMENT PROJECT.

WHEREAS, the City of Chandler is improving Cooper Road from Alamosa Drive to Riggs Road along with a portion of Chandler Heights Road (the "Project"): and

WHEREAS, in order to accommodate the construction of this Project it is necessary to provide RWCD with three (3) irrigations easements allowing RWCD to cross Chandler Heights Road with their facilities; and

WHEREAS, the easements are being granted at no cost to RWCD as they are being granted to accommodate a City of Chandler project.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the City Council of the City of Chandler, Arizona, authorizes and approves the granting of three (3) Irrigation Easements to the Roosevelt Water Conservation District, at no cost, across those portions of Chandler Heights Road legally described and depicted in the attached Exhibit "A", "A-1" and "A-2".

Section 2. That the granting of said Irrigation Easements shall be in substantially the form attached as Exhibits "B", "B-1" and "B-2".

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the easements and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4956 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM

_____

CITY ATTORNEY

Published:

EXHIBIT "A"

Legal Description
RWCD Irrigation Easement - Lateral 17
City of Chandler

Job No. 17-007.41 November 14, 2018

Parcel 1:

A portion of the northeast quarter of Section 26, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the northeast corner of said Section 26, from which a brass cap flush at the east quarter corner of said Section 26 bears South 00 degrees 11 minutes 49 seconds East, 2647.44 feet.

thence along the east line of said northeast quarter, South 00 degrees 11 minutes 49 seconds West, 75.01 feet to the POINT OF BEGINNING;

thence South 0 degrees 11 minutes 49 seconds East, 14.00 feet;

thence South 88 degrees 48 minutes 47 seconds West, 71.01 feet;

thence North 45 degrees 41 minutes 31 seconds West, 19.63 feet;

thence North 88 degrees 48 minutes 47 seconds East, 85.01 feet to the POINT OF BEGINNING.

Together with the following described parcel:

Parcel 2:

A portion of the northeast quarter of Section 26, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the northeast corner of said Section 26, from which a brass cap flush at the east quarter corner of said Section 26 bears South 00 degrees 11 minutes 49 seconds East, 2647.44 feet.

thence along the east line of said northeast quarter, South 00 degrees 11 minutes 49 seconds West, 75.01 feet;

thence South 88 degrees 48 minutes 47 seconds West, 124.38 feet to the POINT OF BEGINNING;

thence South 88 degrees 48 minutes 47 seconds West, 14.00 feet;

thence North 0 degrees 32 minutes 39 seconds West, 75.00 feet;

thence North 88 degrees 48 minutes 47 seconds East, 14.00 feet;

thence South 0 degrees 32 minutes 39 seconds East, 75.00 feet to the POINT OF BEGINNING.

Together with the following described parcel:

Parcel 3:

A portion of the northeast quarter of Section 26, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the northeast corner of said Section 26, from which a brass cap flush at the east quarter corner of said Section 26 bears South 00 degrees 11 minutes 49 seconds East, 2647.44 feet.

thence along the east line of said northeast quarter, South 00 degrees 11 minutes 49 seconds West, 75.01 feet;

thence South 88 degrees 48 minutes 47 seconds West, 391.75 feet;

thence North 0 degrees 11 minutes 55 seconds West, 10.00 feet;

thence South 88 degrees 48 minutes 47 seconds West, 138.53 feet to the POINT OF BEGINNING;

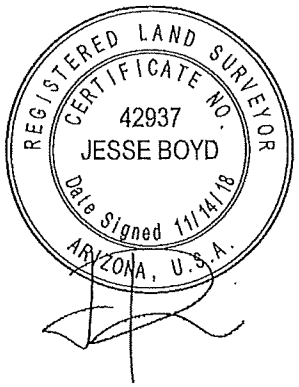
thence South 88 degrees 48 minutes 47 seconds West, 14.00 feet;

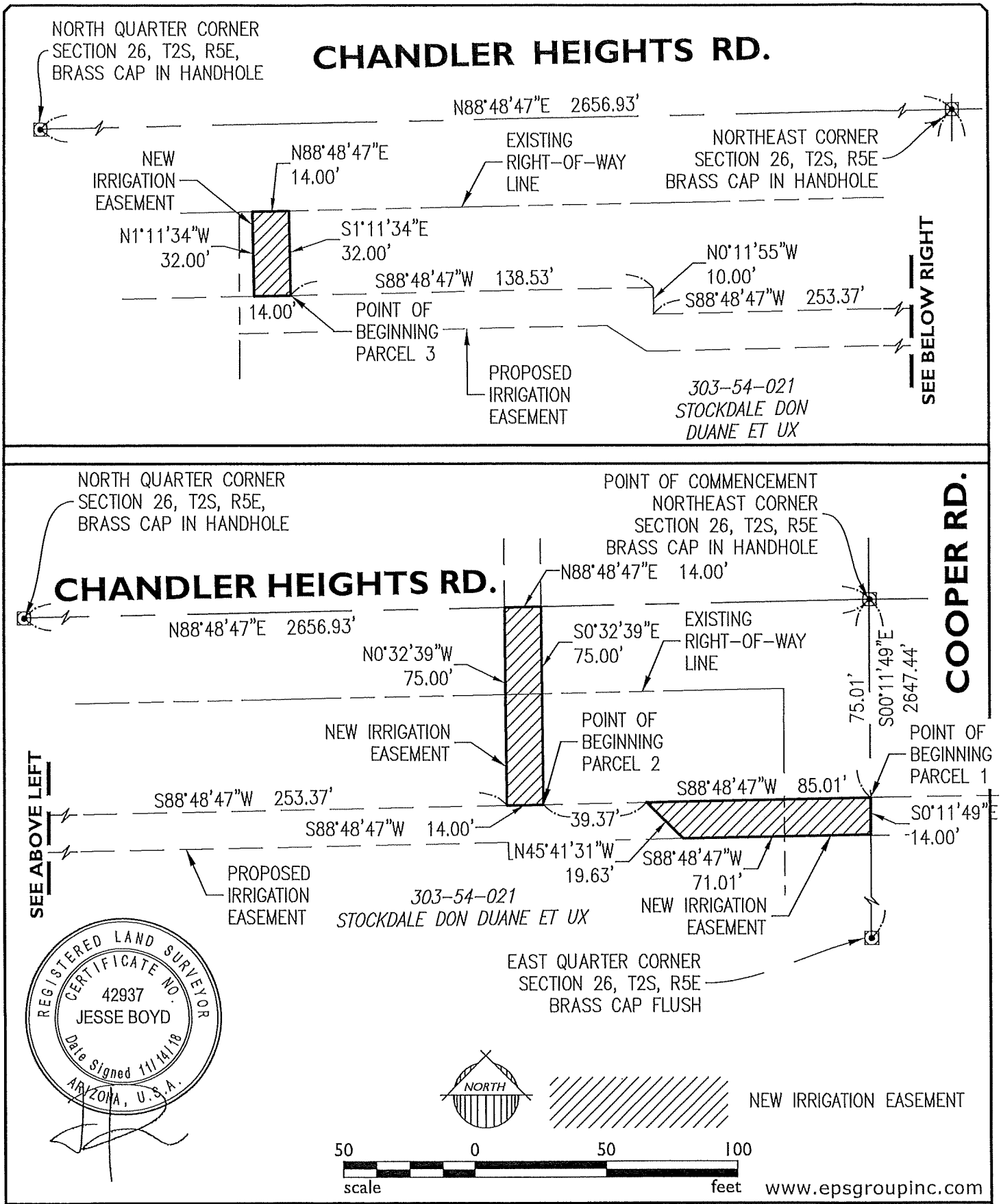
thence North 1 degrees 11 minutes 34 seconds West, 32.00 feet;

thence North 88 degrees 48 minutes 47 seconds East, 14.00 feet;

thence South 1 degrees 11 minutes 34 seconds East, 32.00 feet to the POINT OF BEGINNING.

Contains 2,590 square feet 0.0595 acres, more or less.





17-007.41

EXHIBIT

RWCD IRRIGATION EASEMENT - LATERAL 17
CITY OF CHANDLER

EPS GROUP

EXHIBIT "A-1"

Legal Description
RWCD Irrigation Easement - Lateral 17
CITY OF CHANDLER

Job No. 17-007.41 November 14, 2018

A portion of the southeast quarter of Section 23, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the southeast corner of said Section 23, from which a brass cap in handhole at the south quarter corner of said Section 23 bears South 88 degrees 48 minutes 47 seconds West, 2656.93 feet.

thence along the south line of said southeast quarter, South 88 degrees 48 minutes 47 seconds West, 124.83 feet to the POINT OF BEGINNING;

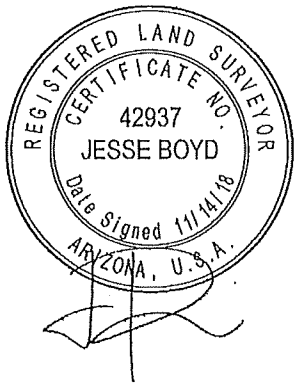
thence South 88 degrees 48 minutes 47 seconds West, 14.00 feet;

thence North 0 degrees 32 minutes 39 seconds West, 63.84 feet;

thence North 88 degrees 48 minutes 47 seconds East, 14.00 feet;

thence South 0 degrees 32 minutes 39 seconds East, 63.84 feet to the POINT OF BEGINNING.

Contains 892.98 square feet or 0.0205 acres, more or less.



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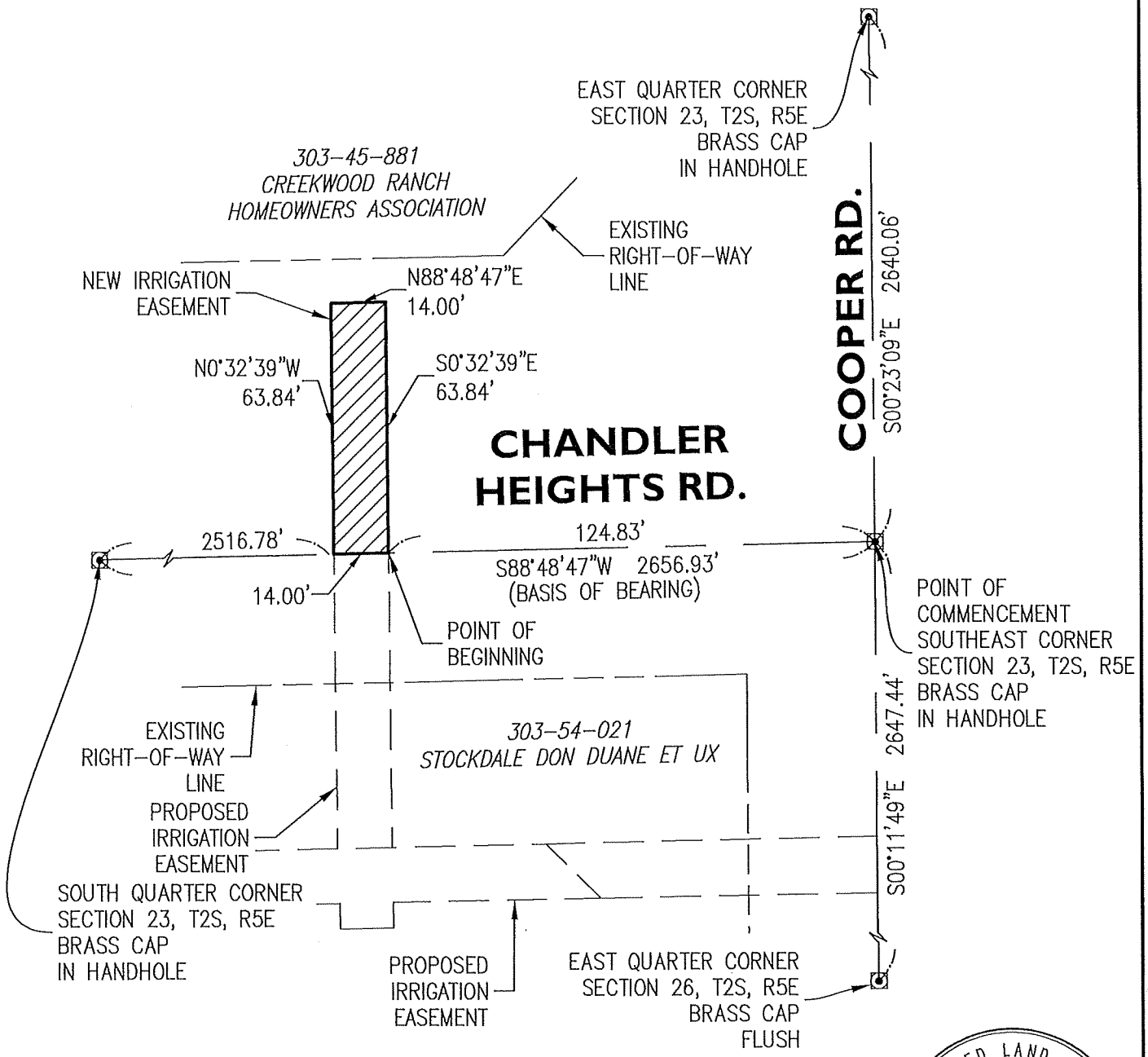
Tel (480) 503-2250 • Fax (480) 503-2258



www.epsgroupinc.com

17-007.41

EXHIBIT

RWCD IRRIGATION EASEMENT - LATERAL 17
CITY OF CHANDLER

EPS GROUP

EXHIBIT "A-2"

Legal Description
RWCD Irrigation Easement - Lateral 17
CITY OF CHANDLER

Job No. 17-007.41 November 14, 2018

Parcel 1:

A portion of the northwest quarter of Section 25, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the northwest corner of said Section 25, from which a brass cap in handhole at the north quarter corner of said Section 25 bears North 89 degrees 16 minutes 40 seconds East, 2628.72 feet.

thence along the north line of said northwest quarter, South 0 degrees 11 minutes 49 seconds East, 75.00 feet to the POINT OF BEGINNING;

thence North 89 degrees 16 minutes 40 seconds East, 74.31 feet;

thence South 44 degrees 32 minutes 28 seconds West, 19.89 feet;

thence South 89 degrees 16 minutes 40 seconds West, 60.31 feet;

thence North 0 degrees 11 minutes 49 seconds West, 14.00 feet to the POINT OF BEGINNING.

Together with the following described parcel:

Parcel 2:

A portion of the northwest quarter of Section 25, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the northwest corner of said Section 25, from which a brass cap in handhole at the north quarter corner of said Section 25 bears North 89 degrees 16 minutes 40 seconds East, 2628.72 feet.

thence along the north line of said northwest quarter, South 0 degrees 11 minutes 49 seconds East, 75.00 feet;

thence North 89 degrees 16 minutes 40 seconds East, 74.31 feet;

thence North 89 degrees 16 minutes 40 seconds East, 180.00 feet;

thence North 0 degrees 42 minutes 58 seconds West, 10.00 feet;

thence North 89 degrees 16 minutes 40 seconds East, 10.00 feet to the POINT OF BEGINNING;

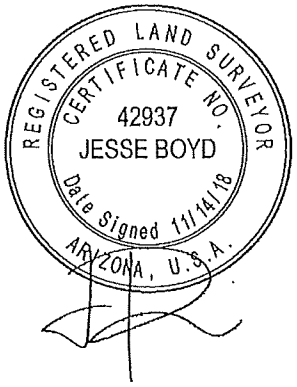
thence North 44 degrees 16 minutes 40 seconds East, 45.25 feet;

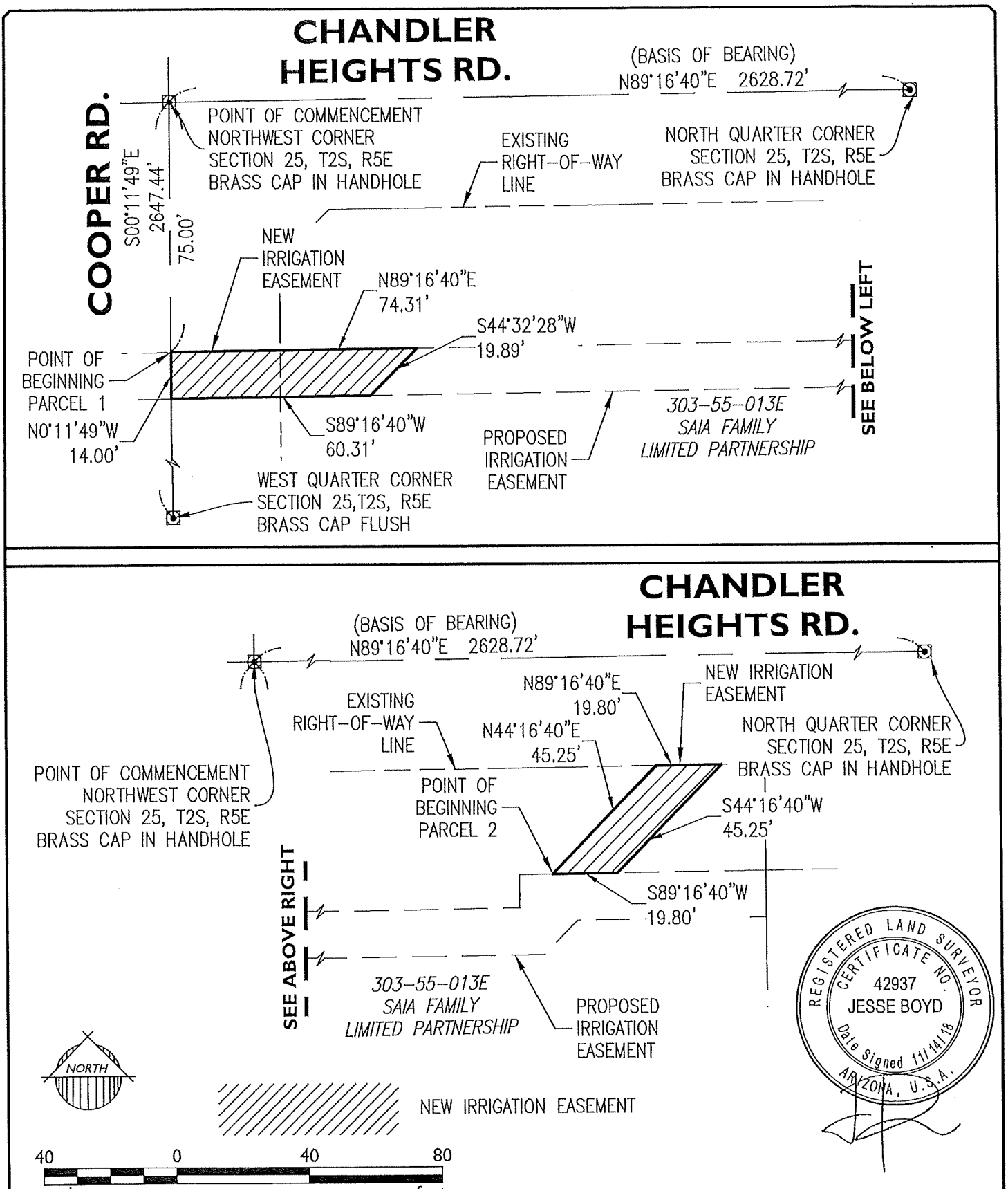
thence North 89 degrees 16 minutes 40 seconds East, 19.80 feet;

thence South 44 degrees 16 minutes 40 seconds West, 45.25 feet;

thence South 89 degrees 16 minutes 40 seconds West, 19.80 feet to the POINT OF BEGINNING.

Contains 1,572.516 square feet or 0.0361 acres, more or less.





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17-007.41

EXHIBIT

RWCD IRRIGATION EASEMENT - LATERAL 17
CITY OF CHANDLER

EPS GROUP

EXHIBIT "B"

WHEN RECORDED RETURN TO:

Roosevelt Water Conservation District
P.O. Box 100
15400 S. Higley Road
Higley, AZ 85236

ROOSEVELT WATER CONSERVATION DISTRICT
IRRIGATION FACILITIES EASEMENT

(COC – Cooper Road @ Chandler Heights - RWCD Lat 17-5W – COC West #1)

NE¼ S26 T2S R5E
Maricopa County G&SRM

CITY OF CHANDLER, a municipal corporation ("Grantor"), for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **ROOSEVELT WATER CONSERVATION DISTRICT**, an Arizona irrigation and water conservation district organized and existing under the laws of the State of Arizona, its employees, agents, contractors, co-owners, participants, licensees and permittees, and its and their respective successors and assignees, whether in whole or in part (collectively, "Grantee"), a non-exclusive easement ("Easement") in, on, over, across, upon, and under the lands described in Exhibit A attached hereto (hereinafter "Easement Property") for the purposes of construction, installation, maintenance, operation, repair, reconstruction, replacement, removal, and access to and improvement of irrigation system facilities, which include, but are not limited to, sub-surface and surface piping, turnouts, gates, ditches and access roadways, and other appliances, appurtenances, and fixtures associated with the transmission, distribution, and delivery of water and other related purposes (collectively, "Facilities"), at such locations and elevations over, across, under, and upon the Easement Property as Grantee may now or in the future deem convenient or necessary, together with the right of vehicular and pedestrian ingress and egress through and within the Easement Property as Grantor may now or in the future deem convenient or necessary.

The lands over, across, under, and upon which this Easement is granted are situated in the County of Maricopa, State of Arizona, in portions of the of the Northeast ¼ of Section 26, Township 2 South, Range 5 East of the Gila and Salt River Meridian, as are more particularly described in Exhibit A attached hereto.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Property for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Easement Property or the Facilities, or endanger any of the Facilities or the use thereof.

If Grantee records a document to formally abandon the Easement Grantee's rights hereunder to the part or the property abandoned shall cease and Grantee's rights to the part of the property abandoned shall revert to Grantor.

The covenants and agreements in this Easement shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on, Grantee and Grantor and their respective successors (including successors in ownership and estate), assigns, and lessees.

Notice is given that excavation and related activity within the Easement Property may be subject to compliance with Arizona's Underground Facilities Act, A.R.S. §§ 40-360.21, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this Irrigation System Facilities Easement Agreement this _____ day of _____, 2019.

GRANTOR:
CITY OF CHANDLER, an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM

CITY ATTORNEY

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2019, the foregoing instrument was acknowledged before me by _____, the _____ of the CITY OF CHANDLER, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the municipal corporation for the purposes therein contained.

My Commission Expires:

_____
Notary Public

GRANTEE:
ROOSEVELT WATER CONSERVATION DISTRICT

By: _____
Shane M. Leonard, General Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2019, the foregoing instrument was acknowledged before me by Shane M. Leonard, the General Manager of the ROOSEVELT WATER CONSERVATION DISTRICT, an irrigation district organized and existing under the laws of the State of Arizona ("RWCD"), on behalf of RWCD.

My Commission Expires:

_____
Notary Public

Exhibit A
to
Irrigation System Facilities Easement Agreement

DESCRIPTION OF IRRIGATION SYSTEM FACILITIES EASEMENT PROPERTY

[To Be Attached]

Legal Description
RWCD Irrigation Easement - Lateral 17
City of Chandler

Job No. 17-007.41 November 14, 2018

Parcel 1:

A portion of the northeast quarter of Section 26, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the northeast corner of said Section 26, from which a brass cap flush at the east quarter corner of said Section 26 bears South 00 degrees 11 minutes 49 seconds East, 2647.44 feet.

thence along the east line of said northeast quarter, South 00 degrees 11 minutes 49 seconds West, 75.01 feet to the POINT OF BEGINNING;

thence South 0 degrees 11 minutes 49 seconds East, 14.00 feet;

thence South 88 degrees 48 minutes 47 seconds West, 71.01 feet;

thence North 45 degrees 41 minutes 31 seconds West, 19.63 feet;

thence North 88 degrees 48 minutes 47 seconds East, 85.01 feet to the POINT OF BEGINNING.

Together with the following described parcel:

Parcel 2:

A portion of the northeast quarter of Section 26, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

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thence along the east line of said northeast quarter, South 00 degrees 11 minutes 49 seconds West, 75.01 feet;

thence South 88 degrees 48 minutes 47 seconds West, 124.38 feet to the POINT OF BEGINNING;

thence South 88 degrees 48 minutes 47 seconds West, 14.00 feet;

thence North 0 degrees 32 minutes 39 seconds West, 75.00 feet;

thence North 88 degrees 48 minutes 47 seconds East, 14.00 feet;

thence South 0 degrees 32 minutes 39 seconds East, 75.00 feet to the POINT OF BEGINNING.

Together with the following described parcel:

Parcel 3:

A portion of the northeast quarter of Section 26, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the northeast corner of said Section 26, from which a brass cap flush at the east quarter corner of said Section 26 bears South 00 degrees 11 minutes 49 seconds East, 2647.44 feet.

thence along the east line of said northeast quarter, South 00 degrees 11 minutes 49 seconds West, 75.01 feet;

thence South 88 degrees 48 minutes 47 seconds West, 391.75 feet;

thence North 0 degrees 11 minutes 55 seconds West, 10.00 feet;

thence South 88 degrees 48 minutes 47 seconds West, 138.53 feet to the POINT OF BEGINNING;

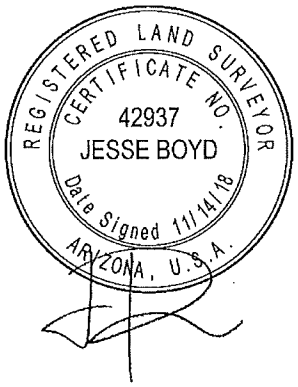
thence South 88 degrees 48 minutes 47 seconds West, 14.00 feet;

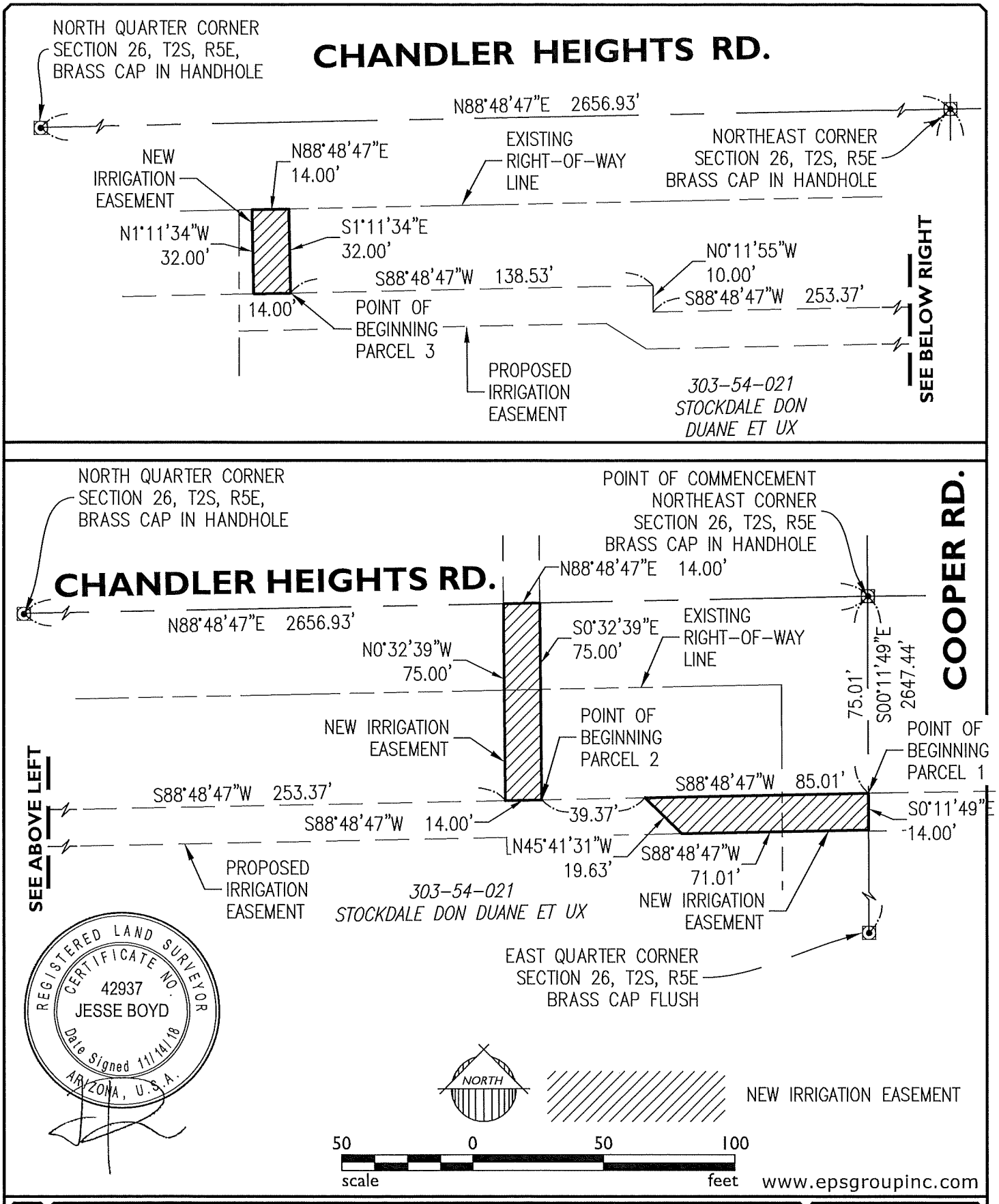
thence North 1 degrees 11 minutes 34 seconds West, 32.00 feet;

thence North 88 degrees 48 minutes 47 seconds East, 14.00 feet;

thence South 1 degrees 11 minutes 34 seconds East, 32.00 feet to the POINT OF BEGINNING.

Contains 2,590 square feet 0.0595 acres, more or less.





17-007.41

EXHIBIT

RWCD IRRIGATION EASEMENT - LATERAL 17
CITY OF CHANDLER

EPS GROUP

EXHIBIT "B-1"

WHEN RECORDED RETURN TO:

Roosevelt Water Conservation District
P.O. Box 100
15400 S. Higley Road
Higley, AZ 85236

ROOSEVELT WATER CONSERVATION DISTRICT
IRRIGATION FACILITIES EASEMENT
(COC – Cooper Road @ Chandler Heights - RWCD Lat 17-5W – COC West #2)

SE¼ S23 T2S R5E
Maricopa County G&SRM

CITY OF CHANDLER, a municipal corporation ("Grantor"), for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **ROOSEVELT WATER CONSERVATION DISTRICT**, an Arizona irrigation and water conservation district organized and existing under the laws of the State of Arizona, its employees, agents, contractors, co-owners, participants, licensees and permittees, and its and their respective successors and assignees, whether in whole or in part (collectively, "Grantee"), a non-exclusive easement ("Easement") in, on, over, across, upon, and under the lands described in Exhibit A attached hereto (hereinafter "Easement Property") for the purposes of construction, installation, maintenance, operation, repair, reconstruction, replacement, removal, and access to and improvement of irrigation system facilities, which include, but are not limited to, sub-surface and surface piping, turnouts, gates, ditches and access roadways, and other appliances, appurtenances, and fixtures associated with the transmission, distribution, and delivery of water and other related purposes (collectively, "Facilities"), at such locations and elevations over, across, under, and upon the Easement Property as Grantee may now or in the future deem convenient or necessary, together with the right of vehicular and pedestrian ingress and egress through and within the Easement Property as Grantor may now or in the future deem convenient or necessary.

The lands over, across, under, and upon which this Easement is granted are situated in the County of Maricopa, State of Arizona, in portions of the of the Southeast ¼ of Section 23, Township 2 South, Range 5 East of the Gila and Salt River Meridian, as are more particularly described in Exhibit A attached hereto.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Property for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Easement Property or the Facilities, or endanger any of the Facilities or the use thereof.

If Grantee records a document to formally abandon the Easement Grantee's rights hereunder to the part or the property abandoned shall cease and Grantee's rights to the part of the property abandoned shall revert to Grantor.

The covenants and agreements in this Easement shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on, Grantee and Grantor and their respective successors (including successors in ownership and estate), assigns, and lessees.

Notice is given that excavation and related activity within the Easement Property may be subject to compliance with Arizona's Underground Facilities Act, A.R.S. §§ 40-360.21, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this Irrigation System Facilities Easement Agreement this _____ day of _____, 2019.

GRANTOR:
CITY OF CHANDLER, an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM

CITY ATTORNEY

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2019, the foregoing instrument was acknowledged before me by _____, the _____ of the CITY OF CHANDLER, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the municipal corporation for the purposes therein contained.

My Commission Expires:

_____
Notary Public

GRANTEE:
ROOSEVELT WATER CONSERVATION DISTRICT

By: _____
Shane M. Leonard, General Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2019, the foregoing instrument was acknowledged before me by Shane M. Leonard, the General Manager of the ROOSEVELT WATER CONSERVATION DISTRICT, an irrigation district organized and existing under the laws of the State of Arizona ("RWCD"), on behalf of RWCD.

My Commission Expires:

_____
Notary Public

Exhibit A
to
Irrigation System Facilities Easement Agreement

DESCRIPTION OF IRRIGATION SYSTEM FACILITIES EASEMENT PROPERTY

[To Be Attached]

Legal Description
RWCD Irrigation Easement - Lateral 17
CITY OF CHANDLER

Job No. 17-007.41 November 14, 2018

A portion of the southeast quarter of Section 23, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the southeast corner of said Section 23, from which a brass cap in handhole at the south quarter corner of said Section 23 bears South 88 degrees 48 minutes 47 seconds West, 2656.93 feet.

thence along the south line of said southeast quarter, South 88 degrees 48 minutes 47 seconds West, 124.83 feet to the POINT OF BEGINNING;

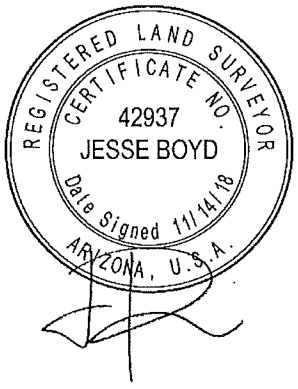
thence South 88 degrees 48 minutes 47 seconds West, 14.00 feet;

thence North 0 degrees 32 minutes 39 seconds West, 63.84 feet;

thence North 88 degrees 48 minutes 47 seconds East, 14.00 feet;

thence South 0 degrees 32 minutes 39 seconds East, 63.84 feet to the POINT OF BEGINNING.

Contains 892.98 square feet or 0.0205 acres, more or less.



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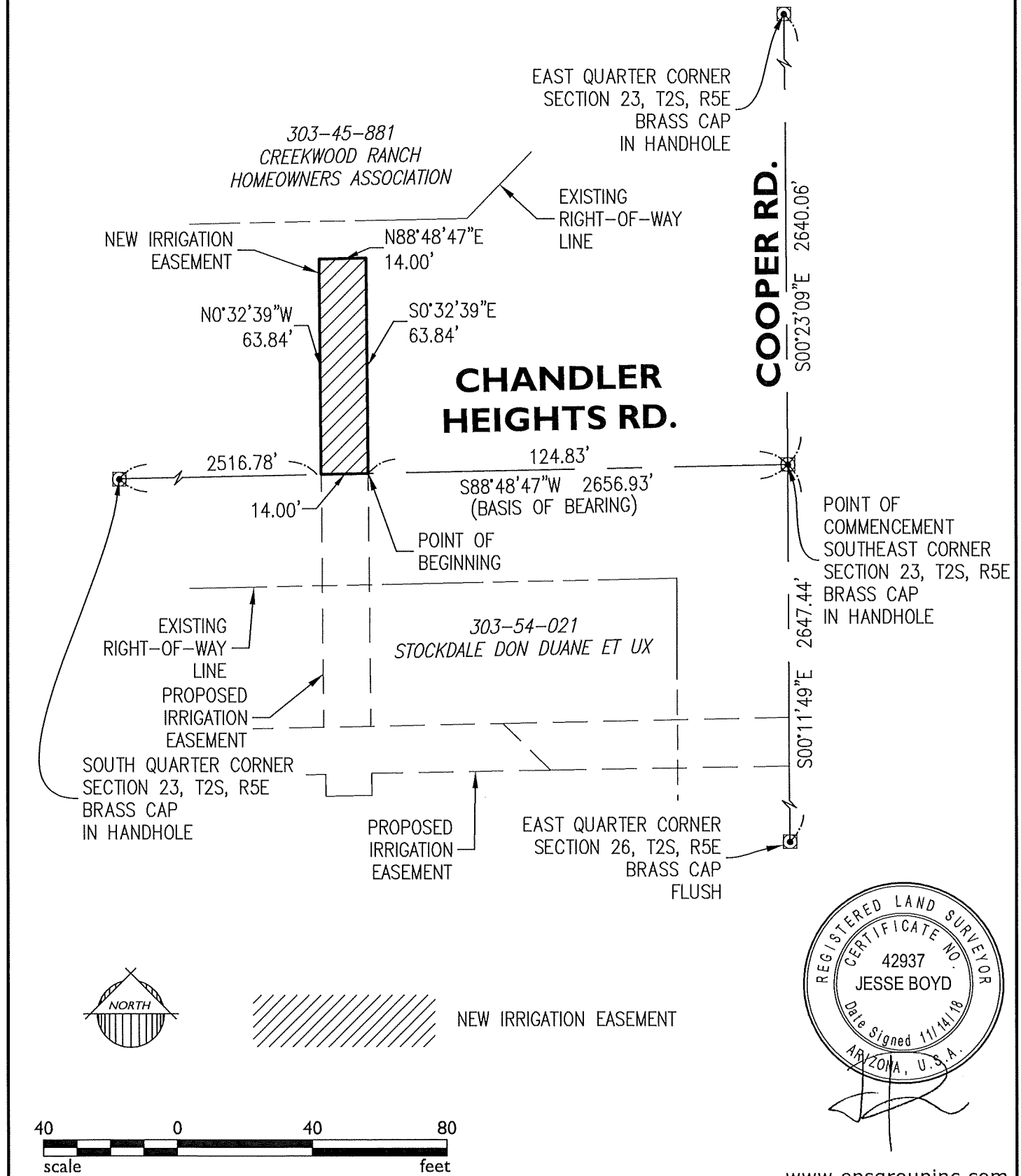
Tel (480) 503-2250 • Fax (480) 503-2258



www.epsgroupinc.com

17-007.41

EXHIBIT

RWCD IRRIGATION EASEMENT - LATERAL 17
CITY OF CHANDLER

EPS GROUP

EXHIBIT "B-2"

WHEN RECORDED RETURN TO:

Roosevelt Water Conservation District
P.O. Box 100
15400 S. Higley Road
Higley, AZ 85236

ROOSEVELT WATER CONSERVATION DISTRICT
IRRIGATION FACILITIES EASEMENT
(COC – Cooper Road @ Chandler Heights - RWCD Lat 17-5W – COC East)

NW¼ S25 T2S R5E
Maricopa County G&SRM

CITY OF CHANDLER, a municipal corporation ("Grantor"), for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **ROOSEVELT WATER CONSERVATION DISTRICT**, an Arizona irrigation and water conservation district organized and existing under the laws of the State of Arizona, its employees, agents, contractors, co-owners, participants, licensees and permittees, and its and their respective successors and assignees, whether in whole or in part (collectively, "Grantee"), a non-exclusive easement ("Easement") in, on, over, across, upon, and under the lands described in Exhibit A attached hereto (hereinafter "Easement Property") for the purposes of construction, installation, maintenance, operation, repair, reconstruction, replacement, removal, and access to and improvement of irrigation system facilities, which include, but are not limited to, sub-surface and surface piping, turnouts, gates, ditches and access roadways, and other appliances, appurtenances, and fixtures associated with the transmission, distribution, and delivery of water and other related purposes (collectively, "Facilities"), at such locations and elevations over, across, under, and upon the Easement Property as Grantee may now or in the future deem convenient or necessary, together with the right of vehicular and pedestrian ingress and egress through and within the Easement Property as Grantor may now or in the future deem convenient or necessary.

The lands over, across, under, and upon which this Easement is granted are situated in the County of Maricopa, State of Arizona, in portions of the of the Northwest ¼ of Section 25, Township 2 South, Range 5 East of the Gila and Salt River Meridian, as are more particularly described in Exhibit A attached hereto.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Property for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Easement Property or the Facilities, or endanger any of the Facilities or the use thereof.

If Grantee records a document to formally abandon the Easement Grantee's rights hereunder to the part or the property abandoned shall cease and Grantee's rights to the part of the property abandoned shall revert to Grantor.

The covenants and agreements in this Easement shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on, Grantee and Grantor and their respective successors (including successors in ownership and estate), assigns, and lessees.

Notice is given that excavation and related activity within the Easement Property may be subject to compliance with Arizona's Underground Facilities Act, A.R.S. §§ 40-360.21, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this Irrigation System Facilities Easement Agreement this _____ day of _____, 2019.

GRANTOR:
CITY OF CHANDLER, an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM

CITY ATTORNEY

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2019, the foregoing instrument was acknowledged before me by _____, the _____ of the CITY OF CHANDLER, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the municipal corporation for the purposes therein contained.

My Commission Expires:

_____
Notary Public

GRANTEE:
ROOSEVELT WATER CONSERVATION DISTRICT

By: _____
Shane M. Leonard, General Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2019, the foregoing instrument was acknowledged before me by Shane M. Leonard, the General Manager of the ROOSEVELT WATER CONSERVATION DISTRICT, an irrigation district organized and existing under the laws of the State of Arizona ("RWCD"), on behalf of RWCD.

My Commission Expires:

_____
Notary Public

Exhibit A
to
Irrigation System Facilities Easement Agreement

DESCRIPTION OF IRRIGATION SYSTEM FACILITIES EASEMENT PROPERTY

[To Be Attached]

Legal Description
RWCD Irrigation Easement - Lateral 17
CITY OF CHANDLER

Job No. 17-007.41 November 14, 2018

Parcel 1:

A portion of the northwest quarter of Section 25, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the northwest corner of said Section 25, from which a brass cap in handhole at the north quarter corner of said Section 25 bears North 89 degrees 16 minutes 40 seconds East, 2628.72 feet.

thence along the north line of said northwest quarter, South 0 degrees 11 minutes 49 seconds East, 75.00 feet to the POINT OF BEGINNING;

thence North 89 degrees 16 minutes 40 seconds East, 74.31 feet;

thence South 44 degrees 32 minutes 28 seconds West, 19.89 feet;

thence South 89 degrees 16 minutes 40 seconds West, 60.31 feet;

thence North 0 degrees 11 minutes 49 seconds West, 14.00 feet to the POINT OF BEGINNING.

Together with the following described parcel:

Parcel 2:

A portion of the northwest quarter of Section 25, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in hand hole at the northwest corner of said Section 25, from which a brass cap in handhole at the north quarter corner of said Section 25 bears North 89 degrees 16 minutes 40 seconds East, 2628.72 feet.

thence along the north line of said northwest quarter, South 0 degrees 11 minutes 49 seconds East, 75.00 feet;

thence North 89 degrees 16 minutes 40 seconds East, 74.31 feet;

thence North 89 degrees 16 minutes 40 seconds East, 180.00 feet;

thence North 0 degrees 42 minutes 58 seconds West, 10.00 feet;

thence North 89 degrees 16 minutes 40 seconds East, 10.00 feet to the POINT OF BEGINNING;

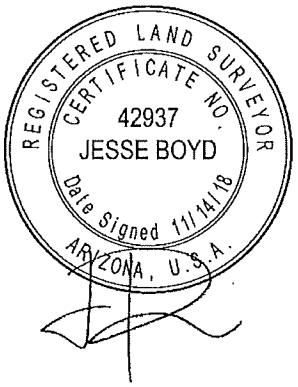
thence North 44 degrees 16 minutes 40 seconds East, 45.25 feet;

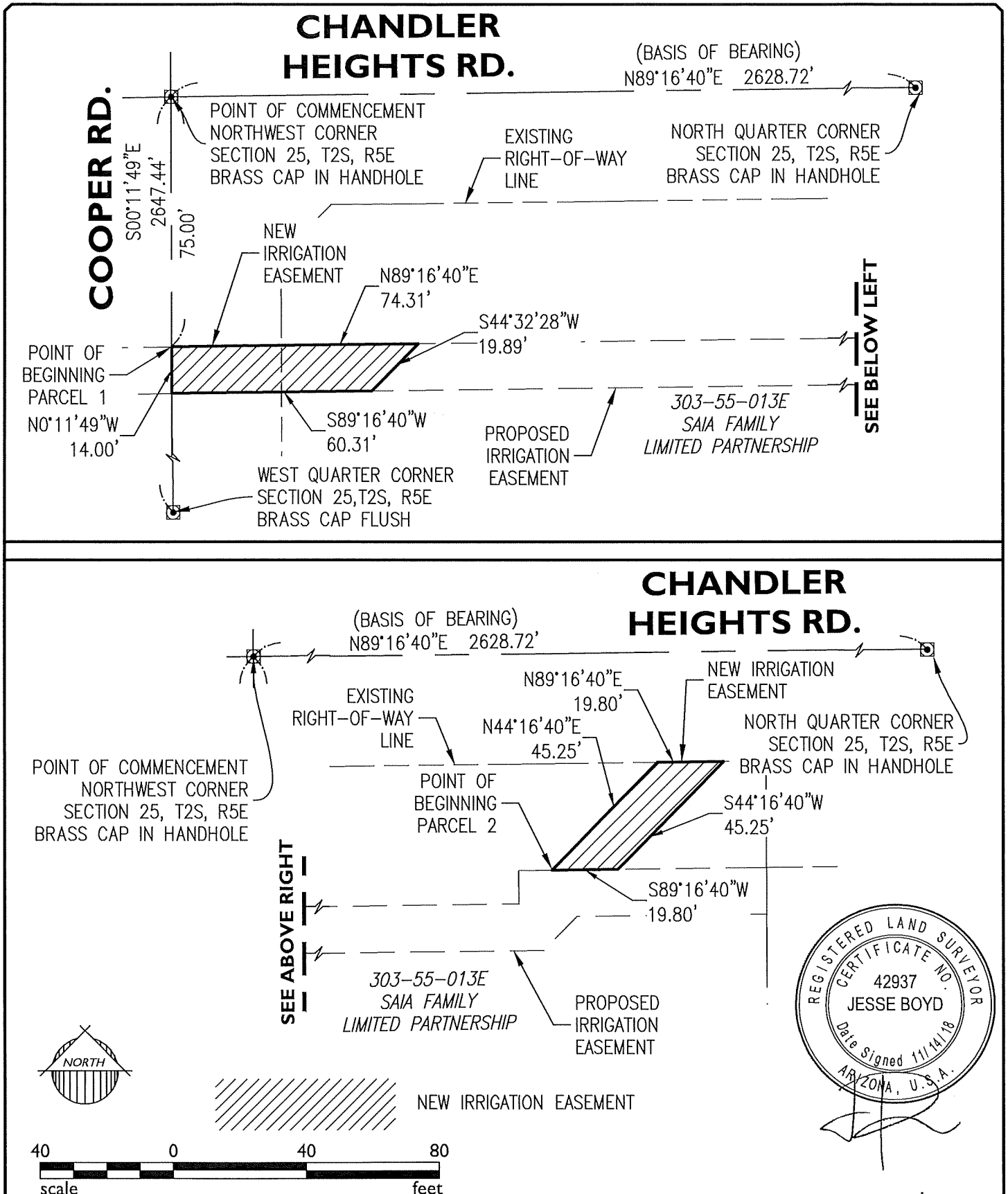
thence North 89 degrees 16 minutes 40 seconds East, 19.80 feet;

thence South 44 degrees 16 minutes 40 seconds West, 45.25 feet;

thence South 89 degrees 16 minutes 40 seconds West, 19.80 feet to the POINT OF BEGINNING.

Contains 1,572.516 square feet or 0.0361 acres, more or less.





www.epsgroupinc.com

17-007.41

EXHIBIT

RWCD IRRIGATION EASEMENT - LATERAL 17
CITY OF CHANDLER

EPS GROUP

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** PW21-019

Date: February 8, 2021

To: Mayor and Council

Thru: Marsha Reed, City Manager
Joshua H. Wright, Assistant City Manager
John Knudson, Public Works & Utilities Director
Andrew Goh, Capital Projects Manager

From: Warren White, Principal Engineer

Subject: Final Adoption of Ordinance No. 4948 Adopting Updated Versions of Previously Adopted Public Works Design and Construction Standards and Amending Chapter 43, Section 43-4.5, Subsections 43-4.5.A, 43-4.5.B, 43-4.5.C, 43-4.5.D, 43-4.5.E, 43-4.5.G, and 43-4.5.I of the Code of the City of Chandler, Relating to the Adoption of these Updated Design And Construction Standards

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Proposed Motion:

Move City Council approve final adoption of Ordinance No. 4948 adopting updated versions of previously adopted Public Works design and construction standards and amending Chapter 43, Section 43-5, Subsections 43-4.5.A, 43-4.5.B, 43-4.5.C, 43-4.5.D, 43-4.5.E, 43-4.5.G, and 43-4.5.I of the Code of the City of Chandler, relating to the adoption of these updated design and construction standards.

Background:

The City maintains and publishes Engineering Standard Details and Specifications, and Technical Design Manuals (TDM), which have been created to guide developers and City staff on the design and construction of the City's infrastructure. These documents are adopted by the City Council.

In addition to various general revisions, this update includes revised City fiber optic communication cable and conduit standards, revisions to the Traffic Barricade Manual for new on-line application submittal process, and continued updates for Americans with Disabilities Act compliance.

The Engineering Design Standards Committee, with representation from multiple City departments, reviews proposed changes to the design standards and makes recommendations for annual updates. This process also involves reviewing the Maricopa Association of Governments (MAG) Specifications and Standards and their annually-proposed revisions to determine if City standards could be removed in favor of MAG standards.

This Ordinance would amend the following design standards:

- January 2020 Standard Details and Specifications Manual
- January 2020 Technical Design Manual No. 1 & 2, Water & Wastewater System Design
- January 2020 Technical Design Manual No. 3, Drainage Policies and Standards
- January 2020 Technical Design Manual No. 4, Street Access and Design Control
- January 2020 Technical Design Manual No. 5, Traffic Signal Design

- January 2016 Technical Design Manual No. 7, Traffic Barricade Design
- Adopt the 2021 revisions to the MAG Uniform Standard Specifications and Details with certain modifications

The revisions were provided to members of the development industry, including the Home Builders Association of Central Arizona (HBACA), the Arizona Multihousing Association (AMA), utility providers, and engineering design consultants. Comments received were incorporated into these revisions, where appropriate.

The complete set of current and revised Standard Details and Specifications is available for review on the City Unified Development Manual (UDM) website and on file with the City Clerk. A detailed summary of the changes is also attached.

This Ordinance was introduced and tentatively adopted on January 28, 2021.

Attachments

Ordinance No. 4948
Change Summary 2021

ORDINANCE NO. 4948

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THAT DOCUMENT ENTITLED "2020 AMENDMENTS TO CHANDLER CITY CODE CHAPTER 43, SECTION 43-4.5" TO BE A PUBLIC RECORD; AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 43 (PUBLIC WORKS AND UTILITIES DEPARTMENT), SECTION 43-4.5, SUBSECTIONS 43-4.5.A, 43-4.5.B, 43-4.5.C, 43-4.5.D, 43-4.5.E, 43-4.5.G, AND 43-4.5.I TO CONFORM WITH UPDATED DESIGN AND CONSTRUCTION STANDARDS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Chandler has previously adopted certain documents establishing minimum public works design and construction standards and specifications and believes it to be prudent to adopt the updated versions of those documents; and

WHEREAS, Chapter 43, Section 43-4.5 needs to be amended to reflect adoption of those updated public works documents.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That certain documents known as the "2020 Amendments to Chandler City Code Chapter 43, Section 43-4.5" one paper copy and one electronic copy of which shall remain on file in the office of the City Clerk, is hereby declared to be a public record.

Section 2. That the Chandler City Code, Chapter 43, Section 43-4.5, Subsections 43-4.5.A, 43-4.5.B, 43-4.5.C, 43-4.5.D, 43-4.5.E, 43-4.5.G, and 43-4.5.I are hereby amended by adoption of the amendments set forth in "2020 Amendments to Chandler City Code Chapter 43, Section 43-4.5" said documents having been declared to be a public record.

Section 3. Providing for Repeal of Conflicting Ordinances.
All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed.

Section 4. Providing for Severability.
If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of December, 2020.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this _____ day of December, 2020.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I, HEREBY CERTIFY, that the above and foregoing Ordinance No. 4948 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of December, 2020, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

PUBLISHED:

2020 Amendments to Chandler City Code Chapter 43, Section 43-4.5
{Public Record for Ordinance No. 4948}

Chandler City Code, Chapter 43 (Public Works and Utilities Department), Section 43-4.5 is hereby amended by adding the following (additions in ALL CAPS, deletions in ~~strikeout~~):

43-4.5. The following standards, details, specifications, and/or policies regarding public works improvements are in effect in the City of Chandler:

A. *City of Chandler Standard Details and Specifications.* That certain document on file with the City Clerk marked, known and designated as "City of Chandler Standard Details and Specifications", January ~~2020~~ 2021 Edition, is hereby adopted by reference and made a part hereof as if set forth at length herein.

B. *City of Chandler Technical Design Manual, Numbers 1 and 2: Water and Wastewater System Design.* That certain document on file with the City Clerk marked, known and designated as "City of Chandler Technical Design Manual, Numbers 1 and 2: Water and Wastewater System Design", January ~~2020~~ 2021 Edition, is hereby adopted by reference and made a part hereof as though set forth at length herein.

C. *City of Chandler Technical Design Manual, Numbers 3: Drainage Policies and Standards.* That certain document on file with the City Clerk marked, known and designated as "City of Chandler Technical Design Manual, Numbers 3: Drainage Policies and Standards", January ~~2020~~ 2021 Edition, is hereby adopted by reference and made a part hereof as though set forth at length herein.

D. *City of Chandler Technical Design Manual, Number 4: Street Design and Access Control.* That certain document on file with the City Clerk marked, known and designated as "City of Chandler Technical Design Manual, Number 4: Street Design and Access Control", January ~~2020~~ 2021 Edition, is hereby adopted by reference and made a part hereof as though set forth at length herein.

E. *City of Chandler Technical Design Manual, Number 5: Traffic Signal Design.* That certain document on file with the City Clerk marked, known and designated as "City of Chandler Technical Design Manual, Number 5: Traffic Signal Design," January ~~2020~~ 2021 Edition, is hereby adopted by reference and made a part hereof as though set forth at length herein.

F. *City of Chandler Technical Design Manual, Number 6: Streetlight Design.* That certain document on file with the City Clerk marked, known and designated as "City of Chandler Technical Design Manual, Number 6: Streetlight Design", January 2020 Edition, is hereby adopted by reference and made a part hereof as though set forth at length herein.

G. *City of Chandler Technical Design Manual, Number 7: Traffic Barricade Design.* That certain document on file with the City Clerk marked, known, and designated as "City of Chandler Technical Design Manual, Number 7: Traffic Barricade Design," January ~~2016~~ 2021 Edition, is hereby adopted by reference and made a part hereof as if set forth at length herein.

H. *City of Chandler Technical Design Manual, Number 8: Landscape Design of Rights-of-Ways, Medians and Retention Basins.* That certain document on file with the City Clerk marked, known and designated as "City of Chandler Technical Design Manual, Number 8: Landscape Design of Rights-of Ways, Medians and Retention Basins", May 2018 Edition, is hereby adopted by reference and made a part hereof as though set forth at length herein.

I. *MAG Uniform Standard Specifications and Details.* That certain document on file with the City Clerk marked, known and designated as Uniform Standard Specifications and Details for Public Works Construction, Sponsored and Distributed by the Maricopa Association of Governments, ~~2020~~ 2021 Edition, is hereby adopted by reference and made a part hereof as though set forth at length herein with the additions, insertions, deletions and changes set forth below.

1. The Public Works and Utilities Director/designee is authorized to increase standard street cross sections, both pavement and right-of-way widths, as necessary to maintain required traffic service levels when a traffic analysis indicates the need for additional lanes of traffic.

2. Where MAG refers to corrective actions for deviations from standards and provides options for "When the contracting agency is the owner" or "When the contracting agency is not the owner (i.e. permits)", the Public Works and Utilities Director/designee is authorized to utilize any of the corrective actions listed regardless of whether the City is the contracting agency or not.

J. *[Reserved.]*

K. *Policy on Geometric Design of Highways and Streets.* That certain document on file with the City Clerk marked, known and designated as "The Policy on Geometric Design of Highways and Streets," 2004 Edition, published by the American Association of State Highway and Transportation Officials, is hereby adopted by reference and made a part hereof as though set forth at length herein.

L. *City of Chandler Manual on Stormwater Quality Protection.* That certain document on file with the City Clerk marked, known and designated as "City of Chandler Manual on Stormwater Quality Protection, December, 2007 Edition," is hereby adopted by reference and made a part hereof as if set forth at length herein.

Document No.	***Title***	***Revision Summary***
Standard Details		
C-112 Pg 1	ENGINEERED UTILITY BORE	Revision to Bore Profile Typ. Section to show City fiber conduit per C-200 revision. Revision to title block for Pg 1 designation.
C-112 Pg 2	ENGINEERED UTILITY BORE	New Pg 2 detail to illustrate minimum separation requirements between City wet utility and 'Bore/Dry Private Utility" per MAG Table 608-3.
C-113	TRASH RECEPTACLE ENCLOSURE	Revision to note 1 to correct spelling of enclosures
C-200	STANDARD UTILITY LOCATIONS ARTERIAL STREETS	Revision to City fiber conduit (T.S.) location adding primary location at R/W line and alternate location at 6" back-of-curb.
C-203	MAJOR ARTERIAL STREET TYPICAL CROSS SECTION	Revision to base course note no. 2A. "Thickness shall conform to COC Standard Detail C-239, 12" minimum.
C-203	MAJOR ARTERIAL STREET TYPICAL CROSS SECTION	Add note 7 pertaining to minimum 0.2% longitudinal grade consistent with other street cross section details.
C-206	COLLECTOR STREET WITH MEDIAN TYPICAL CROSS SECTION	Removing note regarding waiving sidewalk on one side of the roadway. Due to onsite ADA route requirements, the City will now require sidewalks adjacent to all public streets in order to better meet the intent of the ADA.
C-208	INDUSTRIAL COLLECTOR STREET TYPICAL CROSS SECTION	Removing note regarding waiving sidewalk on one side of the roadway. Due to onsite ADA route requirements, the City will now require sidewalks adjacent to all public streets in order to better meet the intent of the ADA.
C-209	COLLECTOR BOULEVARD TYPICAL CROSS SECTION	Removing note regarding waiving sidewalk on one side of the roadway. Due to onsite ADA route requirements, the City will now require sidewalks adjacent to all public streets in order to better meet the intent of the ADA.
C-210	COLLECTOR STREET TYPICAL CROSS SECTION	Removing note regarding waiving sidewalk on one side of the roadway. Due to onsite ADA route requirements, the City will now require sidewalks adjacent to all public streets in order to better meet the intent of the ADA.
C-239	DEPTH OF BASE COURSE MAJOR & MINOR ARTERIAL	Revision to set 12" as min base thickness in chart. Revised note 2 to clarify under asphalt concrete surface.
C-256	TYPICAL RAISED CROSSWALK	Major update to existing detail meeting current construction standards. New title "TYPICAL MID-BLOCK RAISED CROSSWALK".
C-262	MANHOLE / WATER VALVE BOX CURB REALIGNMENT	NEW detail to realign curb & gutter where a manhole or water valve are in conflict
C-301 Pg 1	WATER SERVICE INSTALLATION	Revision to note no. 1 allowing use of compression fittings on 1" services. Revision to note no. 3 adding use only approved meter flange adaptor for reducing the service line.
C-301 Pg 1	WATER SERVICE INSTALLATION	Removing note at lower left restricting taps on 16" mains.
C-308	WATER PIPE BEDDING DETAIL	Updating notes to fully reference MAG Section 601 and City List of Approved Products.
C-401	MANHOLE CONCRETE COLLAR AND ADJUSTMENT TYPES	Added note 8 for Type 'B' adjustments pertaining to fiberglass manholes with necks (typically around 3" tall above barrel) to ensure no weight is on the neck. Revised note 6, adding "and concrete collar installation."
C-402	SEWER PIPE BEDDING DETAIL	Revisions to move ABC to 1' above pipe, updating notes to fully reference MAG Section 601 and City List of Approved Products.
C-510	TEMPORARY RETENTION BASIN MULCH DRYWELL	NEW detail for temporary retention basin grading and drainage, improving drainage and ongoing maintenance requirements.

Technical Design Manuals		
TDM #1&2	Water and Wastewater System Design	Revision to page 13, first paragraph, removing "Water services may not be installed on 16 inch water lines."
TDM #1&2	Water and Wastewater System Design	Revisions to page 32, Section J. Private Reclaimed Water System design considerations, removing medium volume users consistent with reclaimed water agreement.
TDM #3	Drainage Policies and Standards	Revision to page 19, Section 6.11.1 Surface Basins, adding reference to NEW detail C-510 for temporary retention basins.
TDM #4	Street Design and Access Control	Revisions to page 33 pertaining to traffic signal conduit and interconnect conduit. Revise language to refer to TDM#5 for the interconnect conduit requirements.
TDM #4	Street Design and Access Control	Revision to page 30, Section 3.4, remove subgrade relative compaction paragraph in favor of MAG standards. Relative compaction under MAG 301.3 requires 95% below pavement, curb & gutter, attached sidewalk, roadway shoulders, and other areas within R/W subject to vehicular traffic, but allows 85% below detached sidewalks not subject to vehicular traffic.
TDM #5	Traffic Signal Design	Various revisions related to fiber, equipment and conduit requirements. Revisions to specify use of 2013 ADOT Standards instead of current. ADOT recently changed their signal standards and City wishes to continue using 2013 style poles/arms for maintenance and interchangeability purposes. Minor updates to TS-02, TS-07 and TS-08. Revised conduit notes on TS-14.
TDM #7	Traffic Barricade Manual	General cleanup including dept./division updates due to reog, title changes, phone number updates, pronouns, consistency, etc. More relevant revisions include: 1) Updating procedure to online application submittal, review, and permit approval (instead of paper or email submittals). 2) Changing advance notice required from 1 to 3 days for lane restrictions. 3) Changing advance notice required from 3 to 5 days for alley closures. 4) Changing min 36 inch accessible path width to 60 inch (or 48 inch with 60x60 inch passing spaces every 200 feet) meeting ADA.
Specifications (Supplements to MAG)		
SECTION 340	CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY, AND ALLEY ENTRANCE	Remove Section 340.3 supplement in favor of MAG subgrade compaction standards. Related to revision to TDM# 4, Section 3.4.
SECTION 355	UTILITY POTHOLES-KEYHOLE METHOD	NEW supplement specification to ensure 1/2-sack CLSM is used as backfill for pothole repairs (vs mechanical compaction).
SECTION 608	HORIZONTAL DIRECTIONAL DRILLING	Revision to replace existing Bore/Plan Profile supplement language providing more clarity where City and MAG differ in particular with the tables.

ITEM 23

City Council Memorandum **Development Services** **Memo No.** N/A

Date: February 8, 2021
To: Mayor and Council
From: Development Services Department
Subject: Study Session Minutes of the January 6, 2021, Planning and Zoning Commission Meeting

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Attachments

Jan 6, 2021 P&Z SS Minutes

STUDY SESSION MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA January 6, 2021, held in the City Council Chambers, 88 E. Chicago Street.

1. CALL TO ORDER / ROLL CALL

VICE CHAIRMAN ROSE called the study session to order at 4:30 p.m.

The following Commissioners answered Roll Call:
Vice Chairman David Rose
Commissioner Robert Klob
Commissioner Michael Flanders
Commissioner George Kimble
Commissioner Gregg Pekau
Commissioner Matt Eberle

Absent:
Chairman Rick Heumann

Also, present:
Mr. Kevin Mayo, Planning Administrator
Mr. David de la Torre, Planning Manager
Ms. Lauren Schumann, Senior City Planner
Ms. Susan Fiala, Senior City Planner
Mr. Benjamin Cereceres, City Planner
Mr. Thomas Allen, Assistant City Attorney
Ms. Catherine Flores, Clerk

2. AGENDA ITEMS:

a. PLH19-0063/PLT19-0055 ELUX AT MCQUEEN,

Request rezoning from Agricultural (AG-1) to Planned Area Development (PAD) for multi-family residential, Preliminary Development Plan approval for site layout, building architecture, and Preliminary Plat approval on approximately 12.87 acres located at the southeast corner of McQueen Road and the Santan 202 Freeway.

Following the writing of the staff memo, Planning staff modified rezoning stipulation #11. The rezoning stipulation #11 was amended to state the following, "The developer shall be responsible for the design and installation of a traffic signal at the intersection of McQueen Road and Armstrong Way during the initial phase of construction".

Background

- Approximately 12.87 net acres
- Subject site zoned AG-1 and undeveloped
- General Plan designates the site as Neighborhoods and within a Growth Area
- Chandler Airpark Area Plan (CAAP) designates the site as High Density Residential (HDR)
- 12.1-18 units per acre (du/ac)
- Project consist of 162 units totaling 12.59 du/ac

Surrounding Land Use Data

North	Santan 202 Freeway, then single family residential	South	Single-family; 6.7 du/acres
East	Multi-family; 17.94 du/ac	West	McQueen Road, then vacant agricultural

General Plan and Area Plan Designations

Plan	Recommended Land Use	Proposed Amendment
General Plan	Neighborhoods & Growth Area	No Change
Chandler Airpark Area Plan	High Density Residential (HDR) 12.1-18 du/ac	No Change

Proposed Project Data

Proposed Land Use		• Multi-family dwelling units • 162 Units • 12.59 dwelling units per acre (du/ac)
Building Design	Height	• 17' 6" single-story buildings • 27' 6" two-story buildings; max 30 feet • As measured to top of highest point of roof
	Roof Design and Material	• Gable roofs and flat parapets • Concrete roof tiles
	Façade Materials	• Modern architectural style • Stucco • Tile cladding
	Building Accents	• Four different sizes of tempered glazed windows • Metal trim/fascia • Tile cladding • Canopy at front-door and rear patios
	Building Access	• Direct ground-floor walk-up access to each unit
Site Design & Open Space		• Detached and attached single-family like rental units • 108 1-story units • 54 2-story units • Private gated yards for each unit, 192-248 sq. ft. typ. • Pool, ramadas, pickle ball court, indoor community gym, dog park, and 1-story club house • 2.88 acres of shared open space • Full signalized access along McQueen Road with secondary access from Senate Street to the east; the development will

	be gated
Parking	• 300 parking spaces required • 327 parking spaces provided including private garages, covered and uncovered spaces, and guest parking

Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan and more specifically consistent with the 1998 Chandler Airpark Area Plan (CAAP) designation of High Density Residential. Densities up to 18 dwelling units per acre can be considered for properties adjacent to arterial streets, freeways, and/or employment corridors. The subject site abuts the Santan 202 freeway and existing multi-family to the east. The proposed single unit detached and attached units offer a transition between low-medium density residential single-family to the south and the freeway to the north while still aligning with the vision of the CAAP. Although the proposal is for multi-family residential, its design and function are similar to single-family residential.

Staff finds the proposal to be consistent with the goals of the General Plan and the CAAP, and recommends approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood notice letter was mailed out in lieu of a meeting due to no residential development in the notification area.
- As of the writing of this memo, Planning staff is not aware of opposition to the request.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Land Use and Zoning Code.
- To comply with CDC social distancing guidelines, the applicant hosted a digital neighborhood meeting via zoom on September 30, 2020. Five (5) households attended the virtual meeting and had general questions about the proposal and buffer between the multi-family and the existing subdivision to the south. No opposition was expressed.
- Planning staff has received one phone call from a Horizon resident, whose home fronts Senate Street, with traffic concerns from the proposed development. Staff stated Senate Street was built for access to the subject site and a majority of proposed traffic from the new development will use the McQueen Road entry.
- As of writing this memo, Planning staff has not received any opposition regarding the request.

Airport Commission Conflict Evaluation

Airport Commission meeting November 18, 2020.
Motion to find a conflict with existing or planned airport operations.

In Favor: 5 Opposed: 0 Absent: 2 (Siegel, Kruse)

The Airport Commission reviewed the request in accordance with the Airport Conflicts Evaluation Process. The Airport Manager has issued a conflicts evaluation report indicating that the Airport Commission determined that the proposed development does constitute a conflict with existing or planned airport uses. A copy of the Airport Manager's report detailing the Airport Commission's findings is attached to this memo.

Recommended Actions

Rezoning

Planning staff recommend Planning and Zoning Commission move to recommend approval of rezoning from AG-1 to PAD for multi-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Elux at McQueen" and kept on file in the City of Chandler Planning Division, in File No. PLH19-0063, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. The multi-family apartment manager shall display, in a conspicuous place within the rental office, a map illustrating the location of the development Elux at McQueen in the context of the Chandler Airpark Area Plan. The map shall identify the Airport Impact Overlay District, the noise contours and over flight patterns as depicted in Exhibit 6A in the FAR Part 150 Noise Compatibility Study document as adopted by Chandler City Council (Resolution No. 2590, 11-5-98), and the noise contours as identified in the Chandler Airpark Area Plan. Such map or aerial photo shall be a minimum size of 24" x 36". Compliance with this condition shall be demonstrated by the property owner or multifamily apartment manager submitting to the Zoning Administrator of a signed affidavit and photograph that acknowledges such map is on display prior to beginning any rental activity.

3. Prior to execution of any lease, prospective apartment tenants shall be given written disclosure in their lease and in a separately signed disclosure statement acknowledging that this apartment community is located proximate to the Chandler Municipal Airport that includes a heliport, aircraft engine testing facility, and an aircraft storage facility, that an avigational easement exists on the property, the property lies within the Chandler Municipal Airport Impact Overlay District, and that the property is subject to aircraft noise and over flight activity. The requirement for such disclosure shall be confirmed in an avigation notice covenant that runs with the land and is recorded with the Maricopa County Recorder prior to issuance of the first building permit for this development.

4. The developer shall provide the city with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.

5. Prior to building permit issuance for any structures the developer shall provide a DETERMINATION OF NO HAZARD TO AVIATION approval as issued by the FAA after filing an FAA Form 7460, Notice of Proposed Construction or Alteration.

6. The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and frequent over flight activity, and is encumbered by an avigational easement to the City of Chandler."

7. All leases at Elux at McQueen shall provide that all questions, concerns, or complaints any tenant may have about the Chandler Municipal Airport or the operation of aircraft landing at, taking off from, or operating at or on Chandler Municipal Airport shall be directed solely to the manager of Elux at McQueen development and not to the Chandler Municipal Airport, the City of Chandler, the FAA, any aircraft owner, or any pilot. All leases shall also provide that it shall be within the sole and absolute discretion of the manager of Elux at McQueen (and not the tenant) to determine (after the manager's due consideration of all airport related acknowledgments and disclosures that are required by the Zoning Stipulations and consideration of all information known to Elux at McQueen's Manager) whether or not, when, and how to communicate any tenants question, concern, or complain to the manager of the Chandler Municipal Airport.

8. All apartment buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.

9. In the event the multi-family residential is platted to allow unit ownership, prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that this subdivision lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this subdivision to the Chandler Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity and other externalities. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot/unit property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby an existing municipal airport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the subdivider/homebuilder/developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

10. Multi-family dwelling units shall be permitted up to a maximum density of 12.59 dwelling units per acre.

11. The developer shall be responsible for the design and installation of a traffic signal at the intersection of McQueen Road and Armstrong Way during the initial phase of construction.

12. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

13. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.

14. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

15. Minimum setbacks shall be as provided below and further detailed in the development booklet:

Property Line Location	Minimum Building Setback
McQueen Road	50'
North Property Line	10'
East Property Line	10'
South Property Line	35'

Preliminary Development Plan
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Elux at McQueen" and kept on file in the City of Chandler Planning Division, in File No. PLH19-0063, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. Landscaping plans (including for open spaces, retention, rights-of-way, and street medians) shall be approved by the Planning Administrator.

3. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.

4. Signage shall substantially be as shown within the submitted Development Booklet and shall follow all applicable criteria of the City of Chandler Sign Code.

5. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

6. The site shall be maintained in a clean and orderly manner.
7. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

8. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

9. Roadway-style signs shall be installed at multiple locations as depicted in the development booklet that identify the presence of low flying aircraft.

Preliminary Plat
Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission recommend approval of the Preliminary Plat.

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

VICE CHAIR ROSE *commented that he was always curious what this parcel would end up being and felt this was a really good use.*

COMMISSIONER KLOB *said it was a funky site with the residential frontage site along the freeway can always be a challenge. He said that they had done a good job in creating some buffers and doing something unique. He said regarding the drive going on the southeast side of the property asked if it was going to connect. He said it was hard to tell in the diagram.*

LAUREN SCHUMANN *responded that it would be connecting to Senate as part of the Cul de Sac. She also added that it would be a gated community so the gate would be just past that entrance.*

COMMISSIONER KLOB *asked if it would be in and out or if it would be out only.*

LAUREN SCHUMANN *responded that it would be the full movement for both entry points.*

COMMISSIONER KLOB *directed staff's attention to page 2 of the packet of the artist rendering of the two-story. He said that when he compared it to the flat elevations that are colored; the colors are off. He said on the renderings they look more like beige where is in the color group elevations they look more like charcoal.*

LAUREN SCHUMANN *responded that they are calling out for a grey tone. She said that it was rendered incorrectly.*

COMMISSIONER KLOB *said it would just need to be cleaned up before it went to council. He added that he likes the darker charcoal. He flipped to slide 64 which is the two-story with the garages. He said that they had another project come up recently and felt the repetitive garages are very monotonous and wondered if there was a way to break it up. He said he would have the applicant work with staff to find a solution for that. He said that the reason he is on the fence and unable to give more direction on it is due to the flat elevations shown on page 62. He continued that there is a vertical element on the upstairs but is off-center from the garages and he doesn't know if they did something on the lower portion of the garage if they brought in a texture, stone, or a different color if it would make the tower element look more out of place. He said he would like the applicant to work with staff to break that up a little bit. He said he just felt it was a long element with the same textures and colors and did not know if there was something they could add to break this up. He said that other than that he felt it was a good looking project that fit the area and site.*

COMMISSIONER PEKAU *asked that he couldn't tell from the packet if there was going to be a fence that backs up into the property between buildings and the freeway itself and if so how high it would be.*

LAUREN SCHUMANN *responded that there would be a wall similar to other walls adjacent to the 202 and would be an 8-foot wall. She added that they would be using the slump blocks instead of the standard CMU for better sound observance.*

COMMISSIONER PEKAU *asked if they were not concerned about the noise for the residents above the 8 feet as that is where the second story would be.*

LAUREN SCHUMANN *responded that it would be something to take into consideration.*

COMMISSIONER PEKAU *said he was happy to see the stipulation there for Armstrong to have a light. He said that they already know that on Willis on Alma School and Arizona there is a similar design within 150 yards of where that would be and the freeway entrance is. He said that from the recent survey he saw that is one of the highest accident occurrence sites. He said because people are speeding through trying to get to the freeway. He asked if they had similar concerns here where they are creating a potential traffic issue by having a light that is so close to the freeway entrance.*

LAUREN SCHUMANN *responded that was a question they had had before her leaving on maternity leave and it has been a long conversation. She said they have talked to their city traffic engineer, many city staff, liaisons, as well as ADOT and they do not believe that there will be any issues with the placement of that traffic signal.*

b. PLH20-0066/PLH20-0028/PLT20-0032 HUDSON CROSSINGS,
Request Area Plan Amendment to the Chandler Airpark Area Plan from High-Density Residential to Low-Medium Density Residential, Rezoning from Planned Area Development (PAD) for multi-family residential to PAD for single-family residential,

Preliminary Development Plan for subdivision layout and building architecture and Preliminary Plat approval on approximately 6.39 acres located east of the northeast corner of McQueen Road and the Santan 202 Freeway.

Background

- Site is approximately 6.39 net acres
- Site was zoned in 2007 as Planned Area Development (PAD) for multi-family (MF-3 standards) along with Area Plan Amendment on two acres of the 6.39 acre site, from Special Use Commercial to High Density Residential
- 2007 approval included a stipulation requiring Preliminary Development Plan approval that was never submitted

Surrounding Land Use Data

North	Willis Rd. then City Water Treatment Facility	South	Santan 202 Freeway
East	Consolidated Canal	West	Single family residential (under construction)

General Plan and Chandler Airpark Area Plan

	Existing	Proposed
General Plan	Neighborhoods	No change.
Chandler Airpark Area Plan (CAAP)	High Density Residential (12.1-18.du/ac)	Low-Medium Density Residential (3.6-8 du/ac)

Proposed Development

	Gated single family subdivision
# of Lots	3 single family lots
Density	6.73 dwelling units per acre
Building Setbacks (min.)	Front - 10 ft. to livable, 20 ft. to garage Sides - 5 ft. Rear - 20 ft. to livable, 10 ft. to patio (plans 3 and 4)
Lot Size	Min. 3,200 sq. ft., 40 ft. by 80 ft.
Lot Coverage (max.)	55 percent
Building Height (max.)	30 ft. to midpoint of peak
Building Architecture	Desert Contemporary, Modern Spanish, Mid-Century, Modern Prairie
Parking Spaces	Two car garages per home 11 Visitor parking spaces
Amenities	Airport themed tot lot and ramada

Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan designation of Neighborhoods and the amendment to the Chandler Airpark Area Plan. The proposed

density of 6.73 du/acre is lower than the existing site's multi-family zoning which permits a density up to 18 du/acre. The proposed density is also compatible with the 35 lot single-family subdivision, located to the west, which is developed at a density of 5.83 du/acre.

The subdivision is proposed as a gated community with unique site constraints including single vehicular access to an arterial road (McQueen) and located at a dead-end street (Willis). Due to the infill nature of the site, the Residential Development Standards (RDS) for subdivision layout are not applicable. However, the RDS guidelines remain applicable to the architectural design of the homes. The proposed single family residential subdivision meets the intent of development standards and residential design guidelines.

Staff finds the proposal to be consistent with the goals of the General Plan and the CAAP, as amended, and recommends approval subject to conditions.

Airport Commission Conflict Evaluation

Airport Commission meeting November 18, 2020
Motion to find a conflict with existing or planned airport operations.

In Favor: 5 Opposed: 0 Absent: 2 (Siegel, Kruse)

The Airport Commission reviewed the request in accordance with the Airport Conflicts Evaluation Process. The Airport Manager has issued a conflicts evaluation report indicating that the Airport Commission determined that the proposed development does constitute a conflict with existing or planned airport uses. A copy of the report detailing the Airport Commission's findings is attached to this memo.

Public / Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A virtual neighborhood meeting was held on October 28, 2020. Two residents attended virtually and asked questions referencing construction of a sound wall and vehicular turns from Willis Rd. onto McQueen Rd. and heading west on the Santan Freeway. No opposition to request was stated.
- As of writing this memo, Planning staff is not aware of opposition to the request.

Recommended Actions

Area Plan Amendment

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Area Plan Amendment to the Chandler Airpark Area Plan from High Density Residential to Low-Medium Residential Density.

Rezoning

Planning staff recommends Planning and Zoning Commission move to recommend approval of rezoning from PAD multi-family to PAD single family, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Hudson Crossings" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0028, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

4. Minimum setbacks shall be as provided below and further detailed in the Development Booklet:
Building setbacks (min.)

Front	10 ft. to livable, 20 ft. to garage
Sides	5 ft.
Rear	20 ft. to livable, 10 ft. to patio (plans 3 and 4)

5. The following stipulations shall be the responsibilities of the sub-divider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler:

   a) Prior to any lot reservation or purchase agreement, any and all prospective homebuyers shall be given a separate disclosure statement, for their signature, fully acknowledging that this subdivision lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this subdivision to the Chandler Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property.

   b) The subdivider/homebuilder/developer shall also display, in a conspicuous place within the sales office, a map illustrating the location of the subdivision within the Airport Impact Overlay District, as well as the noise contours and overflight patterns, as identified and depicted in the document entitled *Chandler Municipal Airport, F. A. R. Part 150, Noise Compatibility Study, Noise Compatibility Program, Exhibit 6A (Potential Airport Influence Area)*, as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98). Such map shall be a minimum size of 24" x 36".

c) Compliance with this condition shall be demonstrated by the subdivider/homebuilder/developer by submittal of a signed affidavit and photograph that acknowledges this disclosure and map display prior to beginning any sales activity. Failure to comply with this condition will result in revocation of the Administrative Use Permit for the temporary sales office. All requirements as set forth in this condition are the obligation of the subdivider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler.

d) The above referenced information shall also be included within the Subdivision Public Report to be filed with the State of Arizona Department of Real Estate, as required by Arizona Revised Statute 28-8486 and Arizona Revised Statute 28-8464.

e) The subdivider/homebuilder/developer shall provide the City with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.

f) All homes and buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.

g) The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text:

> "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and overflight activity, and is encumbered by an avigational easement to the City of Chandler."

6. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a heliport at the Chandler Municipal Airport that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a heliport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the subdivider/homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

7. The development shall provide sound attenuation measures in accordance with ADOT standard details and requirements excepting any decibel reductions or

sound attenuation credits for the use of a rubberized asphalt paving surface. Any noise mitigation, if required, is the responsibility of the development.

8. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a City of Chandler wastewater treatment facility that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a wastewater treatment facility, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

9. Homebuilder will advise all prospective homebuyers of the information on future City facilities contained in the City Facilities map found at www.chandleraz.gov/infomap, or available from the City's Communication and Public Affairs Department. The homebuilder shall post a copy of the City Facilities map in the sales office showing the location of future and existing City facilities.

Preliminary Development Plan
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Hudson Crossings" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0028, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The site shall be maintained in a clean and orderly manner.

3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

4. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

5. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

6. The covenants, conditions and restrictions (CC & R's) to be filed and recorded with the subdivision shall mandate the installation of front yard landscaping within 180

days from the date of occupancy with the homeowners' association responsible for monitoring and enforcement of this requirement.

7. The same elevation style and color scheme combination shall not be built adjacent to or directly across the street from one another.

8. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

9. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

10. At least one roadway-style sign shall be installed in a prominent location identifying the presence of low flying aircraft.

11. The roadway easement located north of Lots 34-43 shall be improved with a decomposed granite drive, a paved sidewalk and landscaping.

Preliminary Plat
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Plat, subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

COMMISSIONER FLANDERS *asked if there were any conversations with the applicant regarding it being all two-stories with no single-story plans on this project.*

SUSAN FIALA *responded that they had brought that up to the applicant way at the beginning of the project. She said that they thought a single story would not be sufficient because of the market that they are targeting in this area.*

COMMISSIONER FLANDERS *asked if it was a result of the total square footage on the single-story.*

SUSAN FIALA *responded that she did not have an answer if it was the square footage.*

COMMISSIONER FLANDERS *said his concern was that it was 5 feet from the property line to property line or property line to the house on both sides. He asked if that was typical for development or if there were some exceptions based on the floor plan or model that is being proposed.*

SUSAN FIALA *responded that it was pretty standard because of the floor plans so there are just 5 feet on each side of the homes. She there are a couple of larger lots against the*

canal that may be slightly wider. She said those few properties will have a greater depth so they will make a few moderations of the building width.

COMMISSIONER FLANDERS *said his concern was with driving down the street with all these two-stories with just 10 feet with no variation between single and two-stories. He said he had a conversation with the applicant earlier this week and had not thought about it until he started looking at the elevations again and it came up and wanted to let them know.*

COMMISSIONER KLOB *said he had met with the applicant a couple of times and he knew that this project had gone through several deviations. He said that he thought they had done a pretty good job and liked the styling that they have done and have done a decent job of keeping the four-sided architecture. He thought of the mid-century modern and bringing back the modern prairie which he felt they had seen in a while in other developments. He said he liked the general direction but felt the left side of the elevations was a little weak but he said that was his normal comment on every house that has come through. He said but overall they had carried the four-sided architecture pretty well. He said the concern he had earlier was the lack of overhang and was glad to see that the applicant had made that change. He said that similar to the other site it was funky and in a weird location. He said that there are only so many things that can be done and agreed to COMMISSIONER FLANDERS's comment on the 1 and 2 story combination but because this is only 40 lots it was hard to do a single story of any size or use on that small of a lot. He continued that overall he is pleased and thought it was a good looking project and is excited to see it built.*

COMMISSIONER PEKAU *agreed with COMMISSIONER KLOB's comments about breaking up the wall because there are so many of them but felt it was not worth holding a project back over it. He said it was a great project for infill and difficult piece of land. He said the path along the canal was a great amenity for this development and wanted to know if there would be a gate in the development on track d. He asked if there would be a gate to the canal or would they need to walk along the sidewalk to get to the canal.*

SUSAN FIALA *responded that they did not offer direct access to the canal due to safety and such. She said it is not much of a distance to get to the sidewalk to connect to the canal.*

c. PLH20-0047/PLH20-0048 VALERIO AT OCOTILLO AND RESIDENCE INN EXPANSION,

Request Area Plan Amendment to the Downtown Ocotillo Area Plan from Multi-Family Residential to Commercial, Rezoning from Planned Area Development for Medium Density Residential (PAD/MF-1) to PAD for Commercial and Preliminary Development Plan for site layout and building architecture on approximately 0.61 acres located east of the southeast corner of Queen Creek and Price roads.

Background

- The proposed modifications cover an area of approximately 0.61 acres
- Downtown Ocotillo approved by Council on February 22, 2007
- Residence Inn zoned as part of the larger Downtown Ocotillo development

- Valerio at Ocotillo rezoned to PAD/MF-1 in 2018
- Downtown Ocotillo includes a mix of uses including retail, restaurant, a four-story residential condominium, and a four-story hotel

Surrounding Land Use Data

North	Agriculture (proposed office)	South	Lake then Multi-family and office
East	Commercial retail and multi-family	West	Lake then office

General Plan and Downtown Ocotillo Area Plan

	Existing	Proposed
General Plan	Employment	No change.
Downtown Ocotillo Area Plan	Multi-family Residential (.61 acres)	Commercial (.61 acres)

Proposed Development

Valerio at Ocotillo	Existing/Approved	Proposed
Site Area	5.2 acres	4.59 acres
# of Units	32	26
Density	6.15 du/acre	5.66 du/acre
Visitor parking	8 spaces	9 spaces

Residence Inn	Existing	Proposed
Site Area	4.27 acres	4.88 acres
Building Area	107,025 sq. ft.	147,780 sq. ft.
Units/rooms	142	201
Height	59 ft. 6" top of parapet	60' 2" top of parapet
Parking Required	142 spaces	201 spaces
Parking Provided	152 spaces	186 spaces
Setback to residential	85 ft. required	30 ft.

Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan and the Downtown Ocotillo Area Plan. The proposed modifications to .61 acres of each site and the hotel expansion are compatible with the overall Downtown Ocotillo Master Planned development. The proposal complies with applicable residential and commercial development standards.

The proposal essentially involves two parts; replacing six lots at Valerio at Ocotillo development (approved as "Ocotillo Patio Villas" in 2018) with parking, and allowing a reduced setback from a new Residence Inn building.

Six residential lots that were located on the southern end of Valerio at Ocotillo will be removed and replaced with additional parking for the new Residence Inn building. The revised property line between the Valerio and Residence Inn developments will be closer to the remaining residential lots. A portion of the site where the six lots are removed will be landscaped and effectively increase common open space for the

residential development. A pedestrian gate and pathway from this development to the hotel site is to be maintained per the original approval. To insure the installation of the gate and pathway, staff recommends this as a stipulation.

The second component of the request is construction of one additional four story hotel building adjacent to the Valerio at Ocotillo development. The new Residence Inn building continues the Santa Barbara architecture style utilizing same color and materials as the existing hotel. Several waivers are requested to reduce parking, reduce the width of the dissimilar land use buffer along the north property line and remove the parking lot diamond requirement.

The parking reduction is supported as cross-parking/access easements exist throughout Downtown Ocotillo and allow hotel customers to park in the commercial retail lots. The diamonds in the lot are supported. However, staff recommends that the landscape buffer be increased from five feet to ten feet to allow for sufficient space for plant growth and survival. The date palms existing in the parking lot should either remain or be replaced with date palms to continue the Downtown Ocotillo landscape theme. Staff recommends these revisions as stipulations.

Staff finds the proposal to be consistent with the goals of the General Plan and the Downtown Ocotillo Area Plan, as amended, and recommends approval subject to conditions.

Public / Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A Neighborhood Meeting sign was posted on the site.
- A virtual neighborhood meeting was held on November 19, 2020. Two residents registered for the virtually and asked questions referencing traffic, parking, hotel amenities and construction timing. No opposition to request was voiced. Positive feedback to the applicant was given by the attendees.
- Planning staff received one phone call asking about the number of total rooms and parking proposed for the hotel expansion. There is no known opposition to the request.

Recommended Actions

Area Plan Amendment

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Area Plan Amendment to the Downtown Ocotillo Area Plan from Multi-family residential to Commercial on 0.61 acres.

Rezoning

Planning staff recommends Planning and Zoning Commission move to recommend approval of rezoning from Planned Area Development for Medium Density Residential (PAD/MF-1) to PAD for Commercial, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Valerio at Ocotillo and Residence Inn Expansion" and kept on file in the City

of Chandler Planning Division, in File No. PLH20-0048, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The minimum building setback for the hotel building shall be no less than 30 ft. from the north property line.

Preliminary Development Plan
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Valerio at Ocotillo and Residence Inn Expansion" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0048, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The site shall be maintained in a clean and orderly manner.

3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

4. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

5. A pedestrian pathway and pedestrian gate shall be installed along the common property line to connect the multi-family development and hotel development allowing for shared parking and pedestrian access for multi-family guests.

6. The landscape strip along the north property line of the hotel shall be no less than ten feet in width.

7. Existing date palms located within the parking lot shall be maintained or replaced with new date palms.

8. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

VICE CHAIR ROSE *said he had seen the new neighborhood notifications while he has been out and about. He said it was nice to see them rolled out. He thought it was a nice product.*

COMMISSIONER KLOB *said the diagram that was presented did not show the connections between the parking lots and sidewalk. He asked if the gate by the hotel would be the only gate or if there would be another by the circle.*

SUSAN FIALA *responded that the illustration did not show the gate and a lot of the simulated drawings did not show the gate and there is only one proposed. She said the landscape illustration shows the gate area going to the pedestrian walkway and there was no other connection proposed further north where the cul de sac/circle is at. She said any other connections would be coming from the gated community further up in their development.*

COMMISSIONER KLOB *said the concern he had with the gate being down there in the end unit is the only benefit would be with the two end units having any guest parking in that lot. He said that if there was a gate closer to the circle it might get a little better use. He didn't know if the applicant would be open to that idea or not.*

SUSAN FIALA *responded that the applicant was there and was nodding their heads that they were willing to work with that idea of adding another pedestrian gate closer to the traffic circle as suggested.*

COMMISSIONER KLOB *said he was good with that. He said it would be interesting to see residential go away so soon after they approved it but thought it would be of good use and the architecture looked good.*

d. PLH20-0049 1ST PET VETERINARY CENTERS,

Request to amend the Planned Area Development (PAD) zoning by adding a veterinary clinic as a permitted use to the Planned Commercial Office (PCO) uses currently allowed. The subject site is located at 1257 W. Warner Road, west of the southwest corner of Alma School and Warner roads.

Background Data

- Site was rezoned from Neighborhood Commercial (C-1) to Planned Commercial Office (PCO) in 1980.
- Site rezoned again from Planned Commercial Office (PCO) to Planned Area Development (PAD) for PCO uses along with a PDP for signage in 2016 to allow more flexibility with signage.
- The applicant seeks to operate a veterinary clinic on the site.

Surrounding Land Use Data

North	Warner Rd., Single-family Residential- College Park	South	Single-family residential- Comanche Court
East	Veterinary Clinic – 1st Pet Veterinary Centers	West	Single-family residential- Brooks Crossing

Proposed Project Data

Unit and Lot Size	-Lot size: 1.23 acres -Building A: 5,349.5 square feet. -Building B: 5,359.5 square feet. Total: 10,699 square feet.
Parking Required	72

Parking Provided	75

General Plan and Area Plan Designations

2016 General Plan	Neighborhoods

Planning staff finds the proposal to be consistent with policies of the General Plan that call for a variety of non-residential uses such as commercial, institutional, public facilities, and commercial offices.

Review and Recommendation

In 1980, The Warner Professional Center (subject site) was originally envisioned as a 6-acre office center. The site did not fully develop, leaving only The Warner Professional -Center to develop the 1.23 acres it occupies today. In 1994, the adjacent 1.3 acre property to the east that was originally envisioned as an extension to the office center was rezoned from PCO to PAD for an Animal Hospital. Due to no construction after the approval, the property reverted back to PCO in 1995. The applicant came back in 1999 to rezone the adjacent 1.3 acre property to a PAD for an Animal Hospital and was again successful in doing so, thus developing a 7,500 square foot building on the site. The remainder of the undeveloped office center to the south was rezoned for 12 single family residential lots in June of 1997, which is now known as Comanche Court.

Today the adjacent business on the 1.3 acre property with the 7,500 square foot animal hospital is looking to expand their veterinary clinic. The subject property is currently zoned PAD for PCO uses, which does not allow a veterinary clinic by right. Staff finds a veterinary clinic to be compatible with the PCO uses and the veterinary clinic it is adjacent to. The site meets the parking standards for a veterinary clinic. Although the veterinary clinic currently only plans on using building "A", the full site would be able to support a veterinary clinic if they chose to use building "B" in the future. The site is able to do so by providing 75 parking spots while both buildings together parked at 150 square feet per parking space will require 72 parking spaces. For this reason, Planning staff is recommending adding a stipulation to the PAD zoning on the subject property to allow the veterinary clinic use on the property. All equipment, storage of animals and services are wholly contained within the principle building. Any outdoor animal uses will require an additional use permit.

Planning staff finds the proposal to be consistent with the goals of the General Plan and recommend approval subject to conditions.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Land Use and Zoning Code.
- Due to COVID-19, the applicant hosted the required neighborhood meeting online as a video/phone conference on November 23, 2020 at 6:00pm.
- There were two participants at the neighborhood meeting. Both participants who live adjacent to the site indicated concerns regarding traffic noise, security lights being visible from the house, and the landscaping that was no longer there which led to the noise being more noticeable. The doctor in relation to the veterinary clinic

is looking into a solution for the light issue and landscaping. Another concern was parking on N Comanche Dr. The doctor was hopeful that expanding the current veterinary facility general practice function to the new proposed location will help alleviate parking on N Comanche Dr. The final concern was the location of the smoking area being near the adjoining wall of the properties and asks if it could be moved. Meeting was adjourned at 6:35pm.

- At this time, staff has not received any further questions or complaints regarding the request.

Recommended Action

Planning staff find the request is in compliance with the General Plan and recommends the Planning & Zoning Commission to approve the rezoning from PAD to PAD Amended to allow PCO and Veterinary Clinic uses, subject to the following conditions:

1. The following uses shall be permitted: uses permitted in the Planned Commercial Office District, Veterinary Clinic, medical, dental offices and like uses.

2. Landscaping shall be in compliance with current Commercial Design Standards.

3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

4. All exterior light sources shall be averted away from adjacent residential properties.

5. The designated outdoor smoking area shall be setback a minimum of fifty (50) feet from adjacent residential properties.

6. Compliance with original conditions adopted by the City Council as Ordinance No. 4723 in case DVR16-0021, except as modified by condition herein.

VICE CHAIR ROSE *asked if staff had specified what kind of trees they could grow or a certain size that they need to put in.*

DAVID DE LA TORRE *responded that they would do a site visit with the applicant, determine what was approved, and continue the same type of species that was approved or exists out there so it is all consistent with each other. He continued that the minimum size is going to be 24 boxes but given the maturity of the other trees, they will see what they can do to get those upgraded.*

COMMISSIONER KIMBLE *said that parking is a real concern on Comanche Drive. He didn't know whether there was staff parking as there were almost 25 cars there as he drove by there this afternoon. He said that that the parking lot itself was 60% empty.*

He asked if this would alleviate parking on both sides of Comanche. He asked if it would be pick up what he is assuming staff parking off the street.

***DAVID DE LA TORRE** responded that staff believed that the additional parking would alleviate the parking on Comanche Drive. He added that he had driven to the site himself and noticed that a lot of the parking spots were numbered and thought it was in response to COVID, where customers can make a reservation and park on the numbered spot and veterinary staff would come out to meeting them for their appointment. Having those parking spaces reserved which is the reason why 60% is not being used today. He said that under normal circumstances he could see them being used much more.*

***COMMISSIONER KIMBLE** asked if they would then be using both buildings when it is complete and the tenants would be moved someplace.*

***DAVID DE LA TORRE** responded that the plans for the veterinary center would be to occupy only one but they could expand into both buildings in the future. He said that the current plan is to expand only to one of those buildings.*

e. PLT20-0033 QUEEN CREEK COMMERCE CENTER,

Request Preliminary Plat approval for a proposed industrial development on 33.64 acres located at the southwest corner of Queen Creek Road and Hamilton Street.

Background Data

- Subject Site 33.64 acres
- Zoned Planned Area Development District (PAD) for office/warehouse/industrial; 2013
- Two flex industrial buildings are in for building permits

Purpose

The preliminary plat outlines the lots, tracts, easements, and rights-of-way to be conveyed or dedicated, as part of developing the site in substantial conformance with the Council-approved rezoning.

Recommended Action

Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission recommend approval of the Preliminary Plat.

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

f. PLT20-0029 LOTUS PROJECT,

Request Preliminary Plat approval for an existing and proposed Industrial development on 53.33 acres located at the southwest corner of Roosevelt Avenue and Frye Road (north side of the Santan 202 Freeway and approximately ¼ of a mile west of Kyrene Road).

Background Data

- Site is 53.33 acres in size
- Zoned Planned Area Development District (PAD) for Light Industrial in 2018
- Four flex industrial buildings were built under phase I and three additional buildings will be built for phase II

Purpose

All four existing buildings and the area for phase two are located on one parcel. The current property owner is seeking to divide the parcel into seven (7) separate lots, one for each building, to be sold and owned individually.

The preliminary plat outlines the lots, tracts, easements, and rights-of-way to be conveyed or dedicated, as part of developing the site in substantial conformance with the Council-approved rezoning.

Recommended Action

Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission recommend approval of the Preliminary Plat.

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

3. BRIEFING ITEMS:

None

4. MEMBERS COMMENTS/ANNOUNCEMENTS

None

5. CALENDAR

The next study session will be held before the regular meeting on Wednesday, January 20, 2021, in the Chandler City Council Chambers, 88 East Chicago Street, Chandler, Arizona.

6. ADJOURNMENT

The study session was adjourned at 5:28 p.m.

Rick Heumann, Chairman

Kevin Mayo, Secretary

ITEM 24

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** N/A

Date: February 8, 2021
To: Mayor and Council
From: Development Services Department
Subject: Regular Meeting Minutes of the January 6, 2021, Planning and Zoning Commission

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Attachments

Jan 6, 2021, P&Z Reg. Mtg Minutes

REGULAR MEETING MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA January 6, 2021, held in the City Council Chambers, 88 E. Chicago Street.

1. **CALL TO ORDER / ROLL CALL**

VICE CHAIRMAN ROSE called the regular meeting to order at 5:35 p.m.

The following Commissioners answered Roll Call:
Vice Chairman David Rose
Commissioner Robert Klob
Commissioner Michael Flanders
Commissioner George Kimble
Commissioner Gregg Pekau
Commissioner Matt Eberle

Absent:
Chairman Rick Heumann

Also, present:
Mr. Kevin Mayo, Planning Administrator
Mr. David de la Torre, Planning Manager
Ms. Lauren Schumann, Senior City Planner
Ms. Susan Fiala, Senior City Planner
Mr. Benjamin Cereceres, City Planner
Mr. Thomas Allen, Assistant City Attorney
Ms. Catherine Flores, Clerk

2. **PLEDGE OF ALLEGIANCE:**

Pledge of Allegiance led by COMMISSIONER FLANDERS.

3. **APPROVAL OF MINUTES:**

a. Study Session Minutes of Wednesday, November 18, 2020
Approved.

MOVED BY COMMISSIONER KLOB, seconded by COMMISSIONER KIMBLE to approve the study session minutes of November 18, 2020, Planning Commission Hearing.

VICE CHAIRMAN ROSE was absent on November 18, 2020, Planning Commission hearing and ABSTAINED from the vote.

The motion passed unanimously 5-0.

b. Regular Meeting Minutes of Wednesday, November 18, 2020
Approved.

MOVED BY COMMISSIONER KLOB, seconded by COMMISSIONER KIMBLE to approve the study session minutes of November 18, 2020, Planning Commission Hearing.

VICE CHAIRMAN ROSE was absent on November 18, 2020, Planning Commission

hearing and ABSTAINED from the vote.

The motion passed unanimously 5-0.

Commissioner Eberle – In Favor
Commissioner Flanders – In Favor
Commissioner Klob – In Favor
Commissioner Kimble – In Favor
Commissioner Pekau – In Favor

4. **AGENDA ITEMS:**

VICE CHAIRMAN ROSE informed the audience before the regular meeting, Commission and Staff met in an open study session to discuss each of the items on the agenda and the consent agenda will be approved in a single motion. He asked the audience if anyone wished to speak and there was none.

a. PLH19-0063/PLT19-0055 ELUX AT MCQUEEN,
Approved with a modified stipulation.

Request rezoning from Agricultural (AG-1) to Planned Area Development (PAD) for multi-family residential, Preliminary Development Plan approval for site layout, building architecture, and Preliminary Plat approval on approximately 12.87 acres located at the southeast corner of McQueen Road and the Santan 202 Freeway.

The vote included rezoning stipulation #11 was amended to state the following, "The developer shall be responsible for the design and installation of a traffic signal at the intersection of McQueen Road and Armstrong Way during the initial phase of construction".

Recommended Actions
Rezoning

Planning staff recommend Planning and Zoning Commission move to recommend approval of rezoning from AG-1 to PAD for multi-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Elux at McQueen" and kept on file in the City of Chandler Planning Division, in File No. PLH19-0063, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. The multi-family apartment manager shall display, in a conspicuous place within the rental office, a map illustrating the location of the development Elux at McQueen in the context of the Chandler Airpark Area Plan. The map shall identify the Airport Impact Overlay District, the noise contours and over flight patterns as depicted in Exhibit 6A in the FAR Part 150 Noise Compatibility Study document as adopted by Chandler City Council (Resolution No. 2590, 11-5-98), and the noise contours as identified in the Chandler Airpark Area Plan. Such map or aerial photo shall be a minimum size of 24" x 36". Compliance with this condition shall be demonstrated by the property owner or multi-family apartment manager submitting to the Zoning

Administrator of a signed affidavit and photograph that acknowledges such map is on display prior to beginning any rental activity.

3. Prior to execution of any lease, prospective apartment tenants shall be given written disclosure in their lease and in a separately signed disclosure statement acknowledging that this apartment community is located proximate to the Chandler Municipal Airport that includes a heliport, aircraft engine testing facility, and an aircraft storage facility, that an avigational easement exists on the property, the property lies within the Chandler Municipal Airport Impact Overlay District, and that the property is subject to aircraft noise and over flight activity. The requirement for such disclosure shall be confirmed in an avigation notice covenant that runs with the land and is recorded with the Maricopa County Recorder prior to issuance of the first building permit for this development.

4. The developer shall provide the city with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.

5. Prior to building permit issuance for any structures the developer shall provide a DETERMINATION OF NO HAZARD TO AVIATION approval as issued by the FAA after filing an FAA Form 7460, Notice of Proposed Construction or Alteration.

6. The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and frequent over flight activity, and is encumbered by an avigational easement to the City of Chandler."

7. All leases at Elux at McQueen shall provide that all questions, concerns, or complaints any tenant may have about the Chandler Municipal Airport or the operation of aircraft landing at, taking off from, or operating on Chandler Municipal Airport shall be directed solely to the manager of Elux at McQueen development and not to the Chandler Municipal Airport, the City of Chandler, the FAA, any aircraft owner, or any pilot. All leases shall also provide that it shall be within the sole and absolute discretion of the manager of Elux at McQueen (and not the tenant) to determine (after the manager's due consideration of all airport related acknowledgments and disclosures that are required by the Zoning Stipulations and consideration of all information known to Elux at McQueen's Manager) whether or not, when, and how to communicate any tenants question, concern, or complain to the manager of the Chandler Municipal Airport.

8. All apartment buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.

9. In the event the multi-family residential is platted to allow unit ownership, prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/developer shall provide a written disclosure statement, for

the signature of each buyer, acknowledging that this subdivision lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this subdivision to the Chandler Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity and other externalities. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot/unit property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby an existing municipal airport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the subdivider/homebuilder/developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

10. Multi-family dwelling units shall be permitted up to a maximum density of 12.59 dwelling units per acre.

11. The developer shall be responsible for the design and installation of a traffic signal at the intersection of McQueen Road and Armstrong Way during the initial phase of construction.

12. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

13. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s), the developer shall be required to upgrade such landscaping to meet current City Standards.

14. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

15. Minimum setbacks shall be as provided below and further detailed in the development booklet:

Property Line Location	Minimum Building Setback
McQueen Road	50′
North Property Line	10′
East Property Line	10′
South Property Line	35′

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Elux at McQueen" and kept on file in the City of Chandler Planning Division, in File No. PLH19-0063, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. Landscaping plans (including for open spaces, retention, rights-of-way, and street medians) shall be approved by the Planning Administrator.

3. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.

4. Signage shall substantially be as shown within the submitted Development Booklet and shall follow all applicable criteria of the City of Chandler Sign Code.

5. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

6. The site shall be maintained in a clean and orderly manner.
7. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

8. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

9. Roadway-style signs shall be installed at multiple locations as depicted in the development booklet that identify the presence of low flying aircraft.

Preliminary Plat
Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission recommend approval of the Preliminary Plat.

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

Proposed Motions
Rezoning
Move Planning and Zoning Commission recommend approval of PLH19-0063 Elux at McQueen, rezoning from AG-1 to PAD for multi-family residential, subject to conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary

Development Plan, PLH19-0063 Elux at McQueen, subject to conditions as recommended by Planning staff.

Preliminary Plat
Motion Planning and Zoning Commission to recommend approval of Preliminary Plat, PLT19-0055 Elux at McQueen, as recommended by Planning staff.

b. PLH20-0066/PLH20-0028/PLT20-0032 HUDSON CROSSINGS, Approved.
Request Area Plan Amendment to the Chandler Airpark Area Plan from High-Density Residential to Low-Medium Density Residential, Rezoning from Planned Area Development (PAD) for multi-family residential to PAD for single-family residential, Preliminary Development Plan for subdivision layout and building architecture and Preliminary Plat approval on approximately 6.39 acres located east of the northeast corner of McQueen Road and the Santan 202 Freeway.

Recommended Actions
Area Plan Amendment
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Area Plan Amendment to the Chandler Airpark Area Plan from High Density Residential to Low-Medium Residential Density.

Rezoning
Planning staff recommends Planning and Zoning Commission move to recommend approval of rezoning from PAD multi-family to PAD single family, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Hudson Crossings" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0028, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

4. Minimum setbacks shall be as provided below and further detailed in the Development Booklet:
   Building setbacks (min.)

Front	10 ft. to livable, 20 ft. to garage
Sides	5 ft.
Rear	20 ft. to livable, 10 ft. to patio (plans 3 and 4)

5. The following stipulations shall be the responsibilities of the sub-divider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler:

   a) Prior to any lot reservation or purchase agreement, any and all prospective homebuyers shall be given a separate disclosure statement, for their signature, fully acknowledging that this subdivision lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this subdivision to the Chandler Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property.

   b) The subdivider/homebuilder/developer shall also display, in a conspicuous place within the sales office, a map illustrating the location of the subdivision within the Airport Impact Overlay District, as well as the noise contours and overflight patterns, as identified and depicted in the document entitled *Chandler Municipal Airport, F. A. R. Part 150, Noise Compatibility Study, Noise Compatibility Program, Exhibit 6A (Potential Airport Influence Area)*, as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98). Such map shall be a minimum size of 24" x 36".

   c) Compliance with this condition shall be demonstrated by the subdivider/homebuilder/developer by submittal of a signed affidavit and photograph that acknowledges this disclosure and map display prior to beginning any sales activity. Failure to comply with this condition will result in revocation of the Administrative Use Permit for the temporary sales office. All requirements as set forth in this condition are the obligation of the subdivider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler.

   d) The above referenced information shall also be included within the Subdivision Public Report to be filed with the State of Arizona Department of Real Estate, as required by Arizona Revised Statute 28-8486 and Arizona Revised Statute 28-8464.

   e) The subdivider/homebuilder/developer shall provide the City with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.

   f) All homes and buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A

professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.

g) The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text:

"This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and overflight activity, and is encumbered by an avigational easement to the City of Chandler."

6. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a heliport at the Chandler Municipal Airport that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a heliport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the subdivider/homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

7. The development shall provide sound attenuation measures in accordance with ADOT standard details and requirements excepting any decibel reductions or sound attenuation credits for the use of a rubberized asphalt-paving surface. Any noise mitigation, if required, is the responsibility of the development.

8. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a City of Chandler wastewater treatment facility that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a wastewater treatment facility, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

9. Homebuilder will advise all prospective homebuyers of the information on future City facilities contained in the City Facilities map found at www.chandleraz.gov/infomap, or available from the City's Communication and Public Affairs Department. The homebuilder shall post a copy of the City Facilities map in the sales office showing the location of future and existing City facilities.

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Hudson Crossings" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0028, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The site shall be maintained in a clean and orderly manner.

3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

4. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

5. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

6. The covenants, conditions and restrictions (CC & R's) to be filed and recorded with the subdivision shall mandate the installation of front yard landscaping within 180 days from the date of occupancy with the homeowners' association responsible for monitoring and enforcement of this requirement.

7. The same elevation style and color scheme combination shall not be built adjacent to or directly across the street from one another.

8. Sign packages, including freestanding signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

9. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

10. At least one roadway-style sign shall be installed in a prominent location identifying the presence of low flying aircraft.

11. The roadway easement located north of Lots 34-43 shall be improved with a decomposed granite drive, a paved sidewalk and landscaping.

Preliminary Plat
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Plat, subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

Proposed Motion
Area Plan Amendment
Move Planning and Zoning Commission recommend approval of PLH20-0066 Hudson Crossings amending the Chandler Airpark Area Plan from High Density Residential to Low-Medium Residential Density as recommended by Planning staff.

Rezoning
Move Planning and Zoning Commission recommend approval of PLH20-0028 HUDSON CROSSINGS rezoning from PAD multi-family to PAD single family, subject to conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH20-0028 HUDSON CROSSINGS, subject to conditions as recommended by Planning staff.

Preliminary Plat
Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT20-0032 HUDSON CROSSINGS, as recommended by Planning staff.

c. PLH20-0047/PLH20-0048 VALERIO AT OCOTILLO AND RESIDENCE INN EXPANSION,
Approved.
Request Area Plan Amendment to the Downtown Ocotillo Area Plan from Multi-Family Residential to Commercial, Rezoning from Planned Area Development for Medium Density Residential (PAD/MF-1) to PAD for Commercial and Preliminary Development Plan for site layout and building architecture on approximately 0.61 acres located east of the southeast corner of Queen Creek and Price roads.

Recommended Actions
Area Plan Amendment
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Area Plan Amendment to the Downtown Ocotillo Area Plan from Multi-family residential to Commercial on 0.61 acres.

Rezoning
Planning staff recommends Planning and Zoning Commission move to recommend approval of rezoning from Planned Area Development for Medium Density Residential

(PAD/MF-1) to PAD for Commercial, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Valerio at Ocotillo and Residence Inn Expansion" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0048, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The minimum building setback for the hotel building shall be no less than 30 ft. from the north property line.

Preliminary Development Plan
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Valerio at Ocotillo and Residence Inn Expansion" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0048, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The site shall be maintained in a clean and orderly manner.

3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

4. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

5. A pedestrian pathway and pedestrian gate shall be installed along the common property line to connect the multi-family development and hotel development allowing for shared parking and pedestrian access for multi-family guests.

6. The landscape strip along the north property line of the hotel shall be no less than ten feet in width.

7. Existing date palms located within the parking lot shall be maintained or replaced with new date palms.

8. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Proposed Motions
Area Plan Amendment
Move Planning and Zoning Commission recommend approval of PLH20-0047 Valerio at Ocotillo and Residence Inn Expansion, Area Plan Amendment to the Downtown Ocotillo Area Plan from Multi-Family Residential to Commercial.

Rezoning
Move Planning and Zoning Commission recommend approval of PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion rezoning from Planned Area Development for Medium Density Residential (PAD/MF-1) to PAD for Commercial, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH20-0048 Valerio at Ocotillo and Residence Inn Expansion, subject to the conditions as recommended by Planning staff.

d. PLH20-0049 1ST PET VETERINARY CENTERS, Approved.
Request to amend the Planned Area Development (PAD) zoning by adding a veterinary clinic as a permitted use to the Planned Commercial Office (PCO) uses currently allowed. The subject site is located at 1257 W. Warner Road, west of the southwest corner of Alma School and Warner roads.

Recommended Action
Planning staff find the request is in compliance with the General Plan and recommends the Planning & Zoning Commission to approve the rezoning from PAD to PAD Amended to allow PCO and Veterinary Clinic uses, subject to the following conditions:

1. The following uses shall be permitted: uses permitted in the Planned Commercial Office District, Veterinary Clinic, medical, dental offices and like uses.

2. Landscaping shall be in compliance with current Commercial Design Standards.

3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

4. All exterior light sources shall be averted away from adjacent residential properties.

5. The designated outdoor smoking area shall be setback a minimum of fifty-(50) feet from adjacent residential properties.

6. Compliance with original conditions adopted by the City Council as Ordinance No. 4723 in case DVR16-0021, except as modified by condition herein.

Proposed Motion

Move Planning and Zoning Commission recommend approval of PLH20-0049 1st Pet Veterinary Centers Rezoning from Planned Area Development (PAD) to Planned Area Development (PAD) Amended, adding Veterinary Clinic and like uses, subject to conditions as recommended by Planning staff.

e. PLT20-0033 QUEEN CREEK COMMERCE CENTER,
Approved.
Request Preliminary Plat approval for a proposed industrial development on 33.64 acres located at the southwest corner of Queen Creek Road and Hamilton Street.

Recommended Action
Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission recommend approval of the Preliminary Plat.

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

Proposed Motion
Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT20-0033 Queen Creek Commerce Center, as recommended by Planning staff.

f. PLT20-0029 LOTUS PROJECT,
Approved.
Request Preliminary Plat approval for an existing and proposed Industrial development on 53.33 acres located at the southwest corner of Roosevelt Avenue and Frye Road (north side of the Santan 202 Freeway and approximately ¼ of a mile west of Kyrene Road).

Recommended Action
Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission recommend approval of the Preliminary Plat.

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

Proposed Motion
Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT20-0029 LOTUS PROJECT, as recommended by Planning staff.

MOVED BY COMMISSIONER FLANDERS seconded by **COMMISSIONER EBERLE** to approve all of the items on the consent agenda including the amended stipulation on Item a. as read into the record by Staff.

The motion passed unanimously 6-0.

Vice Chairman Rose – In Favor
Commissioner Klob – In Favor
Commissioner Pekau – In Favor
Commissioner Flanders – In Favor
Commissioner Kimble – In Favor
Commissioner Eberle – In Favor

5. BRIEFING ITEMS

None

6. MEMBERS COMMENTS/ANNOUNCEMENTS

None

7. *CALENDAR*

Next regular meeting will be held on Wednesday, January 20, 2021, in the Chandler City Council Chambers, 88 East Chicago Street, Chandler, Arizona

8. ADJOURNMENT

The regular meeting was adjourned at 5:41 p.m.

Rick Heumann, Chairman

Kevin Mayo, Secretary