City Council Regular Meeting

Thursday, May 13, 2021
6:00 p.m.

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 REGULAR MEETING open to the public on Thursday, May 13, 2021, at 6:00 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 disabilities may request a reasonable modification or communication aids and services by contacting the City Clerk's office at 480-782-2181 (711 via AZRS). Please make requests in advance as it affords the City time to accommodate the request.

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

Regular Meeting Agenda

Call to Order

Roll Call

Invocation - Pastor Robert Felix, Chandler Presbyterian Church

Pledge of Allegiance

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. **April 2021 City Council Minutes**

   Move to approve the Council meeting minutes of the Work Session of April 19, 2021, Study Session of April 19, 2021, the Special Meeting - Micro Retreat of April 21, 2021, the Special Meeting of April 22, 2021, and the Regular Meeting of April 22, 2021.

   Council Focus Area(s):

2. **Board and Commission Appointments**

Move City Council approve the Board and Commission appointments as recommended.

Council Focus Area(s):

City Manager

3. **Final Adoption of Ordinance No. 4972 Amending the sunset date for the termination of the Citizen Bond Exploratory Committee and Subcommittees**

Move City Council approve Ordinance No. 4972, changing the sunset date for the termination of the Citizen Bond Exploratory Committee and Subcommittees.

Council Focus Area(s):

4. **Resolution No. 5479 Adoption of City Council Strategic Framework for 2021-2023**

Move the City Council pass and adopt Resolution No. 5479 approving the City Council Strategic Framework for 2021-2023.

Council Focus Area(s):

5. **Resolution No. 5481 Approving Allocations of the Anticipated ARPA and Remaining AZCares Grant Contingencies**

Move City Council approve Resolution No. 5481, allocating spending of ARPA/AZCares Grant Fund Contingency (217.1290.5911) in the amount of $43,123,751, based on capital and operating needs discussed at the April 21, 2021, City Council Strategic Micro-Retreat, by the City Council Focus Areas of Economic Vitality of $4,178,751, Innovation and Technology of $18,275,000, Mobility of $4,000,000, Quality of Life of $12,820,000, and Neighborhoods of $3,850,000, beginning July 1, 2021.

Council Focus Area(s):

6. **Job Order Project Agreement No. ST1613.402, with Nesbitt Contracting Company, Inc., for the American Disabilities Act Project Upgrades, Phase II**

Move City Council award Job Order Project Agreement No. ST1613.402 to Nesbitt Contracting Company, Inc., Pursuant to Job Order Master Agreement No. JOC1907.401, for the American Disabilities Act Project Upgrades, Phase II, in an amount not to exceed $839,992.28.

Council Focus Area(s):

Community Services

7. **Purchase of Security Services from Universal Protection Service, dba Allied Universal Security Professionals**

Move City Council approve the purchase of security services from Universal Protection Service, dba Allied Universal Security Professionals, utilizing State of Arizona Contract No. ADSPO18-207131, in the amount of $165,000, and authorize the City Manager or designee to sign linking agreement with Universal Protection Service, dba Allied Universal Security Professionals.

Council Focus Area(s):

Cultural Development

8. **Resolution No. 5473 Development Agreement and Ordinance No. 4971 Purchase Agreement, for property located at 51 E. Boston Street**

Resolution No. 5473

Move City Council pass and adopt Resolution No. 5473 adopting the provisions of a Development Agreement between Specht Commercial Properties, LLC, and the City of Chandler for the sale and redevelopment of City-owned real property located at 51 E. Boston Street.

Ordinance No. 4971

Move City Council introduce and tentatively adopt Ordinance No. 4971, adopting the provisions of a

Purchase Agreement between Specht Commercial Properties, LLC, and the City of Chandler for the sale of 51 E. Boston Street, and authorizing the City Manager to sign all related documents as approved by the City Attorney.

Council Focus Area(s):

Development Services

9. **Introduction of Ordinance No. 4966, ANX20-0005 Annexation of Approximately 10 Acres and Initial City Zoning East of the Southeast corner of Chandler Heights and Cooper roads**

Move City Council introduce and tentatively adopt Ordinance No. 4966 approving the annexation of approximately 10 acres and Initial City Zoning - east of the southeast corner of Chandler Heights and Cooper roads as recommended by Planning staff.

Council Focus Area(s):

10. **Introduction of Ordinance No. 4968, PLH20-0063/PLT21-0008 McKinley Glenn located East of the Southeast Corner of Chandler Heights and Cooper Roads**

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 4968 approving PLH20-0063 McKinley Glenn, Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for single family residential located east of the southeast corner of Chandler Heights and Cooper roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH20-0063 McKinley Glenn for subdivision layout located east of the southeast corner of Chandler Heights and Cooper roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT21-0008 McKinley Glenn located east of the southeast corner of Chandler Heights and Cooper roads, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s):

11. **Adoption of Resolution No. 5464 and Introduction and Tentative Adoption of Ordinance No. 4969, PLH20-0064/PLH20-0065/PLT21-0014 Dobson/Pecos Development, located at the Northwest Corner of Dobson and Pecos Roads**

Area Plan
Move City Council approve Resolution No. 5464 San Tan Area Plan amendment, PLH20-0064, located at the northwest corner of Dobson and Pecos roads as recommended by Planning and Zoning Commission.

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 4969 approving PLH20-0065 Dobson/Pecos Development, Rezoning from AG-1 to PAD for Mixed-Use, Office, Medical Uses, Commercial, Retail, and Age-Restricted Multi-family with a Mid-Rise Overlay located at the northwest corner of Dobson and Pecos roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH20-0065 Dobson/Pecos Development for building architecture and site layout for age-restricted multi-family located at the northwest corner of Dobson and Pecos roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT21-0014, located at the northwest corner of Dobson and Pecos roads, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s):

12. **Preliminary Development Plan PLH20-0071 Chandler Connection**

Move City Council approve Preliminary Development Plan PLH20-0071 Chandler Connection, located east of the southeast corner of Germann and Cooper roads, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

Economic Development

13. **Purchase of Signage for West Chandler Employment Corridor**

Move City Council approve the purchase of signage for the West Chandler Employment Corridor, from YESCO, LLC, utilizing the City of Peoria Contract No. P19-0079, in the amount of $239,937, and authorize the Acting City Manager or designee to sign a linking agreement with YESCO, LLC.

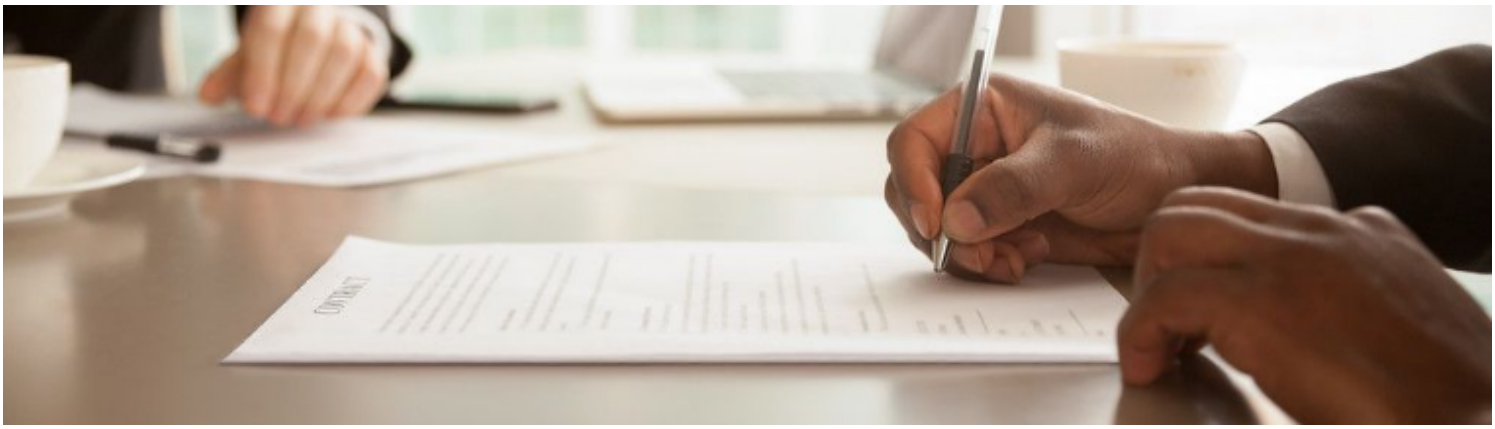
Council Focus Area(s):

Information Technology

14. **Purchase of Information Technology Temporary Contract Staffing Services**

Move City Council approve the purchase of Information Technology temporary contract staffing services, from Computer Aid, Inc., utilizing Sourcewell Contract No. 020817-CA1 in the amount of $987,800, and authorize the City Manager or designee to sign a linking agreement with Computer Aid.

Council Focus Area(s):



Management Services

15. **Agreement No. MS3-920-3131, Amendment No. 2, for Electronic Payment Portal Services**

Move City Council approve Agreement No. MS3-920-3131, Amendment No. 2, with Invoice Cloud, Inc., for electronic payment portal services, at the agreed upon transaction fees, for the period of June 1, 2021, through May 31, 2022.

Council Focus Area(s):

16. **Agreement No. MS8-946-3910, Amendment No. 4, with Heinfeld, Meech & Co., P.C., for Audit Services**

Move City Council approve Agreement No. MS8-946-3910, Amendment No. 4, with Heinfeld, Meech & Co, P.C., for audit services, in the amount of $124,405 for the period June 1, 2021, through May 31, 2022.

Council Focus Area(s):

17. **New License Series 6, Bar Liquor License application for The Perch, LLC, dba The Aviary**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 142479, a Series 6, Bar Liquor License, for Jared Michael Repinski, Agent, The Perch, LLC, dba The Aviary, located at 220 S. Arizona Avenue, and approval of the City of Chandler, Series 6, Bar Liquor License No. 300796 L06.

Council Focus Area(s):

18. **New License Series 12, Restaurant Liquor License application for Montgomery Key, LLC, dba The Double Dutch**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 144654, a Series 12, Restaurant Liquor License, for Jason Michael Key, Agent, Montgomery Key, LLC, dba The Double Dutch, located at 1890 W. Germann Road, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 300873 L12.

Council Focus Area(s):

19. **License Series 7, Beer and Wine Bar Liquor License application for Highgate Concessions Company, LLC, dba Homewood Suites Chandler**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of State Liquor Job No. 131978, a Series 7, Beer and Wine Bar Liquor License, for David Anthony Mahan, Agent, Highgate Concessions Company, LLC, dba Homewood Suites Chandler, located at 7373 W. Detroit Street, and approval of the City of Chandler Series 7, Beer and Wine Bar Liquor License No. 300823 L07.

Council Focus Area(s):

20. **Series 12, Restaurant Liquor License application for Gracilly, LLC, dba Mambo's Dominican Kitchen**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of State Liquor Job No. 144295, a Series 12, Restaurant Liquor License, for Jose Alfredo Garcia, Agent, Gracilly, LLC, dba Mambo's Dominican Kitchen, located at 1950 N. Arizona Avenue, Suite 8, and approval of the City of Chandler Series 12, Restaurant Liquor License No. 300866 L12.

Council Focus Area(s):

Police Department

21. **Resolution No. 5478 Authorizing Intergovernmental Agreements with Chandler Unified School District No. 80, Kyrene School District No. 28, and Mesa Unified School District No. 4 for the Assignment of School Resource Officers to Schools Located Within the Chandler City Limits**

Move City Council pass and adopt Resolution No. 5478 authorizing Intergovernmental Agreements (IGAs) with Chandler Unified School District No. 80, Kyrene School District No. 28, and Mesa Unified School District No. 4 for the assignment of School Resource Officers (SRO) to schools located within the Chandler City limits; authorizing the Mayor to sign the agreements; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with said program.

Council Focus Area(s):

Public Works and Utilities

22. **Professional Services Agreement No. EN2101.451, with Ritoch-Powell & Associates Consulting Engineering, Inc., for On-Call Construction Management Services**

Move City Council award Professional Services Agreement No. EN2101.451, to Ritoch-Powell & Associates Consulting Engineering, Inc., for On-Call Construction Management Services, in an amount not to exceed $500,000 per year, for a two-year term, with the option of one (1) two-year extension.

Council Focus Area(s):

23. **Purchase of Maintenance, Repair, and Operations Supplies and Related Services from WESCO Distribution, Inc.**

Move City Council approve the purchase of maintenance, repair, and operations (MRO) supplies and related services from WESCO Distribution, Inc., utilizing Omnia Partners Contract No. R192008, in an amount not to exceed $1,850,000, and authorize the City Manager or designee to sign a linking agreement with WESCO Distribution, Inc.

Council Focus Area(s):

24. **Agreement No. ST1-929-4308 / CHN0248T / T029601X, with H&E Equipment Services, Inc., for the Purchase of Street Sweepers**

Move City Council approve Agreement No. ST1-929-4308 / CHN0248T / T029601X, with H&E Equipment Services, Inc., for the purchase of street sweepers, in an amount not to exceed $501,657.26.

Council Focus Area(s):

Public Hearing and Action Agenda

25. **Public Hearing for Fiscal Year 2021-2022 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District (Associated with Item No. 26)**

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

26. **Resolution No. 5475, approving the Fiscal Year 2021-2022 annual assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District**

Move City Council pass and adopt Resolution No. 5475 approving the 2021-2022 Annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District.

Council Focus Area(s):

27. **Discussion and possible action regarding the City Manager recruitment process, as requested by Councilmember Orlando.**

Informational

28. **Study Session & Regular Meeting of March 17, 2021, Planning and Zoning Commission**

Council Focus Area(s):

Unscheduled Public Appearances

Current Events

1. Mayor's Announcements
2. Council's Announcements
3. City Manager's Announcements

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Clerk's Office** **Memo No.** 21-010

Date:	May 13, 2021
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	April 2021 City Council Minutes

Proposed Motion:

Move to approve the Council meeting minutes of the Work Session of April 19, 2021, Study Session of April 19, 2021, the Special Meeting - Micro Retreat of April 21, 2021, the Special Meeting of April 22, 2021, and the Regular Meeting of April 22, 2021.

Attachments

April 19, 2021 Work Session Minutes
April 19, 2021 Study Session Minutes
April 21, 2021 Micro Retreat Minutes
April 22, 2021 Special Meeting Minutes
April 22, 2021 Regular Meeting Minutes

unofficial

CHANDLER CITY COUNCIL
Work Session Meeting Minutes
Monday, April 19, 2021

MINUTES OF THE WORK SESSION MEETING OF THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, held on Monday, April 19, 2021, in the Chandler City Council Conference Room, 88 E. Chicago Street, Chandler, Arizona.

THE MEETING WAS CALLED TO ORDER BY MAYOR KEVIN HARTKE AT 5:00 P.M.

The following members of the Council were present:

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

City staff present: Josh Wright, Acting City Manager; Kelly Schwab, City Attorney; Dana DeLong, City Clerk; Debra Stapleton, Assistant City Manager; Matt Burdick, Communications and Public Affairs Director; Ryan Peters, Governmental Relations & Policy Manager; Cori Garcia, Mayor and Council Communications Manager; Steven Turner, Acting Airport Manager.

DISCUSSION

1. Presentation and Discussion regarding the Airport Master Plan.

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, Acting City Manager, introduced the discussion item and said this process began in July 2019, and came back in September 2019, for a citizen advisory group. Mr. Wright said this is the first update since 2010. Mr. Wright said the focus was on meeting the Council's Strategic Framework and having the airport serve as an economic engine for the community.

STEVEN TURNER, Acting Airport Manager, introduced Matt Quick, Coffman Associates, who was the consultant that worked on the Airport Master Plan update.

MATT QUICK, Coffman Associates, presented the following presentation.

- Background

  - 2007 Previous Master Plan Adopted
  - 2016 Airport Layout Plan (ALP) Updated
  - July 8, 2019 - Master Plan Update Initiated by City Council Work Session
  - September 9, 2019 - Master Plan Advisory Committee Established
  - Planning Advisory Committee
    - The committee is comprised of twenty-three community stakeholders. The responsibilities of the committee are to provide guidance to staff and consultants through the process of updating the Airport Master Plan and deliver its findings and recommendations to the Chandler Airport Commission, which shall in turn make a final recommendation for adoption to the City Council.
- What is a Master Plan?
  - What a Master Plan is:
    - A comprehensive long range study of the airport and all air and landside component that describes plans to meet FAA safety standards and future aviation demand.
    - Required by the FAA to be conducted every 7-10 years to ensure plans are up-to-date and reflect current conditions and FAA regulations. The last Master Plan was completed in 2007.
    - Funded by the FAA through the Airport Improvement Program (AIP), which provides 91.06% of the total project costs. The remaining 8.94% is funded by ADOT – Aeronautics Groups and the City of Chandler
    - A local document that will ultimately be presented for approval from the City of Chandler. The FAA approves only two elements of the Master Plan, the Aviation Demand Forecasts and the Airport Layout Plan (ALP) drawing set.
    - An opportunity for airport stakeholders and the general public to engage with airport staff on issues related to the airport and its current and future operations, and environmental and socioeconomic impacts. Three public information workshops will be conducted throughout the Master Plan process to facilitate this public outreach effort.
  - What a Master Plan is not:
    - A guarantee that the airport will proceed with any planned projects. Master Plans are guides that help airport staff plan for future airport development however the need/demand for certain projects may not ever materialize.
    - A guarantee that the City of Chandler, ADOT, or the FAA will fund any planned projects. Project funding is considered on a project-by-project basis requiring appropriate need and demand. Certain projects may require the completion of a benefit cost analysist.
    - Environmental clearance for any planned projects. The Master Plan includes an environmental overview that identifies potential-environmental sensitivities per the National Environmental Policy Act of 1969 (NEPA0; however, most planned projects will require a separate NEPA study (Environmental impact Statement/Environmental Assessment Categorical Exclusion) prior to construction.
- Public Outreach
  - Web Pages
  - Media Coverage

- Public Outreach
    - PAC Meetings/Workshops
    - Social Media
    - 200+ Comments Received
- Master Plan Process
    - Initiation
        - Goals and Objectives
        - Establish Advisory Committee
    - October 24, 2019 Advisory Committee 1
    - Inventory
        - Airport Facilities
        - Airspace and Air Traffic Activity
        - Airport Access and Parking, Utilities, and Aerial Photography
        - Area Socioeconomic Data
        - Local Planning and Land Use
        - AGIS Survey
    - Forecasts
        - Based Aircraft and Fleet Mix
        - Annual Operations
        - Peaking Characteristics
        - Critical Aircraft Analysis
    - Facility Requirements
        - Design Categories
        - Runway Length and Strength
        - Support Facilities
        - Taxiways
        - Airfields Capacity
        - Hangar Facilities
        - Terminal Building
        - Aprons
        - Navigational Aids
- Master Plan Process
    - February 26, 2020 Advisory Committee 2
    - Open House 1
    - Airport Alternatives
        - Evaluate Development Scenarios
        - Airside
        - Landside
        - Support
    - June 26, 2020 Advisory Committee 3
    - Open House 2
    - Recommended Master Plan Concept and Capital Financial Plan
        - Detailed Master Plan Facility and Land Use Plans
        - Cost Estimates
        - Funding Sources

        - Airport Capital Improvement Plan
    - Environmental Considerations Sustainability Plan
        - Noise Exposure
        - Recycling Plan
        - Review Evaluation of NEPA Environmental Categories
        - Energy Assessment
- Master Plan Process
    - October 28, 2020 Advisory Committee 4
    - Airport Layout Plans
        - Airport Layout Plan
        - Landside Drawing
        - Airspace/Approach Drawings
        - On-Airport Land Use Plan
        - Property Map
        - Land Use Plans
    - Draft Master Plan
    - Master Plan ALP Approvals
    - Final Master Plan
- Master Plan Summary
- Aviation Demand Planning Horizons
- Airport and Runway Classifications
    - Forecasts Approved by FAA on May 5, 2020

COUNCILMEMBER HARRIS asked about how many passengers are in a B2 aircraft.

MR. QUICK said a lot of different aircrafts fall into the B2 category, but typically it is the midsized business jet with about 6 to 10 people. Mr. Quick said B2 categorization is based on runway design code and not passengers on the aircraft.

COUNCILMEMBER LOPEZ said the B2 can accommodate larger aircraft, but it is on the low end it does not require any modifications. Councilmember Lopez asked if airports have had to adjust because they started to get larger aircraft.

MR. QUICK said yes, there are airports and runways that had to change their design if they started to get more aircraft traffic at the airport. Mr. Quick said the runway length is a limiting factor.

COUNCILMEMBER LOPEZ said the airport can accommodate larger aircraft, but it is not common.

MR. QUICK continued the presentation.
- Airport Development Concept

COUNCILMEMBER ORLANDO asked about solar and the environmental sites.

MR. QUICK said they left the site alone, but it could be a potential site. It is close to the runway, but they were looking towards more of the northwest side of the airport. Mr. Quick said it could be looked at, but there would be an extensive remediation process.

COUNCILMEMBER ORLANDO asked about more information on the terminal.

MR. QUICK said they were looking for areas of prime development to satisfy future aviation demand and this area could accommodate more activity. Mr. Quick said they were also looking at the admin areas and opening up other areas to accommodate aviation activities.

COUNCILMEMBER ORLANDO said there was talk of above ground fuel tanks and asked what size was being considered.

MR. QUICK said 10,000-15,000 gallons.

COUNCILMEMBER ROE talked about the self-service fuel station and asked if there could be a way for people to get through the fence to the runway in the south. Councilmember Roe asked if that land would be more marketable.

MR. QUICK said they have not evaluated through the fence from that parcel because there is plenty of development opportunity on existing airport property. Mr. Quick said they try to be sensitive to land uses around the airport and there is residential in the area so this land would serve as a buffer. Mr. Quick said through the fence access is frowned upon by the FAA, but there are some instances it is allowed such as in Scottsdale.

COUNCILMEMBER ROE said if you do not plan for land to be sold then it may be a similar situation to Scottsdale. Councilmember Roe said it seems it should be there as an option.

MR. QUICK said it is something they could talk about. Mr. Quick said this plan would be updated in the next 10 years, but for the anticipated demand over the next 20 years is that demand would be met with the exiting airport property. Mr. Quick said this is why they have not looked at purchasing additional property.

COUNCILMEMBER LOPEZ talked about the runway extension and asked if the runway extension would be presented and if that would cause an increase in usage.

MR. QUICK said they have some Capital Improvements Project options and they show environmental studies beginning in the latter part of the five year timeframe. Mr. Quick said the actual construction would be in the six to eight year timeframe.

COUNCILMEMBER LOPEZ asked if runway extensions are done if they see an increase in activity.

MR. QUICK said it can happen, but a lot of times it would be most felt by the operators at the airport and they would be able to take more passengers and fuel. Mr. Quick said this would generate additional revenue for the businesses.

MR. QUICK continued the presentation.

- Capital Improvement Program

VICE MAYOR STEWART asked how short term was defined.

MR. QUICK said one to five years for short term, six to ten years for intermediate, and 11 to 20 years for long term.

VICE MAYOR STEWART said the $5 million would be spread out over five years.

MR. QUICK said yes, but it is hard to say depending on need and the type of project.

VICE MAYOR STEWART said infrastructure is important as an economic driver and if more opportunity is south then that is something he would like to see. Vice Mayor Stewart said if they are making this investment it cannot be just for the activity they do today and it needs to be for the future. Vice Mayor Stewart said he wanted more information and numbers on economic drivers.

MR. QUICK said these numbers are tied to the Capital Improvement Program based on the design concept.

VICE MAYOR STEWART asked how they would recoup the costs of these investments.

MR. QUICK said that would be tied to the activity in the airport such as fuel flowage, land leases, and operations.

VICE MAYOR STEWART asked for projections based on an economic standpoint and why they should extend the runway.

MAYOR HARTKE said this is not just extending the runway there are a lot of projects.

VICE MAYOR STEWART said they need to be able to share why this a good investment for the community.

MR. WRIGHT said they did an economic impact study for the airport five years ago which showed $100 million in annual economic impact. Mr. Wright said they could forecast a little bit with that as a baseline. Mr. Wright said there is another piece recommended by the Bond Committee was to look at the community impact of extending the runway beyond just FAA requirements.

VICE MAYOR STEWART asked if they would see that before voting on this.

MR. WRIGHT said this is primarily a facilities plan and that would be a recommendation coming out of this plan which would start its own process.

COUNCILMEMBER ORLANDO asked if they are doing a new study.

MR. WRIGHT said there is not a plan for a specific airport economic impact study, but they could explore that. Mr. Wright said they would have a specific study done on the runway extension is they chose to do that.

COUNCILMEMBER ORLANDO said there is some synergy as they develop the runway more development in the area would occur. Councilmember Orlando said if they develop the area the runway may lag. Councilmember Orlando said he has always been concerned with the airspace and what would happen if they increase the runway.

MR. QUICK said airspace is tied to several different factors, but even if the runway was extended it would still be class B aircraft. The airspace in the Phoenix Metro area is complex given all the airfields.

COUNCILMEMBER ORLANDO talked about memorial field and how that affects operations.

MR. QUICK said airspace is outside the purview of the Master Plan, but he would not expect to see much different than what is happening today in terms of aircraft.

COUNCILMEMBER ROE said the extension of the runway is mostly about safety since the aircraft size would not change.

MR. QUICK said they are not expecting the runway design code to change.

COUNCILMEMBER ROE said the longer runway would give more room to take off and land.

MR. QUICK said it could enhance safety and be met within existing confines of the airport property.

VICE MAYOR STEWART asked if the numbers came from the expectation of the extended runway.

MR. QUICK said they took into consideration unconstrained forecast and being able to accommodate different types of aircraft.

VICE MAYOR STEWART said this would be a 50% increase in 11 years and an increase in traffic by 20%. Vice Mayor Stewart asked if the investment is coming from bonds or the general fund.

MR. QUICK said the Master Plan does not identify funding sources.

VICE MAYOR STEWART said they would have to use general fund if the bond did not pass.

MR. WRIGHT said there is not an airport package being recommended. The recommendation was for one item outside the airport that would fall under transportation.

MAYOR HARTKE said there is no airport bond issue.

VICE MAYOR STEWART said it would be all general fund then.

COUNCILMEMBER LOPEZ said these are recommendations and how the City comes up with the money could be anything.

VICE MAYOR STEWART said in the short term it would be general funds since they would not go for bonds for another 10 to 15 years.

MAYOR HARTKE said they are not restricted in when they can bond, they could bond the next year if they chose to.

MR. QUICK continued the presentation.

- 2019 Noise Contours
- 2040 Noise Contours
- Next Steps
- Requests
    - City Council Approve 2021 Airport Master Plan as recommended by the Airport Commission on March 17, 2021
- Next Steps
    - City Council approves the 2021 Airport Master Plan
    - Submit the draft Airport Layout Plan (ALP) to the FAA for lines of business (LOB) review
    - FAA approves ALP; Print final Master Plan report
    - Execute plan through City's annual budget and grant funding opportunities

COUNCILMEMBER LOPEZ said the Master Plan is used as a guiding roadmap for future Councils.

MAYOR HARTKE said it is important future plans are in the Master Plan to set the stage.

COUNCILMEMBER ROE said if the projects are not listed then they do not exist.

VICE MAYOR STEWART asked if they could look into the land to the south.

MR. WRIGHT said that would be in the Airpark Area Plan to designate appropriate land uses around the area.

VICE MAYOR STEWART clarified the Airport Master Plan is only the land inside the fence.

MR. WRIGHT said yes, it is an inside the fence document.

VICE MAYOR STEWART asked if that piece of land could be considered to be part of the Plan.

MR. WRIGHT said that would be more of a development issue.

MAYOR HARTKE said they would need to buy the land for it to be inside the fence.

VICE MAYOR STEWART said if it could be an economic driver then it would make sense to be inside the fence.

MAYOR HARTKE said if it was a corporate center employing 600 people it would do better outside the fence than being hangars.

COUNCILMEMBER LOPEZ said the extension of the runway improves safety and expands what the current aircraft can do. Councilmember Lopez said it meets the requirements for many airplanes' insurance requirements.

MR. QUICK said they have seen 5,000 feet is the target number for many insurance companies and air taxi companies.

ADJOURNMENT: The Work Session was adjourned at approximately 5:52 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: May 13, 2021

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of Chandler, Arizona, held on the 19th day of April, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this ___ day of May, 2021.

_____
City Clerk

unofficial

CITY OF CHANDLER COUNCIL MEETING MINUTES
Study Session
Monday, April 19, 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, April 19, 2021

THE MEETING WAS CALLED TO ORDER BY MAYOR KEVIN HARTKE AT 6:00 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

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

SCHEDULED PUBLIC APPEARANCES

MAYOR HARTKE invited Councilmember Orlando to join him for the recognitions.

1. Proclamation - Police Week 2021

MAYOR HARTKE read the proclamation and invited Sean Duggan, Police Chief, to accept.

2. Proclamation - Building Safety Month

COUNCILMEMBER ORLANDO read the proclamation and invited Development Services staff to accept.

SHI CHENG TAO, Building Official, introduced staff and said Building Safety Month recognized the important role building safety officials play in the community.

3. Proclamation - Arbor Day

MAYOR HARTKE read the proclamation and invited Community Services staff to accept.

ARIANE FRANCIS, Recreation Coordinator II, thanked staff for all of their work maintaining the parks and that they are important to the community and that was especially seen during the pandemic.

4. Recognition - Arizona Water Association Environmental Stewardship Award

JOHN KNUDSON, Public Works and Utilities Director, recognized Anupa Jain, Water Quality Advisor, for being awarded the Arizona Water Association Environmental Stewardship Award for significantly contributing to protection and enhancement of water and wastewater in Arizona. Ms. Jain has worked for over 25 years to preserve the integrity of water resources and contributed to the industry as a chemist, laboratory manager, researcher, and advisor. Ms. Jain holds a masters and doctorate degree in organic chemistry.

5. Recognition - Arizona Recycling Coalition Recycler of the Year

MR. KNUDSON said the Arizona Recycling Coalition has recognized Traci Conaway, Acting Solid Waste Operations Supervisor, for over 18 years of experience in the recycling industry. Ms. Conaway started as an educator and then for a private recycling contractor firm in Chandler. Ms. Conaway works in the City's solid waste division and has done so for 15 years. Ms. Conaway knows the industry from both the public and private sector views.

CONSENT AGENDA DISCUSSION

COUNCILMEMBER HARRIS had comments on Consent Agenda Item No. 3.

3. Resolution No. 5467 approving the Airport Master Plan Update for the Chandler Municipal Airport

COUNCILMEMBER HARRIS thanked staff, the Airport Commission, and the consultant for the work they have done to update the Airport Master Plan. Even through the pandemic they received public feedback that helped shape the recommendations in the Plan. The Airport is an important link to the air transportation system and this would enhance employment and revenue for the local area.

MAYOR HARTKE asked for a presentation on Consent Agenda Item No. 8 and 9.

8. Construction Manager at Risk Contract No. PR2004.401 with Hunter Contracting Co. for the Veterans Memorial Phase II

9. Professional Services Agreement No. PR2004.451 with Dibble CM, LLC (DE LLC), for Veterans Memorial Phase II

ANDY BASS, Community Services Director, presented the following presentation.

- Veterans oasis Park Phase II Veteran's Memorial
- Phase II Veterans Memorial
    - Veterans Oasis Park construction was completed in 2008
    - City staff met with several local Veteran's Groups shortly after to develop a conceptual plan for a Veterans Memorial
    - 2012 fundraising campaign started

        - Raised $650,000
    - Phase I completed in 2016
- Phase II Veterans Memorial 6 Core Values
- Phase II Veterans Memorial
    - Phase II additions to scope of work
        - Construction Manager at Risk Contract
        - Relocation and refurbishment of F-86
        - 3-form translucent columns and plinths with white LED lighting
        - Synthetic Turf
    - Goal is to complete construction and have a ribbon cutting November 11, 2021 to celebrate Veterans Day

MAYOR HARTKE said he was looking forward to the project and that there was grant funding for this project as well.

COUNCILMEMBER ORLANDO said there was $750,000 that was raised and said the project is coming full circle. Councilmember Orlando said he liked the lights and said one of the promises from the American Legions in Chandler was that they would help maintain the site and provide tours. Councilmember Orlando asked the other veterans on Council to participate in meeting with the organizations to coordinate that.

COUNCILMEMBER HARRIS said as a veteran this would pay homage to those who have served and those who are currently serving. Councilmember Harris said this is a place for them to go and reminisce. Councilmember Harris said this means a lot to so many veterans for so many different reasons. Councilmember Harris asked which Veteran Groups have worked on this project.

MR. BASS said it was an extensive list and would provide that to Council.

COUNCILMEMBER HARRIS said he wanted the community to know that this was designed by other veterans and is not just a civilian project.

MAYOR HARTKE said there were questions on Consent Agenda Item No. 11.

11. Resolution No. 5465 authorizing an Intergovernmental Agreement with the Gila River Indian Community for the provision of mutual aid services

TOM DWIGGINS, Fire Chief, introduced Consent Agenda Item No 11. Chief Dwiggins said Chandler has automatic aid agreements with all neighboring fire departments except Gila River which is a mutual aid agreement. Chief Dwiggins said when an automatic aid partner needs services the request goes directly to the alarm room. On a mutual aid agreement, if assistance is needed the call would go to the alarm room and the battalion chiefs would do an assessment to see what resources levels are at and make the decision to send or not send. Chief Dwiggins said there is currently a mutual aid agreement in place, but it is 25 years old and this new agreement would outline the process to request aid and criteria for the battalion chiefs to determine how to respond. Chief Dwiggins said in the last three years Chandler has sent aid 41 times and they have provided mutual aid back six times. Chief Dwiggins said almost evert time resources are sent, there have just been a few times where resources were not able to be sent.

VICE MAYOR STEWART said he appreciates the relationship they have with the neighbors and it is good to continue.

COUNCILMEMBER ORLANDO asked if their fire department also came to Chandler's training center.

CHIEF DWIGGINS said yes, they come on a quarterly basis and staff works with them to use Chandler's facility when they are conducting fire academies.

COUNCILMEMBER ORLANDO said this is a strong relationship and it is good it is continuing.

MAYOR HARTKE asked for a presentation on Consent Agenda Item No. 14.

14. Resolution No. 5466, Pension Funding Policy Update

DAWN LANG, Management Services Director, presented the following presentation.

- Resolution 5466 Pension Funding Policy
- Strong Fiscal Foundations
    - Financial Policies
        - Revised and adopted by Council January 14, 2016
    - Operating Management
    - Capital Management
    - Reserves (Jan. 26, 2017) (Mar. 22, 2018)
    - Debt Management
    - Long Range Financial Planning
    - Grant Management
    - Investment
    - Accounting, Auditing, and Financial Reporting
    - Pension Funding (updated annually; last update June 11, 2020)
- Pension Funding Policy
    - Intent: to clearly communicate Council's pension funding objectives
    - Complies with Laws 2018, Chapter 112 to review and adopt annually
    - Addresses both PSPRS and ASRS
    - Includes
        - Amortization policy
        - Pension funding goal
        - Funding pension cost
- Public Safety Personnel Retirement System (PSPRS)
    - Accepts Chandler's share of Assets ($316.5M) and Liabilities ($487.7M) from the 6/30/20 actuarial valuation
    - Updates Unfunded Actuarial Accrued Liability from $180.5M to $171.1M
    - Updates funded ration from 59.9% to 64.9%
    - Includes
        - Amortization policy – 20 years/ 16 years left
        - Pension funding goal – 100% funded by 2036, and make additional one-time payments early to save ongoing costs in future years (propose $22M in FY 2021-22)
        - Funding pension cost – Funding Annual Required Contribution (ARC) will be a priority during budget

- Additional payments began in FY 2016-17 and total $52.5M to date
- Arizona State Retirement System (ASRS)
  - Updates funded ration from 76% to 72%
  - Includes
    - Pension funding goal – Since ASRS assets and liabilities are combined in one trust, there is no ability for the City of Chandler to address or influence its individual funded ration
    - Funding pension cost – Funding annual Required Contribution (ARC) will be a priority during budget

MAYOR HARTKE thanked current and prior Council's for their commitment addressing this and together as an origination this needs to be paid.

VICE MAYOR STEWART asked how Chandler compares to other cities such as Phoenix.

MS. LANG said Phoenix is over $3.1 billion.

VICE MAYOR STEWART said Chandler has contributed $74 million over the past four years and asked if they are making progress if they will start to see a return in ongoing dollars being freed up.

MS. LANG said with commitment to make additional payments above the contribution does have a direct impact to the rates that the City pays. Ms. Lang said that should reduce the ongoing costs on an annual basis to continue to bring this down.

VICE MAYOR STEWART thanked staff for their work on this.

MAYOR HARTKE said there were comments on Consent Agenda Item No. 25.

25. Resolution No. 5470, Authorizing a Reclaimed Water Agreement and Project Agreement No. 4 Under the Public Infrastructure Master Agreement Dated May 24, 2019, with Intel Corporation

MR. KNUDSON introduced Consent Agenda Item No. 25 and said these agreements detail the new partnership and financing of the project with Intel utilizing a funding mechanism from the State which will pay for most of the project. The City would construct a small membrane water treatment facility to treat surface water supplies received from SRP and the Colorado River. This A+ reclaimed water would be used to recharge the aquafer beneath Chandler. The water would be routed through the existing reclaimed water distribution system to Tumbleweed storage facility and Veterans Oasis facility. The Veterans Oasis facility would be able to have more water available in the ponds. Mr. Knudson said they have invited Intel to join the project and their allotment would be piped through existing infrastructure and would be used for their cooling system needed for their future projects.

COUNCILMEMBER ORLANDO said staff is doing a great job looking towards the future and this would help everyone and save taxpayer dollars.

MAYOR HARTKE said there comments on Consent Agenda Item No. 36.

36. Agreement No. 4302, with KUV Consultants, LLC, for a Security and Emergency Preparedness Program

COUNCILMEMBER ORLANDO said they are faced with a lot of cyber security issues and staff has done a great job to train and keep the City safe.

MR. KNUDSON introduced Consent Agenda Item No. 36 and said water utility was required by the federal EPA to conduct a resiliency analysis of the City's water systems. This was a request of all water systems throughout the US and they were given a short deadline to do the analysis and prepare a report. Mr. Knudson said they hired a consultant to help with this and staff came together to accomplish this. Mr. Knudson said they are able to take what they are doing today to a higher level and look at threat assessment and cyber security issues. Mr. Knudson said the consultant would work on keeping the reporting up-to-date and training staff to keep us with the best practices of cyber security and water security.

COUNCILMEMBER ORLANDO said it is a great project to keep our City protected.

MAYOR HARTKE said Consent Agenda Item No. 38 was moved to Action Agenda.

CONSENT AGENDA ITEMS

1. Construction Contract No. AI2002.401 with Sunland Asphalt & Construction, LLC, for Taxiway C Rehabilitation
   Move City Council award Contract No. AI2002.401 to Sunland Asphalt & Construction, LLC, for Taxiway C Rehabilitation, in an amount not to exceed $799,799.

2. Project Agreement No. AI2101.401 with SDB, Inc., Pursuant to Job Order Contract No. JOC1912.401, for Airport Plumbing Renovation
   Move City Council Award Project Agreement No. AI2101.401 to SDB, Inc., Pursuant to Job Order Contract No. JOC1912.401, for Airport Plumbing Renovation, in an amount not to exceed $105,446.49.

3. Resolution No. 5467 approving the Airport Master Plan Update for the Chandler Municipal Airport
   Move City Council pass and adopt Resolution No. 5467 approving the Airport Master Plan Update for the Chandler Municipal Airport.

4. March 4 and 5, 2021, and April 5 and 8, 2021, City Council Minutes
   Move to approve the Council meeting minutes of the Special Meeting - Retreat of March 4 and 5, 2021, Study Session of April 5, 2021, and the Work Session, and Regular Meeting of April 8, 2021.

5. Board and Commission Appointments
   Move City Council approve the Board and Commission appointments as recommended.

6. Resolution No. 5468 Tribal Gaming Revenue Grant Application
   Move City Council pass and adopt Resolution No. 5468 authorizing the submittal of a $106,275 Tribal Gaming Grant Application from the Chandler Fire Department to the Fort McDowell Yavapai Nation to replace a low acuity program vehicle.

7. Resolution No. 5469 Authorizing the Submittal of a $10,000 Tribal Gaming Revenue Sharing Grant Application
   Move City Council pass and adopt Resolution No. 5469 authorizing the submittal of a $10,000 Tribal Gaming Grant Application from the Chandler Police Department to the Fort McDowell Yavapai Nation

for the purchase of residential security equipment to be distributed to crime victims by the Victim Services Unit as a preventative measure against future crime or violence.

8. Construction Manager at Risk Contract No. PR2004.401 with Hunter Contracting Co. for the Veterans Memorial Phase II
Move City Council award Construction Manager at Risk Contract No. PR2004.401 to Hunter Contracting Co., for the Veterans Memorial Phase II, in an amount not to exceed $3,513,861.76.

9. Professional Services Agreement No. PR2004.451 with Dibble CM, LLC (DE LLC), for Veterans Memorial Phase II
Move City Council award Professional Services Agreement No. PR2004.451, to Dibble CM, LLC (DE LLC), for Veterans Memorial Phase II, in an amount not to exceed $122,400.00.

10. Final Adoption of Ordinance No. 4967, PLH20-0052 Serene Estates
Rezoning
Move City Council adopt Ordinance No. 4967, approving PLH20-0052 Serene Estates, Rezoning from C-1 to PAD for single-family residential located northwest of the northwest corner of Galveston and Hartford streets, subject to the conditions as recommended by Planning and Zoning Commission.

11. Resolution No. 5465 authorizing an Intergovernmental Agreement with the Gila River Indian Community for the provision of mutual aid services
Move City Council pass and adopt Resolution No. 5465, authorizing the City of Chandler to enter into an Intergovernmental Agreement with the Gila River Indian Community for the provision of mutual aid services, and authorizing the Fire Chief or designee to execute the agreement.

12. Professional Services Agreement No. FI2001.201 with HDA Architects, LLC, for Chandler Fire Station No. 282 Reconstruction
Move City Council award Professional Services Agreement No. FI2001.201, to HDA Architects, LLC, for Chandler Fire Station No. 282 Reconstruction, in an amount not to exceed $559,279.00.

13. Purchase of Webex Annual Subscription from NTT America, Inc.
Move City Council approve the purchase of Webex annual subscription from NTT America, Inc., utilizing 1GPA Contract No. 16-11PV-05, in the amount of $212,415, for a three-year period beginning May 1, 2021, through April 30, 2024, payable on an annual basis, and authorize the City Manager or designee to sign a linking agreement with NTT America, Inc.

14. Resolution No. 5466, Pension Funding Policy Update
Move City Council pass and adopt Resolution No. 5466, adopting the updated Pension Funding Policy and accepting the City's share of assets and liabilities under the Public Safety Personnel Retirement System Actuarial Valuation Report.

15. New License Series 7, Beer and Wine Bar Liquor License application for Blacksheep Wine LLC, dba Blacksheep Wine & Merchant
Move for recommendation to the State Department of Liquor Licenses and Control for approval of State Liquor License No. 07070393, a Series 7, Beer and Wine Bar Liquor License, for Lauren Kay Merrett, Agent, Blacksheep Wine LLC, dba Blacksheep Wine & Merchant, located at 98 S. San Marcos Place, and approval of the City of Chandler, Series 7, Beer and Wine Bar Liquor License No. 300235 L7.

16. New License Series 12, Restaurant Liquor License application for Chipotle Mexican Grill Inc., dba Chipotle Mexican Grill #3836
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 139220, a Series 12, Restaurant Liquor License, for H J Lewkowitz, Agent, Chipotle Mexican Grill Inc., dba Chipotle Mexican Grill #3836, located at 1055 W. Chandler Boulevard, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 300780 L12.

17. Cooperative Agreement with JPMorgan Chase Bank, N.A., for Banking Services
Move City Council approve a cooperative agreement with JPMorgan Chase Bank, N.A., for Banking Services for the period beginning May 1, 2021, through December 31, 2024, in an amount not to exceed $34,000 per year.

18. Claims Report for the Quarter Ended March 31, 2021
Move to accept the claims report for the quarter ending March 31, 2021, which is included with this memo as an attachment.

19. Resolution No. 5459 Authorizing the Submittal of the Community Development Block Grant Program Year 2021–2022 Annual Action Plan
Move that City Council pass and adopt Resolution No. 5459 approving and authorizing the Acting City Manager or his designee to execute and submit the Community Development Block Grant (CDBG) Program Year 2021–2022 Annual Action Plan to the United States Department of Housing and Urban Development (HUD) and execute all subrecipient contracts.

20. Resolution No. 5460 Approving the Allocation of Program Year 2021–2022 HOME Investment Partnerships Funds from the Cranston-Gonzalez National Affordable Housing Act
Move that City Council pass and adopt Resolution No. 5460 approving and authorizing the Acting City Manager or his designee to allocate Program Year 2021-2022 HOME funds from the Cranston-Gonzalez National Affordable Housing Act through the Maricopa HOME Consortium and execute all subrecipient contracts.

21. Resolution No. 5461 Authorizing the Amendment of the 2020-2025 Consolidated Plan and Submittal of Substantial Amendment No. 1 to the United States Department of Housing and Urban Development
Move that City Council pass and adopt Resolution No. 5461 Amending the 2020-2025 Consolidated Plan and Submitting Substantial Amendment No. 1 to the United States Department of Housing and Urban Development (HUD) for Its Consideration in Order to Redirect the Planned Use of Anticipated Community Development Block Grant Funds; and Approving and Authorizing the Acting City Manager or His Designee to Submit Substantial Amendment No. 1 to HUD.

22. Resolution No. 5454 Authorizing an Intergovernmental Agreement with Maricopa County for Animal Care and Control Services
Move City Council adopt Resolution No. 5454 authorizing an Intergovernmental Agreement (IGA) with Maricopa County, through Maricopa County Animal Care and Control, for animal control services, in an amount not to exceed $221,431, for the period of July 1, 2021, through June 30, 2022; authorizing the Mayor to sign the Agreement; authorizing the City Manager or Designee to sign, administer, execute, and submit all documents and other necessary instruments in connection with such Agreement

23. Project Agreement No. PD1901.401 with Caliente Construction, Inc., for the Police Station Main Lobby and Records Renovations
Move City Council award Project Agreement No. PD1901.401 to Caliente Construction, Inc., Pursuant to Job Order Contract No. JOC1910.401, for the Police Station Main Lobby and Records Renovations, in an amount not to exceed $1,321,730.47.

24. Professional Services Agreement No. PD1901.451 with Kitchell/CEM Inc., for the Police Station Main Lobby and Records Renovations
Move City Council award Professional Services Agreement No. PD1901.451, to Kitchell/CEM Inc., for the Police Station Main Lobby and Records Renovations, in an amount not to exceed $198,540.

25. Resolution No. 5470, Authorizing a Reclaimed Water Agreement and Project Agreement No. 4 Under the Public Infrastructure Master Agreement Dated May 24, 2019, with Intel Corporation
Move City Council pass and adopt Resolution No. 5470, authorizing a Reclaimed Water Agreement and Project Agreement No. 4 under the Public Infrastructure Master Agreement dated May 24, 2019, between the City of Chandler and Intel Corporation for the construction of a Reclaimed Water Interconnect Facility and related public infrastructure needed to serve Intel's campus at 4500 S. Dobson Road.

26. Agreement No. PW9-962-4035, Amendment No. 2, with Eurofins Testamerica Laboratories, Inc.; Legend Technical Services of Arizona, Inc.; and Radiation Safety Engineering, Inc., for Laboratory Testing Services
Move City Council approve Agreement No. PW9-962-4035, Amendment No. 2 with Eurofins Testamerica Laboratories, Inc.; Legend Technical Services of Arizona, Inc.; and Radiation Safety Engineering, Inc., for laboratory testing services, in a combined amount not to exceed $379,000, for the period of May 1, 2021, through April 30, 2022.

27. Professional Services Agreement No. WW1901.203, with Wilson Engineers, LLC, for the Reclaimed Water Interconnect Facility Design Services
Move City Council award Professional Services Agreement No. WW1901.203, to Wilson Engineers, LLC, for the Reclaimed Water Interconnect Facility Design Services, in an amount not to exceed $1,809,660.

28. Construction Contract No. WA1903.401 and WA1908.401, with Achen-Gardner Construction, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System
Move City Council award Construction Contract No. WA1903.401 and WA1908.401 to Achen-Gardner Construction, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System, in an amount not to exceed $6,053,000.

29. Professional Services Agreement No. WA1903.451 and WA1908.451, with Wilson Engineers, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System Construction Management Services
Move City Council award Professional Services Agreement No. WA1903.451 and WA1908.451, to Wilson Engineers, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System Construction Management Services, in an amount not to exceed $623,308.

30. Purchase of Traffic Signal Maintenance Services from Roadway Electric, LLC
Move City Council approve the purchase of traffic signal maintenance services from Roadway Electric, LLC, utilizing City of Mesa Contract No. 2017135, in an amount not to exceed $501,600, for the period of May 1, 2021, through April 30, 2022.

31. Purchase of Pole Painting Services from OLS Restoration, Inc.
Move City Council approve the purchase of pole painting services from OLS Restoration, Inc., utilizing City of Mesa Contract No. 2019012, in an amount not to exceed $120,000, for the period of May 1, 2021, through April 30, 2022.

32. Professional Services Agreement No. WA1903.271, with Wilson Engineers, LLC, for the Arrowhead Water Production Facility Rehabilitation Post Design Services
Move City Council award Professional Services Agreement No. WA1903.271, to Wilson Engineers, LLC, for the Arrowhead Water Production Facility Rehabilitation Post Design Services, in an amount not to exceed $198,222.

33. Professional Services Agreement No. WA1908.271, with Black & Veatch Corporation, for the Pecos Surface Water Treatment Plant Surge System Post Design Services
Move City Council award Professional Services Agreement No. WA1908.271, to Black & Veatch Corporation, for the Pecos Surface Water Treatment Plant Surge System Post Design Services, in an amount not to exceed $104,890.

34. Professional Services Agreement No. ST2004.451, Amendment No. 1, with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Alma School Road Improvements (Pecos Road to Germann Road)
Move City Council award Professional Services Agreement No. ST2004.451, Amendment No. 1, to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Alma School Road Improvements (Pecos Road to Germann Road), in the amount of $168,553, for a revised contract amount not to exceed $468,487.

35. Construction Management at Risk Contract No. ST2004.401, Change Order No. 2, with Sunland Asphalt & Construction, Inc., for the Alma School Road Improvements
Move City Council award Construction Management at Risk Contract No. ST2004.401, Change Order No. 2, to Sunland Asphalt & Construction, Inc., for the Alma School Road Improvements (Pecos Road to Germann Road), in the amount of $1,981,059, for a revised contract amount not to exceed $6,365,059.

36. Agreement No. 4302, with KUV Consultants, LLC, for a Security and Emergency Preparedness Program
Move City Council approve Agreement No. 4302, with KUV Consultants, LLC, for a security and emergency preparedness program, in an amount not to exceed $550,000, for a five-year term, July 1, 2021, through June 30, 2026.

37. Sole Source Purchase of Blower Repair Services, Parts, and Equipment from Houston Service Industries
Move City Council approve the sole source purchase of Houston Service Industries (HSI) blower repair services, parts, and equipment, from Atlas Copco Power Technique North America, LLC, in an amount not to exceed $190,000.

ACTION

38. Agreement No. PD5-961-3521, Amendment No. 1, with American Traffic Solutions Inc., dba Verra Mobility, for Photo Enforcement
Move City Council approve Agreement No. PD5-961-3521, Amendment No. 1, with American Traffic Solutions, Inc., dba Verra Mobility, for photo enforcement, in a combined amount not to exceed $2,500,000, for the period of five years beginning April 1, 2021 through March 31, 2026.

ADJOURNMENT: The meeting adjourned at 6:43 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: May 13, 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 19th day of April 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2021.

_____
City Clerk

unofficial

CHANDLER CITY COUNCIL
Special Meeting – Micro Retreat Minutes
Monday, April 21, 2021

MINUTES OF THE SPECIAL MEETING – MICRO RETREAT OF THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, held on Monday, April 21, 2021, in the Cotton Room, Tumbleweed Recreation Center, 745 E. Germann Rd., Chandler, Arizona.

THE MEETING WAS CALLED TO ORDER BY MAYOR KEVIN HARTKE AT 2:00 P.M.

The following members of the Council were present:

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

City staff present: Josh Wright, Acting City Manager; Kelly Schwab, City Attorney; Dana DeLong, City Clerk; Debra Stapleton, Assistant City Manager; Matt Burdick, Communications and Public Affairs Director; Leah Powell, Neighborhood Resources Director; Niki Tapia, Community Resources and Diversity Supervisor.

DISCUSSION

1. Welcome and Overview

MAYOR HARTKE introduced the discussion topics and said there would be a number of work sessions in the coming weeks. Mayor Hartke called for a staff presentation.

JOSH WRIGHT, Acting City Manager, said staff has worked on updating the Strategic Framework.

2. Review Draft Strategic Framework Update

MATT BURDICK, Communications and Public Affairs Director, presented the draft strategic framework.

- Message from Mayor Kevin Hartke
- Our Vision
- Our Brand
- Our Goals

- Chandler's History and Achievements
- Focus Areas
- Economic Vitality

COUNCILMEMBER LOPEZ asked if the fourth bullet point, unique amenities, events and experiences that attract people to Chandler, fit more under Neighborhoods.

MR. BURDICK said this bullet point was in regards to tourism and business travel functions. Mr. Burdick said they try to promote more amenities and events for business travelers so they extend their stay.

MR. BURDICK continued the presentation.
- Innovation and Technology
- Mobility

COUNCILMEMBER HARRIS asked if they could add a photo of a walking trail since that is part of Mobility as well.

MR. BURDICK said they would look to see if they could find a photo on the Paseo Trail.

MAYOR HARTKE suggested they have a photo of people cycling and walking.

MR. BURDICK continued the presentation.
- Neighborhoods

COUNCILMEMBER LOPEZ asked if a photo of children at a playground could be added.

MR. BURDICK said yes, they could add a neighborhood park.

MR. BURDICK continued the presentation.
- Quality of Life

COUNCILMEMBER ORLANDO said there was some discussion on sustainability and asked if that needed to have more discussion.

MR. BURDICK said they added that in Innovation and Technology since it seemed like the best fit.

COUNCILMEMBER ORLANDO said they are a leading city in sustainability and suggested more discussion on where they are going with that.

MAYOR HARTKE said they could add a bullet even if they do not have content yet. Mayor Hartke said he was invited to speak about Intel and sustainability and they need to define what it means to the City.

COUNCILMEMBER ORLANDO asked if this was a takeaway.

MR. WRIGHT said it was a takeaway they got from the last retreat to have a further discussion on this topic. There is a future micro retreat meeting planned on innovation and sustainability.

MR. BURDICK continued the presentation.

- Chandler's Firsts – Timeline of Innovations

COUNCILMEMBER ORLANDO said he liked the timeline, but some of the items are not innovation but more progress as a city. Councilmember Orlando asked if it should be renamed Timeline of Progress.

MR. BURDICK said they were trying to play off of the branding, but they could use a different word choice.

COUNCILMEMBER ELLIS said she liked innovation because it was at the time it happened. It was something new and bold for the time, but it may not look like it now.

COUNCILMEMBER HARRIS said in the Neighborhoods paragraph they use the word diverse and if they are going to say diverse it should also say inclusion since they go together.

MR. BURDICK said the use of diverse in this sentence was related to the housing product not the residents, but they could look at using a different term.

COUNCILMEMBER HARRIS said the document should share sentiments of the brand statement.

MAYOR HARTKE suggested using a different word.

MR. BURDICK said yes, they would look at wording it differently to reduce confusion.

MAYOR HARTKE said Betty McGee, Citizens' Panel for Review of Police Complaints and Use of Force Committee Member, suggested they use more diverse photos in the document. Mayor Hartke said staff has a done a good job to take that note and express the variety of residents.

COUNCILMEMBER ORLANDO asked for senior residents to be represented.

MR. BURDICK said they would look at that as well. Mr. Burdick said staff would bring this to the May 13 meet for Council adoption. Mr. Burdick said they would be working on a web version as well.

COUNCILMEMBER ROE asked if staff could look to see how many views the document gets.

MR. BURDICK said yes.

VICE MAYOR STEWART asked if video could do a montage for this.

MAYOR HARTKE agreed.

MR. BURDICK said yes.

MAYOR HARTKE appreciated how staff has taken this and tied the Council agenda items to the framework.

COUNCILMEMBER LOPEZ said he looks at the icons to see how it fits into the strategic framework. It has enhanced the agenda greatly to help people understand how it ties together.

3. Diversity, Equity, and Inclusion: Overview of Current Initiatives

LEAH POWELL, Neighborhood Resources Director, introduced the discussion item.

NICKI TAPIA, Community Resources and Diversity Supervisor, presented the following presentation.

- Chandler Diversity Office
  - Est. 2007
- Agenda
  - Diversity Office Team
  - Definition of Diversity, Inclusion and Equity (DEI)
  - Goals that Support DEI
  - Key Results of City/Human Relations Commission 2020 Survey
  - Next Steps
- Diversity Office Team
  - Community Resources & Diversity Supervisor (FTE)
    - Development of all diversity and community resource programs
    - Chandler Sister City's program
    - Liaison to Chandler HRC
    - Liaison to diversity organizations (40+)
    - Partner on Regional diversity liaison team
      - (Mesa, Tempe, Scottsdale, Gilbert & Phoenix)
    - Outreach and new Chandler organization partnerships
    - Administrative
      - Budget, diversity mini-grants, diversity memberships, HRC special projects
  - Community Resources Coordinator (FTE)
    - Coordination of all events produced through this office
    - Assist community groups in coordination of their diversity programs/events
    - Event, program, and division marketing
    - For Our City – Chandler City staff liaison
    - Outreach and new Chandler organization partnerships
  - Chandler Cares Specialist (Temp)
    - Community outreach
    - Resource assistance
    - Nonprofit liaison
  - Event Staff (Temp)
    - On call for events, as needed
- What is Diversity, Inclusion, and Equity (DEI)

  - Diversity
    - Diversity is often used in reference to race, ethnicity, and gender, however, we embrace a broader definition of diversity that also includes age, national origin, religion, disability, sexual orientation, socioeconomic status, education, and language(s) spoken.
    - Diversity is where everyone is invited to the party
  - Inclusion
    - Authentically bringing traditionally excluded individuals and/or groups into processes, activities, and decision/policy making in a way that shares power and ensures equal access to opportunities and resources.
    - Inclusion means that everyone has the opportunity to dance
  - Equity
    - The guarantee of fair treatment, access, opportunity, and advancement for all while striving to identify and eliminate barriers that have prevented the full participation of some groups.
    - Equity means identifying and eliminating the barriers preventing everyone from attending the party
- Goals that Support DEI
  - Promote City of Chandler Community Programs
  - Serve as a Resource for Organizational Diversity Initiatives
  - Monitor and Serve as a Resource for Businesses
  - Participate in Regional Activities
  - Act as a Connector for the Community on Diversity Programs
  - Promote Diversity Concepts in Schools
  - Coordinate or Assist with Annual Events
- City of Chandler Community Programs
  - Goal 1
    - Chandler Human Relations Commission
    - Chandler Sister Cities
    - Chandler Young Professionals
    - People of Chandler

COUNCILMEMBER HARRIS asked where the funds for these programs comes from.

MS. TAPIA said it comes from her budget area. The Chandler Young Professionals has some businesses that sponsor events so there is not much overhead.

COUNCILMEMBER HARRIS asked what the total budget was for all of these programs.

MS. TAPIA said $20,000 to $25,000 each year.

COUNCILMEMBER HARRIS asked with that budget if staff saw growth happening and if there was enough funding.

MS. TAPIA said they are very resourceful and make the budget go far.

MAYOR HARTKE said other companies have been supporting these programs as well.

MS. TAPIA continued the presentation.

- Organizational Programs
  - Goal 2
    - Diversity training for City employees
      - Human Library
      - Generations Training
      - New Employee Orientation
    - Diversity memberships
- Diversity Memberships
  - Local Government Hispanic Network
  - East Valley Jewish Community Center
  - One Community
  - Arizona Coalition to End Homelessness
  - Arizona South Asian Chamber of Commerce
  - Arizona Foundation for Women
  - Victoria Foundation
  - Sister Cities International
  - Great Plains ADA Center
  - East Valley Hispanic Chamber of Commerce

COUNCILMEMBER ROE said it sounds like they are doing a lot with very little budget and asked if there were opportunities to expand.

MS. TAPIA said yes.

MS. TAPIA continued the presentation.

- Monitor and Serve as Resource for Businesses
  - Goal 3
    - Work with Downtown businesses on issues related to Day Labor (Past)
    - Work with businesses interested in participating/volunteering in diversity programs
    - Work with Chamber Diversity, Equity and Inclusion committee
- Participate in Regional HRC Activities
  - Goal 4
    - Unity Walk
    - Regional Human Relations Commission meetings
    - Racial inequity and social justice updates
- Act as a Connector for the Community on Diversity Programs
  - Goal 5
    - Creation of a diversity event calendar
    - Diversity Networking Group
- Diversity Partners
  - Ahmadiyya Muslim Community

- American Indian Chamber of Commerce of Arizona
- Arizona Asian Alliance
- Arizona Asian American Association
- Arizona Korean Association
- Asian American Times
- AZ India News
- AZ Rajputs Diwali
- Bahá'ís
- Bangladesh Theater of Arizona
- BASEArizona
- But Tre Vietnamese Magazine
- Cross Cultural Dynamics
- East Valley Jewish Community Center
- East Valley NAACP
- Generations - Crystal Clear Results
- Helping Hand for Relief and Development
- Instituto de Folklor Mexicano
- Intel
- Islamic Center of the East Valley
- Light of Light Church
- Miss Indian Arizona Association
- One Community
- PayPal

COUNCILMEMBER LOPEZ said they have tried to get nonprofits with the same goals to work together and asked if they accept working together to develop synergies.

MS. TAPIA said yes, the diversity group is similar to For Our City in terms of working together. Ms. Tapia said there is a lot of discussion to work together, support each other, and promote diversity.

COUNCILMEMBER LOPEZ asked if there is overlap between the Human Relations Commission and the Diversity Networking Group.

MS. TAPIA said there are a few members in both. Ms. Tapia said at times the Diversity Networking Group is more active than the Human Relations Commission because of their different roles.

MS. TAPIA continued the presentation.

- Promote Diversity Concepts in Schools
  - Goal 6
    - Maintain on-going dialogue with school administrators
    - Diversity Education Mini-Grants
- Diversity Education Mini-Grants
  - Tarwater Elementary
    - Dual Language Mandarin Immersion Program
  - Chandler Hamilton Public Library

        - Banned Books Week with Grab and Go Activity Kit. Bringing awareness to censorship and celebrates the freedom to read.
    - Weinberg Gifted Academy
        - 3rd Grade Gifted Literacy Program of Multicultural Perspectives and Historical Events
    - Casa de Vida
        - Books for the neighborhood Little Library from diverse authors, as well as stories that reflect race, ethnicity, disability, age etc.
    - Global Arts Temple USA
        - Global Peace & Harmony Thru Music - Online Event
    - Willis Jr. High School
        - Set of the award winning graphic novel March by late congressman John Lewis
    - Fulton Elementary
        - 4th Grade Classroom Library Books "students need to see their own cultural values celebrated in literature."
- Coordinate or Assist with Annual Events
    - Goal 7
        - Multicultural Festival
        - Miss Indian Arizona
        - Black History Month Events
        - Juneteenth Caravan
        - Sister Cities Tea
        - Many other community diversity events
- Annual Diversity Events
    - Chandler International Film Festival
    - Juneteenth
    - Regional Unity Walk
    - Chandler Men of Action Banquet
    - Pride Parade
    - Miss Indian Arizona
    - Holocaust Remembrance
    - CGCC Multicultural Day

COUNCILMEMBER LOPEZ asked about Miss Indian Arizona and if it was a statewide event.

MS. TAPIA said yes, there is a Miss Indian Arizona organization, and they work with all the tribes in Arizona. Ms. Tapia said there are usually 10 to 11 contestants each year that compete.

MAYOR HARTKE said he has attended all of these events in the past and said they are worth doing. Mayor Hartke encouraged Council participation.

MS. TAPIA continued the presentation.

- Diversity Event Statistics
    - FY 18/19
        - Total # of Events 45

        - Community Produced Events 38
        - Attendance 18,739
        - Students Reached 4,005
        - Community Partners 43
        - School Partners 16
    - FY 19/20 Partial COVID Year
        - Total # of Events 30
        - Community Produced Events 21
        - Attendance 36,242 Virtual Event Views Included in this Number
        - Students Reached 3,783
        - Community Partners 46
        - School Partners 19

VICE MAYOR STEWART asked if they had the ability to go forward with in person events.

MS. TAPIA said yes.

COUNCILMEMBER ELLIS said she was part of this group for almost five years. Councilmember Ellis asked how they work with different organizations.

MS. TAPIA said Commissioner Conaway is a Co-Chair for the Chamber and they work together often.

COUNCILMEMBER ELLIS asked if there is overlap.

MS. TAPIA said no, they do partner with information but they educate people on different topics.

COUNCILMEMBER ELLIS asked if they use the same angle.

MS. TAPIA said the City's program is more for residents and the Chamber's is more for businesses.

MS. TAPIA continued the presentation.

- Summary of DEI Progress
    - Diversity
        - Chandler Sister Cities
        - Diversity Training for Employees
        - Diversity Memberships
        - Work with businesses interested in participating in diversity programs
        - Work with Downtown businesses on issues related to Day Labor
        - Unity Walk
        - Creation of diversity event calendar
        - Diversity education mini-grants
        - Coordinate or Assist with Annual Events
            - Multicultural Festival
            - Miss Indian Arizona
            - Black History Month Events

- Juneteenth Caravan
- Sister Cities Tea
- other community diversity events

  - Inclusion
    - Chandler Human Relations Commission
    - Work with Chamber Diversity, Equity & Inclusion Committee
    - Regional HRC meetings
    - Diversity Networking Group
    - Maintain on-going dialogue with school administrators
    - Chandler Young Professionals
    - People of Chandler
  - Equity
    - Chandler Housing Youth Program
    - Fair Housing
    - Public Housing

- City Council Action on DEI
  - Approx. 1986, Chandler Allocations process established with the goal to serve underrepresented populations
  - 1997, Chandler Human Relations Commission Re-Established
  - 2007, Diversity Office Officially created by City Manager with Council support
  - May 24, 2018, Chandler City Council approved Resolution No. 5166 adopting the prohibitions of the City's Anti-Harassment and Anti-Bullying Policy to apply to the Council and members of City Boards and Commissions
- Results of City/HRC 2020 Survey
  - More events for Latino, LGBTQ+, Black, Asian and Eastern Indian community, in different parts of the City. (D)
  - Development of equity programs for youth and families in low-income areas in Chandler (with high concentrations of populations of color). (E)
  - Engage consultant to evaluate and make recommendations to 2021/22 proposed budget to enhance City's DEI initiatives. (I)

COUNCILMEMBER ELLIS said she was disappointed that no questions were asked when the presentation was first made. Councilmember Ellis asked if these recommendations were in the budget.

MS. TAPIA said they did put in a decision package for a consultant and that was approved and would be presented to Council on Friday.

MS. TAPIA continued the presentation.

- Next Steps for Diversity, Inclusion and Equity
  - Create awareness of diversity programs through increased marketing efforts and enhanced website design (in progress). (D)
  - Create internal working group with other City departments to promote and collaborate diversity efforts across the City (completed and ongoing). (I)
  - Develop strategic plan based on approved recommendations from the consultant's study. (I)

- Progress towards the City's commitment to non-discrimination. (I)

COUNCILMEMBER ROE said it sounds like Chandler has a lot to be proud of and thought they could review the budget to see if there could be additional funds. Councilmember Roe said he came from a Chamber Board meeting and this was something that was important to them as well.

MS. TAPIA said they are talking to many groups and they discuss what is important to Chandler.

COUNCILMEMBER HARRIS said they do well with the budget they have, and it is hard work to make that happen. Councilmember Harris said as they look at the budget they need to see how they can make this stronger. Councilmember Harris said this is important and they need to create a meaningful budget.

MAYOR HARTKE said during the all-day budget meeting, Council can make recommendations. Mayor Hartke said there is also a Council contingency fund with one time and ongoing dollars. This is where Councilmember Huang had directed $5,000 for the multicultural festival.

MS. TAPIA said the multicultural festival is included in their budget cost.

COUNCILMEMBER ELLIS said she has discussed this with the directors about their plan and that it is in motion. Councilmember Ellis said they are working on this issue and would be presented on Friday.

COUNCILMEMBER ORLANDO said the Chamber has a robust program and asked if there was a way to regularly connect with them for more opportunities for resources and get the word out.

MAYOR HARTKE asked if they already do that.

MS. TAPIA said she does meet with representatives of the Chamber.

COUNCILMEMBER ORLANDO suggested making a stronger attempt to be a part of that group on a regular basis.

COUNCILMEMBER HARRIS read the brand statement and said equity was left out. Councilmember Harris said he wanted to add that word to the brand statement.

COUNCILMEMBER LOPEZ talked about the definition of equity and agreed in making sure everyone has opportunity and access and have a great outcome. Councilmember Lopez said forcing or requiring an equal outcome of everything is not the role of government. Councilmember Lopez said when the definition is broad, he had reservations because of it being a higher level document.

COUNCILMEMBER ORLANDO said the definition is access and opportunity, not results. Councilmember Orlando said he could have the same access but maybe the results are different because his path was different. Councilmember Orlando said this is access and opportunity to advancement not saying someone has the right to a particular outcome.

COUNCILMEMBER LOPEZ said that would be inclusion.

COUNCILMEMBER ORLANDO said inclusion is the opportunity, but equity is that everyone has the access and opportunity to advance. This is eliminating barriers and this is not saying someone has a right to a particular outcome.

COUNCILMEMBER LOPEZ said he thought of eliminating barriers as inclusion. Councilmember Lopez said his concern is of how equity is defined and suggested Council define what it means to them so there is no confusion.

MS. TAPIA said they want to bring additional resources to those that need it.

COUNCILMEMBER ELLIS asked for the City Attorney's opinion on the word.

KELLY SCHWAB, City Attorney, said this word is perceived in different ways so what is important is how Council defines equity for the City of Chandler.

COUNCILMEMBER ELLIS said she wanted parameters of how it should be defined and how the law defines it.

MS. SCHWAB said she would need to do more research to provide that information.

MS. TAPIA said different things work for different cities and how they choose to define that.

COUNCILMEMBER ELLIS said if they are going to define this then she would like to do it in an educated way.

MAYOR HARTKE said if they use words that have a diverse definition that Council would define those.

COUNCILMEMBER HARRIS said there are many words that could have multiple definitions. The document would be very long if they defined each of these words. Councilmember Harris said they use innovation all the time, but they have not defined what that means. Councilmember Harris said to simply exclude a word because it needs to be defined better is not something they should do. Councilmember Harris said if they want to define this, they have a Diversity Equity and Inclusion Office and the office already defines that. Councilmember Harris said Council can work together to add definitions or add them in different places.

MAYOR HARTKE said they have a Diversity Office not a DEI Office. Mayor Hartke asked if there was interest in changing the brand to include equity or table it pending further information.

COUNCILMEMBER HARRIS said he wanted to add equity and at a later time define what that meant.

COUNCILMEMBER LOPEZ said no.

COUNCILMEMBER ORLANDO said he was okay with it.

COUNCILMEMBER ROE said he did not care.

COUNCILMEMBER ELLIS said she was okay with it.

VICE MAYOR STEWART said he wanted to know more about the definition.

MAYOR HARTKE said to include it.

MS. TAPIA said the Diversity Office has a consultant coming in and they could discuss and define it for Chandler.

MS. TAPIA played the video.

- People of Chandler Video

4. Nondiscrimination Discussion and Direction to Staff

MR. WRIGHT introduced the discussion topic and presented information about a Unity Pledge Ordinance and a Nondiscrimination Ordinance.

- Unity Pledge
  - Chandler - No
  - Gilbert - No
  - Glendale - Yes
  - Mesa - Yes
  - Phoenix - Yes
  - Scottsdale - Yes
  - Tempe - Yes
- Nondiscrimination Ordinance
  - Chandler - No
  - Gilbert - No
  - Glendale - No
  - Mesa – No Approved by Mesa City Council on February 22, 2021. Voter referendum filed April 1, 2021. Signatures currently being verified.
  - Phoenix- Yes
  - Scottsdale - Yes
  - Tempe – Yes
- League of Arizona Cities and Towns
  - Adopted a resolution in support of a statewide nondiscrimination law that would protect LGBTQ people from discrimination in housing, employment, and public accommodations, showing increasing support in the Grand Canyon State for statewide protections.
  - Passed on August 21, 2018 by the League's Resolutions Committee.

COUNCILMEMBER ORLANDO asked what the unity pledge looks like.

MR. WRIGHT said some cities do proclamations and others do resolutions, or ordinances.

COUNCILMEMBER LOPEZ asked for more information on the differences between a resolution and proclamation.

MR. WRIGHT continued.

- Decision Points
    - Statement of unity and commitment to diversity, equity, and inclusion
    - City procurement – require contractors holding City contracts to comply with antidiscrimination policies
    - Prohibit discrimination in public accommodation, employment, and housing on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender, gender identity, veteran status, marital status, and familial status.
        - Consider excluding private clubs, religious organizations and certain non-profits
- Enforcement provisions Potential Mechanisms
    - Arizona state statutes give authority to cities and towns to adopt ordinances and resolutions. An ordinance is a local law of the city or town prescribing a permanent code of conduct within the City. The ordinance exists until repealed by the Council. An ordinance is appropriate when the Council intends to set permanent policies or regulate the public. For example, specifying where the public may and may not park their cars is set out by ordinance in the City Code.
    - The City's public housing is available to any qualifying person, without regard to their gender, sex, or sexual identity. Finally, all contracts with the City include a provision requiring the contractor to follow applicable non-discrimination and anti-harassment laws.
    - Proclamation
        - Express Council's position
        - Ceremonial
        - No enforcement
        - Can be designated for emergencies
    - Resolution
        - Expression of Council's position on an issue
        - Less formal
        - Ministerial in nature
        - Done through a public process
        - Can be temporary
        - Not enforceable by the City of Chandler
    - Ordinance
        - Legislative creation of a rule
        - Enforceable by the City of Chandler Permanent
        - Done through a public process
        - Contains a punishment – may be for fines only

MS. SCHWAB said a proclamation is issued by the Mayor and expresses the Council's position but is nonbinding. A resolution is something the Council would take action on and is a policy statement. There are no enforcement provisions in resolutions. An ordinance is a law that is enforceable. If there

is not a different penalty designated the penalty in the code is a class one misdemeanor. Ordinances are permanent until repealed by the Council. A resolution also is permanent until repealed but there is no enforcement mechanism as it is a policy statement.

COUNCILMEMBER HARRIS asked if the resolution becomes a policy statement for the City.

MS. SCHWAB said it is a statement of the Council that could be a broad application over the City or narrowed down to City staff or contractors. It is direction from the Council.

COUNCILMEMBER HARRIS said it could be a broad statement saying this is how business is done in Chandler.

MS. SCHWAB said yes.

COUNCILMEMBER ELLIS said she was looking at a resolution and asked if Council gave staff direction to draft the document what the steps would be.

MS. SCHWAB said staff receives direction, they draft the resolution, obtain feedback as needed, and then it is added to a Council agenda for vote.

COUNCILMEMBER HARRIS said a nondiscriminatory ordinance sends a stronger message. Councilmember Harris said these documents have not been drafted yet and said it would be better to have a discussion once it is drafted. Council could have discussion of its importance but until there is a draft it is difficult to discuss since they do not know what would be in it yet.

MAYOR HARTKE said the first step is to direct staff to bring something to Council and then getting input. Mayor Hartke said from there they can determine the direction they want to go.

COUNCILMEMBER ELLIS said they have been presented some options based on the mechanism of how it is going to go and wording would come later around these bullet points.

MS. SCHWAB said yes, staff is seeking direction on the type of document Council would want. Ms. Schwab said the City already mandates and the protections at the federal and state level.

COUNCILMEMBER ELLIS said a resolution would include that.

MS. SCHWAB said if that is Council's direction then yes.

COUNCILMEMBER LOPEZ said he disagreed because they know what it would say. An ordinance would have repercussions and fines. Councilmember Lopez said he thought Council should do something to show commitment to the public on this. Councilmember Lopez said he did not think Chandler needed a law to force this topic and they are not seeing discrimination like other places are. Councilmember Lopez thought a resolution would be best to state where Council stands.

MAYOR HARTKE said no one wanted a proclamation. Mayor Hartke asked if Council was interested in a resolution or an ordinance.

COUNCILMEMBER ORLANDO said they are in a competitive environment and those companies are looking for strong statements of support. Councilmember Orlando said there are four cities that have ordinances. Councilmember Orlando said there is a void in the federal and state language. For the City to not put in an ordinance would put the City at a competitive disadvantage. Councilmember Orlando said he thought an ordinance was the right thing to do. As far as a penalty, if there is someone who does business with the City and they do not follow this maybe then they are unable to have a contract for so many years. Councilmember Orlando said if there is an individual who is discriminatory in the organization then they would be fired. Councilmember Orlando said they do not have to fine people as a penalty there could be other repercussions.

COUNCILMEMBER LOPEZ said it was a class one misdemeanor.

COUNCILMEMBER ORLANDO said that was if there were no penalties added then it would default to a class one misdemeanor.

COUNCILMEMBER LOPEZ said the ordinance would not have that.

COUNCILMEMBER ORLANDO said they would lose the contract.

VICE MAYOR STEWART asked who would decide that.

COUNCILMEMBER ORLANDO said the City would have an investigation.

VICE MAYOR STEWART asked if staff was qualified for that.

MAYOR HARTKE asked if they were interested in an ordinance or resolution.

VICE MAYOR STEWART said resolution.

COUNCILMEMBER ELLIS said resolution.

COUNCILMEMBER ROE said the City is diverse and inclusive and they are proud of that. Councilmember Roe said they spent a lot of time talking about this. They all want the City to move forward and succeed. Councilmember Roe was in support of a resolution.

COUNCILMEMBER ORLANDO said ordinance.

COUNCILMEMBER LOPEZ said resolution.

COUNCILMEMBER HARRIS said he would go with a resolution but would like an ordinance. Councilmember Harris said if they go with a resolution he would like Council to revisit an ordinance.

MAYOR HARTKE asked staff for language to be drafted for a resolution. Mayor Hartke said there are other initiatives as well regarding DEI.

COUNCILMEMBER HARRIS said even looking at a resolution there could be more conversations about an ordinance. Councilmember Harris said this sends a stronger message and wanted to keep the conversation moving forward.

MR. WRIGHT said staff has received direction on the format and now wanted direction on what would go into it.

COUNCILMEMBER ELLIS said she wanted the language to give it a strong base. Councilmember Ellis said this is not something that they would be punished for, but they could seek retribution for it.

MS. SCHWAB said that was correct. They could not have enforcement, but there could be strong statements.

COUNCILMEMBER ELLIS said that is the direction she would like to see. Councilmember Ellis said she wanted to make the first step with this and build on it moving forward.

COUNCILMEMBER ORLANDO said he would like to see a statement of unity and commitment, procurement, and prohibit discrimination on all of the elements.

COUNCILMEMBER HARRIS read a statement that he wanted to add.

MAYOR HARTKE said to let staff draft the resolution.

COUNCILMEMBER HARRIS said he would provide this to staff.

MR. WRIGHT said that would give staff a starting point and staff would bring the draft to Council.

THE MEETING RECESSED AT 3:45.

THE MEETING RECONVENED AT 3:51, ALL PRESENT.

5. AZCares and ARPA Funding Priorities

MR. WRIGHT introduced the discussion item. Mr. Wright said over the last year, the federal government has provided one-time dollars to the City for various purposes. Mr. Wright said staff is working on a framework for these dollars.

MR. WRIGHT presented the following handouts.

- Informational Memo

    - AZCares/American Rescue Plan Act (ARPA) Funding Recommendations for discussion at City Council Microretreat
- Chandler COVID Assistance received or Authorized as of April 15, 2021

COUNCILMEMBER ORLANDO said when he first heard about it they had said it had to be spent by the end of the year.

MR. WRIGHT said the end date for all funds to be spent is December 31, 2024 but they will receive additional instructions as money is received.

COUNCILMEMBER ORLANDO said some are the end of 2021 and some by the end of 2024.

MR. WRIGHT said staff would verify to ensure they are on track.

MR. WRIGHT continued the presentation.

- AZCARES/ARPA Funding Recommendations
    - Economic Vitality
        - Angel Investing Initiative
            - Department - Economic Development
            - Project Cost - $300,000
            - Identifying, educating, and activating potential angel investors within Chandler to support the capital raise of startup companies in the ecosystem
        - Tourism Recovery Program
            - Department - Economic Development
            - Project Cost - $200,000
            - Marketing and promotion tool to aid the recovery of our hospitality industry though a targeted marketing campaign directed at meeting and event planners
        - Strategic Economic Development Infrastructure
            - Department – Public Works
            - Project Cost - $4,111,946
            - Infrastructure tied to strategic Economic Development projects

MAYOR HARTKE asked if this was the full amount of dollars available to the City.

MR. WRIGHT said yes.

MAYOR HARTKE said there is no additional funding that would go to these projects. If Council wants to put more money towards an item it would have to be taken from another project.

VICE MAYOR STEWART asked if the Mayor wanted to discuss this by category.

MAYOR HARTKE said yes.

VICE MAYOR STEWART asked for more information on the economic vitality piece of the Angel Investing Program and if that would include a startup component or grant component.

MR. WRIGHT said he would provide more information at a later time. Staff worked quickly to put together estimates on what would best achieve Council's goals with the funds received.

VICE MAYOR STEWART clarified that the $4.6 million would be spent over 24 months.

MR. WRIGHT said yes, this money would be spent over potentially the next three years.

MAYOR HARTKE said all these items would come to Council as expenditures and would vote on them later so Council could make changes as needed.

COUNCILMEMBER ORLANDO asked about the AZCares dollars deadline to be spent.

MR. WRIGHT said he would check into it.

COUNCILMEMBER ORLANDO said if there was any remaining there could be more to spend.

MR. WRIGHT said the AZCares dollars came last year and are already in the current budget to be spent.

MAYOR HARTKE said some of the CDBG funds have more strict deadlines.

COUNCILMEMBER LOPEZ said he wanted to have more information about projects that are infrastructure regarding ongoing costs.

MR. WRIGHT said it depends on what it is and there may be public infrastructure needed for some new development projects announced. Mr. Wright said this is a broad category.

COUNCILMEMBER LOPEZ asked how the development projects impact water enterprise funds. If money was allocated into the enterprise, Councilmember Lopez asked if those dollars would come back to the General Fund.

MR. WRIGHT said yes if that was the case, but normally they are looking more at the transportation side.

COUNCILMEMBER HARRIS said he would like funding set aside for small business startups.

MAYOR HARTKE asked if Council was in agreement with the recommendations.

COUNCIL agreed.

COUNCILMEMBER ROE said it does not seem like much of the money is going out to the community.

MR. WRIGHT said there would be other pieces that would address that and these funds support programs that benefit the residents.

MR. WRIGHT continued the presentation.

- Innovation and Technology
  - One Time Professional Services Cost
    - Department - IT
    - Project Cost - $3,100,000
    - Professional services to augment technical and project management staff to complete project backlog
  - Fiber*
    - Department - IT
    - Project Cost - $4,000,000
    - Fiber network replacements and expansions
  - LED Street Light Upgrade*
    - Department – Public Works
    - Project Cost - $11,175,000
    - Accelerating current CIP project to be completed within three years
    - Ongoing Savings - $673,000
    - *Signifies General Fund impact in whole or part

COUNCILMEMBER LOPEZ said when it comes to infrastructure as it relates to technology it may be antiquated in a year.

MR. WRIGHT said all of the 5G network requires fiber so this network would still be necessary as the backbone that connects the wireless facilities to the grid.

VICE MAYOR STEWART said infrastructure is no longer just roads it is also IT and would benefit the community.

COUNCILMEMBER LOPEZ said this fiber structure is City owned so it would not apply to private businesses.

MR. WRIGHT said that was correct. Mr. Wright said they do have some partnerships to share conduits.

MR. WRIGHT continued the presentation.

MAYOR HARTKE asked what the LED savings included.

MR. WRIGHT said power savings and maintenance savings.

MAYOR HARTKE said those dollars could be committed to other items.

COUNCILMEMBER LOPEZ said they could also use one-time dollars for other things.

MR. WRIGHT said yes, they could bring other CIP projects forward sooner.

COUNCILMEMBER ORLANDO asked if this was weighed against putting in solar in other areas of the City. Councilmember Orlando said this was an 18-year payback period and asked what the tradeoff would be to put solar in parts of the community.

MR. WRIGHT said solar is something they continue to look at.

COUNCILMEMBER ORLANDO asked about putting solar at fire and police stations to obtain a faster return on the investment.

MR. WRIGHT said most of the City's solar agreements are power purchase agreements. The savings generated goes back to pay off the lease. Mr. Wright said they are continuing to explore and there are solar opportunities emerging.

COUNCILMEMBER LOPEZ talked about the variables when putting in solar.

COUNCILMEMBER ROE asked if a whole system is built, what the life of the system would be and how the replacement would be done in the future.

MR. WRIGHT said LED lights last longer than what was used. Mr. Wright said they would have a replacement plan so it would not be done all at once.

COUNCILMEMBER HARRIS said he would like to see how they light City Hall and make it easier to change the colors of the lights.

VICE MAYOR STEWART said he would like to see the cost.

MAYOR HARTKE asked if Council was in agreement with the recommendations.

COUNCIL agreed.

MR. WRIGHT continued the presentation.

- Mobility
  - TMC Video Management System Upgrade
    - Department – Transportation
    - Project Cost - $500,000
    - Allows staff to connect to more traffic cameras which will provide improved efficiency for staff, quicker response times
  - Traffic Signal CCTV Cameras*
    - Department – Transportation
    - Project Cost - $240,000
    - Purchase and installation of CCTV cameras for an additional 64 signalized intersections
  - Traffic Signal Detection Cameras*

- Department – Transportation
- Project Cost - $2,630,000
- Purchase and installation of vehicle and bicyclist detection cameras to complete Citywide upgrade

- TMC Video Wall Monitor and Work Station Upgrades
  - Department – Transportation
  - Project Cost - $50,000
  - Replace all nine video wall monitors and update workstations
- Replace Pedestrian LED Indications
  - Department – Transportation
  - Project Cost - $125,000
  - Replace pedestrian indications citywide
- Communication to Pedestrian Traffic Signals
  - Department – Transportation
  - Project Cost - $30,000
  - Wireless communication devices to allow the TMC to connect to the pedestrian/bicyclist signals along canal paths
- Tablets
  - Department – Transportation
  - Project Cost - $25,000
  - Purchase tablets and software to allow staff to access electronic plans in the field to make notes and corrections
- Protected Bike Lane Railing (per linear mile)
  - Department – Transportation
  - Project Cost - $250,000
  - Provides physical barrier for bike lanes
- First Mile/Last Mile Pilot Expansion
  - Department – Transportation
  - Project Cost - $150,000
  - Expand the service area of the First Mile pilot beyond South Chandler

VICE MAYOR STEWART asked who stored the data from the CCTV cameras.

MR. WRIGHT said recordings are not kept long, these cameras are for monitoring traffic for the lights and timing sequence.

VICE MAYOR STEWART asked how these are different from signal detection cameras.

MR. WRIGHT said there is a camera to make sure the intersection is moving efficiently and the other is for activation of the signal. Mr. Wright said there are also infrared cameras to detect pedestrians and bicyclists.

VICE MAYOR STEWART asked how the recording of residents as they travel around the City fit into the strategic framework.

MR. WRIGHT said this fits under mobility to move people around faster. Mr. Wright said he would provide more information on the storage of the data.

MR. WRIGHT continued the presentation.

MAYOR HARTKE asked if the Lyft program would be for seniors and those with disabilities.

MR. WRIGHT said yes, for active adults.

VICE MAYOR STEWART said he was not comfortable with CCTV cameras until he received more information. Vice Mayor Stewart said he wanted to look into the trail crossings for more notification signage.

COUNCILMEMBER HARRIS said he did not want to spend money because they had it and they should spend money when they need it.

MAYOR HARTKE said this is to allocate the AZCares dollars and would be voted on later.

COUNCILMEMBER ORLANDO said there are some deadlines for spending the dollars.

MR. WRIGHT continued the presentation.

- Neighborhoods
  - Homeless Services & Prevention
    - Department – Neighborhood Resources
    - Project Cost - $787,000
    - Weather relief, storage, diversion funding, hotel stays, regional emergency shelter, etc.
  - Veterans Services & Program Space
    - Department – Neighborhood Resources
    - Project Cost - $100,000
    - Services and program space
  - Transitional Housing
    - Department – Neighborhood Resources
    - Project Cost - $900,000
    - Save the Family, TBRA Apprenticeship program, etc.
  - Affordable Housing
    - Department – Neighborhood Resources
    - Project Cost - $200,000
    - Housing locator, landlord initiatives, move-in assistance, CARES Team, etc.
  - Neighborhood Response
    - Department – Neighborhood Resources
    - Project Cost - $113,000
    - Demolition funds and encampment clean-up
  - Nonprofit Assistance
    - Department – Neighborhood Resources

- Project Cost - $1,500,000
- Nonprofit assistance allocations

- Neighborhood Intervention Program
  - Department – Neighborhood Resources
  - Project Cost - $250,000
  - Multi-departmental pilot program to address socioeconomically challenged neighborhoods

COUNCILMEMBER ROE asked about the homeless navigators and asked if they could contract those services.

MR. WRIGHT said most of those services are already contracted out and getting residents to those social services. There are some permanent staff but since these are one-time dollars they would be used for temporary or contracted employees.

MAYOR HARTKE asked if Council was in agreement with the recommendations.

COUNCIL agreed.

MR. WRIGHT continued the presentation.

- Quality of Life
  - Snedigar Sportsplex Synthetic Field Conversion
    - Department – Community Services
    - Project Cost - $5,000,000
    - Ongoing Savings - $21,000
    - Four multipurpose fields converted to turf. Improved field conditions and may increase revenues due to higher rental dues for artificial fields
  - Dobson Park Irrigation Renovation
    - Department – Community Services
    - Project Cost - $750,000
    - Ongoing Savings - $3,000
    - Complete replacement of irrigation system. Will result in less staff time needed for repairs at Dobson Park
  - Mesquite Groves Leak Detection & Repair
    - Department – Community Services
    - Project Cost - $400,000
    - Detect & repair leak within pump room
  - Police Training, Equipment, & Facility Needs
    - Department – Police
    - Project Cost - $1,200,000
    - Replacement and upgrades for facility, equipment software, and trainings
  - Early Hire Police Positions
    - Department – Police
    - Project Cost - $3,800,000
    - Ongoing Costs - $1,372,000

- New police positions including ongoing costs. (Fund one-time for two years)

- Police Hiring Incentives
  - Department – Police
  - Project Cost - $750,000
  - Hiring incentives for police laterals, recruits, detention officers, and dispatchers (One-time funding for up to three years)
- Remote Police Testing
  - Department – Police
  - Project Cost - $30,000
  - Provide electronic testing for new police hires through the national testing network with the City paying testing fee (Funding for up to three years)
- National Recruitment Campaign
  - Department – HR
  - Project Cost - $500,000
  - Hire professional services to market Chandler
- Fire Training & Equipment
  - Department – Fire
  - Project Cost - $340,000
  - Ongoing Savings - $15,000
  - Replacement of Hazmat & Technical Rescue Team equipment. Purchase of firefighter gear extractors and dryers at all 11 Fire Stations and Public Safety Training Center
- Diversity Events & Marketing
  - Department – Neighborhood Resources
  - Project Cost - $50,000
  - Promote City's diversity, equity, and inclusion for events and programs

MAYOR HARTKE asked how long before artificial turf has to be replaced.

DEB STAPLETON, Assistant City Manager, said 10 to 15 years.

VICE MAYOR STEWART said the four fields that were built cost $6.5 million and this conversation should have happened when it was built. Vice Mayor Stewart said he has heard of knee issues when it comes to artificial turf. Vice Mayor Stewart said sports is a big component in the community but if they are going to spend the money he would rather add more fields.

COUNCILMEMBER ORLANDO asked for clarification on the field location.

MR. WRIGHT said on the west side.

COUNCILMEMBER ORLANDO said there are times when there is a lot of dust and waiting for seed to grow. Councilmember Orlando said he was willing to try and see how it goes but wanted input from the leagues.

COUNCILMEMBER ROE said it would be hot for people to play on and did not think it would last. Councilmember Roe said it was not desirable for recreation.

COUNCILMEMBER LOPEZ said it was an innovative idea with new turf that has come out but thought it required more research especially with the heat.

MAYOR HARTKE said Council wanted to wait on the field item.

MR. WRIGHT said this would be a placeholder for now.

COUNCILMEMBER ROE asked about Foley Park and there is a lot of money that needs to be spent there if they are going to keep using it.

MR. WRIGHT said with more fields there is more ongoing cost. Mr. Wright said this project would be a savings. There are additional fields in the CIP and some are being constructed soon as well as another phase at Tumbleweed. The fields in the CIP have included the forecasted ongoing dollars. Mr. Wright talked about some of the renovations scheduled.

MAYOR HARTKE said the placeholder is fine, but they need more information on the fields.

MR. WRIGHT said there are challenges with staffing right now and they need to change their strategy. There are difficult challenges in recruiting for all departments as there is a large demand for talent right now. Mr. Wright said they are looking for ways to be innovative in attracting candidates. Mr. Wright introduced the public safety items and diversity events.

COUNCILMEMBER ELLIS said she would like to discuss with staff further regarding diversity events and increasing the dollars allocated.

MAYOR HARTKE said these are one-time dollars.

COUNCILMEMBER HARRIS said they receive their regular budget and this is in addition.

SEAN DUGGAN, Police Chief, presented and talked about the police items in the Quality of Life area.

COUNCILMEMBER ROE asked if the courts had any similar issues.

MR. WRIGHT said there were no specific items identified by the courts, but they do have some decision packages that would be presented during the budget process.

CHIEF DUGGAN continued the presentation and talked about critical needs and staffing.

COUNCILMEMBER ELLIS asked if the over hires are already calculated in the budget.

CHIEF DUGGAN said 5 are in the police department budget and 10 are elsewhere in the City's budget.

MAYOR HARTKE asked what was covered under the numbers shared.

CHIEF DUGGAN said the recruiting initiatives are covered, funding for 15 over hires, and 10 officers.

COUNCILMEMBER LOPEZ asked there is funding for 5 already and then 10 are funded elsewhere. Councilmember Lopez said this would include 10 additional hires.

CHIEF DUGGAN said he is requesting permanent funding for 15 positions.

COUNCILMEMBER LOPEZ said this would then move into ongoing funding.

CHIEF DUGGAN said yes.

MAYOR HARTKE said there were details on the ongoing dollars.

COUNCILMEMBER LOPEZ asked if the new hires would help in patrol.

CHIEF DUGGAN said yes but it would also cause movement for other officers to staff detective positions. When patrol staffing is healthy it impacts the entire organization.

COUNCILMEMBER ORLANDO said there are 10 net new positions and asked about a mental health team.

CHIEF DUGGAN said it would be addressed later unless funding is found.

MAYOR HARTKE asked if there was a budget piece outside of this funding.

MR. WRIGHT said there is a decision package for a mental health coordinator which would be an internal officer position.

COUNCILMEMBER ORLANDO asked if they would receive a plan for staffing issues on Friday.

MR. WRIGHT said this is what could be afforded today unless there is Council direction to pull resources from another area or increase revenue. Mr. Wright said they have been creative to do this without increasing taxes and squeeze ongoing dollars. Mr. Wright said 15 positions may have been on the books, but they have not been able to touch them. Using this recruitment piece is important to get people to come to Chandler and fill the vacancies and increase patrol.

COUNCILMEMBER ORLANDO said these are real bodies not just a staffing model. Councilmember Orlando said the Council was clear on having staff present a plan on what was needed for the Police Department.

MR. WRIGHT said this is a multiyear rollout and is a multiyear plan.

MAYOR HARTKE said this conversation is about AZCares dollars.

COUNCILMEMBER ORLANDO said he did not want to put anyone on the spot but regardless of how it is funded he wanted to see a plan. Councilmember Orlando said he wanted to know what the needs are and how they are funded would be a different conversation. Councilmember Orlando said he wanted to see the plan on Friday.

MR. WRIGHT said ongoing revenue would still need to be identified.

COUNCILMEMBER ELLIS asked if staff receives approval to have the 25 positions, what impact would that have on the department.

CHIEF DUGGAN said it would put them in a much better place and alleviate some the pressures the officers have on the street.

COUNCILMEMBER ELLIS said this would give them time to identify ongoing dollars to address the other needs.

CHIEF DUGGAN said they need to help patrol, and this would have a significant impact.

COUNCILMEMBER ROE said they would continue to lose staff and it will be hard to maintain the numbers. Councilmember Roe said they should have more staff to address the situation long term. Councilmember Roe said they need to talk about creative ideas to promote organization and offer meaningful incentives for people to come to the City.

CHIEF DUGGAN said he is aligned with that goal to be competitive and attract the best.

COUNCILMEMBER ROE suggested offering three 12 hour shifts and be innovative.

CHIEF DUGGAN talked about working long shifts and the impacts of their work. Chief Duggan said they have thought through many innovative ways and initiatives to bring people to Chandler.

VICE MAYOR STEWART said he supported the plan and thanked the department for all they do.

COUNCILMEMBER HARRIS said they need to look at the budget from a City perspective because he was still concerned about staffing. Councilmember Harris said this is still low based on what the needs are. Councilmember Harris said to have Mr. Wright present to Council what the needs so Council could better do their job.

MAYOR HARTKE said this is AZCares dollars and they have identified a revenue stream for ongoing costs. Mayor Hartke said this budget would show more information on Friday and they need to find ongoing dollars in order to do these things.

COUNCILMEMBER HARRIS asked if this was their only choice or if this was a portion of a bigger picture.

MAYOR HARTKE said this is their choice for these dollars.

COUNCILMEMBER HARRIS said his understanding is that they can get 25 employees but when they have the presentation on Friday there is nothing else that could be done to get additional officers.

CHIEF DUGGAN said he would be asking for two additional positions on Friday which would be a mental health coordinator and school resource officer as well as additional equipment.

MAYOR HARTKE said this would be 27 positions in one year.

MR. WRIGHT said this is coming out of grant dollars so the FTE count may not reflect until they move over to ongoing funds.

COUNCILMEMBER LOPEZ said it is great to hear there have been some changes to be more competitive. Councilmember Lopez said some of these funds are not available yet and there may be other funds to get this going faster because recruitment takes so long.

MR. WRIGHT said recruiting is an important piece to set the City apart and there are strong recommendations. Mr. Wright said there are potential challenges in the future in terms of revenue. The State is talking about an income tax cut which would take $6 to $10 million out of the General Fund every year. Mr. Wright said the Intel announcement would likely put revenue into the City to offset but it may not be operational until 2024-2025 and plans may change as well. Mr. Wright said he did not want to overpromise revenue that has not yet been realized by the City.

COUNCILMEMBER ORLANDO thanked Chief Duggan for his presentation and safety is their primary goal. Councilmember Orlando said his primary role is to defend the City and make it safe, so the Council relies on the Chief to tell them what is needed. Councilmember Orlando said he agreed with Mr. Wright, but they need to know where they are going and the strategy to get there. Councilmember Orlando said they may not be able to do something tomorrow, but they need to have a goal and find a way to get there. They need to let residents know there are conversations happening to address this.

VICE MAYOR STEWART said he agreed with Councilmember Orlando and they need a goal to work towards.

COUNCILMEMBER ELLIS said if they do this then Chief Duggan can come back again and tell Council what else is needed. Councilmember Ellis said she wanted a plan that would work and is feasible. If it is not feasible then they are just wasting their time and they need to put their energy where it counts. Councilmember Ellis said there is fear mongering happening and people are being told there are not enough officers to keep them safe. Councilmember Ellis said she is concerned and needed a number of what could be done to address this. Councilmember Ellis said she appreciated staff's honesty and that the next phase of the conversation would be coming.

CHIEF DUGGAN said it is important to know the City is safe, but the employees are tired. They need to ensure that the trajectory of being safe continues and this is an investment today to stay one of the safest cities. The department is working hard and there are new stressors that did not exist years ago.

MAYOR HARTKE asked if Council was in agreement with the recommendations.

COUNCIL agreed.

COUNCILMEMBER HARRIS said there could be a greater need and asked Chief Duggan to present to Council what the number is. Councilmember Harris said they need to know the number for tomorrow beyond what could go in the budget today. Councilmember Harris talked about the $5 million for Snedigar Sportsplex and $3.8 million for early hire police positions and how it could be reevaluated. Councilmember Harris said he wanted to set the City up to be safe and work with the Council to get it done together.

MAYOR HARTKE said if they were to look five years out what would be needed. Mayor Hartke said they would not be added this year but to present a longer plan.

- Funding Summary

6. Use of Staff Time

MAYOR HARTKE said this would be continued to another meeting.

7. Wrap Up

VICE MAYOR STEWART thanked staff for their work.

COUNCILMEMBER ELLIS thanked staff for the presentation.

COUNCILMEMBER ROE said he wanted sworn police officers to be added and address the staffing issues. Councilmember Roe said he wanted to hear something exciting and he did not hear that today. Councilmember Roe said he agreed with Councilmember Harris about the grass item.

COUNCILMEMBER ORLANDO said he also agreed and thanked staff for the presentation. Councilmember Orlando said this could accelerate projects and make the community better.

COUNCILMEMBER LOPEZ thanked staff for their work and for the Council's discussion.

COUNCILMEMBER HARRIS thanked Council for the conversation, and said they all care about the City. Councilmember Harris thanked staff for their work and this was a good start.

MR. WRIGHT thanked Council for their direction and thanked staff for their work on this plan. Mr. Wright said he heard the Council's concerns regarding policing and would bring more information back to Council.

MAYOR HARTKE thanked staff for their work and Council for their discussion and looked forward to the all-day budget briefing.

ADJOURNMENT: The Work Session was adjourned at approximately 5:41 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: May 13, 2021

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of Chandler, Arizona, held on the 21st day of April, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this ___ day of May, 2021.

_____
City Clerk

unofficial

CITY OF CHANDLER COUNCIL MEETING MINUTES

Special Meeting

Thursday, April 22, 2021

MINUTES OF THE SPECIAL MEETING OF THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, held on Thursday, April 22, 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 5:00 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

Staff present: Joshua Wright, Acting City Manager; Debra Stapleton, Assistant City Manager; Kelly Schwab, City Attorney, Dana DeLong, City Clerk, Kim Moyers, Cultural Development Director; Thomas Allen, Assistant City Attorney

1. Legal Advice--A.R.S. §§38-431.03(A)(3) - Discussion or consultation with the City Attorney for legal advice relating to a Development Agreement with DT Chandler, LLC for the development of real property commonly referred to as "Site 2 Northern Portion" located along Chandler Boulevard just west of the southwest corner of Arizona Avenue and Chandler Boulevard and a Development Agreement with LGE Development Group, LLC for the development of real property commonly referred to as "Site 7" located on the northeast corner of Buffalo Street and Arizona Avenue.

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

MOTION CARRIED UNANIMOUSLY. (7-0)

ADJOURNMENT: The Special Meeting was adjourned at approximately 5:01 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: May 13, 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 22nd day of April, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2021.

_____
City Clerk

unofficial

CITY OF CHANDLER COUNCIL MEETING MINUTES
Regular Meeting
Thursday, April 22, 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, April 22, 2021.

THE MEETING WAS CALLED TO ORDER BY MAYOR KEVIN HARTKE AT 6:01 P.M.

The following members answered roll call:

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

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

INVOCATION: The invocation was given by Pastor Christine Stoxen, Holy Trinity Lutheran Church.

PLEDGE OF ALLEGIANCE: Vice Mayor Stewart led the Pledge of Allegiance.

CONSENT AGENDA – DISCUSSION

MAYOR HARTKE invited speakers to address Consent Agenda Item No. 3.

3. Resolution No. 5467 approving the Airport Master Plan Update for the Chandler Municipal Airport

STEVEN SMITH, 1675 E. Ryan Rd, Chandler, represented the Chandler Airport Commission and Quantum Helicopters. Mr. Smith said Coffman Associates and City staff have worked diligently on the Airport Master Plan and have gone beyond what is required to ensure different groups have had the opportunity to review and provide input. Mr. Smith said this included businesses on and around the airport, stakeholders at the airport, Chandler Chamber of Commerce, various neighborhood associations, City Planners from Chandler and Gilbert, the FAA, and airport tenants. Many of their suggestions have been incorporated in this Plan. Mr. Smith said he has been involved in the process and believes this is a good solid plan that would drive the airport positively forward to the future. Mr. Smith said a year a go there were some changes at the airport such as City management getting involved in the airport including Acting City Manager Joshua Wright and Acting Airport

Manager Steven Turner and Business Coordinator Ryan Reeves who have been heavily involved in the operation of the airport. There have been many positive improvements at the airport over the past year and there is more positivity and optimism than there has been in the past 22 years. Mr. Smith said asked Council to support this Plan and contribute to economic development in the City.

CONSENT AGENDA – MOTION AND VOTE

COUNCILMEMBER ORLANDO MOVED TO APPROVE THE CONSENT AGENDA OF THE APRIL 22, 2021, CITY COUNCIL MEETING; SECONDED BY COUNCILMEMBER ELLIS.

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

CONSENT AGENDA ITEMS

1. Construction Contract No. AI2002.401 with Sunland Asphalt & Construction, LLC, for Taxiway C Rehabilitation
   Move City Council award Contract No. AI2002.401 to Sunland Asphalt & Construction, LLC, for Taxiway C Rehabilitation, in an amount not to exceed $799,799.

   BACKGROUND FROM COUNCIL MEMO:
   On December 12, 2019, City Council authorized a grant agreement with the Arizona Department of Transportation (ADOT) for the rehabilitation of Taxiway C at the Chandler Municipal Airport. Taxiway C is the southernmost taxiway and is parallel to the south runway. It is experiencing shrinkage, block cracking and oxidation throughout the pavement. This cracking indicates the pavement has exceeded its useful life and, in 2017, the pavement was rated by ADOT with a Pavement Condition Index (PCI) rating of 52. The last pavement rehabilitation was a mill and overlay completed in June 1992. The project area is approximately 5,100 feet by 60 feet and includes the entire length between taxiways H and Q and portions of connector taxiways H, L, N, P and Q.

   The project scope of work consists of a 3-inch asphalt concrete mill and overlay with geotextile fabric for the entire length of Taxiway C between connector Taxiways H and Q. The project also provides a seal coat application for the existing taxiway shoulders and portions of connector Taxiways H, L, N, P and Q, along with new taxiway pavement markings that meet FAA standards. The contract completion time is 37 calendar days following Notice to Proceed.

2. Project Agreement No. AI2101.401 with SDB, Inc., Pursuant to Job Order Contract No. JOC1912.401, for Airport Plumbing Renovation
   Move City Council Award Project Agreement No. AI2101.401 to SDB, Inc., Pursant to Job Order Contract No. JOC1912.401, for Airport Plumbing Renovation, in an amount not to exceed $105,446.49.

   BACKGROUND FROM COUNCIL MEMO:
   The Airport Terminal Building is located at 2380 South Stinson Way on the north side of the Chandler Municipal Airport. The existing sewer lines serving the facility have settled to a flat grade and, in certain sections, are partially collapsed and cause frequent backups. The condition of this aging infrastructure causes frequent plumbing service call-outs for line purging. The project scope of work consists of design and installation of a new 8" PVC sewer main from the Airport Terminal Building to an existing sewer main nearby, as well as installation of a touchless water fountain, tile and drywall restoration, asphalt patch and repair, and camera of the existing plumbing system to determine the condition. The contract completion time is 120 calendar days following Notice to Proceed.

3. Resolution No. 5467 approving the Airport Master Plan Update for the Chandler Municipal Airport
Move City Council pass and adopt Resolution No. 5467 approving the Airport Master Plan Update for the Chandler Municipal Airport.

BACKGROUND FROM COUNCIL MEMO:
As a general aviation airport that is designated by the Federal Aviation Administration (FAA) as a regional reliever airport, the Chandler Municipal Airport serves an important role in the national air system and the regional economy. The Airport regularly receives federal and state capital grants for infrastructure projects to ensure a safe and viable transportation facility. The FAA recommends that airport master plans be revisited every seven to ten years to ensure those plans remain current. The last master planning effort was completed in 2007 with the FAA accepting the plan in 2010. This master plan effort was funded through matching grants from the FAA and the Arizona Department of Transportation totaling $573,180, or 95.53% of project costs. The remaining $26,820 of local funding represents 4.47% of project costs.

The process began in the fall of 2019 and was periodically reviewed by a Council-appointed Planning Advisory Committee of 23 individuals representing Chandler residents and businesses, the Airport Commission, airport businesses, aviation industry representatives, the Town of Gilbert, the FAA, the Arizona Department of Transportation (ADOT) and City staff. Four public meetings were held to gather input and present findings, including one in-person open house prior to the pandemic. The remaining public meetings were held virtually and over 200 individual comments were received. Each public meeting was promoted via social media, the City's water bills, and the monthly newsletter. Additionally, all documents were posted to the chandler.airportstudy.com website for public review and input.

The Airport Master Plan Update makes recommendations for airfield and landside improvements. The key feature for airfield improvements is a potential extension of the south runway (Runway 4R/22L) by 680 feet from the current 4,870 feet to 5,550 feet. This improvement would allow the same size and type of aircraft currently using the Airport in cooler months to use the Airport year-round. The key feature for the landside improvements are designated areas for aeronautical and non-aeronautical development. Aeronautical categories include land for additional hangar development, fixed-base operators, and specialized aeronautical service operators. Non-aeronautical areas will permit the Airport to develop revenue, employment, and additional capital investment opportunities to support airport operating and infrastructure costs.

The plan includes an update to the Airport Layout Plan (ALP), which will be submitted to the FAA for final approval. A project must be depicted on an approved ALP to be eligible for federal grant funding approval, but is not a guarantee of funding. On March 18, 2021, the Airport Commission voted unanimously to recommend City Council approval of the Airport Master Plan Update.

Financial Implications:
The Master Plan Update findings include a Capital Improvement Program of approximately $100 million in public and private investment for development over the next 20 years. Approximately 44% of these costs are planned for grant funding participation from the Federal Aviation Administration and ADOT. Approximately 8 percent of these costs are anticipated to be provided through local matching funds. The remaining 48% is anticipated to be private investment in new aviation facilities.

4. March 4 and 5, 2021, and April 5 and 8, 2021, City Council Minutes

Move to approve the Council meeting minutes of the Special Meeting - Retreat of March 4 and 5, 2021, Study Session of April 5, 2021, and the Work Session, and Regular Meeting of April 8, 2021.

5 Board and Commission Appointments
Move City Council approve the Board and Commission appointments as recommended

BACKGROUND FROM COUNCIL MEMO:
Economic Development Advisory Board
Appoint Brent Menzel

Parks and Recreation Board
Appoint Shawn Hsu

6. Resolution No. 5468 Tribal Gaming Revenue Grant Application
Move City Council pass and adopt Resolution No. 5468 authorizing the submittal of a $106,275 Tribal Gaming Grant Application from the Chandler Fire Department to the Fort McDowell Yavapai Nation to replace a low acuity program vehicle.

BACKGROUND FROM COUNCIL MEMO:
In 2002, a coalition of Arizona Indian tribes successfully obtained passage of Proposition 202, whereby the State was authorized to enter into gaming compacts with individual tribes. The compacts allowed for expanded tribal use of games and gaming devices as well as pari-mutuel wagering. In exchange, tribes agreed to share a portion of gaming revenues with the State and its counties, cities and towns. The law provides that 12 percent of tribal contributions pursuant to the compacts shall be contributed by Indian tribes to cities, towns and counties for government services that benefit the general public, including public safety, mitigation of gaming impacts and promotion of commerce and economic development. The Indian tribes have some discretion over how these contributions will be made and each tribe has different application procedures that need to be observed to obtain funding. Additionally, it has become a common practice for cities to submit applications for such contributions on behalf of 501 (c)(3) nonprofit organizations that are deemed to be providing government services that benefit the general public.

The City of Chandler for many years has submitted grant applications for City departments and numerous nonprofit organizations based on the interests of the City and its residents. The grant applicant must be part of the municipal government or a 501 (c)(3) nonprofit organization with some nexus with the City and its residents. The Fort McDowell Yavapai Nation requires a resolution of the City Council as part of its grant application process. The City of Chandler serves a population of nearly 270,000 residents and businesses that employ nearly 115,000 people. Chandler Fire Department is seeking support from the Fort McDowell Yavapai Nation to fund the replacement of a low acuity program vehicle that will soon be reaching the end of its anticipated lifespan. These specialized two-person units respond to smaller-scale incidents, reserving the larger four-person fire apparatus for critical emergency medical, rescue and fire incidents. Use of the low acuity units has enabled Chandler Fire to dramatically reduce response times.

7. Resolution No. 5469 Authorizing the Submittal of a $10,000 Tribal Gaming Revenue Sharing Grant Application
Move City Council pass and adopt Resolution No. 5469 authorizing the submittal of a $10,000 Tribal Gaming Grant Application from the Chandler Police Department to the Fort McDowell Yavapai Nation

for the purchase of residential security equipment to be distributed to crime victims by the Victim Services Unit as a preventative measure against future crime or violence.

BACKGROUND FROM COUNCIL MEMO:
In 2002, a coalition of Arizona Indian tribes successfully obtained passage of Proposition 202, whereby the State was authorized to enter into gaming compacts with individual tribes. The compacts allowed for expanded tribal use of games and gaming devices as well as pari-mutuel wagering. In exchange, tribes agreed to share a portion of gaming revenues with the State and its counties, cities and towns. The law provides that 12 percent of tribal contributions pursuant to the compacts shall be contributed by Indian tribes to cities, towns and counties for government services that benefit the general public, including public safety, mitigation of gaming impacts and promotion of commerce and economic development. The Indian tribes have some discretion over how these contributions will be made and each tribe has different application procedures that need to be observed to obtain funding. Additionally, it has become a common practice for cities to submit applications for such contributions on behalf of 501(c)(3) nonprofit organizations that are deemed to be providing government services that benefit the general public.

The City of Chandler for many years has submitted grant applications for City departments and numerous nonprofit organizations based on the interests of the City and its residents. Grant applicants must be part of the municipal government or a 501(c)(3) nonprofit organization with some nexus with the City and its residents. The Fort McDowell Yavapai Nation requires a resolution of the City Council authorizing the request as part of its grant application process. The City of Chandler serves a population of nearly 270,000 residents and businesses that employ nearly 115,000 people. Chandler Police Department is seeking support from the Fort McDowell Yavapai Nation to purchase residential security equipment to be distributed to victims of domestic violence, sexual assault, burglary and other crimes as a preventative measure against future crime or violence. The types of security devices that may be purchased under this grant include video doorbell and monitoring systems, home security devices, and enhanced locking mechanisms.

8. Construction Manager at Risk Contract No. PR2004.401 with Hunter Contracting Co. for the Veterans Memorial Phase II
Move City Council award Construction Manager at Risk Contract No. PR2004.401 to Hunter Contracting Co., for the Veterans Memorial Phase II, in an amount not to exceed $3,513,861.76.

BACKGROUND FROM COUNCIL MEMO:
Veterans Oasis Park is located on the northeast corner of Chandler Heights and Lindsay roads. It is a 113-acre community park featuring an Environmental Education Center, a lake, an extensive network of trails, and a Police substation as well as numerous recharge basins. When this unique park was designed and constructed, a section of the park immediately adjacent to the northeast corner of the Lindsay Road and Chandler Heights Road intersection was designated as the future location of a Veterans Memorial. Shortly after completion of the park in 2008, City staff met with several local veterans groups and developed a conceptual plan for the Memorial. The goal of the Memorial is to provide a space for remembrance and reflection. The Memorial integrates the ideas of the veterans into the design, which represents six core values significant to the veterans and their families: freedom, reflection, recognition, sacrifice, family, and memories.

In 2016, the first phase of the Memorial was completed. Phase I included an elevated plaza replicating the Arizona State flag, parking, and landscaping. Phase II of the Memorial is designed to match the

exact ratio of the American flag. At its core is a grid of columns of various heights which define the flag's stars and stripes, while the rolling landform emulates the ripples of it blowing in the wind. The columns are meant to signify soldiers marching in unison. Within the rising and falling landscape, the columns slowly disappear and reappear, representing soldiers going off to war and then returning. Twenty-one of the columns are completely submerged within the earth as a tribute, symbolizing a twenty-one gun salute for those who did not return from battle. In addition, the Memorial will include the integration of the F-86 plane that is currently on static display at the southeast corner of Chandler Boulevard and Delaware Street.

The project scope of work consists of construction of lighted monument plinths and cubes, theme walls, perimeter and seat walls, grading and retaining walls, relocation and mounting of F-86 plane, lighted pathways, landscaping and irrigation, and stormwater drainage system. The contract completion time is 220 calendar days following Notice to Proceed; the project is intended to be dedicated on Veterans Day 2021.

9. Professional Services Agreement No. PR2004.451 with Dibble CM, LLC (DE LLC), for Veterans Memorial Phase II
Move City Council award Professional Services Agreement No. PR2004.451, to Dibble CM, LLC (DE LLC), for Veterans Memorial Phase II, in an amount not to exceed $122,400.00.

BACKGROUND FROM COUNCIL MEMO:
When Veterans Oasis Park was designed and constructed, a section of the park immediately adjacent to the northeast corner of the Lindsay Road and Chandler Heights Road intersection was designated as the future location of a Veterans Memorial. Shortly after completion of the park in 2008, City staff met with several local veterans groups and developed a conceptual plan for the memorial. The goal of the memorial is to provide a space for remembrance and reflection. The memorial integrates the veterans groups' ideas into the design, which represents six core values significant to the veterans and their families: freedom, reflection, recognition, sacrifice, family, and memories. In 2016, the first phase of the memorial was completed. Phase I included an elevated plaza replicating the Arizona State flag, parking, and landscaping. Phase II of the memorial is designed to match the exact ratio of the American flag. At its core is a grid of columns of various heights which define the flag's stars and stripes, while the rolling landform emulates the ripples of it blowing in the wind. The columns are meant to signify soldiers marching in unison. Within the rising and falling landscape, the columns slowly disappear and reappear, representing soldiers going off to war and then returning. Twenty-one of the columns are completely submerged within the earth as a tribute, symbolizing a twenty-one gun salute for those who did not return from battle.

In addition, the memorial site will include the integration of the F-86 plane that is currently on static display at the southeast corner of Chandler Boulevard and Delaware Street. 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. Services also include public outreach. The contract completion time is 200 calendar days following Notice to Proceed; the project is planned to be dedicated on Veterans Day 2021. A related construction manager at risk (CMAR) contract with Hunter Contracting Co. also appears on this City Council agenda.

10. Final Adoption of Ordinance No. 4967, PLH20-0052 Serene Estates Rezoning

Move City Council adopt Ordinance No. 4967, approving PLH20-0052 Serene Estates, Rezoning from C-1to PAD for single-family residential located northwest of the northwest corner of Galveston and Hartford streets, subject to the conditions as recommended by Planning and Zoning Commission.

BACKGROUND FROM COUNCIL MEMO:
At the April 5th City Council Study Session, three additional Preliminary Development Plan stipulations were added to further buffer and enhance the development. Approximately 2.3 net acres and undeveloped. Site zoned C-1, allowing for commercial uses to support the immediate neighborhood. Subject site wraps an existing commercial corner with a laundromat, convenience store, and restaurant. A Use Permit to allow a U-Haul facility on a portion of the subject site was denied in 2012. General Plan designates the site as Neighborhoods and is considered infill. Project consist of 15 lots totaling 6.4 du/ac

Surrounding Land Use Data:

North	Alley then single-family	South	Galveston Street then single-family and two-story apartments
East	Hartford Street then two-story apartments	West	Alley then single-family

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change

Proposed Development

	Single-family subdivision
# of Lots	15 single-family lots
Density	6.4 dwelling units per acre
Building Setbacks (min.)	Front – 8.6 ft. to livable, 20 ft. to garage from back of sidewalk Sides – 5 ft. & 5 ft. Rear - 10 ft., designated lots in exhibit allow for single-story, attached patios to encroach 5 ft. into 10 ft. setback
Lot Size	Lots range from 3,612 sq. ft. to 6,748 sq. ft.
Lot Coverage (max.)	65 percent
Building Height (max.)	All homes two-story; 28 ft. to midpoint of peak
Architecture Theme	Contemporary and Farmhouse
Number of Elevations	6
House Size	1,795 sq. ft. to 2,292 sq. ft.
Number of Floor Plans	3
Parking Spaces	Each lot provides a two-vehicle garage with driveways On-street parking provided on both sides of street; subdivision is not gated

This ordinance was introduced and tentatively adopted on April 8, 2021.

Review and Recommendation
Planning staff finds the proposal consistent with the General Plan. Due to the infill nature of the site, the lots are smaller than adjacent single-family homes to the west and north. However, a twenty foot alley

separates the existing homes and the proposed development. The proposed two-story product is an appropriate transition from the neighborhood commercial to the single-family lots. The proposed single-family subdivision will provide a public local street through the development, which allows for parking on both sides of the street for guest and residents. An amenity is not proposed due to size constraints of providing a public street but a public park (Navarrete Park) and two schools are within walking distance of the proposed development. 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. In order to provide private covered patios for each lot, it is requested eight lots encroach five (5) feet into the rear yard setback to provide an adequate patio cover. Some of these lots have the availability of space to build the private patio in the side yard with the appropriate floor plan. As recommended by Planning staff, all lots are required to provide a covered patio in either the rear or side yard at the time of construction. 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. To comply with CDC social distancing guidelines, the applicant hosted a digital neighborhood meeting on February 10, 2021. Ten (10) households attended the virtual meeting; only two residents asked questions about the proposal. One resident asked about the proposed walls along the alley, construction timelines and cost of homes. The other resident had concerns with two-story adjacent to single-story regarding privacy issues and concerns with having a Homeowner's Association (HOA) for the new subdivision as they thought it meant excluding the proposed subdivision from the City's rules.

Planning staff has received one phone call after the neighborhood meeting from a concerned resident who attended the meeting and asked questions. Staff discussed their concerns regarding the following issues: the proposed architecture of the homes is "too modern" for the surrounding neighborhood; two-story homes adjacent to single-story; and the resident thought the property should develop as a community center or library for the neighborhood children. The resident is opposed to the request and has surveyed adjacent homeowners; four letters are attached. Additionally, a video was made by the resident and emailed to Mayor and Council.
Planning staff has received a letter of support from a resident who attended the neighborhood meeting; their statement of support is attached.

The applicant subsequently agreed to additional stipulations to address neighbors' concerns in the Preliminary Development Plan approved by City Council on April 8, 2021, and are the following: Perimeter wall height along north and west property lines shall be increased to eight (8) feet. The developer shall install hedges within rear yards for lots along the north and west property lines. The developer shall work with staff to enhance private driveway surfaces to utilize formed stamped concrete that emulates concrete pavers.

Planning and Zoning Commission Vote Report
Planning and Zoning Commission meeting March 17, 2021
Motion to Approve
In Favor: 5 Opposed: 0 Absent: 2 (Rose, Pekau)

Recommended Conditions of Approval

Rezoning Planning and Zoning Commission recommends the City Council approve of rezoning from C-1 to PAD for single family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Serene Estates" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0052, 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. 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. 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.
4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
5. Minimum setbacks shall be as provided below and further detailed in the development booklet:

Front yard setbacks	8.6 ft. to livable; 20 ft. to garage from back of sidewalk
Side yard setbacks	5 ft. and 5 ft.
Rear yard setback	10 ft., with those designated lots depicted in "Exhibit B" allowing for a single-story, attached patio to encroach 5 ft. into 10 ft. setback

11. Resolution No. 5465 authorizing an Intergovernmental Agreement with the Gila River Indian Community for the provision of mutual aid services

Move City Council pass and adopt Resolution No. 5465, authorizing the City of Chandler to enter into an Intergovernmental Agreement with the Gila River Indian Community for the provision of mutual aid services, and authorizing the Fire Chief or designee to execute the agreement.

BACKGROUND FROM COUNCIL MEMO:
In 1996, the City of Chandler entered into a Mutual Aid Agreement with the Gila River Indian Community, formalizing mutual aid operating procedures between the two entities. Mutual aid differs from automatic aid, in which the closest Fire Department unit responds to emergencies regardless of municipal boundaries. Mutual aid is not an automatic response, but rather a request for assistance from a neighboring department with an active incident. The mutual aid agreement formalizes the operating procedures and limitations to the assistance that will be provided. With the previous agreement being in excess of 20 years old, this agreement provides updated language and details on when to approve or disapprove mutual aid services and the process of seeking and giving approval. The term of this agreement commences on the effective date of the contract and continues for five (5) years, or until terminated by a formal act of the parties.

12. Professional Services Agreement No. FI2001.201 with HDA Architects, LLC, for Chandler Fire Station No. 282 Reconstruction

Move City Council award Professional Services Agreement No. FI2001.201, to HDA Architects, LLC, for Chandler Fire Station No. 282 Reconstruction, in an amount not to exceed $559,279.00.

BACKGROUND FROM COUNCIL MEMO:

Fire Station 282 is located near the intersection of Alma School and Warner roads. This station responds within the busiest area of the City, with approximately 4,500 calls for service annually. The facility was originally constructed in 1986 and has had multiple renovations and repairs to maintain functionality over the years. This project provides for phased removal of existing building and installation of a new larger building for apparatus bays, dorm rooms and bathrooms on the existing parcel. The fire station will remain operational during construction. Once rebuilt, Fire Station 282 will have the space necessary to house two engines, one ambulance, and one low-acuity unit.

The project scope of work consists of architectural design services, site civil engineering, survey, geotechnical, drainage, plans, specifications, and permitting. The contract completion time is 300 calendar days following Notice to Proceed. Consistent with the City Council's goal of Quality of Life, the rebuild of Fire Station 282 will allow for greater, more comprehensive coverage of the district, ensuring that residents receive rapid, life-saving interventions when they need it most.

13. Purchase of Webex Annual Subscription from NTT America, Inc.
Move City Council approve the purchase of Webex annual subscription from NTT America, Inc., utilizing 1GPA Contract No. 16-11PV-05, in the amount of $212,415, for a three-year period beginning May 1, 2021, through April 30, 2024, payable on an annual basis, and authorize the City Manager or designee to sign a linking agreement with NTT America, Inc.

BACKGROUND FROM COUNCIL MEMO:
Since February 2020, City of Chandler Webex conferencing and colloaboration usage has increased more than 89%. The spike in Webex usage is in direct correlation to the impacts stemming from the COVID-19 pandemic where many City staff members required conferencing and collaboration services in order to continue providing City services while staying safe. This purchase will provide annual Webex conferencing and collaboration services for the City of Chandler. This agreement also allows for access to Webex technical support to escalate issues and obtain resolution to technical problems. The linking agreement will incorporate the terms and conditions of the cooperative agreement.

14. Resolution No. 5466, Pension Funding Policy Update
Move City Council pass and adopt Resolution No. 5466, adopting the updated Pension Funding Policy and accepting the City's share of assets and liabilities under the Public Safety Personnel Retirement System Actuarial Valuation Report.

The City of Chandler has nine financial policies that exemplify high standards set for stewardship over Chandler's financial resources. They are also a guide for sound fiscal planning and budgeting, while maintaining fiscal integrity. The following financial policies currently exist: Operating Management, Capital Management, Reserves, Debt Management, Long-Range Financial Planning, Grants Management, Investment, Accounting, Auditing and Financial Reporting, and Pension Funding. Each year the financial policies are reviewed and recommended updates are brought forward by resolution for approval by Mayor and Council to be adopted as part of the annual budget. This update includes the Pension Funding Policy.

The City of Chandler's Pension Funding Policy was adopted by Resolution No. 5375 in May 2020 to meet the requirements of House Bill 2097 which passed in 2018 (Laws 2018, Chapter 112; Arizona Revised Statutes § 38-863.01). It requires the governing bodies of all Public Safety Personnel Retirement System (PSPRS) employers to annually adopt a pension funding policy and formally accept their share of the assets and liabilities based on the PSPRS Actuarial Valuation Report. The policy

addresses Council's position on funding the PSPRS and Arizona State Retirement System (ASRS) Annual Required Contribution (ARC) or employer contributions each year. Although the statutory requirements of Laws 2018, Chapter 112 are to address a pension funding policy for PSPRS, Chandler's Pension Funding Policy addresses both PSPRS and the ASRS. The Pension Funding Policy clearly communicates the Council's pension funding objectives and its commitment to City employees and the sound financial management of the City.

The updates to the City Financial Policies continue to institutionalize strong financial management practices, clarify the strategic intent for financial management, define boundaries, manage risks to financial condition, support good bond ratings to minimize borrowing costs, and comply with established public management best practices.

Financial Implications:
The City of Chandler's Pension Funding Policy details the assets, liabilities and current funding ratio of 64.9% combined for both Chandler Police and Fire PSPRS trust funds from the June 30, 2020, Actuarial Valuation Reports (up from 59.9%). The updated policy takes into account potential actuarial assumption changes by the PSPRS Board, as well as rate and ARC information calculated through utilizing the modeler provided by the PSPRS actuarial partner. The plan continues to focus on maintaining additional one-time payments which will allow us to meet the amortization timeline set forth by the PSPRS June 30, 2020, actuarial valuation of 100% funded by June 30, 2036, while minimizing future ongoing increases to the ARC or employer contributions.

The City will continue to commit additional payments above the annual employer contribution to save ongoing costs in future years. These projected additional payments may be adjusted annually based on the updated Unfunded Actuarial Accrued Liability (UAAL) in the annual Actuarial Valuation Report, the economic environment, as well as available General Fund one-time funds. The additional payment planned in FY 2021-22 Proposed Budget is $22 million. Finally, the Pension Funding Policy continues to address Council's position on funding the PSPRS and ASRS ARC or employer contribution each year by stating that "funding of the ARC from operating revenues will be a priority during the annual budget process, before other service enhancements are considered".

15. New License Series 7, Beer and Wine Bar Liquor License application for Blacksheep Wine LLC, dba Blacksheep Wine & Merchant
Move for recommendation to the State Department of Liquor Licenses and Control for approval of State Liquor License No. 07070393, a Series 7, Beer and Wine Bar Liquor License, for Lauren Kay Merrett, Agent, Blacksheep Wine LLC, dba Blacksheep Wine & Merchant, located at 98 S. San Marcos Place, and approval of the City of Chandler, Series 7, Beer and Wine Bar Liquor License No. 300235 L7.

BACKGROUND FROM COUNCIL MEMO:
This application for the transfer of a liquor license was posted for hearing on April 22, 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 7, Beer and Wine Bar Liquor License, the business may sell beer and wine only for on- or off-premise consumption.

16. New License Series 12, Restaurant Liquor License application for Chipotle Mexican Grill Inc., dba Chipotle Mexican Grill #3836
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 139220, a Series 12, Restaurant Liquor License, for H J Lewkowitz, Agent, Chipotle

Mexican Grill Inc., dba Chipotle Mexican Grill #3836, located at 1055 W. Chandler Boulevard, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 300780 L12.

BACKGROUND FROM COUNCIL MEMO:
This application for a liquor license was posted for hearing on April 22, 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.

17. Cooperative Agreement with JPMorgan Chase Bank, N.A., for Banking Services
Move City Council approve a cooperative agreement with JPMorgan Chase Bank, N.A., for Banking Services for the period beginning May 1, 2021, through December 31, 2024, in an amount not to exceed $34,000 per year.

BACKGROUND FROM COUNCIL MEMO:
JPMorgan Chase Bank, N.A. (JPMorgan), has been the City's banking service provider since 2005. The City's banking needs consist of the following types of services: checking account maintenance, deposits, electronic payments and deposits (ACH), wire transfers, credit card payment processing and online bank transactions and reporting. In 2010, the City of Tempe issued a Request for Proposals (RFP) for Municipal Banking Services on behalf of the City of Chandler and the City of Tempe to financial institutions that provided those services in order to select a single servicing bank for each city. Given the wide range of Municipal Banking Services, responses are typically limited to larger banking institutions. Upon evaluation of responses, a contract was negotiated with JPMorgan. The contract with JPMorgan was for an initial period of four years, January 1, 2011, through December 31, 2014, with the ability to extend for three, two-year extensions. The contract expired on December 31, 2020, however, JPMorgan agreed to a four-month extension, through April 30, 2021.

18. Claims Report for the Quarter Ended March 31, 2021
Move to accept the claims report for the quarter ending March 31, 2021, which is included with this memo as an attachment.

BACKGROUND FROM COUNCIL MEMO:
The claims report for the Accounts Payable payments for the quarter ending March 31, 2021, is attached. 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.

19. Resolution No. 5459 Authorizing the Submittal of the Community Development Block Grant Program Year 2021–2022 Annual Action Plan
Move that City Council pass and adopt Resolution No. 5459 approving and authorizing the Acting City Manager or his designee to execute and submit the Community Development Block Grant (CDBG) Program Year 2021–2022 Annual Action Plan to the United States Department of Housing and Urban Development (HUD) and execute all subrecipient contracts.

BACKGROUND FROM COUNCIL MEMO:
Each year, the City of Chandler receives federal CDBG funding, administered by HUD, to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for persons with low and moderate income. Funds support a wide

range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services. As a prerequisite for receiving CDBG funding, the City of Chandler is required to prepare and submit an Annual Action Plan that serves as the formal application for the use of entitlement funds that are received by the City of Chandler. The Annual Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the 2020-2025 Consolidated Plan approved by City Council on June 25, 2020.

In compliance with HUD regulations and the Citizen Participation Plan, the City held a 30-day public comment period regarding the draft Program Year 2021-2022 Annual Action Plan, which included the Housing and Human Services Commission's funding recommendations based on anticipated formula funding for Program Year 2021–2022. The public comment period began Tuesday, March 22, 2021, and ended Tuesday, April 20, 2021. In addition, two public hearings were held on February 10, 2021, and on April 7, 2021, to ensure multiple opportunities for input from the community regarding the draft Program Year 2021–2022 Annual Action Plan. Public comments received during the public comment period will be included in the finalized report submitted to HUD. A copy of the Program Year 2021-2022 Annual Action Plan Executive Summary is attached.

HUD released the Program Year 2021-2022 annual allocation on February 25, 2021. The CDBG annual allocation for Program Year 2021-2022 is $1,447,060.00, an increase of $3,353.00 from the prior program year. Funds available for allocation include the $1,447,060.00 in formula funding anticipated for Program Year 2021-2022 and an additional $122,030.60 in recaptured or unallocated funds from Program Year 2019-2020. The City will utilize $217,059.00 for Public Services; $1,062,619.00 for Capital Projects, Housing, and Neighborhood Revitalization; and $289,412.00 for Program Administration. The City's Program Year 2021-2022 CDBG Program Descriptions and Funding Recommendations are also attached.

Financial Implications:
The City of Chandler will utilize CDBG federal entitlement funds to support recommended program activities. No match is required. The City of Chandler pays for services supported by CDBG funds and then submits a request for reimbursement to HUD.

20. Resolution No. 5460 Approving the Allocation of Program Year 2021–2022 HOME Investment Partnerships Funds from the Cranston-Gonzalez National Affordable Housing Act
Move that City Council pass and adopt Resolution No. 5460 approving and authorizing the Acting City Manager or his designee to allocate Program Year 2021-2022 HOME funds from the Cranston-Gonzalez National Affordable Housing Act through the Maricopa HOME Consortium and execute all subrecipient contracts.

BACKGROUND FROM COUNCIL MEMO:
Each year, the City of Chandler receives federal HOME funding, administered by the United States Department of Housing and Urban Development (HUD), through the Maricopa HOME Consortium. Eligible HOME activities include building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to individuals with low and moderate income. HOME-funded activities proposed by the City are included in Maricopa County's Consolidated Plan and Annual Action Plan submitted to HUD.

In compliance with HUD regulations and the Citizen Participation Plan, the City held a 30-day public comment period regarding the draft Program Year 2021-2022 Annual Action Plan, which included the

Housing and Human Services Commission's funding recommendations based on anticipated formula funding for Program Year 2021–2022 HOME funds. The public comment period began Tuesday, March 22, 2021, and will end on Tuesday, April 20, 2021. In addition, two public hearings were held on February 10, 2021, and on April 7, 2021, to ensure multiple opportunities for input from the community regarding the draft Program Year 2021–2022 Annual Action Plan. Public comments received during the public comment period will be included in the finalized report submitted to HUD.

HUD released the Program Year 2021-2022 annual allocation of HOME funds on February 25, 2021. Based on HUD's allocation, Maricopa County released its allocations for Consortium members. The City of Chandler was awarded $409,881, a decrease of $824 from the prior program year. The City will allocate $384,263 for affordable housing program providers, and utilize $25,618 for program administration. Program Year 2021-2022 HOME funding recommendations and program descriptions are attached.

Financial Implications:
Federal HOME funds require a 25% local match. Required match is provided by each funding recipient. The City of Chandler pays for services supported by HOME funds and then submits a request for reimbursement to Maricopa County.

21. Resolution No. 5461 Authorizing the Amendment of the 2020-2025 Consolidated Plan and Submittal of Substantial Amendment No. 1 to the United States Department of Housing and Urban Development
Move that City Council pass and adopt Resolution No. 5461 Amending the 2020-2025 Consolidated Plan and Submitting Substantial Amendment No. 1 to the United States Department of Housing and Urban Development (HUD) for Its Consideration in Order to Redirect the Planned Use of Anticipated Community Development Block Grant Funds; and Approving and Authorizing the Acting City Manager or His Designee to Submit Substantial Amendment No. 1 to HUD.

BACKGROUND FROM COUNCIL MEMO:
On June 25, 2020, City Council approved the 2020-2025 Consolidated Plan which establishes priorities, goals and outcomes over a five-year period to address the City's community development and housing needs. The Housing and Human Services Commission (HHSC) and staff propose a substantial amendment to the 2020-2025 Consolidated Plan to effectively implement a change in Community Development Block Grant (CDBG) program activities to address pressing community development and housing needs. The HHSC and staff recommend a change in the planned allocation of CDBG funds that is not currently included in the 2020-2025 Consolidated Plan. These recommendations include utilizing CDBG funds to support relocation assistance for households with low and moderate income that will be impacted by a future Rental Assistance Demonstration (RAD) project. Additionally, the HHSC and staff recommend redirecting administrative funds to support fair housing activities. To support these new activities or redirect CDBG funds as described above, a substantial amendment to the 2020-2025 Consolidated Plan is required.

In compliance with HUD regulations and the Citizen Participation Plan, the City held a 30-day public comment period regarding the draft Substantial Amendment #1 to the 2020-2025 Consolidated Plan. The public comment period began Tuesday, March 22, 2021, and will end on Tuesday, April 20, 2021. In addition, a public hearing was held on April 7, 2021, to ensure multiple opportunities for input from the community regarding the draft Substantial Amendment #1 to the 2020-2025 Consolidated Plan. Public comments received during the public comment period will be included in the Substantial Amendment

#1 to the 2020-2025 Consolidated Plan submitted to HUD. A copy of the Substantial Amendment #1 to the 2020-2025 Consolidated Plan is attached.

Financial Implications:
The City of Chandler will utilize CDBG federal entitlement funds to support recommended changes to program activities identified in the Substantial Amendment No. 1 to the 2020-2025 Consolidated Plan. No match is required. The City of Chandler pays for services supported by CDBG funds and then submits a request for reimbursement to HUD.

22. Resolution No. 5454 Authorizing an Intergovernmental Agreement with Maricopa County for Animal Care and Control Services
Move City Council adopt Resolution No. 5454 authorizing an Intergovernmental Agreement (IGA) with Maricopa County, through Maricopa County Animal Care and Control, for animal control services, in an amount not to exceed $221,431, for the period of July 1, 2021, through June 30, 2022; authorizing the Mayor to sign the Agreement; authorizing the City Manager or Designee to sign, administer, execute, and submit all documents and other necessary instruments in connection with such Agreement

BACKGROUND FROM COUNCIL MEMO:
Maricopa County Animal Care and Control (MCACC) wishes to enter a new one-year IGA with the City for animal control services. The City wishes to have MCACC continue to act as the City's enforcement agent and to provide animal control services as outlined in Chapter 14 of the City Code. The current IGA between the City and MCACC expires on June 30, 2021. The proposed IGA authorizes a one-year agreement, with the option of two additional one-year extensions.

Financial Implications:
For Fiscal year 2021-22, the animal control service cost is $221,431. The cost of services for any future extensions will be determined prior to entering the agreement. Funds are available in the General Fund, Non-Departmental Cost Center, Animal Care and Control Services Account (101.1290.5266).

23. Project Agreement No. PD1901.401 with Caliente Construction, Inc., for the Police Station Main Lobby and Records Renovations
Move City Council award Project Agreement No. PD1901.401 to Caliente Construction, Inc., Pursuant to Job Order Contract No. JOC1910.401, for the Police Station Main Lobby and Records Renovations, in an amount not to exceed $1,321,730.47.

BACKGROUND FROM COUNCIL MEMO:
The 2014 Police Department Facilities Master Plan identified the Police Station Main Lobby and Records Renovation as a project needed to maximize the efficiency and usage of existing structures. The records section of the main police station is open 24 hours a day to receive public inquiries with a staff of 24 full-time employees. They maintain record storage for the entire department. The workspace for employees is small and has been encroached upon by records storage needs. There is inadequate storage space for daily records and long-term storage. This project will expand the records section into a portion of the Prosecutor's Office area to provide additional work and storage space. The project scope of work consists of renovating the Police Records and City Prosecutor's areas. The work will be coordinated with Police staff to maintain the front entrance as much as possible, as well as maintain current levels of security. The contract completion time is 180 calendar days following Notice to Proceed. A related Professional Services Agreement with Kitchell CEM, for Police Station Main Lobby and Records Renovations, is also scheduled for this City Council meeting.

24. Professional Services Agreement No. PD1901.451 with Kitchell/CEM Inc., for the Police Station Main Lobby and Records Renovations
Move City Council award Professional Services Agreement No. PD1901.451, to Kitchell/CEM Inc., for the Police Station Main Lobby and Records Renovations, in an amount not to exceed $198,540.

BACKGROUND FROM COUNCIL MEMO:
The 2014 Police Department Facilities Master Plan identified the Police Station Main Lobby and Records Renovation as a project needed to maximize the efficiency and usage of existing structures. The records section of the main police station is open 24 hours a day to receive public inquiries with a staff of 24 full-time employees. They maintain record storage for the entire department. The workspace for employees is small and has been encroached upon by records storage needs. There is inadequate storage space for daily records and long-term storage. This project will expand the records section into a portion of the Prosecutor's Office area to provide additional work and storage space.

The project scope of work consists of contractor oversight, construction administration and inspection, Police Department coordination, schedule review, review progress payments, attendance at construction meetings, review shop drawings and submittals, review of final as-built drawings, and project close out. The contract completion time is 210 calendar days following Notice to Proceed. A related Construction Contract with Caliente Construction, Inc., for Police Station Main Lobby and Records Renovations, is also scheduled for this City Council meeting.

25. Resolution No. 5470, Authorizing a Reclaimed Water Agreement and Project Agreement No. 4 Under the Public Infrastructure Master Agreement Dated May 24, 2019, with Intel Corporation
Move City Council pass and adopt Resolution No. 5470, authorizing a Reclaimed Water Agreement and Project Agreement No. 4 under the Public Infrastructure Master Agreement dated May 24, 2019, between the City of Chandler and Intel Corporation for the construction of a Reclaimed Water Interconnect Facility and related public infrastructure needed to serve Intel's campus at 4500 S. Dobson Road.

BACKGROUND FROM COUNCIL MEMO:
The City has recently contracted for the design of a small membrane water treatment facility at the Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road. The treated water will be delivered to the reclaimed water distribution system and the City's aquifer storage facilities at Veteran Oasis Park, located at 4050 E. Chandler Heights Road, and Tumbleweed Park, located at 2250 S. McQueen Road. The intent of the project is to optimize the use of the City's water resources by recharging additional water into the groundwater aquifer beneath the City to enhance the sustainability of the aquifer and provide resilience of the City's water system in case of drought. Participation in this project has been offered to Intel Corporation in an effort to make the current annual Reclaimed Water Agreement long-term and meet future water needs.

Arizona Revised Statute (A.R.S.) § 42-5032.02 provides for distribution of revenues for City infrastructure improvements related to manufacturing facilities. On May 23, 2019, City Council approved a Public Infrastructure Master Agreement between the City and Intel under A.R.S. § 42-5032.02 for funding and construction of public improvements necessary to support Intel's capital investment at its Ocotillo Plant, located at 4500 South Dobson Road in Chandler. The Master Agreement contemplates that Intel and the City will enter into specific project agreements for funding and construction of public improvements

that will be reimbursed through a combination of transaction privilege tax revenues set aside under A.R.S. § 42-5032.02 (80%) and Intel private funds (20%).

This project will be funded by the Arizona Department of Revenue (ADOR), Intel, and the City of Chandler. A related Professional Service Agreement with Wilson Engineers, LLC, for the Reclaimed Water Interconnect Facility, is also scheduled for this City Council meeting.
Financial Implications:
This memo has no direct financial implication, as the contracts related to the public infrastructure improvements will be managed by separate agreements under CIP Project Number WW1901. The separate agreements will manage the public infrastructure design and construction cost of $23,400,000, of which Intel will pay one-half, $11,700,000, of all costs of construction. Intel's share will be Public Infrastructure Improvement Project No. 4 under the terms of the Public Infrastructure Master Agreement between Intel and the City, dated May 24, 2019, which allows the City to seek 80% (up to $9,360,000) reimbursement of Intel's share from Arizona Department of Revenue and 20% (up to $2,230,000) directly from Intel. A General Fund Contingency transfer is needed from General Fund, Non-Departmental, Contingency Reserve to Wastewater Operating Fund, Wastewater Capital, Plant Additions and Improvements, Effluent Reuse-Storage and Recovery Wells Capital Program for the City to pay for Intel's share of the public infrastructure improvements, which will be 100% reimbursed.

26. Agreement No. PW9-962-4035, Amendment No. 2, with Eurofins Testamerica Laboratories, Inc.; Legend Technical Services of Arizona, Inc.; and Radiation Safety Engineering, Inc., for Laboratory Testing Services
Move City Council approve Agreement No. PW9-962-4035, Amendment No. 2 with Eurofins Testamerica Laboratories, Inc.; Legend Technical Services of Arizona, Inc.; and Radiation Safety Engineering, Inc., for laboratory testing services, in a combined amount not to exceed $379,000, for the period of May 1, 2021, through April 30, 2022.

BACKGROUND FROM COUNCIL MEMO:
The Environmental Protection Agency and the Arizona Department of Environmental Quality mandate tests for drinking water and wastewater. The City's Water Quality, Wastewater Quality, Environmental Management, Solid Waste Services, and Ocotillo Brine Reduction Facility divisions use the laboratory testing services to manage various testing requirements. The use of multiple laboratories provides assurance that tests will be completed promptly and at the lowest cost. Laboratory testing services used by the Ocotillo Brine Reduction Facility are paid for by Intel.

27. Professional Services Agreement No. WW1901.203, with Wilson Engineers, LLC, for the Reclaimed Water Interconnect Facility Design Services
Move City Council award Professional Services Agreement No. WW1901.203, to Wilson Engineers, LLC, for the Reclaimed Water Interconnect Facility Design Services, in an amount not to exceed $1,809,660.

BACKGROUND FROM COUNCIL MEMO:
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 is 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 the City'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 10 million gallons per day (MGD). The system would be designed and constructed at the AWRF and utilize the existing reclaimed water infrastructure for distribution. Capacity of this 10 MGD will be shared equally with Intel Corporation, with the City's portion being used for groundwater recharge and to enhance the wildlife habitats at Veterans Oasis Park. Intel's portion will be used for Industrial cooling at their microchip production facilities in south Chandler. Cost for this project will also be split equally between the City and Intel.

The project scope of work consists of design services for the Reclaimed Water Interconnect Facility, including the development of process and equipment sizing, review of alternatives, raw water pump station, raw water force main, and membrane treatment and ancillary facilities. The contract completion time is 400 calendar days following Notice to Proceed. A related Resolution for the approval of two agreements with Intel Corporation for the construction and shared use of this treatment facility is also scheduled for this City Council meeting.

28. Construction Contract No. WA1903.401 and WA1908.401, with Achen-Gardner Construction, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System
Move City Council award Construction Contract No. WA1903.401 and WA1908.401 to Achen-Gardner Construction, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System, in an amount not to exceed $6,053,000.

BACKGROUND FROM COUNCIL MEMO:
This project is a continuation of the Public Works & Utilities Department's ongoing initiative to modernize and rehabilitate the City's older water production facilities and replace aging pipe infrastructure. The Arrowhead Water Production Facility (WPF), located at 426 N. Arrowhead Drive, was constructed in 1988 to support water needs in the city. Recent inspections have identified the need to replace the existing pumps and corroded pump cans and piping, improve the facility building, and upgrade the electrical system. In addition, approximately 2,200 feet of 12-inch pipe, from the Arrowhead WPF south to Chandler Boulevard, will be replaced due to age and poor condition. These improvements are necessary for the facility to reliably provide water service to the surrounding vicinity.

The Pecos Surface Water Treatment Plant (SWTP), located at 1475 East Pecos Road, was put into service in 1989. The 2018 Water, Wastewater, and Reclaimed Water Master Plan included the recommendation for installation of a surge suppression system at the Pecos SWTP to mitigate pressure fluctuations to the water distribution system. The water distribution system infrastructure is aging and more susceptible to main breaks due to these pressure fluctuations. Water main breaks caused by these pressure fluctuations are responsible for water loss and damage to surrounding infrastructure and personal property. This portion of the project will complete the installation of a surge tank and other necessary appurtenances at the Pecos SWTP.

The contract completion time for both locations is 365 calendar days following Notice to Proceed. A related Professional Services Agreement with Wilson Engineers, LLC, for the Arrowhead WPF Rehabilitation and Pecos SWTP Surge System Construction Management Services, is also scheduled for this City Council meeting. A related Professional Services Agreement with Wilson Engineers, LLC, for the

Arrowhead WPF Rehabilitation Post Design Services, is also scheduled for this City Council meeting. A related Professional Services Agreement with Black & Veatch, for the Pecos SWTP Surge System Post Design Services, is also scheduled for this City Council meeting.

29. Professional Services Agreement No. WA1903.451 and WA1908.451, with Wilson Engineers, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System Construction Management Services
Move City Council award Professional Services Agreement No. WA1903.451 and WA1908.451, to Wilson Engineers, LLC, for the Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System Construction Management Services, in an amount not to exceed $623,308.

BACKGROUND FROM COUNCIL MEMO:
This project is a continuation of the Public Works & Utilities Department's ongoing initiative to modernize and rehabilitate the City's older water production facilities and replace aging pipe infrastructure. The Arrowhead Water Production Facility (WPF), located at 426 N. Arrowhead Drive, was constructed in 1988 to support water needs in the City. Recent inspections have identified the need to replace the existing pumps and corroded pump cans and piping, improve the facility building, and upgrade the electrical system. In addition, approximately 2,200 feet of 12-inch pipe, from the Arrowhead WPF south to Chandler Boulevard, will be replaced due to age and poor condition. These improvements are necessary for the facility to reliably provide water service to the surrounding vicinity.

The Pecos Surface Water Treatment Plant (SWTP), located at 1475 East Pecos Road, was put into service in 1989. The 2018 Water, Wastewater, and Reclaimed Water Master Plan included the recommendation for installation of a surge suppression system at the Pecos SWTP to mitigate pressure fluctuations to the water distribution system. The water distribution system infrastructure is aging and more susceptible to main breaks due to these pressure fluctuations. Water main breaks caused by these pressure fluctuations are responsible for water loss and damage to surrounding infrastructure and personal property. This portion of the project will complete the installation of a surge tank and other necessary appurtenances at the Pecos SWTP.

The project scope of work consists contractor oversight, construction administration and inspection, schedule review, progress payments review, attendance at construction meetings, and project close-out. The contract completion time for both locations is 400 calendar days following Notice to Proceed. A related Construction Contract with Achen-Gardner Construction, LLC, for the Arrowhead WPF Rehabilitation & Pecos SWTP Surge System, is also scheduled for this City Council meeting. A related Professional Services Agreement with Wilson Engineers, LLC, for the Arrowhead WPF Rehabilitation Post Design Services, is also scheduled for this City Council meeting. A related Professional Services Agreement with Black & Veatch, for the Pecos SWTP Surge system Post Design Services, is also scheduled for this City Council meeting.

30. Purchase of Traffic Signal Maintenance Services from Roadway Electric, LLC
Move City Council approve the purchase of traffic signal maintenance services from Roadway Electric, LLC, utilizing City of Mesa Contract No. 2017135, in an amount not to exceed $501,600, for the period of May 1, 2021, through April 30, 2022.

BACKGROUND FROM COUNCIL MEMO:

The City's Transportation Division is responsible for the maintenance of 224 signalized intersections and over 29,500 streetlights. Although City staff manages the day-to-day maintenance of these assets, the rehabilitation of the underground infrastructure for the signals and the light emitting diode (LED) streetlight upgrades are completed by a contractor that offers specialized services for this type of work.

This contract will be used for the rehabilitation of existing underground infrastructure of approximately three intersections including installation of necessary conduit, junction boxes, and wiring. This contract will also be used for the upgrade of approximately 1,300 streetlights to LED that is included in the current year's budget. These LED streetlight replacements are estimated to save more than $42,000 in energy costs each year of operation.

31. Purchase of Pole Painting Services from OLS Restoration, Inc.
Move City Council approve the purchase of pole painting services from OLS Restoration, Inc., utilizing City of Mesa Contract No. 2019012, in an amount not to exceed $120,000, for the period of May 1, 2021, through April 30, 2022.

BACKGROUND FROM COUNCIL MEMO:
The City's Transportation Division is responsible for the maintenance of over 29,500 streetlights. Of those streetlights, approximately 14,500 (52%) are painted rather than galvanized. This contract will be used to repaint light poles located in arterial corridors and older subdivisions with streetlights that are more than 30 years old.

32. Professional Services Agreement No. WA1903.271, with Wilson Engineers, LLC, for the Arrowhead Water Production Facility Rehabilitation Post Design Services
Move City Council award Professional Services Agreement No. WA1903.271, to Wilson Engineers, LLC, for the Arrowhead Water Production Facility Rehabilitation Post Design Services, in an amount not to exceed $198,222.

BACKGROUND FROM COUNCIL MEMO:
This project is a continuation of the Public Works & Utilities Department's ongoing initiative to modernize and rehabilitate the City's older water production facilities and replace aging pipe infrastructure. The Arrowhead Water Production Facility (WPF), located at 426 N. Arrowhead Drive, was constructed in 1988 to support water needs in the City. Recent inspections have identified the need to replace the existing pumps and corroded pump cans and piping, improve the facility building, and upgrade the electrical system. In addition, approximately 2,200 feet of 12-inch pipe, from the Arrowhead WPF south to Chandler Boulevard, will be replaced due to age and poor condition. These improvements are necessary for the facility to reliably provide water service to the surrounding vicinity.

This project scope of work includes design clarifications or modifications with the designer of record for seamless and continued coordination with utilities, other agencies, bidders, contractor, and construction management firms before and during construction of this project, as well as attendance at construction meetings, shop drawings, submittal reviews, environmental services, and preparation of final as-built drawings. The contract completion time is 400 calendar days following Notice to Proceed.

A related Construction Contract with Achen-Gardner Construction, LLC, for the Arrowhead WPF Rehabilitation and Pecos Surface Water Treatment Plant (SWTP) Surge System, is also scheduled for this City Council meeting. A related Professional Services Agreement with Wilson Engineers, LLC, for the Arrowhead WPF Rehabilitation and Pecos SWTP Surge System Construction Management Services, is

also scheduled for this City Council meeting. A related Professional Services Agreement with Black & Veatch, for the Pecos SWTP Surge System Post Design Services, is also scheduled for this City Council Meeting.

33. Professional Services Agreement No. WA1908.271, with Black & Veatch Corporation, for the Pecos Surface Water Treatment Plant Surge System Post Design Services
Move City Council award Professional Services Agreement No. WA1908.271, to Black & Veatch Corporation, for the Pecos Surface Water Treatment Plant Surge System Post Design Services, in an amount not to exceed $104,890.

BACKGROUND FROM COUNCIL MEMO:
This project is a continuation of the Public Works & Utilities Department's ongoing initiative to modernize and rehabilitate the City's older water production facilities and replace aging pipe infrastructure. The Pecos Surface Water Treatment Plant (SWTP), located at 1475 East Pecos Road, was put into service in 1989. The 2018 Water, Wastewater, and Reclaimed Water Master Plan included the recommendation for installation of a surge suppression system at the Pecos SWTP to mitigate pressure fluctuations to the water distribution system. The water distribution system infrastructure is aging and more susceptible to main breaks due to these pressure fluctuations. Water main breaks caused by these pressure fluctuations are responsible for water loss and damage to surrounding infrastructure and personal property. This portion of the project will complete the installation of a surge tank and other necessary appurtenances at the Pecos SWTP.

This project scope of work includes design clarifications or modifications with the designer of record for seamless and continued coordination with utilities, other agencies, bidders, contractor, and construction management firm before and during construction of this project, as well as attendance at construction meetings, shop drawings, submittal reviews, environmental services, and preparation of final as-built drawings. The contract completion time is 400 calendar days following Notice to Proceed. A related Construction Contract with Achen-Gardner Construction, LLC, for the Arrowhead Water Production Facility (WPF) Rehabilitation and Pecos SWTP Surge System, is also scheduled for this City Council meeting. A related Professional Services Agreement with Wilson Engineers, LLC, for the Arrowhead WPF Rehabilitation and Pecos SWTP Surge System Construction Management Services, is also scheduled for this City Council meeting. A related Professional Services Agreement with Wilson Engineers, LLC, for the Arrowhead WPF Rehabilitation Post Design Services, is also scheduled for this City Council meeting.

34. Professional Services Agreement No. ST2004.451, Amendment No. 1, with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Alma School Road Improvements (Pecos Road to Germann Road)
Move City Council award Professional Services Agreement No. ST2004.451, Amendment No. 1, to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Alma School Road Improvements (Pecos Road to Germann Road), in the amount of $168,553, for a revised contract amount not to exceed $468,487.

BACKGROUND FROM COUNCIL MEMO:
On June 25, 2020, City Council approved an agreement with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Alma School Road Improvements (Pecos Road to Germann Road). This project provides for modifications to the northeast corner of Pecos and Alma School roads and widening Alma School Road to three through lanes in each direction from Maplewood Street to just south of Germann Road by modifying the current center median.

Amendment No. 1 to Professional Services Agreement ST2004.451 provides for additional construction management services and inspections for the Alma School Road Improvements at the Pecos Road intersection to accommodate north and southbound widening to three lanes and tapering down to two lanes north of the intersection. The section of Alma School Road south of the Pecos Road intersection to the Loop 202 Santan Freeway will be improved by private developers. An additional 240 calendar days have been added for a revised total of 510 calendar days to final completion, following Notice to Proceed. A related Construction Change Order with Sunland Asphalt & Construction, Inc., for the Alma School Road Improvements (Pecos Road to Germann Road), is also scheduled for this City Council meeting.

35. Construction Management at Risk Contract No. ST2004.401, Change Order No. 2, with Sunland Asphalt & Construction, Inc., for the Alma School Road Improvements
Move City Council award Construction Management at Risk Contract No. ST2004.401, Change Order No. 2, to Sunland Asphalt & Construction, Inc., for the Alma School Road Improvements (Pecos Road to Germann Road), in the amount of $1,981,059, for a revised contract amount not to exceed $6,365,059.

BACKGROUND FROM COUNCIL MEMO:
On July 16, 2020, City Council approved a contract with Sunland Asphalt & Construction, Inc., for the Alma School Road Improvements (Pecos Road to Germann Road). This project provides for modifications to the northeast corner of Pecos and Alma School roads and widening Alma School Road to three through lanes in each direction from Maplewood Street to just south of Germann Road by modifying the current center median.

Change Order No. 2 to Construction Management at Risk Contract No. ST2004.401 provides for additional scope of work for the Alma School Road improvements at the Pecos Road intersection to accommodate north and southbound widening to three lanes, and tapering down to two lanes north of the intersection. The section of Alma School Road south of the Pecos Road intersection to the Loop 202 Santan Freeway will be improved by private developers. An additional 60 calendar days has been added for a revised total of 400 calendar days to final completion, following Notice to Proceed. A related Professional Services Amendment with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Alma School Road Improvements (Pecos Road to Germann Road), is also scheduled for this City Council meeting.

36. Agreement No. 4302, with KUV Consultants, LLC, for a Security and Emergency Preparedness Program
Move City Council approve Agreement No. 4302, with KUV Consultants, LLC, for a security and emergency preparedness program, in an amount not to exceed $550,000, for a five-year term, July 1, 2021, through June 30, 2026.

BACKGROUND FROM COUNCIL MEMO:
The Public Works and Utilities Department serves over 275,000 residents with clean water, wastewater collection and treatment, and reclaimed water services. In 2019, the City was required by the Environmental Protection Agency (EPA) to develop and implement a Risk and Resiliency Study for water production and distribution to review all systems in order to ensure the safety of all City water customers. Ultimately, the City was required to also develop and implement an Emergency Operations Plan (EOP) for the water supply systems. KUV Consultants, LLC, was the selected vendor to study the City's water supply systems and prepare the required documents. All studies and related EOP documents were submitted to the EPA as required and certified within all time constraints.

A key recommendation of the water EOP is to develop benchtop and active exercises in responding to water events that may compromise the integrity of the water system. The Public Works and Utilities Department is also in need of a system that can provide the information to City staff within times of crisis and can also be used to update and maintain the EOP while providing critical training to new City staff. Staff solicited a proposal from KUV Consultants, LLC, to provide the necessary systems, training, and benchtop simulations to keep all Utility staff ready to respond to any situation. The City staff have also determined that the wastewater collection and treatment systems are also in need of an updated EOP and have included those services in the agreement. With their extensive knowledge of the City's water and wastewater infrastructure, KUV Consultants will provide all the necessary information and services for optimum response to crisis events.

The scope of services includes development of the Emergency Management Toolkit (EMT) and the Risk/Resiliency Assessment and Emergency Response Plan, EMT annual updates, as well as annual refresher training, inspections, and simulation exercises. The term of the agreement is July 1, 2021, through June 30, 2026.

37. Sole Source Purchase of Blower Repair Services, Parts, and Equipment from Houston Service Industries
Move City Council approve the sole source purchase of Houston Service Industries (HSI) blower repair services, parts, and equipment, from Atlas Copco Power Technique North America, LLC, in an amount not to exceed $190,000.

BACKGROUND FROM COUNCIL MEMO:
The Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road, utilizes centrifugal low pressure blowers for the purpose of supplying dissolved oxygen to the biology responsible for treatment of municipal wastewater. This contract will allow for a field evaluation of the aeration facilities to determine steps necessary to optimize the system. This contract also includes the overhaul of Blower Unit No. 8 which is in need of repair. Due to the size, cost, and complexity of the aeration blowers at AWRF, factory service and support is necessary to repair Blower Unit No. 8 and perform the system evaluation and optimization, as well as to provide follow-up factory support.

ACTION AGENDA – DISCUSSION

MAYOR HARTKE introduced Action Agenda Item No. 38 and called for a staff presentation.

38. Agreement No. PD5-961-3521, Amendment No. 1, with American Traffic Solutions Inc., dba Verra Mobility, for Photo Enforcement

SEAN DUGGAN, Police Chief, presented the following presentation.

- Chandler Police Department Photo Enforcement Program
- Photo Enforcement
    - Presently, 12 intersections with photo enforcement camera systems
    - 5 intersections have two camera systems (example: westbound and southbound approaches)
    - 17 total photo enforcement cameras operating in the City
    - All cameras have red light and speed on green enforcement
    - Each approach is clearly marked with a radar speed feedback display and signed 300 ft. in advance providing notice to a person that a photo enforcement system is present and operations (ARS 28-1204).

- Photo Enforcement
    - Photo enforcement video records 24/7 and is stored for 30 days before being purged automatically. Once purged, video recordings are no longer retrievable.
    - Video recordings may only be retrieved by Chandler Police Vehicle Crimes Unit (VCU) detectives and American Traffic Solutions. (ATS)/Verra Mobility technicians while servicing equipment and with authorization from VCU detectives. All retrievals are digitally recorded and tracked.
- Photo Enforcement
    - Data is stored in secure serves located at Verra Mobiliy in Mesa
    - Detectives review between 200-300 violations a day
    - Each review takes approximately 1-2 minutes
    - Challenges to the system are made in court at the violator's scheduled hearing
    - If the violator does not reply, then it is sent to the contracted process serving company the vendor uses. In the state service will be attempted.
    - If the violator lives out of state and does not reply, no further action is taken. No process serving.
- Photo Enforcement
    - Police staff rejected 341 citations in 2020.
    - Placement of photo red light and speed on green cameras was based on traffic volume and the number and severity of accidents at certain intersections.
    - Speed validations are conducted monthly by the vendor.
    - Speed reader boards were added in 2007.
    - Dedicated photo enforcement police FTE cost appx. $165,000.
    - 100% revenue offset.
- Photo Enforcement
    - Year 2017
        - Red Light 5,421
        - Speed 10,162
        - Total 15,583
    - Year 2018
        - Red Light 7,122
        - Speed 9,850
        - Total 16,972
    - Year 2019
        - Red Light 6,850
        - Speed 8,045
        - Total 14,895
    - Year 2020
        - Red Light 4,029
        - Speed 8,569
        - Total 12,598
- Photo Enforcement Impact
    - Violation captured, transmitted to Verra
    - License plate verified, extracted and sent to CPD
    - CPD retrieves vehicle information from MVD, send data back to Verra (encrypted file)
    - Verra staff confirms MVD info and photo quality, send to CPD Officer via Axsis software for approval or rejection
    - If violation approved by CPD, Verra will mail out citation
- Photo Enforcement Impact
    - Nationally, red light running is a leading cause of urban crashes and often causes injury and death

- Photo enforcement leverage's technology to help keep our roadways safe.
- Photo enforcement supplements traffic enforcement by police officers by providing round-the-clock monitoring of collisions prone intersections.
- Part of overall 3E's approach to traffic safety: Enforcement, Education, Engineering.

- Photo Enforcement Impact
  - Average Accidents Per Year
- Photo Enforcement Impact
  - Leveraging technology to help solve crime
    - The photo enforcement program has assisted police detectives with over 150 criminal investigations since 2015
    - Most recently, evidence gathered by photo enforcement provided compelling evidence in two separate homicide investigations in Chandler.

VICE MAYOR STEWART said there were 200-300 violations a day and asked how many were false.

CHIEF DUGGAN clarified if the question was related to photos or violations.

VICE MAYOR STEWART said both.

CHIEF DUGGAN said he did not have a total number of activations, but there are 12,000 to 13,000 citations issued. Chief Duggan said there are two types of controllable offenses when they look at the photos at the intersection. Last year, the vendor had 2,000 controllable exceptions which occur when a flash is taken, but the photo is not clear. There were 11,000 uncontrollable exceptions when someone may wear a face mask or the picture is not legible because of the sun.

VICE MAYOR STEWART asked if 12,000 to 13,000 times there were errors.

CHIEF DUGGAN said they were not errors, but that is what the photo saw and they were vetted out through the process. Chief Duggan said not every picture is perfect because of how many variables there are, but these are vetted in the first part of the process before it is passed on to the Police Department.

VICE MAYOR STEWART asked if those were mailed out and if they are automatically sent.

CHIEF DUGGAN said no, only 12,000 violations were mailed out after it goes through extensive vetting process and after and Chandler Police Officer signs off on the citation. The officer reviews the citation to ensure it meets all of the standards and then signs off and approves the citation.

VICE MAYOR STEWART said the only people being fined live in the State or in the City.

CHIEF DUGGAN said they serve process within the State, but not those who live out of State.

VICE MAYOR STEWART asked who pays for that.

CHIEF DUGGAN said the vendor pays up front, the City is billed and that cost is passed to the violator.

VICE MAYOR STEWART asked if they still get charged for the 13,000 that are rejected.

CHIEF DUGGAN said no, they are only charged $20.70 for every actionable citation. When the notice of violation is mailed to the vendor the City is charged.

VICE MAYOR STEWART said there is a full time employee who is dedicated to vetting these camera tickets which is about 200-300 per day.

CHIEF DUGGAN said there is an employee who looks at photos that have already been vetted through the vendor. Last year the officer rejected 341 for a variety of reasons and the rest of the citations are mailed out after the officer signs off. This process ensures only valid citations.

VICE MAYOR STEWART asked if the vendor rejected 341 times.

CHIEF DUGGAN said no, the officer rejected those.

VICE MAYOR STEWART said almost everything from the vendor gets mailed out.

CHIEF DUGGAN said the only thing that gets mailed out is what the officer approves and signs their name to.

VICE MAYOR STEWART asked how the intersections rank within the City.

CHIEF DUGGAN said there are over 300 intersections in the City and those were ranked by Traffic Engineering by collision rate.

VICE MAYOR STEWART said they redid the McQueen and Queen Creek intersection, but put in camera lights anyway and asked why that was done.

CHIEF DUGGAN said one of the variables of where they place cameras is not just collisions, but also the volume of traffic. When the road is bigger more vehicles use it.

VICE MAYOR STEWART asked what the total fine is for a resident when they run a red light.

CHIEF DUGGAN said about $240.

VICE MAYOR STEWART said these cameras are surveilling residents and out of town 24/7 and a third party vendor is keeping that data.

CHIEF DUGGAN said the cameras operate 24/7 at these intersections.

COUNCILMEMBER ROE said photo enforcement and video surveillance is coming more every year and soon cars would have additional automation. Councilmember Roe said there is a threshold where technology is too much. Councilmember Roe said there are marked police cars because people want to have a level of trust. Councilmember Roe said if they did not have marked police cars they would probably solve more crime. In the past few years, there was photo enforcement along the interstates all over Arizona and the State took the steps to have it removed. That was a success because people did not want it. Photo enforcement is one of the most contentious things that is fought in court and are likely to fight it. Councilmember Roe said about twice a day there is a citable offense from a red light and during that same time there are 30,000 to 40,000 crossings at the intersections. This is a very compliant citizenry that does follow the law. There is no opportunity to issue warnings with photo enforcement. The Governor recently signed SB1551 regarding civil traffic violations which

would put limitations on the courts in enforcing civil traffic violations. Councilmember Roe said he did not know how much revenue would be lost from that.

COUNCILMEMBER ORLANDO asked if a police officer stopped a resident for a red light violation would that fine be different than what is issued from photo enforcement.

CHIEF DUGGAN said no.

COUNCILMEMBER ORLANDO clarified there is not mark up.

CHIEF DUGGAN said no.

COUNCILMEMBER ORLANDO said he received a call from a resident saying cell phones are much more intrusive than a red light camera and anyone who has an Alexa at home is even more intrusive. Councilmember Orlando said there is some personal acknowledgement when having a phone or other device, but we talk about being a City of Innovation and having technology help us to make our lives better and safer. Councilmember Orlando said this program has been proved to make the City safer. Councilmember Orlando asked how the cameras are calibrated.

CHIEF DUGGAN said each month the vendor goes to these locations to calibrate their equipment.

COUNCILMEMBER ORLANDO asked what if the equipment was found to be out of calibration.

CHIEF DUGGAN said it would be appealable in court.

COUNCILMEMBER ORLANDO said a person would ask in court when the last calibration was and then the judge could make their ruling.

COUNCILMEMBER LOPEZ asked when the last time cameras were added.

CHIEF DUGGAN said 2007.

COUNCILMEMBER LOPEZ said since 2007, there have only been 17 cameras. Councilmember Lopez asked if the cameras have been shifted to the intersections identified by traffic engineering as high collision or high volume.

CHIEF DUGGAN said 2016 was the first time they moved five cameras to other locations and it has only happened once.

COUNCILMEMBER LOPEZ asked how often that is done.

CHIEF DUGGAN said they look at the data and if it supports moving to other locations they would do that.

COUNCILMEMBER LOPEZ said as long as it is at a high risk intersection they would not take the expense to move them.

CHIEF DUGGAN said data would need to support a shift.

MAYOR HARTKE asked what the bill mentioned by Councilmember Roe would have on this program.

CHIEF DUGGAN said it is too early to know.

VICE MAYOR STEWART said this contract was $500,000 per year and this new contract was for five years. If Council votes yes, they are locked into this for five years regardless of what other laws are passed. Vice Mayor Stewart said there was a big discussion about the Police Department needing staff and this program augments that. Vice Mayor Stewart said the person working this program could be dedicated to traffic and increase the relationship building with those citizens and have $500,000 left over. Vice Mayor Stewart said the net over 10 years was $275,000 and that did not include staff time. Vice Mayor Stewart said he asked for raw data earlier in the week, but was told he needed Council direction to obtain that. Vice Mayor Stewart asked if he could have that so he could see how staff came to their decision and asked where the data came from.

CHIEF DUGGAN said the data comes from Traffic Engineering. Chief Duggan showed the Average Accidents per Year graph and stated this contains five intersections that were removed in 2016.

VICE MAYOR STEWART asked how the intersections were doing since then.

CHIEF DUGGAN said they have seen an uptick since then.

VICE MAYOR STEWART asked if radar was put up at these sites to show vehicle speed.

CHIEF DUGGAN said it has been over 10 years

VICE MAYOR STEWART asked if he could get the raw data.

CHIEF DUGGAN said he would work with traffic engineering to provide that.

COUNCILMEMBER ORLANDO said the resolution that was done when this originated is that the revenue from this would go towards traffic safety issues.

CHIEF DUGGAN said yes.

COUNCILMEMBER ORLANDO said this money is being put back into the community for safety improvements.

CHIEF DUGGAN said the revenue generated is only used for police enforcement or traffic engineering and traffic safety equipment.

COUNCILMEMBER ORLANDO said this provides a safer intersection and provides additional safety tools that are being paid by this program. Councilmember Orlando said there is one person issuing 12,000 citations a year. Councilmember Orlando asked how many officers that would take in person.

CHIEF DUGGAN said it would take quite a bit.

COUNCILMEMBER ORLANDO said they are putting the money back into the community and officers can be on patrol for other things and putting safety measures at these intersections that does not cost the City money, it costs those who break the law. Councilmember Orlando said he thought it was a good program and supported it in the beginning and supported it now.

VICE MAYOR STEWART said it is not revenue. They are fining residents at a very high rate. Vice Mayor Stewart said it has been shown that the radar speed displays slows people down and these were also at these intersections which could have an impact. Vice Mayor Stewart said the data could be manipulated any way and at the end of the day Vice Mayor Stewart wanted more police on the streets. Vice Mayor Stewart said they are fleecing money from residents with automated cameras.

COUNCILMEMBER ELLIS said people's behaviors change based on what they expect would happen. Any time they want behavior to change they have to modify the behavior in one way or another. Councilmember Ellis said a photo camera in the corner is a modifier. When someone comes in close to it the GPS tells someone they are approaching the camera and people automatically slow down. Councilmember Ellis said safety is very important and those who have lost someone in an intersection, that stays with them for life.

COUNCILMEMBER LOPEZ asked if they left the speed indicator signs at the locations where cameras were moved in 2016.

CHIEF DUGGAN said they have speed indicator signs at intersections beyond photo enforced intersections. Chief Duggan said he would defer to traffic engineering.

COUNCILMEMBER LOPEZ said he knew there were speed indicators near schools.

CHIEF DUGGAN said they were funded through this program.

COUNCILMEMBER HARRIS asked if accidents had gone down since these cameras were placed.

CHIEF DUGGAN said they have shown a decrease from before cameras were installed.

COUNCILMEMBER HARRIS asked if there have been less speeding tickets since these have been up.

CHIEF DUGGAN said he did not have that information.

COUNCILMEMBER HARRIS asked if taxpayers were at a loss in terms of paying for this program.

CHIEF DUGGAN said tax payers contribute to the entire City's operations and this is on item the City provides.

COUNCILMEMBER HARRIS asked if the City was at a loss because of the contract.

CHIEF DUGGAN said each year it varies, but over the course of the program there has been a slight positive revenue. Overall they have not lost money, but they have not made significant money either. The money that is generated is pushed back into the system.

MAYOR HARTKE invited residents to speak regarding Action Agenda Item No. 38.

RICH HEUMANN, 4310 W. Dublin St, Chandler, said he supported this issue twice when he was on Council. Mr. Heumann said he heard some of the same debate back then about having more officers on the street and being leniency. Mr. Heumann said driving is a privilege and is not a right. Mr. Heumann said people obtain a license to drive and if they break the law then there is a fine. This is about safety. When they reduce accidents on a corner, they save somebody's life. Mr. Heumann said Councilmember Orlando, Councilmember Weninger,

and himself added speed boards to slow people down, changed the yellow light to 4.5 seconds, and countdowns on the walk signs. Mr. Heumann said if they break the law they get a ticket and it is their own fault, it is not about fleecing the public. Mr. Heumann said when there are more accidents in our City the insurance rates go up. Mr. Heumann said they have added all of these different features to make the public aware to slow down. Mr. Heumann said they had to have a law regarding texting and driving and it took a police officer getting killed on the 101 to finally have that. Mr. Heumann said police officers stop people and choose to give a ticket or not, but this is another tool in their toolbox. Mr. Heumann said if these cameras come out someone may not have a family member come home because someone ran the red light

BARBARA HOFFMAN, 4114 E. Sourway Dr., Gilbert, said she works in traffic safety and spends a lot of time in Chandler. Ms. Hoffman read a story called My Last day on Earth by Michael David Alanson. Ms. Hoffman encouraged Council to keep red light cameras to save lives.

SHAWN DOW, 15520 Bumblebee Ln., said he came to Chandler 12 years ago and saw his first photo radar flash. Mr. Dow said he just left the military and dove for the side of road thinking that it was a roadside bomb. Mr. Dow said he also sat in the Council Chambers next to convicted felon Aaron Rosenberg as he sold Council that a bright flash at an intersection would make it safer. Mr. Dow said he sent the Council studies proving the bright flash in the middle of the intersection, the most dangerous part of the road, is creating more crashes. Mr. Dow said in Pinal County fatalities doubled when the cameras were installed and there was a reason why photo radar was pulled off the freeway. Mr. Dow said photo radar executives have gone to prison that worked right here in Chandler. Mr. Dow read a list of those convicted of crimes related to photo radar and said everywhere photo radar is installed crime follows. Mr. Dow said cameras said widening the roads and increasing the yellow light time increases the safety. Increasing the yellow light time by one second decreases accidents, like what was seen in Georgia, by 49%. The vast majority of tickets the City issues are wrong, 52% according to the East Valley Tribune and of those that are prosecutable 25% are dismissed. No police officer would tolerate another officer pulling over 75% of the people in Chandler and issuing wrong tickets. Mr. Dow said 22,000 people are having to go to court and fight tickets because of this vendor.

PAUL PAVLICH, 1313 E. Tyson St., Chandler, encouraged Council to not approve the contract. Mr. Pavlich said he is aware there are studies both in support and against these cameras to reduce accidents of varying severities however one of the most extensive studies on the subject demonstrates no significant safety value. Mr. Pavlich said the peer reviewed study was published in the Scientific American which states the cameras change the composition of the accidents, but no evidence in reduction of total accidents or injuries. The results were generated over 100's of 1,000's of police data over 12 years. Mr. Pavlich said the Agenda Item says studies conducted in Chandler show that there is a statistically significant reduction in accidents at intersections that are photo enforced. Mr. Pavlich asked why these studies are not available on the City's website for review. Mr. Pavlich said there is a revenue component associated with the program and the goal is to reduce the number of accidents and severity. Mr. Pavlich said the program is to promote safety and not revenue but based on data this is dubious. In 2011 the former Chandler Vice Mayor Jack Sellers had the same concerns. Mr. Pavlich said Councilmember Orlando at the time questioned why the City would have to pay the operating company for unsuccessful tickets as the City would have the burden of the cost. Mr. Pavlich said Paradise Valley was forced to refund over 1,000 citations after being accused of shortening its yellow light in order to maximize red light tickets issued.

MR. PAVLICH asked if the burden and cost justifies retaining this program. Mr. Pavlich said in 2016 Chandler contracted with Redflex to operate the cameras. In 2017 Redflex settled a $20 million bribery scheme in Chicago and the former CEO was sentenced to 30 months in federal prison and ordered to pay $2 million in restitution for conspiracy to commit bribery in several states. The former Redflex Vice President also used

bribery in other states including Arizona. The City now contracts Verra Mobility which was sued in 2020 in a class action lawsuit for unfair practices that harm consumers. Mr. Pavlich asked if the City has safeguards to ensure they are not victims of predatory practices. The criteria for an actionable activation in Exhibit B is very weak and easily exploitable. These cameras are unconstitutional and violate a citizen's right to privacy and their right to face their accuser. The National Motors Association agrees with this opinion as does the Supreme Court of Missouri. Mr. Pavlich said red light cameras are prohibited in other states. The money from this contract should be used for speed readers and constitutional enforceable mechanisms that we know work.

VICE MAYOR STEWART asked if staff could provide more information to Mr. Pavlich on how the City audits companies like Verra Mobility.

MAYOR HARTKE said this topic has many that are for and against and Council would vote as they look at these issues.

COUNCILMEMBER HARRIS said there were some powerful testimonies that he would like to look further into. Councilmember Harris said he wanted to know more about how the contract came to the City. Councilmember Harris said he was concerned about the timing of the yellow lights and wanted more information. Councilmember Harris said also had concerns about a third party surveilling the citizens. Councilmember Harris said he received many emails regarding this topic with 39 in support and 4 against. Because the community seems to desire to have the program regardless of his personal beliefs Councilmember Harris would support the program.

COUNCILMEMBER LOPEZ said he understood both sides and the concerns of government overreach, but it comes down to the safety of the intersections. Councilmember Lopez said when looking at the data for Chandler specifically, it supports that the program works. Councilmember Lopez said this is another tool in the toolbox and he was not in support of expanding the program and keep the program to target intersections that are high volume or high risk.

VICE MAYOR STEWART asked if he could make an amendment to the motion.

KELLY SCHWAB, City Attorney, said there is a motion and a second that has to be voted on. A motion to amend could be made, but must have a second before it is voted on.

VICE MAYOR STEWART said he wanted to make a motion to amend to wait until more information is received regarding Councilmember Harris's questions. Vice Mayor Stewart said if this is truly about safety to amend the motion to a referendum and decide what the City feels at the next election. Vice Mayor Stewart said he would like to amend this to issue a warning first.

MAYOR HARTKE said there could only be one amendment and clarified the amendment was to have a warning go out the first time someone is cited.

VICE MAYOR STEWART said the first time someone goes through a red light they would get a warning.

MAYOR HARTKE asked if that was an acceptable amendment.

KELLY SCHWAB, City Attorney, said the original motion was to approve or not approve a contract. Ms. Schwab said her recommendation would be to vote on the original motion and then the motion for a warning would be treated separately. They are unrelated as one is about a contract and the other is about process.

VICE MAYOR STEWART said he appreciated Councilmember Harris reaching out to the community about this item, but did not think it was fair to enter those here. Vice Mayor Stewart said he invited one person to speak and those in favor had more time to speak than those who opposed. Vice Mayor Stewart said this is about safety and trust. There is a lot of concern about trust with the police and they need to do things that are transparent. The police should communicate with residents when they make a mistake and not fine them every time. Vice Mayor Stewart said there were many constitutional violations with this and would vote no on this item.

COUNCILMEMBER ROE said people have their beliefs on both sides of this subject and care deeply. Councilmember Roe said along the way police officers drifted from being peace keepers to enforcers. Councilmember Roe said there have been real efforts with Chandler's Police Department to change that with community relations and being in the community. There are many great cities that do not have this and they have safe streets. Councilmember Roe said he did not support this item.

COUNCILMEMBER ELLIS said she was thinking about someone not getting their loved ones home because someone hit them at the red light. Councilmember Ellis said she has seen it happen over and over again. It is not possible to leave here tonight thinking that this has nothing to do with safety. Councilmember Ellis said anytime they want to change behavior there has to be something to force the person to change that behavior. Councilmember Ellis said if someone knows they are only going to get a warning then there is nothing to create that change. It is imperative to think about the families that lose their loved ones at intersections. Councilmember Ellis said she would be voting yes on this item.

COUNCILMEMBER ORLANDO said he looked at this issue from the safety issue and has always done so. Councilmember Orlando said the Councilmembers should get the data and they could debate statistics all night. Councilmember Orlando asked if this was approved it is a contract.

MS. SCHWAB said yes.

COUNCILMEMBER ORLANDO said the verbs and nouns in the contract are binding.

MS. SCHWAB said yes and she was rethinking her prior statement.

COUNCILMEMBER ORLANDO said they could not change the contract and if they do vote on amendment it may not happen because the vendor may not do it.

MS. SCHWAB said Councilmember Orlando is correct. Council is voting on a contract and the process is in the contract.

COUNCILMEMBER LOPEZ said the process is in the citation done by the officer. The contract is for the vendor to send the photos and then the officer issues the citation so that process is in the City's hands.

MS. SCHWAB said she did not know the exact process is in the contract as this was an amendment to an existing contract. Ms. Schwab said if Vice Mayor Stewart wanted to proceed with the amendment for warnings to stipulate it complies with contractual obligations.

MAYOR HARTKE said the motion before Council is the contract. Mayor Hartke said he would vote yes as it is a safety issue. Mayor Hartke said he believed this would make the streets safer and it is something they owe the citizens.

VICE MAYOR STEWART asked if he could make an amendment as they have many red light cameras in their less affluent areas of the City and it is not fair.

MAYOR HARTKE said they are voting on the contract and what they do with the contract is something else. Mayor Hartke suggested Vice Mayor Stewart work with the Police Chief on changing the process as it is not an amendment to the contract.

ACTION AGENDA – MOTION AND VOTE

COUNCILMEMBER ORLANDO MOVED TO APPROVE ACTION AGENDA ITEM NO. 38 OF THE APRIL 22, 2021, CITY COUNCIL MEETING; SECONDED BY COUNCILMEMBER LOPEZ.

MOTION TO APPROVE THE CONSENT AGENDA CARRIED BY MAJORITY (5-2) VICE MAYOR STEWART AND COUNCILMEMBER ROE DISSENTING.

ACTION AGENDA

38. Agreement No. PD5-961-3521, Amendment No. 1, with American Traffic Solutions Inc., dba Verra Mobility, for Photo Enforcement
Move City Council approve Agreement No. PD5-961-3521, Amendment No. 1, with American Traffic Solutions, Inc., dba Verra Mobility, for photo enforcement, in a combined amount not to exceed $2,500,000, for the period of five years beginning April 1, 2021 through March 31, 2026.

BACKGROUND FROM COUNCIL MEMO:
The City first entered into an agreement for the photo enforcement program in February 2007. On September 24, 2015, City Council approved the renewal of this contract through March 31, 2021, with the option of up to one five-year extensions. The goal of the photo enforcement program is to reduce overall accidents and further reduce the severity of accidents that do occur. Studies conducted in Chandler show that there is a statistically significant reduction in accidents at intersections that are photo enforced. The Police Department's experience with photo enforcement as a tool to reduce accidents and increase traffic safety has been positive.

Expert witnesses will be provided by the Contractor as reasonably necessary to establish the accuracy, calibration, maintenance, repair records, technical operations, and effectiveness of the Axis photo enforcement system for contested citations. After presentation of such testimony, the City may request additional testimony from a Contractor expert witness for challenges beyond standard violation complaint appearances. Testimony by all Contractor witnesses will be provided at no additional cost to the City. In the event that this program generates positive cash flow, all funds will be used by the Police Department and Traffic Engineering for traffic safety enhancements, including signage, roadway improvements, and other items that increase traffic safety in Chandler. If the contract is terminated for convenience, the Contractor will be compensated for non-amortized costs incurred for installation. Staff and the Contractor will collaborate for a seamless transition.

UNSCHEDULED PUBLIC APPEARANCES

None.

CURRENT EVENTS

1. Mayor's Announcements

MAYOR HARTKE said Council approved the Airport Master Plan Update and would work on the Airpark Area Plan to guide future land use surrounding the airport. The City's consultant would be working with residents on input for the final recommendation to Council. There is a meeting on April 29 from 6 to 7:30 p.m. The airport is an important economic engine for the community.

2. Council's Announcements

COUNCILMEMBER HARRIS said this week is National Volunteer Week and Council surprised the winners of Chandler's Volunteer Recognition Awards. These volunteers made an incredible impact on the community over the past year. Councilmember Harris said he surprised Eram Khan with the American Muslim Women's Association for the Multitasking Maestro Award.

MAYOR HARTKE thanked Council for being involved and for getting this program started.

COUNCILMEMBER LOPEZ said volunteers are important for keeping the community engaged and making Chandler a great city.

Councilmember Lopez thanked the Public Works and Utilities department as two staff members were recognized nationally for their hard work. Tonight, Council approved a partnership with Intel that would supplement reclaimed water supplies. This supply would have many benefits and meet growing demands and enhance wildlife habitats. Councilmember Lopez thanked staff for continuing the find innovative ways to serve the community.

VICE MAYOR STEWART said he appreciated the discussion with Council on the Action Item. Vice Mayor Stewart thanked the Police Department for having a 10 year low in their most violent crimes. It is a remarkable feet despite every challenge they have faced over the last few years.

COUNCILMEMBER ROE thanked Council for their discussion. Councilmember Roe announced Sue Mayo received the Sunbeam Award for her volunteer work at AZCEND.

COUNCILMEMBER ELLIS said April is diversity month and this is a time to recognize the many cultures in Chandler. Councilmember Ellis said she recently took a tour with Kim Moyers, Cultural Development Director, of Celebration Plaza. Councilmember Ellis said former Mayor Payne is also celebrated there as the first black mayor in Arizona. Councilmember Ellis said she looked forward to continuing that legacy in Chandler and celebrate diversity and encouraged everyone to go to Celebration Plaza.

3. City Manager's Announcements

MR. WRIGHT recognized the airport staff and the Airport Commission for their work on the Airport Master Plan.

MR. WRIGHT said they have had many Council meetings this week and tomorrow would be the all-day Budget Briefing.

ADJOURNMENT: The meeting was adjourned at 7:28 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: May 13, 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 22nd day of April, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2021.

_____
City Clerk

ITEM 2

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Clerk's Office** **Memo No.** 21-009

Date:	May 13, 2021
To:	Vice Mayor and City Council
From:	Mayor Kevin Hartke
Subject:	Board and Commission Appointments

Proposed Motion:
Move City Council approve the Board and Commission appointments as recommended.

Domestic Violence Commission
Appoint Kelly Garza, Alternate for Arizona's Children Association

Health Care Benefits Trust Board
Appoint Lily Longacre

Human Relations Commission
Appoint Erika Maxwell

Public Safety Personnel Retirement Board (Police)
Appoint Jason Justus

Workers Compensation Trust Board
Appoint Lily Longacre

ITEM 3

CHANDLER arizona
Community of Innovation

City Council Memorandum City Manager's Office Memo No.

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua Wright, Acting City Manager
From: Steven Turner, Assistant to City Manager
Subject: Ordinance No. 4972 approving the sunset date change for the Citizen Bond Exploratory Committee and Subcommittees from November 2, 2021 to May 27, 2021.

Proposed Motion:

Move City Council approve Ordinance No. 4972, changing the sunset date for the termination of the Citizen Bond Exploratory Committee and Subcommittees.

Background:

The Citizen Bond Exploratory Committee and Subcommittees were formed on August 13, 2020. Between September 2020 and February 2021, the Citizen Bond Exploratory Committee and Subcommittees met several times to discuss the need for bond authorization in the areas of Public Works, Public Safety, Facilities, Airport, Information Technology, and Parks. A final recommendation to City Council was presented on February 25, 2021. The City Council will be meeting on May 27, 2021, to discuss the report provided by the Citizen Bond Exploratory Committee and the need to call for an election on November 2, 2021. No further meetings are necessary. This Ordinance will change the termination date for the Citizen Bond Exploratory Committee and Subcommittees from November 2, 2021, to June 12, 2021.

Ordinance No. 4972 was introduced and tentatively adopted on May 10, 2021.

Financial Implications:

No Financial Implications

Attachments

Ordinance No. 4972

ORDINANCE NO. 4972

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING ORDINANCE NO. 4933 FORMING A CITIZEN BOND EXPLORATORY COMMITTEE AND SUBCOMMITTEES BY CHANGING THE SUNSET DATE FOR TERMINATION OF THE CITIZEN BOND EXPLORATORY COMMITTEE AND SUBCOMMITTEES

WHEREAS, the Mayor and City Council created the Citizen Bond Exploratory Committee and Subcommittees through the adoption of Ordinance No. 4933 to promote and develop community outreach for the use of bonds for financing of City programs; and

WHEREAS, the Citizen Bond Exploratory Committee and Subcommittees presented its final recommendations to the Mayor and City Council on the use of bond financing for City programs; and

WHEREAS, the Mayor and City Council are calling a Special Election for the Chandler citizens to vote on the proposal for bond funded projects and no further meetings are of the Citizen Bond Exploratory Committee and Subcommittees are necessary; and

WHEREAS, the Mayor and City Council appreciate the time, thoughtfulness and efforts of the Citizen Bond Exploratory Committee and Subcommittees and recognize that the work conducted by the Citizen Bond Exploratory Committee and Subcommittees has ended.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, the 2020 Citizen Bond Exploratory Committee, and the subcommittees shall sunset on the effective date of this Ordinance.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of May, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona this ____ day of May, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

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

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

PUBLISHED:

ITEM 4

City Council Memorandum Communications and Public Affairs Memo No.

Date:	May 13, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager
From:	Matt Burdick, Communications and Public Affairs Director
Subject:	Resolution No. 5479 Adoption of City Council Strategic Framework for 2021-2023

Proposed Motion:

Move the City Council pass and adopt Resolution No. 5479 approving the City Council Strategic Framework for 2021-2023.

Background:

In 2019, the City Council adopted a Strategic Framework that outlined its vision, strategic policy goals and focus areas in the City of Chandler. This document also included a brand statement for the City of Chandler that was launched in conjunction with an updated look to the City logo and brand standards.

Discussion:

A City Council retreat in March 2021 reviewed and identified updates to the Strategic Framework, including updated language for the brand statement and five focus areas. An updated document was reviewed by the City Council in April 2021 to reflect the desired language and changes identified by the City Council.

Financial Implications:

None

Attachments

Resolution No. 5479

Strategic Framework 2021-2023

RESOLUTION NO. 5479

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE CITY COUNCIL STRATEGIC FRAMEWORK FOR 2021-2023.

WHEREAS, the City Council adopted a City Council Strategic Framework in 2019 that outlined its vision, brand statement, strategic policy goals and focus areas to guide policy decisions and investments in the community; and

WHEREAS, the City Council held a retreat on March 4-5, 2021, which included discussions that identified desired updates to the previously adopted City Council Strategic Framework; and

WHEREAS, the City Council held a mini-retreat on April 21, 2021, during which it reviewed the updates that were made to the City Council Strategic Framework for 2021-2023.

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

Section 1. Approves and adopts the City Council Strategic Framework for 2021-23.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 13th day of May, 2021.

ATTEST:

_____
CITY CLERK

_____
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5479 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 13th day of May, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Strategic Framework
2021-2023

CHANDLER
arizona
Community of Innovation

Message from Mayor Kevin Hartke

Council's vision is for Chandler to be a world-class City that provides an exceptional quality of life.

Through this commitment to our residents and businesses, five areas of focus emerged that drive Council's strategic planning process and objectives as we prepare for the future - economic vitality, innovation and technology, mobility, neighborhoods and quality of life.

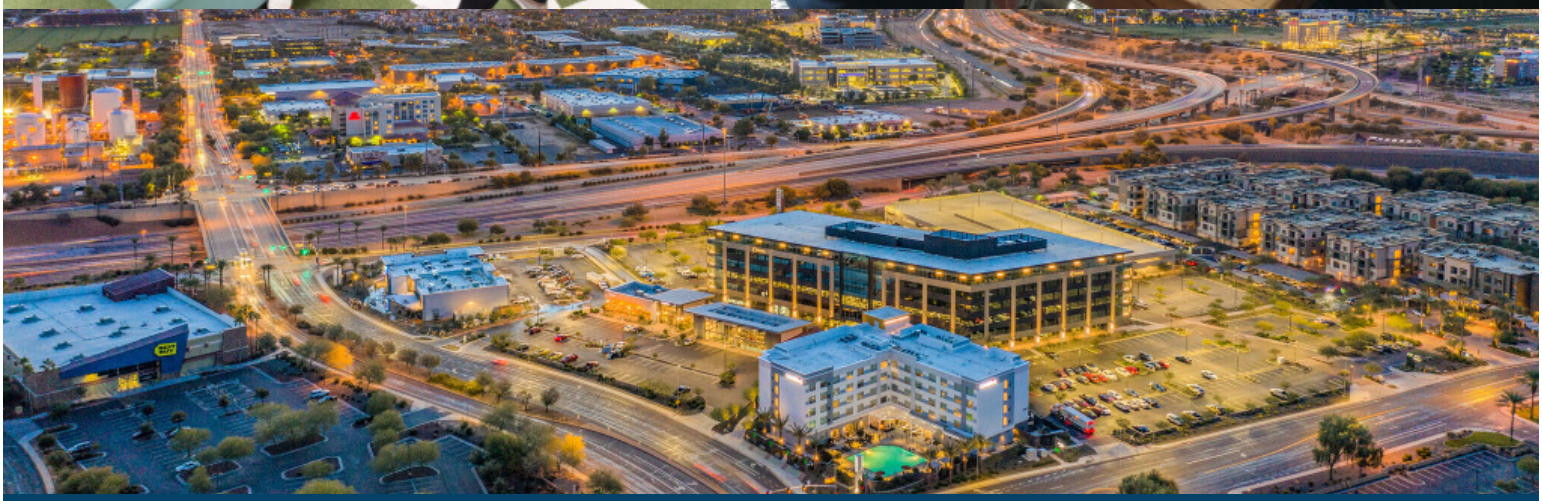
This framework is built on a foundation that celebrates Chandler's history and diversity to guide Council as we make decisions. City leadership is dedicated to ensuring a high quality of life, diverse job opportunities and safe neighborhoods that our residents value and have come to expect. Through public and private partnerships, participation at the state and national levels and constant civic engagement, we will continue to invest in the necessary improvements and changes as a community of innovation.

This is an exciting time to serve as Mayor and Councilmembers to lead the community forward with this vision and plan. I look forward to laying the groundwork from which future Councils can lead.

Sincerely,

Mayor Kevin Hartke

Back row
Councilmember Matt Orlando, Vice Mayor Mark Stewart, Councilmember OD Harris, Councilmember Terry Roe
Front row
Councilmember René Lopez, Mayor Kevin Hartke, Councilmember Christine Ellis



Our Vision

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

Our Brand

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

CHANDLER
arizona
Community of Innovation

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

Chandler has been an innovative community shaped by entrepreneurs and hometown traditions since being founded by Dr. A.J. Chandler as one of Arizona's first master-planned communities in 1912. A legacy of Chandler families and business enterprises has established a foundation for our community to build upon. Their commitment to the pursuit of opportunity and advancement of the community combined with decades of thoughtful, consistent planning and investments have transformed Chandler into the Community of Innovation we know today.

Chandler is one of the strongest economic centers in Arizona and the southwestern United States, with the talent, resources and business environment for companies to invest and grow. The presence of global companies across diverse industries draws entrepreneurs and innovators and their families from around the world, bringing rich cultural diversity and experiences celebrated in Chandler.

AAA

AAA bond rating from all three rating agencies - one of about 40 cities in the nation

Excellence in financial reporting and budgeting for more than 30 consecutive years

Five-time internationally accredited fire agency with an ISO class 1 rating

Internationally accredited police agency continuously since 1996 with forensic services lab recognized among the best in the world

Chandler's quality of life is consistently recognized nationally among the safest and most prosperous communities and best places to find a job, buy a home, rent and raise a family. Residents experience safe, inviting neighborhoods, excellent schools, abundant recreation and distinct entertainment, dining and shopping.

The City Council's Strategic Framework is rooted in community ideals and input gathered over the years. The focus areas outlined in the pages that follow detail a roadmap of priorities to guide decisions and investments to further the direction of our community in the near term and beyond.

Five-time nationally accredited public works and utilities department with innovative water management and allocation policies

Playful City USA and Tree City USA designations with parks in every square mile of residential development

Autonomous Vehicle Capital of the World - first city in the world to adopt a zoning code for autonomous vehicles

The award-winning Price Corridor hosts 45,000 jobs and is the largest of our five distinct employment corridors.

Focus Areas

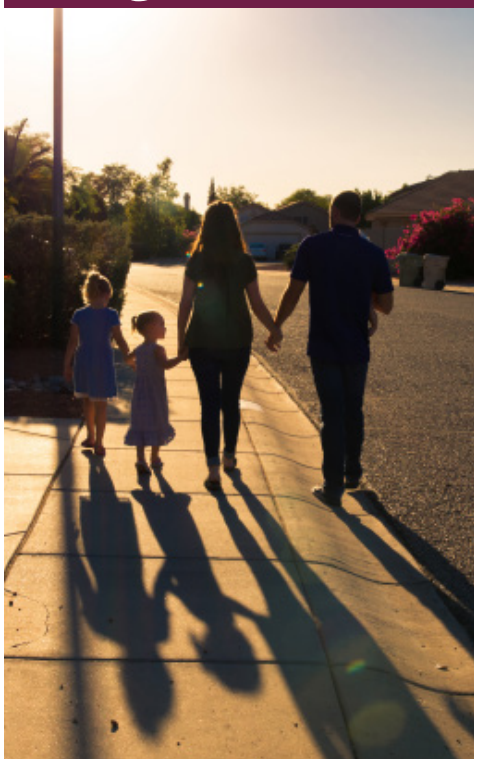
The Chandler City Council has identified five focus areas to concentrate on for the next few years to make progress toward their vision for the community. These focus areas shown here are further detailed in the pages that follow.

Economic Vitality

Innovation and Technology

Mobility

Neighborhoods



Quality of Life

Economic Vitality

Economic vitality includes the use of creative policies and marketing efforts to ensure Chandler remains a world-class community for residents, visitors and businesses. These approaches will maintain the viability of employment corridors and plan for the use of remaining unbuilt properties. Chandler offers a supportive environment for global industry leaders, exciting startups and entrepreneurs through every stage of business development. Our business climate, talented workforce and lifestyle make Chandler a destination of choice.

Strategic economic development with:

- Preservation of employment corridors and planned uses to serve as economic engines and create high-quality jobs
- Development of the Chandler Airpark into a business center served by a modern airport
- Targeted efforts that repurpose vacant retail spaces into mixed-use projects that support vitality of surrounding neighborhoods
- Unique amenities, events and experiences that attract people to Chandler
- A deliberate, calculated approach to infill, redevelopment and annexation
- Partnerships with higher education, workforce development and entrepreneurship programs to create a talent pipeline for employers

Innovation and Technology

Chandler's high-tech industries and talented workforce drive the local economy and create future opportunities. The City recognizes the importance of providing solid infrastructure and streamlined government services to support the implementation of current and future technologies. Pursuit of sustainable and smart-city initiatives advance our efforts to meet the unique needs of the community.

Embracing global technology that offers enhanced opportunities for citizens and businesses through:

- Smart, sustainable solutions that empower, engage and improve quality of life for residents, visitors and businesses
- Piloting innovative ideas to promote efficiency, productivity and connectivity
- Leveraging partnerships and alternative funding sources
- Marketing Chandler as a global destination for cutting-edge technologies and innovation
- Investing in infrastructure to drive future technological advancements

Mobility

Mobility — the ability to go places — has been essential to Chandler's success. Served by three major highways, a well-planned arterial street network, public transit and a growing airport, the foundation has been laid for Chandler to expand its multi-modal transportation offerings and further integrate new technologies to efficiently get people where they want to go. Mobility includes bicycling, autonomous vehicles, new transit modes, business aviation, traffic technologies and safety enhancements.

Forward-thinking transportation networks with:

- Multiple, integrated options to access Chandler's employment corridors
- Convenient connections to the greater East Valley region
- High-tech, multi-modal transit options for residents and visitors
- Safe, attractive and well-managed roadways and traffic systems
- Open spaces and multi-use paths connecting developments and neighborhoods
- Regional resources that maximize Chandler's ability to finance transportation projects

Neighborhoods

Chandler boasts a mixture of modern homeowner associations, mature traditional neighborhoods, apartments, condominiums and other housing types. To sustain an exceptional quality of life for Chandler residents and keep Chandler safe, clean and beautiful, the preservation and enhancement of neighborhoods is paramount.

Just as Chandler's housing options are varied, so are the approaches to ensure that all neighborhoods remain safe and vibrant. Partnerships with stakeholders including engaged residents, developers and community agencies provide opportunities to achieve this goal while maintaining each neighborhood's distinct character.

Unique and vibrant neighborhoods with:

- Services and amenities that build a community aligned with the needs of people in the surrounding area
- A holistic approach to neighborhood improvement through coordination with City departments, non-profits, business partners, faith agencies and community members
- Innovative programs that provide quality housing options for residents' diverse needs
- Well-maintained and enhanced infrastructure that promotes aesthetics, safety and community vitality

Quality of Life

Chandler's commitment to high standards has spanned generations of City leadership and resulted in the safe and beautiful community residents and businesses enjoy today. Public safety is essential to our community's quality of life. First responders protect, serve and respond to the needs of the community. Maintaining an unparalleled quality of life includes a renewed focus on arts, culture and recreation. High quality development and amenities shape the character of our neighborhoods and business centers.

Providing a safe community and an exceptional quality of life through:

- Public safety personnel, technology and training that foster supportive relationships
- High standards incorporating innovative architecture, art and landscaping elements
- Parks and open spaces with amenities catering to the demographics of the area
- Public spaces that are usable year-round and eliminate blight
- Activities and entertainment that capitalize on Chandler's culture, unique history and captivating arts and music scene
- Use of creative partnerships to provide recreational and cultural opportunities

Chandler's Firsts - timeline of innovations

1911 — Plans for the town of Chandler are drawn up

1913 — San Marcos Hotel opens

1914 — Arizona's first grass golf course opens at San Marcos Hotel

1919 — Serrano's opens a clothing store and would become Chandler's oldest continually run family-owned business

1921 — Chandler High School opens

1928 — Chandler's first airport dedicated

1932 — First Bashas' grocery store opens in today's Ocotillo neighborhood

1935 — Frank Lloyd Wright brings architecture school to Chandler for its first winter in Arizona

1957 — Chandler's first Tumbleweed Tree

1961 — Chandler Community Hospital opens

1967 — Rogers Corporation becomes Chandler's first hi-tech business

1980 — Intel opens its first Chandler plant

1989 — Chandler's first Ostrich Festival

1995 — Chandler Multicultural Festival is established by the Friends of the Chandler Public Library

2012 — Chandler celebrates its centennial

1912-2012 100 CHANDLER ARIZONA Centennial

2016 — Waymo brings its autonomous vehicles to Chandler

2017 — Rogers Corporation moves its global headquarters to Chandler

2021 — Intel announces a $20 billion expansion of semiconductor manufacturing operations at its Ocotillo campus

Digital copy available at:
ChandlerAZ.gov/StrategicFramework

CHANDLER arizona

CHANDLER arizona
Community of Innovation

City Council Memorandum City Manager's Office Memo No.

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
From: Steven Turner, Assistant to City Manager
Subject: Resolution No. 5481, Approving Allocations of the Anticipated American Rescue Plan Act (ARPA) Grant and Remaining AZCares Grant Contingencies Beginning July 1, 2021

Proposed Motion:

Move City Council approve Resolution No. 5481, allocating spending of ARPA/AZCares Grant Fund Contingency (217.1290.5911) in the amount of $43,123,751, based on capital and operating needs discussed at the April 21, 2021, City Council Strategic Micro-Retreat, by the City Council Focus Areas of Economic Vitality of $4,178,751, Innovation and Technology of $18,275,000, Mobility of $4,000,000, Quality of Life of $12,820,000, and Neighborhoods of $3,850,000, beginning July 1, 2021.

Background:

The City was notified on March 11, 2021, that it will be receiving $35,993,990 from the American Rescue Plan Act (ARPA) that must be expended by December 31, 2024. To date, the City has not received these funds, but earlier this week received an updated total anticipated of $34,560,795. That ARPA total, along with the remaining AZCares monies previously received and not yet allocated in the amount of $8,562,956, results in an anticipated total of $43,123,751 in the Grant Fund Contingency. Since the ARPA notification, an effort was undertaken to compile a list of the highest priorities for recommended use of these contingency funds consistent with City Council direction. One area of focus has been to identify where one-time investments could have the ability to directly reduce ongoing costs, thereby freeing up ongoing dollars for higher priorities.

ARPA/AZCares Grant Funded capital and operating recommendations were summarized by City Council Focus Area and discussed at the City Council Micro-Retreat on April 21, 2021. The Micro-Retreat was held prior to receiving additional detailed guidance on the allowable use of ARPA funds, which was also released by the U.S. Department of the Treasury this week. The attached list of proposed projects will be evaluated based on this additional guidance prior to individual projects coming back for Council approval. The FY 2021-22 Proposed Budget has the original estimate of $35,993,990 in ARPA funds appropriated in the Grant Fund Contingency (217.1290.5911), along with the remaining AZCares Grant that has yet to be allocated.

These grant dollars will be allocated as a general framework for targeted investment based on the City Council Strategic Framework focus areas; individual projects will be brought before the City Council for consideration consistent with the City's procurement rules and ARPA guidelines.

Attachments

Resolution No. 5481
AZCares/ARPA Funding Recommendations

RESOLUTION NO. 5481

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING ALLOCATIONS OF THE ANTICIPATED AMERICAN RESCUE PLAN ACT (ARPA) GRANT AND REMAINING AZCARES GRANT CONTINGENCIES BEGINNING JULY 1, 2021.

WHEREAS, the State of Arizona authorized and implemented the AZCares Fund Program to assist local governments through the allocation of the federal CARES Act funds received through the State; and

WHEREAS**,** the AZCares Program funds are designed to address local governments' unforeseen financial needs and risks created by the COVID-19 public health emergency; and

WHEREAS**,** there are still remaining AZCares Program funds that are to be allocated as outlined by the Mayor and Council in their Strategic Micro-retreat held on April 21, 2021: and

WHEREAS**,** the ARPA Program funds are also designed to address local governments' financial needs created by the COVID-19 public health emergency; and

WHEREAS**,** the ARPA Program funds and AZCares Program funds in the Grant Fund Contingency are to be allocated as discussed by the Mayor and Council in their Strategic Micro-retreat held on April 21, 2021 and as generally outlined in Exhibit A, by the City Council Focus Areas of Economic Vitality of $4,611,946, Innovation and Technology of $18,275,000, Mobility of $4,000,000, Quality of Life of $12,820,000, and Neighborhoods of $3,850,000, with $1,000,000 remaining in Contingency, beginning July 1, 2021; and

WHEREAS, the City of Chandler must comply with the certain terms and conditions for the receipt of the funds.

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

Section 1. That the Acting City Manager, or his designee, is authorized and approved to enter into any grant agreement with the Federal Government for the ARPA Program funds to address financial needs created by the COVID-19 public health emergency.

Section 2. That the Acting City Manager, or his designee, is authorized and approved to take all appropriate action necessary to receive the ARPA Program funds including but not limited to: (a) submit all documents, information, plans, and materials required by a grant agreement; and (b) disburse the ARPA Program funds made available to the City of Chandler as authorized under any grant agreement.

Section 3. That the ARPA Program funds and AZCares Program funds totaling $44,556,946 in the Grant Fund Contingency are to be allocated as discussed by the Mayor and Council in their Strategic Micro-retreat held on April 21, 2021 and as generally outlined in Exhibit A, by the City Council Focus Areas of Economic Vitality of $4,611,946, Innovation and Technology of $18,275,000, Mobility of $4,000,000, Quality of Life of $12,820,000, and Neighborhoods of $3,850,000, with $1,000,000 remaining in Contingency, beginning July 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Chandler, Maricopa County, Arizona, this 13th day of May, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5481 as duly passed and adopted by the City Council of the City of Chandler, at a regular meeting held on the 13th day of May, 2021, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

AZCARES/ARPA Funding Recommendations

CHANDLER arizona

Economic Vitality

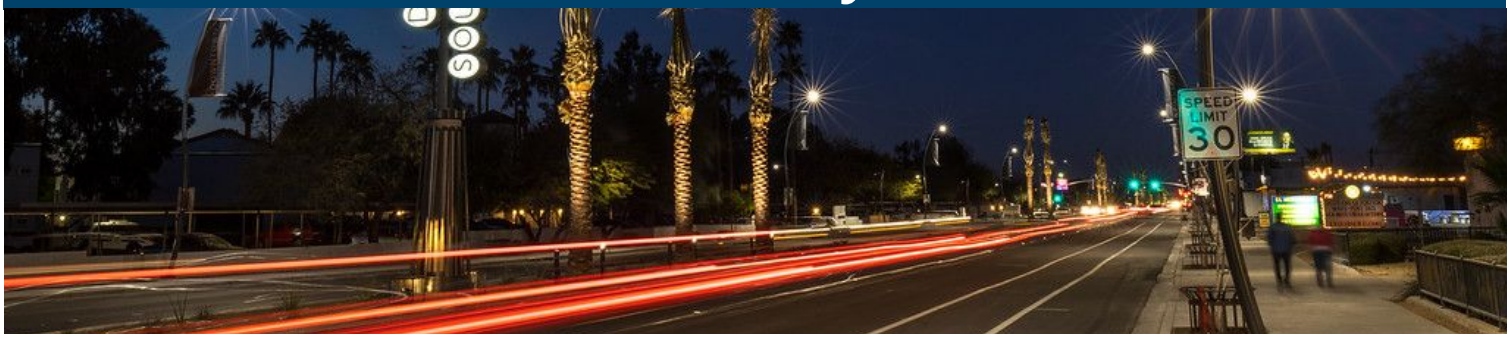
Project	Department	Project Cost	Ongoing Costs	Ongoing Savings	Notes
Angel Investing Initiative	Economic Development	$300,000			Identifying, educating and activating potential angel investors within Chandler to support the capital raise of start up companies in the ecosystem
Tourism Recovery Program	Economic Development	$200,000			Marketing and promotion tool to aid the recovery of our hospitality industry through a targeted marketing campaign directed at meeting and event planners
Strategic Economic Development Infrastructure	Public Works	$3,678,751			Infrastructure tied to strategic Economic Development projects
Total		**$4,178,751**			

Innovation and Technology

Project	Department	Project Cost	Ongoing Costs	Ongoing Savings	Notes
One Time Professional Services Cost	IT	$3,100,000			Professional services to augment technical and project management staff to complete project backlog
Fiber*	IT	$4,000,000			Fiber network replacements and expansions
LED Street Light Upgrade*	Public Works	$11,175,000		$673,000	Accelerating current CIP project to be completed within three years
Total		**$18,275,000**		**$673,000**	

* Signifies General Fund impact in whole or part

Mobility



Project	Department	Project Cost	Ongoing Costs	Ongoing Savings	Notes
TMC Video Management System Upgrade	Transportation	$500,000			Allows staff to connect to more traffic cameras which will provide improved efficiency for staff, quicker response times
Traffic Signal CCTV Cameras*	Transportation	$240,000			Purchase and installation of CCTV cameras for an additional 64 signalized intersections
Traffic Signal Detection Cameras*	Transportation	$2,630,000			Purchase and installation of vehicle and bicyclist detection cameras to complete Citywide upgrade
TMC Video Wall Monitor and Work Station Upgrades	Transportation	$50,000			Replace all nine video wall monitors and update workstations
Replace Pedestrian LED Indications	Transportation	$125,000			Replace pedestrian indications citywide
Communication to Pedestrian Traffic Signals	Transportation	$30,000			Wireless communication devices to allow the TMC to connect to the pedestrian/bicyclist signals along canal paths
Tablets	Transportation	$25,000			Purchase tablets and software to allow staff to access electronic plans in the field to make notes and corrections
Protected Bike Lane Railing (per linear mile)	Transportation	$250,000			Provides physical barrier for bike lanes
First Mile/Last Mile Pilot Expansion	Transportation	$150,000			Expand the service area of the First Mile pilot beyond South Chandler
Total		**$4,000,000**			

* Signifies General Fund impact in whole or part

Quality of Life

Project	Department	Project Cost	Ongoing Costs	Ongoing Savings	Notes
Snedigar Sportsplex Synthetic Field Conversion	Community Services	$5,000,000		$21,000	Four multipurpose fields converted to turf. Improved field conditions and may increase revenues due to higher rental dues for artificial fields
Dobson Park Irrigation Renovation	Community Services	$750,000		$3,000	Complete replacement of irrigation system. Will result in less staff time needed for repairs at Dobson Park
Mesquite Groves Leak Detection & Repair	Community Services	$400,000			Detect & repair leak within pump room
Police Training, Equipment, & Facility Needs	Police	$1,200,000			Replacement and upgrades for facility, equipment software, and trainings
Early Hire Police Positions	Police	$3,800,000	$1,372,000		New police positions including ongoing costs (Fund one-time for two years)
Police Hiring Incentives	Police	$750,000			Hiring incentives for police laterals, recruits, detention officers, and dispatchers (One-time funding for up to three years)
Remote Police Testing	Police	$30,000			Provide electronic testing for new police hires through the national testing network with the City paying testing fee (Funding for up to three years)
National Recruitment Campaign	HR	$500,000			Hire professional services to market Chandler
Fire Training & Equipment	Fire	$340,000		$15,000	Replacement of Hazmat & Technical Rescue Team equipment. Purchase of firefighter gear extractors and dryers at all 11 Fire Stations and Public Safety Training Center
Diversity Events & Marketing	Neighborhood Resources	$50,000			Promote City's diversity, equity, and inclusion for events and programs
Total		**$12,820,000**	**$1,372,000**	**$39,000**	

Neighborhoods

Project	Department	Project Cost	Ongoing Costs	Ongoing Savings	Notes
Homeless Services & Prevention	Neighborhood Resources	$787,000			Weather relief, storage, diversion funding, hotel stays, regional emergency shelter, etc.
Veterans Services & Program Space	Neighborhood Resources	$100,000			Services and program space
Transitional Housing	Neighborhood Resources	$900,000			Save the Family, TBRA Apprenticeship program, etc.
Affordable Housing	Neighborhood Resources	$200,000			Housing locator, landlord initiatives, move-in assistance, CARES Team, etc.
Neighborhood Response	Neighborhood Resources	$113,000			Demolition funds and encampment clean-up
Nonprofit Assistance	Neighborhood Resources	$1,500,000			Nonprofit assistance allocations
Neighborhood Intervention Program	Neighborhood Resources	$250,000			Multi-departmental pilot program to address socioeconomically challenged neighborhoods
Total		**$3,850,000**			

Funding Summary		One-Time	Ongoing	
		Totals	Costs	Savings
Potential Outside Funding				
AZCares Contingency	$8,562,956			
ARPA Anticipated	$34,560,795			
Total Resources		$43,123,751		
Recommended Projects				
Economic Vitality	($4,178,751)			
Innovation and Technology	($18,275,000)			$673,000
Mobility	($4,000,000)			
Quality of Life	($12,820,000)		($1,372,000)	$39,000
Neighborhoods	($3,850,000)			
Total Projects		($43,123,751)		
Other				
PSPRS $8.3 Addl GF Payment				$660,000
Remaining Outside Funding/Totals		**$0.00**	**($1,372,000)**	**$1,372,000**

	FY 2021-22	Future
General Fund Balance Replenished Due to Outside Funding	$3,359,400	$11,955,100

CHANDLER arizona
Community of Innovation

City Council Memorandum **Government Relations & Transportation Policy** **Memo No.** CP21-139

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Ryan Peters, Government Relations and Policy Manager
Andrew Goh, Capital Projects Manager
From: Daniel Haskins, Engineer
Subject: Job Order Project Agreement No. ST1613.402, with Nesbitt Contracting Company, Inc., for the American Disabilities Act Project Upgrades, Phase II

Proposed Motion:

Move City Council award Job Order Project Agreement No. ST1613.402 to Nesbitt Contracting Company, Inc., Pursuant to Job Order Master Agreement No. JOC1907.401, for the American Disabilities Act Project Upgrades, Phase II, in an amount not to exceed $839,992.28.

Background/Discussion:

The Federal Americans With Disabilities Act (ADA) requires cities to complete a self-evaluation and transition plan that identifies and makes recommendations to correct programmatic, building, and infrastructure obstacles that prevent full access to City programs and services by individuals with disabilities.

This project removes the obstacles in the downtown area that were in the City's 2015 ADA Self Evaluation and Transition Plan. The work will correct the ADA issues on Boston Street between Washington Street and Delaware Street, Washington Street between Boston Street and Chicago Street, and on Chicago Street between Washington Street and Delaware Street.

The project scope of work consists of removal and replacement of curb and gutter, valley gutter, ADA ramps, sidewalk, asphalt pavement, catch basins, pavers, and coordination with utility companies. The contract completion time is 120 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

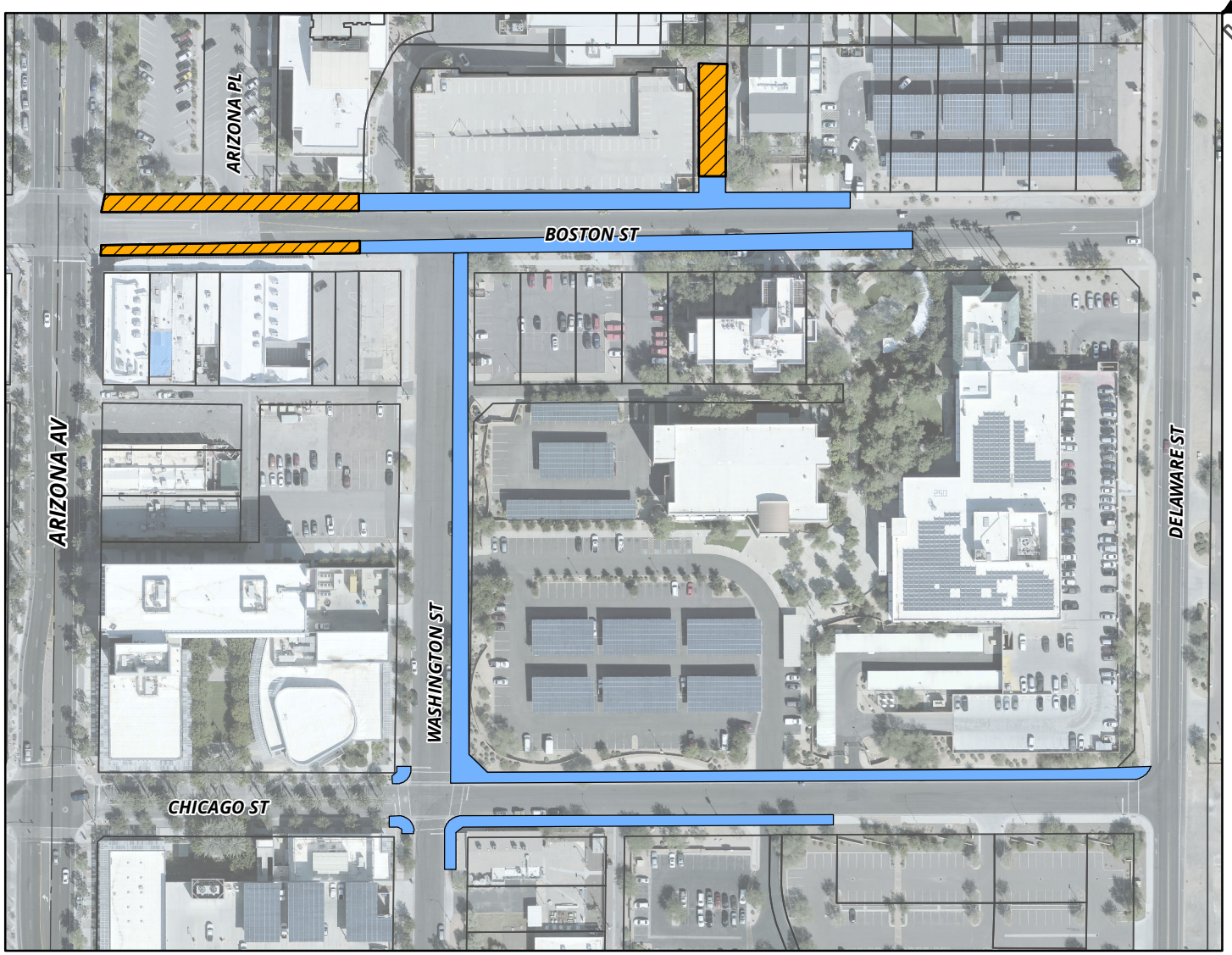
Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6517.6ST707	General Government	ADA Upgrades	$839,992.28	Y

Attachments

Location Map
Contract

AMERICANS WITH DISABILITIES ACT (ADA) PROJECT UPGRADES PROJECT NO. ST1613



MEMO NO. CP21-139

ADA PROJECT UPGRADES, PHASE I - COMPLETED

ADA PROJECT UPGRADES, PHASE II

NTS

ChanGIS

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CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Project Name: **AMERICAN DISABILITIES ACT PROJECT UPGRADES, PHASE II**

Project No. **ST1613.402**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Nesbitt Contracting Co., Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1907.401 ("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 11, 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 remove the obstacles in the downtown area that were in the City's 2015 ADA Self Evaluation and Transition Plan. The work will correct the ADA issues on Boston Street between Washington Street and Delaware Street, Washington Street between Boston Street and Chicago Street, and Chicago Street between Washington Street and Delaware Street. 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 **AMERICAN DISABILITIES ACT PROJECT UPGRADES, PHASE II**, Project Number **ST1613.402**. The scope of work consists of removing the obstacles in the downtown area that were in the City's 2015 ADA Self Evaluation and Transition Plan. The work will correct the ADA issues on Boston Street between Washington Street and Delaware Street, Washington Street between Boston Street and Chicago Street, and Chicago Street between Washington Street and Delaware Street. , 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 **$839,992.28** 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 **120** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Project Manager: Paul Ahlas	
	Phone:	480-782-3328
	Email:	Paul.ahlas@chandleraz.gov
JOC CONTRACTOR:	Nesbitt Contracting Co., Inc.	
	100 S. Price Rd. Tempe, AZ 85281	
	JOC Contractor Representative: Joe Chavez	
	Phone:	602-339-5367
	Email:	joechavez@nesbitts.com

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"
CITY OF CHANDLER:

MAYOR 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"
Nesbitt Contracting Co., Inc.:

Signature 4/20/21
Date

Joe Chavez
Print Name

President
Title

ATTEST: If Corporation

Secretary Joe Chavez

ADDRESS FOR NOTICE

Nesbitt Contracting Co., Inc.

100 S. Price Rd.

Tempe, AZ 85281

EXHIBIT A
SCOPE OF WORK

Nesbitt Contracting Co., Inc.
100 S. Price Road, Tempe, AZ 85281

PHONE: (480) 423-7600
FAX : (480) 423-7680

EQUAL OPPORTUNITY EMPLOYER

GENERAL ENGINEERING CONTRACTOR
LICENSE NO: ROC074063A

April 15, 2021

Dan Haskins, P.E.
Project Manager
Public Works & Utilities
City of Chandler
215 E Buffalo Street, Suite 101
Chandler, AZ 85244-4008

Reference: ADA Project Upgrades Phase II
Project No. ST1613.402

Dan,

Nesbitt Contracting Co., Inc. presents this package as our price proposal to perform the ADA Project Upgrades Phase II. Our proposal is based on the provided technical specifications and plans dated February 24, 2021 and sent to Nesbitt Contracting Co. on April 2, 2021.

The proposed work consists of City of Chandler ADA upgrades constructed in a single phase, including removing and replacing existing driveways, sidewalk, ADA ramps, curb and gutter, valley gutter, aprons, brick pavers, and lighting foundations. Additional items of work include misc. electrical relocation and installation of pavement striping and project signage.

This pricing package contains the following documents:

- Exhibit A - Scope of Work
- Exhibit B - JOC Cost Proposal Summary Sheet
- Job Order Cost Proposal

We are pleased with the opportunity to provide pricing on this scope of work.

Sincerely,

Michael Monoscalco

Michael Monoscalco
Project Manager
Nesbitt Contracting Co., Inc

NESBITT CONTRACTING CO., INC.
PHONE (480) 423-7600
FAX (480) 423-7680
EQUAL OPPORTUNITY EMPLOYER
GENERAL ENGINEERING CONTRACTOR
100 S. PRICE ROAD, TEMPE, AZ 85281-3118
LICENSE NO. ROC074063A

Exhibit A
Scope of Work

JOC must perform the following project tasks which includes the removal and replacement of the following:

- Existing driveways
- Sidewalk
- ADA ramps
- Curb and gutter
- Valley gutter & aprons
- Brick pavers
- Lighting foundations.
- Additional items of work include miscellaneous electrical relocation and installation of pavement striping and project signage

Thanks,
Mike Monoscalco
480-650-8054

EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"

JOB ORDER COST PROPOSAL
SUMMARY SHEET

Negotiated Prices				
	Price of Subcontractor(s)		$	-
	Price of Subconsultant(s)		$	-
	General Conditions		$	-
	Preconstruction Labor (if applicable)		$	-
	Construction Labor (if applicable)		$	661,554.30
	SUBTOTAL (NEGOTIATED PRICES):		**$**	**661,554.30**
Overhead and Profit (Coefficient per Job Order Master Agreement)		**0.08**	**$**	**52,924.34**
	TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**714,478.64**
Insurance, Bonds, & Taxes				
	Sales Tax Percentage (Current Tax Rate)	**5.07%**	$	36,224.07
	General Liability Insurance Percentage (Actual Cost per Job Order)		$	-
	Builder's Risk Insurance Percentage (Actual Cost per Job Order)		$	-
	Payment Bond (Actual Cost per Job Order)	*0.01*	$	7,144.79
	Performance Bond (Actual Cost per Job Order)	*0.01*	$	7,144.79
	SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**50,513.64**
	COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**764,992.28**
City's Allowance			**$**	**75,000.00**
	TOTAL JOB ORDER:		**$**	**839,992.28**

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.

CITY OF CHANDLER, ARIZONA

ADA PROJECT UPGRADES PHASE II

PROJECT NO. ST1613.402

JOB ORDER COST PROPOSAL

SPEC. ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	CONSTRUCTION SURVEYING AND LAYOUT	LS	1	$18,066.97	$18,066.97
2	EROSION CONTROL (SWPPP PREPARATION, INSTALLATION, MAINTENANCE AND REMOVAL	LS	1	$4,215.63	$4,215.63
3	MOBILIZATION / DEMOBILIZATION	LS	1	$21,074.86	$21,074.86
4	REMOVAL TREE, DIAMETER > 12 IN	EA	1	$942.96	$942.96
5	CLEARING AND GRUBBING	LS	1	$8,885.57	$8,885.57
6	SUBGRADE PREPARATION	SY	596	$29.73	$17,719.08
7	AGGREGATE BASE	SY	596	$31.53	$18,791.88
8	ASPHALTIC CONCRETE PAVEMENT (3 INCH SURFACE COURSE, A-19 EVAC)	SY	596	$91.07	$54,277.72
9	VERTICAL CURB & GUTTER, TYPE A, H=6 IN, MAG DET 220-1	LF	578	$46.91	$27,113.98
10	SINGLE CURB, TYPE A, MAG DET 222	LF	215	$41.51	$8,924.65
11	CONCRETE HEADER	LF	45	$55.37	$2,491.65
12	CONSTRUCT SIDEWALK, MAG STD DTL 230	SF	11,185	$10.01	$111,961.85
13	CONSTRUCT INTEGRALLY COLORED SIDEWALK PER MAG STD DTL 230. MATCH EXISTING COLOR	SF	183	$24.40	$4,465.20
14	CONCRETE CURB RAMP WITH DETECTABLE WARNING, COC DET C257, MODIFIED WIDTH PER PLANS	EA	8	$3,532.72	$28,261.76
15	CONCRETE CURB RAMP WITH DETECTABLE WARNING, COC DET C-258, MODIFIED WIDTH PER PLANS, SINGEL RAMP	EA	5	$3,320.25	$16,601.25
16	CONCRETE CURB RAMP WITH DETECTABLE WRNING, COC DET C-257	EA	1	$2,964.51	$2,964.51
17	CONCRETE CURB RAMP WITH DETECTABLE WARNING, COC DET C-258, MODIFIED WIDTH PER PLANS, DUAL RAMP	EA	2	$2,964.53	$5,929.06
18	CONSTRUCT CURB RAMP WITH DETECTABLE WARNING, COC DET C-257, MODIFIED PER SHEET D101	EA	1	$2,964.51	$2,964.51
19	CONSTRUCT CONSTRUCT ADA RAMP WITH DETECTABLE WARNING, PER MAG STD DTL 236-1 (MODIFIED TO 20' RETURN), SINGLE RAMP	EA	2	$2,964.53	$5,929.06
20	CONSTRUCT ADA RAMP WITH DETECTABLE WARNING, PER MAG STD DTL 236-5 (MODIFIED TO 20' RETURN), SINGLE RAMP	EA	2	$2,964.53	$5,929.06
21	RETRO FIT EXISTING RAMP WITH DETECTABLE WARNING SURFACE PER DTL 4 SHT D106	EA	1	$1,496.34	$1,496.34
22	DETECTABLE WARNING STRIP	SF	270	$39.00	$10,530.00
23	REMOVE AND RESET EXISTING BRICK PAVERS PER SPECIFICATIONS AND COC STD DTL C236 (PEDESTRIAN AND VEHICULAR)	SF	254	$12.04	$3,058.16
24	REMOVE AND SALVAGE EXISTING PAVERS	SF	31	$18.07	$560.17
25	CONSTRUCT CONCRETE DRIVEWAY ENTRANCE PER COC STD DTL C-259	SF	292	$26.93	$7,863.56
26	CONCRETE APRON AND VALLEY GUTTER,MAG DET 240	SF	2,981	$16.58	$49,424.98
27	ADJUST MANHOLE FRAME AND COVER, MAG DET 422	EA	2	$662.46	$1,324.92
28	ADJUST WATER VALVE BOX & COVER, MAG DET 391-1 AND COC DET C-307	EA	11	$542.01	$5,962.11
29	ADJUST GAS VALVE BOX AND COVER , MAG DET 391 AND COC DET C-307	EA	1	$602.23	$602.23
30	REMOVE ASPHALTIC CONCRETE PAVEMENT / BRICK PAVERS	SY	571	$17.56	$10,026.76
31	REMOVE CONCRETE CURB & GUTTER	LF	738	$9.76	$7,202.88
32	REMOVE CONCRETE SIDEWALK	SF	14,087	$3.55	$50,008.85
33	REMOVE CONCRETE DRIVEWAY	SF	330	$7.55	$2,491.50
34	REMOVE VALLEY GUTTER	SF	3,577	$4.86	$17,384.22
35	REMOVE AND RELOCATE STREET LIGHT POLE / EQUIPMENT	EA	1	$8,678.17	$8,678.17
36	REMOVE AND REINSTALL SIGN	EA	4	$361.34	$1,445.36
37	TRAFFIC CONTROL	LS	1	$54,200.92	$54,200.92
38	OFF DUTY UNIFORMED LAW ENFORCEMENT OFFICER (ALLOWANCE)	HR	100	$78.29	$7,829.00
39	DECOMPOSED GRANITE (TO MATCH EXISTING)	SF	7,139	$1.20	$8,566.80
40	LANDSCAPE / IRRIGATION RESTORATION	LS	1	$22,145.58	$22,145.58
41	REMOVE AND RELOCATE LANDSCAPE LIGHTING	EA	7	$271.00	$1,897.00
42	REMOVE STRIPING	LF	1,170	$4.34	$5,077.80
43	4 INCH WHITE TRAFFIC PAINT STRIPE	LF	300	$0.60	$180.00
44	4 INCH WHITE THERMOPLASTIC STRIPE	LF	1715	$0.96	$1,646.40
45	PERFORATED SIGN POST	EA	6	180.67	$1,084.02
46	PERFORATED SIGN POST FOUNDATION	EA	6	$240.89	$1,445.34
47	APS LIGHTING JUNCTION BOX (CONTRACTOR SUPPLIED AND INSTALLED)	EA	1	$1,176.76	$1,176.76
48	REMOVE AND RECONSTRUCT EXISTING ACCESS & SIDEWALK OVER CATCH BASIN	EA	1	$5,503.01	$5,503.01
49	RELOCATE FIRE HYDRANT	EA	1	$4,537.68	$4,537.68
51	RELOCATE AND ADJUST EXISTING JUNCTION BOX TO GRADE	EA	1	$511.90	$511.90

CITY OF CHANDLER, ARIZONA

ADA PROJECT UPGRADES PHASE II

PROJECT NO. ST1613.402

JOB ORDER COST PROPOSAL

SPEC. ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
52	REMOVE EXISTING PULL BOX	EA	1	$180.67	$180.67
				NEGOTIATED PRICES FOR CONSTRUCTION LABOR	**$661,554.30**

ARIZONA STATUTORY PERFORMANCE BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

Project # Bond No. 107390939

KNOW ALL MEN BY THESE PRESENTS

That, NESBITT CONTRACTING CO., INC. (hereinafter called Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (hereinafter Surety), a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of HARTFORD 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 (hereinafter Obligee) in the amount of EIGHT HUNDRED THIRTY-NINE THOUSAND, NINE HUNDRED NINETY-TWO & 28/100--- Dollars ($839,992.28), 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 _____, 2021, to construct and complete certain work described as

AMERICAN DISABILITIES ACT PROJECT UPGRADES PH II PROJECT #ST1613.402

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 said 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 shall 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 agreement.

The prevailing party in suit on this bond shall recover as a part of his judgment such reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 20TH day of APRIL, 2021.

NESBITT CONTRACTING CO., INC.
Principal (Seal)
By: _____
Title: Joe Chavez, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety (Seal)
By: _____
WILLIAM J. PASSEY Attorney-in-Fact

Agency of Record:
PASSEY-BOND CO., INC.
P.O. BOX 819
MESA AZ 85211
480-969-2291

Approved by Arizona Department of Administration – Effective 9/30/92

ARIZONA STATUTORY PAYMENT BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

Project # Bond No. 107390939

KNOW ALL MEN BY THESE PRESENTS

That, NESBITT CONTRACTING CO., INC. (hereinafter called Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (hereinafter Surety), a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of HARTFORD 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 (hereinafter Obligee) in the amount of EIGHT HUNDRED THIRTY-NINE THOUSAND, NINE HUNDRED NINETY-TWO & 28/100--- Dollars ($839,992.28), 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 21, to construct and complete certain work described as

AMERICAN DISABILITIES ACT PROJECT UPGRADES PH II PROJECT #ST1613.402

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 said Principal promptly pays all monies 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 the contract, this 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 shall 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 agreement.

The prevailing party in suit on this bond shall recover as a part of his judgment such reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 20TH day of APRIL, 20 21.

NESBITT CONTRACTING CO., INC.
Principal (Seal)

By: _____

Title: Joe Chavez, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety (Seal)

By: _____
WILLIAM J. PASSEY Attorney-in-Fact

Agency of Record:

PASSEY-BOND CO., INC.
P.O. BOX 819
MESA AZ 85211
480-969-2291

Approved by Arizona Department of Administration – Effective 9/30/92

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **WILLIAM J PASSEY** of **Mesa** **Arizona** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20TH** day of **APRIL** , **2021**

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, JOHN A. GREENE, Director of Insurance of the State of Arizona, do hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Domiciled in Connecticut
NAIC NO. 31194

is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the business of:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

insurance within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute § 20-217 (C) states:

> ***A Certificate of Authority** remains the property of the State of Arizona. Upon termination at the request of the insurer or revocation by the Director of Insurance, the insurer shall immediately deliver the Certificate of Authority to 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 July 1, 1997.

John A. Greene
Director of Insurance

E146 (01/97)

301807 **000843**

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **AMERICAN DISABILITIES ACT PROJECT UPGRADES, PHASE II**
Project No.: **ST1613.402**

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: **AMERICAN DISABILITIES ACT PROJECT UPGRADES, PHASE II**
Project No.: **ST1613.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **ST1613.402** 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 **Community Services** **Memo No.** CS21-033

Date:	May 13, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Andy Bass, Community Services Director
From:	Rachelle Kuzyk, Library Manager
Subject:	Purchase of Security Services

Proposed Motion:

Move City Council approve the purchase of security services from Universal Protection Service, dba Allied Universal Security Professionals, utilizing State of Arizona Contract No. ADSPO18-207131, in the amount of $165,000, and authorize the City Manager or designee to sign linking agreement with Universal Protection Service, dba Allied Universal Security Professionals.

Background/Discussion:

The Chandler Public Library has contracted with Allied Universal Security Professionals for unarmed security services since May, 2020. Uniformed security presence has a direct impact on the Library's ability to provide a safe, approachable and inviting environment. Security officers patrol areas that staff cannot efficiently or frequently monitor, such as the building exterior, bathrooms, and alcoves. The uniformed presence also serves as a deterrent for crimes of opportunity, such as theft or vandalism.

In addition to security services for the Chandler Public Library, the Pecos Surface Water Treatment Plant (SWTP), located at 1475 E. Pecos Road, also uses this security contract to prevent access to the facility. Pecos SWTP must maintain a high degree of site security to prevent access to the facility by unauthorized parties. Security coverage of Pecos SWTP is during the daytime hours each day.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for security services. The City has a current Intergovernmental Agreement with the State of Arizona that permits the cooperative use of the State's contracts. The City of Chandler has an existing linking agreement with Universal Protection Service, dba Allied Universal Security Professionals for cooperative use under this contract. Staff reviewed vendors on the State of Arizona Contract for armed/unarmed security services. Universal Protection Service, dba Allied Universal Security Professionals, was selected because of costs, experience and knowledge of Library and Pecos SWTP. It has been verified with the State that the State's contract will be extended through July 11, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3830.5219.0.0.0.	Water Operating Fund	N/A	$65,000	N

101.4310.5219.0.0.0	General Fund	N/A	$100,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No.

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
From: Kim Moyers, Cultural Development Director
Subject: Resolution No. 5473 authorizing a Development Agreement between Specht Commercial Properties, LLC, and the City of Chandler for the sale and redevelopment of City-owned real property located at 51 E. Boston Street; and introduction and tentative adoption of Ordinance No. 4971, adopting the provisions of a Purchase Agreement between Specht Commercial Properties, LLC, and the City of Chandler for the sale of 51 E. Boston Street, and authorizing the City Manager to sign all related documents as approved by the City Attorney.

Proposed Motion:

Resolution No. 5473
Move City Council pass and adopt Resolution No. 5473 adopting the provisions of a Development Agreement between Specht Commercial Properties, LLC, and the City of Chandler for the sale and redevelopment of City-owned real property located at 51 E. Boston Street.

Ordinance No. 4971
Move City Council introduce and tentatively adopt Ordinance No. 4971, adopting the provisions of a Purchase Agreement between Specht Commercial Properties, LLC, and the City of Chandler for the sale of 51 E. Boston Street, and authorizing the City Manager to sign all related documents as approved by the City Attorney.

Background:

51 E. Boston Street is located in Downtown Chandler on the east side of Arizona Avenue. The property is currently vacant and owned by the City.

On December 1, 2020, a Request for Proposal (RFP) was issued for 51 E. Boston Street. The RFP outlined preferred specifications including experience, financial strength, enhancement of the downtown community, and the ability to act as a destination driver. A total of 5 proposals were submitted and vetted through an evaluation committee. Staff brought the recommendations to City Council in an Executive Session on March 22, 2021. City Council directed staff to negotiate a Development Agreement with Specht Commercial Properties, LLC, for the sale of 51 E. Boston Street.

Per the Development Agreement, Specht Commercial Properties, LLC, will purchase the property for the appraised value of $460,000 and must operate a live comedy entertainment venue that may include, but is not limited to, live performances, classes, training, and sales of food, beverages, and merchandise incidental to live comedy entertainment for a term of at least five years. Furthermore, Specht Commercial Properties, LLC, must complete all improvements and begin operation of its live

comedy entertainment venue no later than December 31, 2021.

Financial Implications:

Specht Commercial Properties, LLC, will purchase 51 E. Boston Street for the appraised value of $460,000, the proceeds of which will be deposited in the General Fund, Sale of Property Account (101.0000.4620).

Attachments

Resolution No. 5473

Development Agreement - Specht

Ordinance No. 4971

Purchase Agreement for 51 E. Boston

RESOLUTION NO. 5473

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN SPECHT COMMERCIAL PROPERTIES, LLC AND THE CITY OF CHANDLER FOR THE SALE AND REDEVELOPMENT OF CITY-OWNED REAL PROPERTY LOCATED AT 51 E. BOSTON STREET.

WHEREAS, the City owns certain real property in its downtown area located at 51 East Boston Street (the "Property"); and

WHEREAS, the Property is located in the City's "Chandler Redevelopment Area" established pursuant to Resolution No. 1180 and in the City's Central Business District established pursuant to Resolution No. 4646; and

WHEREAS, the Property was acquired by the City as part of its plan to redevelop and revitalize the downtown area of the City as described in the Chandler Redevelopment Area Plan; and

WHEREAS, the City issued Request for Proposal CM1-925-4276 (the "RFP") on December 1, 2020 for the purpose of seeking proposals from commercial developers for the redevelopment of the Property in ways that would have a tangible and measurable social, cultural, and economic impact to the City and the community; and

WHEREAS, Specht Commercial Properties, LLC (the "Developer") submitted a proposal to build improvements and use the Property for a live-entertainment venue in a way that the City finds will contribute to the City's goals of redevelopment and revitalization within the City's downtown area; and

WHEREAS, the City finds that redevelopment of the Property will result in significant direct and indirect benefits accruing to the City and the general public, including, without limitation, (i) increasing transaction privilege tax revenues and other revenues to the City, (ii) increasing the City's employment base, (iii) stimulating further economic development, (iv) promoting the redevelopment of other properties within the City's downtown and (v) otherwise improving or enhancing the economic welfare of the residents of the City; and

WHEREAS, the Development Agreement, a copy of which is attached as Exhibit A to this resolution (the "Development Agreement"), is intended to ensure that the Developer will develop and use the Property consistent with the Developer's proposal in response to the RFP; and

WHEREAS, the City finds that this Development Agreement is consistent with the City's general plan, as defined in Ariz. Rev. Stat. § 9-461, applicable to the Property on the date the Development Agreement is executed; and

WHEREAS, the City is authorized to enter into development agreements relating to property under Ariz. Rev. Stat. § 9-500.05.

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

Section 1. Approving the Development Agreement between the City of Chandler and Specht Commercial Properties, LLC, in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Authorizing the Mayor or his designee to execute the Development Agreement.

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

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5473 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of May, 2021, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

When recorded, return to:
Chandler City Attorney's Office
City of Chandler
Post Office Box 4008, Mail Stop 602
Chandler, Arizona 85244
Attn.: Thomas Allen

DEVELOPMENT AGREEMENT

CITY OF CHANDLER,
an Arizona municipal corporation

and

SPECHT COMMERCIAL PROPERTIES, LLC
an Arizona limited liability company

Approved by the Chandler City Council on _____, 2021

DEVELOPMENT AGREEMENT

This development agreement (the **"Agreement"**) is entered into as of the ____ day of _____, 2021, by and between the City of Chandler, an Arizona municipal corporation (**"City"**), and Specht Commercial Properties, LLC, an Arizona limited liability company (**"Developer"**). City and Developer are sometimes referred to in this Agreement collectively as the "Parties," or individually as a "Party."

RECITALS

A. City owns real property located at 51 East Boston Street, within the City of Chandler, Arizona (the **"Property"**), totaling approximately 3,000 square feet and legally described in the attached **Exhibit A**. the Property includes a 2,000 square foot one-story building.

B. City desires to have the Property privately developed and re-purposed for a use that will complement the nearby retail, restaurant, and commercial uses in the City's downtown area.

C. In response to a request for proposals (**"RFP"**) issued by City in December 2020, Developer submitted a written proposal to purchase and redevelop the Property for entertainment purposes, consistent with the existing zoning for the Property. Developer's proposal was selected by City as the winning proposal.

D. City and Developer acknowledge that significant benefits will accrue from the redevelopment and re-use of the Property, including, but not limited to, creation of jobs, increased tax revenues, the stimulation of further economic development, and the provision of additional recreational amenities within the downtown area of Chandler.

E. City finds that this Agreement is consistent with Chandler's general plan, as defined in A.R.S. § 9-461, applicable to the Property on the date this Agreement is executed.

F. This Agreement is intended to set forth certain obligations of the Parties with respect to contemplated future improvements of the Property. The Parties intend for this Agreement to meet the requirements of A.R.S. § 9-500.05, and that the terms of this Agreement shall constitute covenants running with the Property, as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 2. EFFECTIVE DATE & TERM.

2.1. Effective Date. This Agreement shall be effective as of the date that it is executed by the representative of the last Party to sign it and its recordation in the Official Records of Maricopa County, Arizona, in accordance with the requirement of A.R.S. § 9-500.05.

2.1. Term. The term of this Agreement (**"Term"**) shall be five (5) years from the Effective Date.

SECTION 3. PURCHASE AND SALE OF THE PROPERTY.

3.1. Purchase & Sale. Within ten (10) days after the Effective Date of this Agreement, the Parties shall enter into a purchase agreement for the Property, which shall substantially be as set out in attached **Exhibit B** (the **"Purchase Agreement"**), pursuant to which Developer shall purchase the Property from City for the price of four hundred and sixty thousand dollars ($460,000). If Developer is unable to secure financing and close escrow by 5:00PM on [date], this Agreement shall terminate and Developer shall forfeit its rights under this Agreement and have no recourse against City.

SECTION 4. COMPLETION OF DEVELOPMENT.

4.1 Developer shall complete all improvements and begin operation of its live comedy entertainment venue at the Property no later than December 31, 2021.

SECTION 5. LIMITATIONS ON USE OF THE PROPERTY.

5.1. Live Entertainment Uses Only. Developer must operate a live comedy entertainment venue in substantially the format proposed in Developer's submission to City's RFP for the entire Term of the Agreement. This may include, but is not limited to, live performances, classes, training, and sales of food, beverages, and merchandise incidental to live comedy entertainment.

SECTION 6. INDEMNITY; RISK OF LOSS.

6.1. Indemnity by Developer. Developer shall pay, defend, indemnify and hold harmless City and its City Council members, officers and employees for, from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorneys' fees, experts' fees and court costs associated therewith) which arise from or relate in any way to any act or omission by Developer, or its employees, contractors, subcontractors, agents or representatives, undertaken in fulfillment of Developer's obligations under this Agreement; provided, however, that the provisions of this paragraph 5.1 shall not apply to loss or damage or claims which are attributable solely to acts or omissions of City, its agents, employees, contractors, subcontractors or representatives, and Developer shall have no defense obligation in any instance in which a claim is asserted based solely upon an act or omission of City, it employees, contractors, subcontractors, agents or representatives. The foregoing indemnity obligations of Developer shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

6.2. Risk of Loss. Developer assumes the risk of any and all loss, damage or claims to any portion of the improvements to be constructed on the Property.

SECTION 7. EVENTS OF DEFAULT; REMEDIES.

7.1. Events of Default. It shall be a default hereunder if either Party fails to perform any of its obligations hereunder and such failure continues for a period of thirty (30) days after written notice from the non-defaulting Party specifying in reasonable detail the nature of the failure; provided that if the nature of the default is such that it cannot reasonably be cured within the thirty-day period, no default shall be deemed to exist if the defaulting Party commences a cure within that thirty-day period and diligently and expeditiously pursues such cure to completion within ninety (90) days.

7.2. Remedies. In the event of a default hereunder and failure by the defaulting Party to timely cure the default as provided in paragraph 7.1, the non-defaulting Party shall have all remedies available to it at law or in equity. City or Developer, or any successor-in-interest or assignee, may institute a legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages, provided, however, that claims for damages shall be limited to actual damages. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any other damages other than actual damages for a breach of this Agreement by either Party.

7.3. Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the non-defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

7.4. Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other default by the other Party.

SECTION 8. MISCELLANEOUS PROVISIONS.

8.1. Notices. Except as otherwise required by law, any notice, demand or other communication given hereunder, shall be in writing and shall be given by personal delivery or be sent by certified or registered U.S. Mail, return receipt requested, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph, or by facsimile machine or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid:

To Developer: Specht Commercial Properties, LLC
1728 W. Lark Drive
Chandler AZ 85286
Attention: David Specht
Phone: (480) 699-4598

To Chandler: City of Chandler
Cultural Development Director
Mail Stop 416, Post Office Box 4008
Chandler, Arizona 85244-4008
Attn.: Kim Moyers
Phone: (480) 782-3045
Fax: (480) 782-2209

With a copy to: City of Chandler
City Attorney's Office
P. O. Box 4008
Chandler, AZ 84244-4008
Phone: (480) 782-4643
Fax: (480) 782-4652

8.2. Effective Date of Notices. All such notices, demands or other communications will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee, and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the United States or with a United States postal officer (in each case regardless of whether such notice, demand or other communication is received by any other person to whom a copy of such notice, demand or other communication is to be delivered pursuant to this paragraph). Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice sent by fax machine shall be deemed effective upon confirmation of the successful transmission by the sender's fax machine. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee. **Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.**

8.3. Waiver of Right to Trial by Jury. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each Party waives any right to a trial by jury. In the event of litigation, the Parties agree to submit to a trial before the court.

8.4. Attorneys' Fees. In the event of commencement of a legal action in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, costs of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute.

8.5. Amendment. No change or addition is to be made to this Agreement except by written amendment executed by City and Developer. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Maricopa County, Arizona.

8.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona, including the applicability of A.R.S. § 38-511.

8.7. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses City from undertaking any contractual commitment to perform under any provision hereunder, the remaining portions of this Agreement shall remain in full force and effect, and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

8.8. Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona not later than ten (10) days after execution of the Agreement by the Parties.

8.9. Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (i) this Agreement as in full force and effect, and (ii) the performance of the obligations hereunder at any time.

8.10. No Partnerships, Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person not a party hereto, and no such other person shall have any right or cause of action hereunder, except for permitted transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Developer under this Agreement.

8.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all so executed shall constitute one agreement, binding on the Parties.

8.12. Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

8.13. Additional Provisions. Developer agrees to and does knowingly waive any and all rights to compensation for diminution in value pursuant to A.R.S. § 12-1134 that may now or in the future exist as a result of the approval or performance of, and all conditions, terms and agreements contained in this Agreement.

8.10. No Partnerships, Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person not a party hereto, and no such other person shall have any right or cause of action hereunder, except for permitted transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Developer under this Agreement.

8.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all so executed shall constitute one agreement, binding on the Parties.

8.12. Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

8.13. Additional Provisions. Developer agrees to and does knowingly waive any and all rights to compensation for diminution in value pursuant to A.R.S. § 12-1134 that may now or in the future exist as a result of the approval or performance of, and all conditions, terms and agreements contained in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor, and Developer has signed the same, on or as of the day and year first above written.

CHANDLER:
CITY OF CHANDLER,
an Arizona municipal corporation

By:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney TA

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2021, by Kevin Hartke, Mayor of City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

My Commission Expires:

_____

DEVELOPER:

Specht Commercial Properties, LLC
an Arizona limited liability company

By: Specht Commercial Properties

Name: Jane S~~~~ David Specht

Its: Mgr.

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this 3rd day of May, 2021, by David M. Specht, the Owner of Specht Commercial Properties, LLC, an Arizona limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires:

03-31-2024

Jessica Sweet
Notary Public
Maricopa County, Arizona
My Comm. Expires 03-31-24
Commission No. 578903

ORDINANCE NO. 4971

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING THE PROVISIONS OF A PURCHASE AGREEMENT BETWEEN SPECHT COMMERCIAL PROPERTIES, LLC, AND THE CITY OF CHANDLER FOR THE SALE OF CITY-OWNED REAL PROPERTY LOCATED AT 51 E. BOSTON STREET IN CHANDLER, ARIZONA, AND AUTHORIZING THE CITY MANAGER TO SIGN ALL RELATED DOCUMENTS AS APPROVED BY THE CITY ATTORNEY.

WHEREAS, the City owns certain real property approximately 3,000 square feet in size in its downtown area that is generally identified as 51 E. Boston Street (the "Property"), a legal description of which is included in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the Property is located in the City's "Chandler Redevelopment Area" established pursuant to Resolution No. 1180 and in the City's Central Business District established pursuant to Resolution No. 4646; and

WHEREAS, the Property was acquired by the City as part of its plan to redevelop and revitalize the downtown area of the City as described in the Chandler Redevelopment Area Plan; and

WHEREAS, Specht Commercial Properties, LLC (the "Developer") has proposed to renovate the Property and operate a live-entertainment venue in a way that the Parties believe will contribute to the implementation and achievement of the City's goals of redevelopment and revitalization of the City's downtown area; and

WHEREAS, the City of Chandler desires to enter into both a purchase-sale transaction and, separately, a development agreement to facilitate private development of the Property, and finds that the proposed arrangement will provide new and different services and facilities benefitting current and pending commercial development in Downtown Chandler; and

WHEREAS, the Purchase Agreement is intended to set forth certain obligations of the Parties with respect to the contemplated sale and redevelopment of Property, as permitted by Arizona law.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. The City Council of the City of Chandler, Arizona, does hereby authorize and approve the Purchase Agreement with Specht Commercial Properties, LLC, under which City will sell the subject property for $460,000, all substantially in conformance with the Purchase Agreement, attached hereto as Exhibit "B."

Section 2. The Mayor of the City of Chandler, Arizona, is hereby authorized to execute and provide necessary documentation needed to implement the Purchase Agreement in accordance herewith. All final forms shall be approved by the Chandler City Attorney. Any related documents necessary to close the transaction may be executed

by the Acting City Manager or a designee, subject to approval as to form by the Chandler City Attorney.

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. 4971 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 in the Arizona Republic on:

Exhibit A
Legal Description

LOT 42 TOWNSITE OF CHANDLER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA IN BOOK 5 OF MAPS, PAGE 34.

Also known as Parcel Number 303-10-003-B

Exhibit B
Purchase Agreement

PURCHASE AGREEMENT

SELLER: **CITY OF CHANDLER, an Arizona municipal corporation**

BUYER: **Specht Commercial Properties, LLC, an Arizona limited liability company**

Escrow Agent: **Lawyers Title of Arizona**
Attn: Billie Johnson

Escrow No.: _____ **Date:** _____

1. Agreement and Escrow. This Purchase Agreement, together with Escrow Agent's printed form Escrow Instructions (collectively, the "Agreement"), constitutes a binding agreement by Seller to sell and Buyer to buy all the fee simple title interest in the Property (defined below) upon the terms and conditions stated herein, and shall define the terms of the escrow created with Escrow Agent. Escrow Agent shall also serve as title insurer. If there is any conflict or inconsistency between the printed form Escrow Instructions and this Purchase Agreement, the latter shall prevail.

2. Subject Property. The "Property" to be conveyed by Seller to Buyer pursuant to this Agreement is the following:

2.1. Real Property. That certain real property located at 51 E. Boston Street, Chandler, Arizona 85225, Maricopa County, Arizona, and more particularly described in attached Exhibit "A" (the "Real Property"), together with all rights, privileges, easements, and appurtenances thereto, whether recorded or not recorded, including without limitation, all of Seller's right, title, and interest in and to any development rights, air rights, rights in adjoining streets and alleyways, and water and water rights used in connection with the real property, and all minerals, oil, gas, and other hydrocarbon substances thereon or thereunder (except as otherwise reserved of record).

3. Purchase Price. The "Purchase Price" for the Property shall be FOUR HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS ($460,000.00), payable at the close of escrow by Buyer depositing that amount with Escrow Agent, plus Buyer's share of the closing costs, in cash, or by cashier's check, certified check, wire transfer or other immediately available funds (the "Cash Due at Closing"). If the Cash Due at Closing is to be paid by wire transfer, Buyer shall notify Escrow Agent at least two (2) days prior to Closing and Seller shall designate to Escrow Agent the account or accounts to receive the funds. The Property shall be conveyed free and clear at the Close of Escrow upon the payment of the Cash Due at Closing.

4. Escrow. The sale contemplated by this Agreement shall be consummated through Escrow as follows:

4.1. Opening and Closing Dates. Escrow shall open on the business day on which Escrow Agent receives one fully executed copy of this Agreement and written authorization to Open Escrow from Buyer. Upon receipt, Escrow Agent shall give written notice to the persons listed in Section 15 below of the date that escrow has opened and such notice shall constitute evidence of Escrow Agent's acceptance of the Agreement. "Close of Escrow" or "Closing" shall occur on or before 5:00 p.m., Arizona time, 90 days after Escrow opens, or upon such other date as Buyer and Seller hereafter agree upon in writing.

4.2. Closing Place. The Closing shall take place in the offices of Escrow Agent, 3131 E. Camelback Road, Suite 220, Phoenix, AZ 85016.

4.3. Documents to be Delivered for the Closing. As a condition precedent to Buyer's obligation to close under this Agreement, Seller shall deposit or have deposited into Escrow the following documents, instruments and other items at least one (1) business day prior to the Close of Escrow (or sooner, if required elsewhere in this Agreement):

(a) A General Warranty Deed, in the form and substance of the attached Exhibit "B", conveying the Property to Buyer subject to all matters of record that have been approved in writing by buyer;

(b) A Non-Foreign Certificate in substantially the form and substance of the attached Exhibit "C";

(c) Release documents in form and substance satisfactory to Buyer, executed by all appropriate parties, releasing any monetary liens, leases, and/or encumbrances against the Property, including any lien or obligation related to agricultural use of the property or crop, or any obligation to compensate tenant farmer, if any or seller for the value of agricultural crop.

(d) Any document required by the Arizona Department of Water Resources and/or otherwise necessary for (i) the transfer by Seller to Buyer of all of Seller's right, title and interest in and to any and all ground and/or surface water rights appurtenant to or owned or used in connection with the Property, (ii) the transfer or assignment of any claims in any water rights proceedings or adjudication's, and (iii) the notation of such transfer on any ownership records maintained by the Arizona Department of Water Resources or other applicable public records;

(e) Release documents in form and substance satisfactory to Buyer, executed by all appropriate parties, releasing any monetary liens or encumbrances against the Property;

(f) An affidavit or estoppel certificate from Seller in form acceptable to Buyer indicating that there are no leases affecting the Property, or otherwise itemizing all leases, identifying each lessee, date of lease, terms and any options to renew, and stating that none of the leases referred to therein contain options to purchase;

(g) If Property is being acquired subject to any lease, Seller shall provide a written assignment to Buyer of Seller's interest in said lease in a form acceptable to Buyer;

(h) All other documents or instruments necessary to satisfy requirements for the title insurance to be provided to Buyer in connection with this purchase transaction; and

(i) A "closing" or "pre-audit settlement" statement prepared by Escrow Agent, in form and substance satisfactory to Buyer.

All such documents and instruments shall be duly executed and, where appropriate, acknowledged.

4.4. Closing Items. At Close of Escrow, the transaction provided for herein shall be consummated by Escrow Agent (a) delivering to Buyer or recording, as appropriate, the documents and instruments referred to in paragraph 4.3 above and (b) disbursing funds to Seller in accordance with the terms of this Agreement.

4.5. Title Policy. At Close of Escrow, Escrow Agent shall issue or cause to be issued in favor of Buyer an ALTA **extended coverage** owner's policy of title insurance insuring title to the Property in an amount equal to the Purchase Price, subject only to (a) the usual exceptions, conditions and stipulations contained in the printed form of such an extended coverage policy, and (b) those title defects or exceptions which are listed in the Title Report (defined below), and which are deemed waived or approved by Buyer in accordance with paragraph 5.1 below (the "Title Policy").

5. Buyer's Contingencies. Buyer's obligation to close under this Agreement is subject to satisfaction of the following conditions precedent (any or all of which may be waived by Buyer, in its sole discretion, but only in writing signed by Buyer's duly authorized agent):

5.1. Status of Title. As soon as reasonably possible after the Opening of Escrow, Escrow Agent shall provide Buyer and Seller with a preliminary report of the title to the Property, disclosing all matters of record which relate to the title to the Property, and Escrow Agent's requirements for both closing the Escrow created by this Agreement and issuing the Title Policy. At such time as Buyer receives the preliminary title report (and any amended report adding additional title exceptions) (the "Title Report"), **Escrow Agent shall also cause legible copies of all instruments referred to in the Title Report to be furnished to Buyer.** Buyer shall have ten (10) days after receipt of the Title Report and the furnishing of all instruments

described in the Title Report to make objection in writing to Seller and Escrow Agent as to any matter shown thereon. If Buyer fails to object within this period, the condition of title to the Property shall be deemed approved. If Buyer does object to any matter disclosed in the Title Report, Seller may elect to remove such objection before Close of Escrow. If Seller does not elect to remove such objection, or if any such matter cannot be removed after Seller's attempts to do so, Seller shall so notify Buyer and Escrow Agent, in writing, within ten (10) days after receipt of a written objection from Buyer, and Buyer shall elect in writing to Seller and Escrow Agent within ten (10) days after receipt of Seller's notice either: (i) to cancel the Escrow and this Agreement without any penalty, charge or cost to Buyer; or (ii) to close Escrow, waiving and taking title subject to such matters. Failure to give notice to Seller of Buyer's election shall constitute an election to waive the objection.

5.2. Additional Encumbrances. Except for matters which are to be released at or as part of the Close of Escrow, Seller shall not place, permit, or cause to be placed any liens or encumbrances on the title to the Property from the date of this Agreement through Close of Escrow or thereafter. If Seller places, permits, or causes a lien or encumbrance on the Property, contrary to the provisions of this Agreement, which can be removed by the payment of money, Escrow Agent is hereby expressly authorized, directed, and instructed to pay such moneys otherwise payable to Seller at Close of Escrow, and the net proceeds otherwise available to Seller at Close of Escrow shall be reduced accordingly. To the extent that moneys available to Seller at Close of Escrow are insufficient to cause any such lien or encumbrance to be removed, Seller shall, on or before the date set for Close of Escrow, cause additional money to be deposited with Escrow Agent to enable Escrow Agent to remove the lien or encumbrance.

5.3. Investigation; Review Period. Buyer shall have until 5:00 p.m., Arizona time, 75 days after Escrow opens (the "Review Period"), in which to examine the Property. During such time, Buyer may review, investigate, survey and examine the Property at any time with any persons who it shall designate, including engineers and soil testing personnel. Seller shall permit access to the Property by Buyer and the persons so designated by it, and shall afford them the opportunity to investigate, inspect and perform any tests upon the Property that Buyer deems necessary or appropriate to determine whether the Property is suitable for Buyer's purposes, provided that Buyer shall not unreasonably interfere with Seller's use of the Property. In the event Buyer, after conducting such inspections, investigations, and tests, in its sole discretion, determines that the Property is not suitable for its purposes, it may elect at any time prior to the end of the Review Period to cancel this Agreement by written notice to Seller and Escrow Agent, who shall, without further instruction from either party or any other person, promptly return any documents deposited hereunder to the appropriate party, and this Agreement shall thereafter have no further force or effect. If Buyer does not elect to cancel under this paragraph within the Review Period, then Close of Escrow shall occur on the closing date specified in this Agreement, provided that all contingencies, including status of title requirements, are met.

5.3.1. Indemnification. In conducting or having conducted any review, inspection, examination, investigation or test upon the Property, Buyer shall indemnify and hold

Seller harmless against liability, loss, cost, damage or expense which may arise out of any personal injury or property damage resulting from such entry upon the Property, except to the extent that such personal injury or property damage is caused by or contributed to by the conduct of Seller or Seller's agents, servants, employees or independent contractors. This indemnification obligation shall constitute a covenant of Buyer that survives the Close of Escrow.

5.4. Leases. No later than fifteen (15) days after opening of escrow, Seller shall provide Buyer with a legible copy of any lease affecting the Property. Buyer shall have until the end of the Review Period to cancel this Agreement due to objection to the terms of any such lease where the Property is being purchased by Buyer subject to such lease.

6. "As-is" Condition. Buyer acknowledges and agrees that it is purchasing the Property from Seller "as-is" and upon the basis of Buyer's own investigation and examination of the Property and the status of title to the Property, and not upon the basis of any representations, covenants or warranties made by Seller except those representations, covenants and warranties expressly made by Seller in paragraph 7 below or elsewhere in this Agreement.

7. Seller's Representations and Warranties. Seller does represent, covenant and warrant to Buyer as follows:

7.1. Seller shall not encumber or permit or suffer the further encumbrance of the Property or any part thereof or interest therein, or assign, convey, lease or transfer any part thereof or interest therein. To the best of Seller's knowledge, there is no existing default under any encumbrance on the Property (or of any event which, with the passage of time, giving of notice or both, would constitute such a default), and Seller shall keep all such encumbrances current until the close of escrow.

7.2. Except as may be reflected in the Title Report, there are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency or any corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Property or the value of the Property or Seller's ability to perform Seller's obligations under this Agreement.

7.3. No work has been performed or is in progress at the Property and no materials have been furnished to the Property which might give rise to mechanic's, materialman's, or other liens against any part of the Property.

7.4. Seller has full power, authority and legal capacity to execute, deliver, and perform this Agreement and all related documents or instruments. Except as otherwise expressly provided herein, no consent, approval or authorization of any other person or entity is required in connection with Seller's execution or performance of this Agreement.

7.5. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement to which Seller is a party or by which Seller may be bound.

8. Buyer's Representations and Warranties. Buyer does represent, warrant and covenant to Seller as follows:

8.1. Buyer has full power, authority and legal capacity to execute, deliver, and perform this Agreement and all related documents or instruments subject to paragraph 18 herein. Except as otherwise expressly provided herein, no consent, approval or authorization of any other person or entity is required in connection with Buyer's execution or performance of this Agreement.

8.2. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement to which Buyer is a party or by which Buyer may be bound.

9. Costs and Prorations; Distribution of Net Proceeds.

9.1. Buyer shall pay all closing costs, and Seller shall pay title insurance fees. Any other costs or expenses shall be paid by the party to whom they are specifically allocated hereunder.

9.2. All real property taxes, rents and assessments shall be prorated through Escrow as of the Close of Escrow, based upon the most current available information.

9.3. Upon Close of Escrow and payment of all costs, expenses, fees, taxes, rents, assessments, real estate commissions and other applicable charges, the net proceeds to Seller shall be distributed to Seller.

10. Title Insurance Option. Buyer, at its option and cost, may obtain extended coverage title insurance.

11. Non-Foreign Status. If Seller fails to deliver the Non-Foreign Certificate described herein, or in the event Buyer has a reasonable basis for believing that the information contained in any such Non-Foreign Certificate delivered by Seller is false or inaccurate, Buyer shall be entitled to withhold, or to direct Escrow Agent to withhold upon the Close of Escrow, from the sums to be delivered to Seller under Section 3, an amount equal to ten percent (10%) of the Purchase Price, which sum may be paid to the Internal Revenue Service or United States Treasury if Buyer, in Buyer's sole discretion, deems it necessary to make such a delivery of such funds. Notwithstanding the foregoing, any sums withheld upon the Close of Escrow under this

Section shall be considered, for all purposes, as having been paid and applied against the Purchase Price hereunder.

12. Risk of Loss. Until the Close of Escrow, Seller shall bear all risk of loss with regard to the Property.

13. Condemnation. If condemnation or eminent domain proceedings or an agreement with a governmental agency in lieu of such proceedings should affect all or part of the Property prior to the Close of Escrow, Buyer may, at its option, either (a) terminate this Escrow and Agreement by written notice to Seller, in which event neither Buyer nor Seller shall have any further liability hereunder, or (b) elect to consummate this transaction, in which event Seller shall assign to Buyer all of its right, title and interest in and to any award made or to be made in connection with such condemnation or eminent domain proceedings and shall permit Buyer to conduct all negotiations and enter into all agreements with respect thereto. Buyer's rights hereunder shall be cumulative, and Buyer shall have the foregoing rights in the case of each such condemnation or eminent domain proceeding.

14. Remedies.

14.1. In the event of default by Buyer, Seller may, as its sole remedy, cancel this Agreement fifteen (15) days after Seller gives written notice to Buyer and Escrow Agent that Buyer is in default, if within such period such default has not been cured by Buyer.

14.2. In the event of default by Seller, Buyer may: (i) cancel this Agreement fifteen (15) days after Buyer gives written notice to Seller and Escrow Agent that Seller is in default, if within such period such default has not been cured by Seller; or (ii) proceed with whatever steps Buyer may deem necessary in order to enforce the rights and remedies available to Buyer under this Agreement, at law or in equity, including, without limitation, the right of specific performance of this Agreement or recover its damages from Seller.

15. Notices. All notices, consents, approvals and waivers required or permitted hereunder shall be given in writing and shall be effective upon personal delivery or direct facsimile transmission, or two (2) business days after being deposited in the U.S. Mail, registered or certified, return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express service. All such notices shall be addressed as follows or to such other address or addresses as the parties or Escrow Agent may from time to time specify in writing delivered as provided in this paragraph:

If to Escrow Agent: Lawyers Title of Arizona
3131 E. Camelback Road, Suite 220
Phoenix, AZ 85016
602-954-6774 Direct
602-954-7006 Fax
Attn: Billie Johnson

email: billiejohnson@ltic.com

If to Seller:

City of Chandler
Real Estate Department
P.O. Box 4008, Mail Stop 407
Chandler, Arizona 85244-4008
Attn.: Erich Kuntze
Phone: (480) 782-3397
Fax No.: (480) 782-3365
erich.kuntze@chandleraz.gov

With a copy to:

Chandler City Attorney
P.O. Box 4008, Mail Stop 602
Chandler, Arizona 85244-4008

If to Buyer:

Specht Commercial Properties, LLC
1728 W. Lark Drive
Chandler AZ 85286
Attention: David Specht
Phone: (480) 699-4598

16. Further Assurances. Promptly upon the request of the other or upon the request of Escrow Agent, each party shall do such further acts and shall execute, have acknowledged and deliver to the other party or to Escrow Agent, as appropriate, any and all further documents or instruments reasonably requested in order to carry out the intent and purpose of this Agreement.

17. Other Important Provisions.

17.1. Modification and Waiver. Except as expressly provided herein to the contrary, no supplement, modification or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as otherwise expressly provided herein, no waiver shall be binding unless executed in writing by the party making the waiver.

17.2. Exhibits. The Exhibits referred to herein and attached hereto (the "Exhibits") are incorporated herein by reference.

17.3. Litigation Expenses and Attorneys' Fees. In the event of litigation involving this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitation the cost of reasonable attorneys' fees as determined by the judge of the court.

17.4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed invalid or prohibited thereunder, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

17.5. Entire Agreement. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement among the parties. All terms and conditions contained in any other writings previously executed by the parties and all prior and contemporaneous arrangements and understandings between the parties are superseded hereby. No agreements, statements or promises about the subject matter hereof shall be binding or valid unless they are contained herein.

17.6. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

17.7. Counterparts. This Agreement may be executed by the signing in counterparts. The execution of this instrument by each of the parties signing a counterpart hereof shall constitute a valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.

17.8. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona.

17.9. Headings and Construction. The descriptive headings of the paragraphs of this Agreement are inserted only for convenience and shall not define, limit, extend, control or affect the meaning or construction of any provision herein. Where the context requires herein, the singular shall be construed as the plural and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be construed according to its fair meaning and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

17.10. Survival. Except as expressly set forth herein, all representations, warranties and covenants set forth herein shall survive the Close of the Escrow.

17.11. Time of Essence. Time is of the essence of this Agreement, and Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner.

17.12. Possession. Upon the Close of Escrow, possession of the Property will be transferred to Buyer.

SELLER: CITY OF CHANDLER, an Arizona municipal corporation

By: _____

Its: Mayor

Date: _____

BUYER: Specht Commercial Properties, LLC, an Arizona limited liability company

By: Specht Commercial Propert

Its: DMS

By: David Specht

Date: 4/22/21

APPROVED AS TO FORM:

_____

City Attorney TA

Accepted this _____ day of

_____, 2021.

ESCROW AGENT: Lawyers Title of Arizona

By: _____

Its: _____

EXHIBIT "A"

LOT 42 TOWNSITE OF CHANDLER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA IN BOOK 5 OF MAPS, PAGE 34.

Also known as Parcel Number 303-10-003-B

EXHIBIT "B"

When recorded, mail to:
City Clerk's Office
City of Chandler
Mail Stop 606
P.O. Box 4008
Chandler, AZ 85244-4008

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S. 11-1134(A)(3).

WARRANTY DEED

For and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged,

CITY OF CHANDLER, an Arizona Municipal Corporation

("Grantor") does hereby grant and convey unto **SPECHT COMMERCIAL PROPERTIES, LLC, an Arizona limited liability company** ("Grantee"), that certain real property ("the Property") situated in Maricopa County, Arizona, more particularly described in **Exhibit A** (Legal Description) attached hereto and made a part hereof.

To have and to hold the Property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto, forever, free and clear of all liens, claims and encumbrances, SUBJECT ONLY TO taxes and assessments not yet due and all easements as they appear on record.

Grantor hereby binds themselves and their successors and assigns to warrant and forever defend the title to the Property against all persons whomsoever, subject to the matters set forth above.

Dated this _____ day of _____, 2021

GRANTOR: CITY OF CHANDLER an Arizona Municipal Corporation

By: _____

Its: _____

STATE OF _____)
) ss.
County of _____)

On _____, 2021, before me, the undersigned Notary Public, personally appeared Kevin Hartke, Mayor of the City of Chandler, Arizona, and having been authorized to do so, executed the foregoing Warranty Deed for the purposes therein contained by signing on behalf of the City of Chandler.

_____
Notary Public

My Commission Expires:

EXHIBIT "C"

NON-FOREIGN CERTIFICATE
51 E. Boston Street, Chandler, Arizona

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding tax is not required upon the disposition of a U.S. real property interest by the City of Chandler, an Arizona municipal corporation ("Seller"), the undersigned hereby certifies the following to Specht Commercial Properties, LLC, a(n) Arizona limited liability company.

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller's U.S. Employer Identification Number is _____; and

3. Seller's office address is _____.

Seller understands that this certificate may be disclosed to the Internal Revenue Service by the transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the bet of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Se

Dated this _____ day of _____, 2021.

City of Chandler, Arizona
an Arizona municipal corporation

By: _____
Mayor

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Kevin Hartke, who acknowledged that he is the Mayor of the City of Chandler, an Arizona municipal corporation, and acknowledged that he as such and being authorized to do so, executed the foregoing document for the purposes therein contained.

_____
Notary Public

My commission expires:

_____

ITEM 9

City Council Memorandum **Development Services Memo No.** 21-023

Date:	May 13, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Derek D. Horn, Development Services Director
From:	Benjamin Cereceres, City Planner
Subject:	ANX20-0005 Annexation and Initial City Zoning Introduction of Ordinance No. 4966
Request:	Annexation of approximately 10 acres and initial City Zoning
Location:	East of the Southeast Corner of Chandler Heights and Cooper roads
Applicant:	Kyle Barichello, RVi Planning + Landscape Architecture

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 4966 approving the annexation of approximately 10 acres and Initial City Zoning - east of the southeast corner of Chandler Heights and Cooper roads as recommended by Planning staff.

Background Data:

- Located east of the southeast corner of Chandler Heights and Cooper Roads
- Zoned Rural-43 (RU-43) within Maricopa County
- Approximately 10 acres
- Upon annexation, initial City zoning will be Agricultural (AG-1) district
- A request for Rezoning and Preliminary Development Plan approval for a single-family subdivision (PLH20-0063 McKinley Glenn) accompanies this request as a subsequent item on the Council agenda.

Surrounding Land Use Data:

North	Chandler Heights Road, then single-family residential	South	Unincorporated, agricultural residential (four lots)
East	Single-family residential (2.42 du/ac)	West	Unincorporated, agricultural residential (three lots)

General Plan and Area Plan Designations:

	Designated Land Use
General Plan	Neighborhoods

Southeast Chandler Area Plan	Rural/Agrarian

Utility Service

Existing municipal water service, wastewater service, and reclaimed water are available in Chandler Heights Road.

Staff Comments

Attachments

Ordinance No. 4966

Vicinity Maps

ORDINANCE NO. 4966

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 COMPRISING APPROXIMATELY TEN ACRES LOCATED EAST OF THE SOUTHEAST CORNER OF CHANDLER HEIGHTS AND COOPER 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 February 25, 2021, with the Maricopa County Recorder, the 30-day waiting period ended on March 27, 2021, a Public Hearing was held on March 25, 2021, 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 in 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. 4966 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:

LEGAL DESCRIPTION

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 25, FROM WHICH THE NORTHWEST QUARTER OF SAID SECTION 25 BEARS SOUTH 89 DEGREES 16 MINUTES 47 SECONDS WEST, A DISTANCE OF 2628.63 FEET;

THENCE SOUTH 89 DEGREES 16 MINUTES 47 SECONDS WEST, ON THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 1,314.32 FEET;

THENCE SOUTH 0 DEGREES 15 MINUTES 35 SECONDS EAST, A DISTANCE OF 661.47 FEET;

THENCE SOUTH 89 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 657.52 FEET;

THENCE NORTH 0 DEGREES 13 MINUTES 41 SECONDS WEST, A DISTANCE OF 661.67 FEET TO THE NORTH LINE OF SAID SECTION 25;

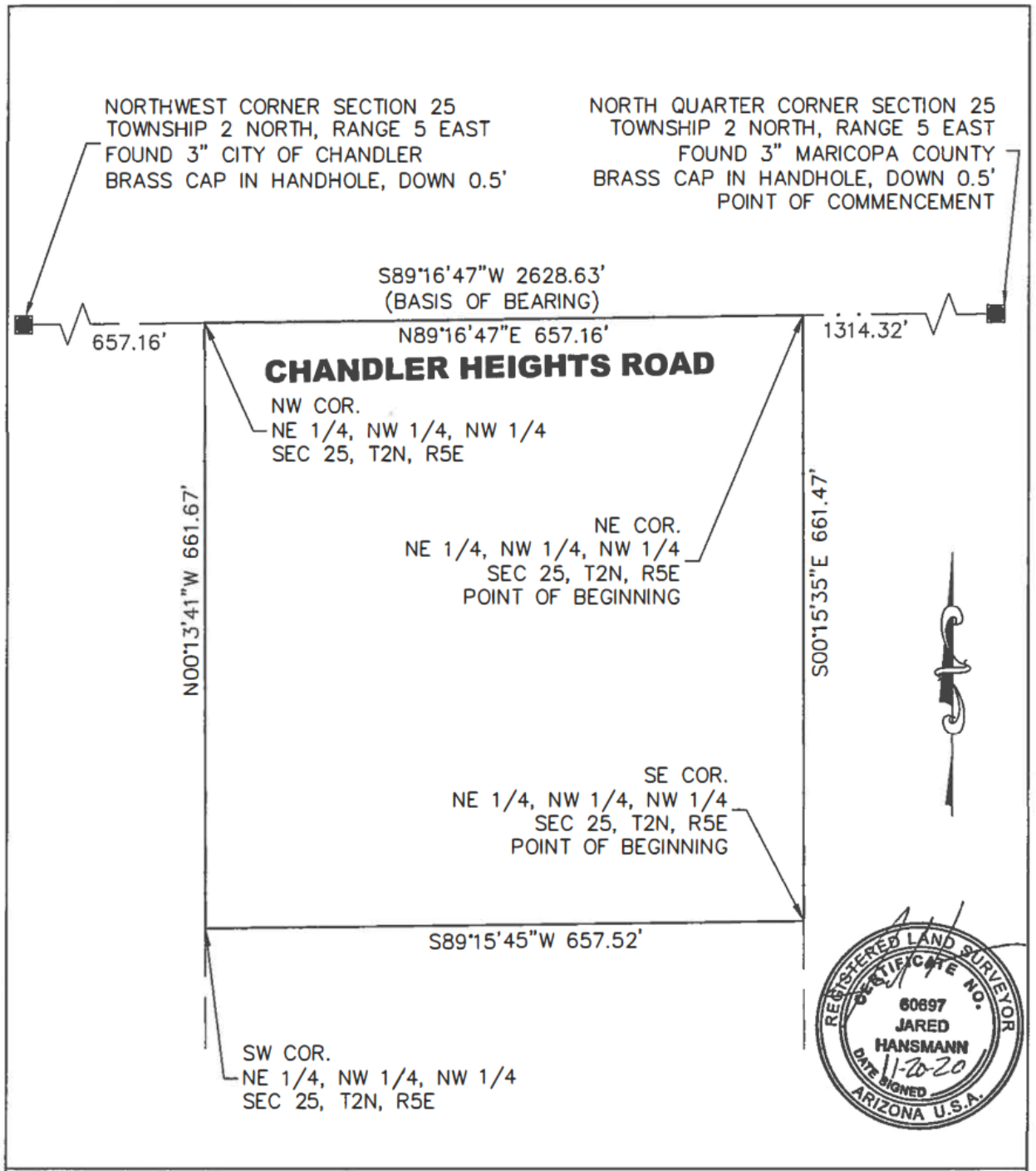
THENCE NORTH 89 DEGREES 16 MINUTES 47 SECONDS EAST, ON THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 657.16 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 434,863 SQUARE FEET OR 9.983 ACRES, MORE OR LESS.

S|I|G
SURVEY INNOVATION GROUP, INC
Ph (480) 922 0780 Land Surveying Services Fx (480) 922 0781
22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024

EXHIBIT A
MCKINLEY GLENN
CHANDLER, AZ

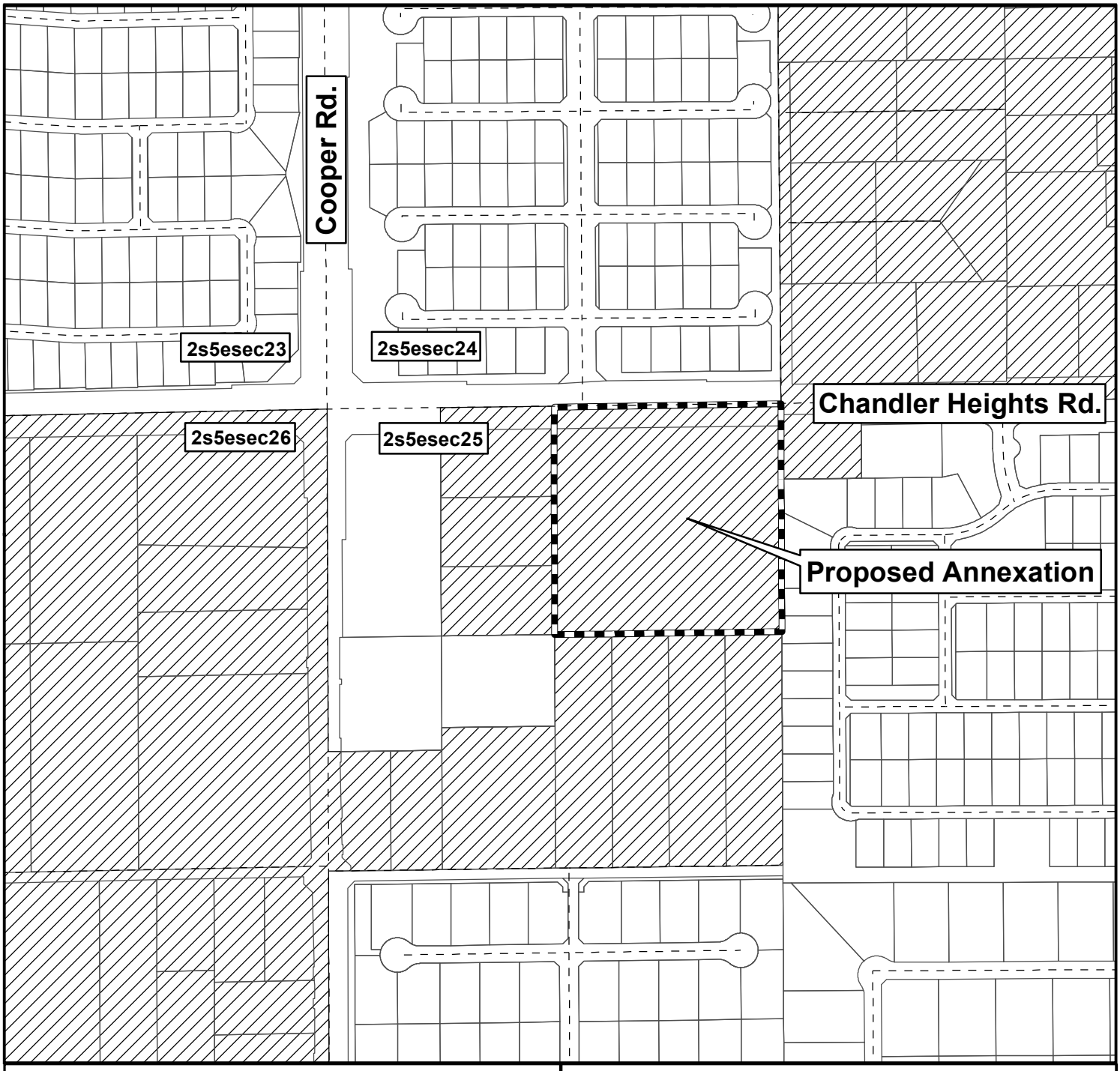
JOB #5720	DWG: ANNEX LEGAL		DATE 11-20-20
SCALE: NTS	DRAWN: JPH	CHK: JAS	SHEET 1 OF 2

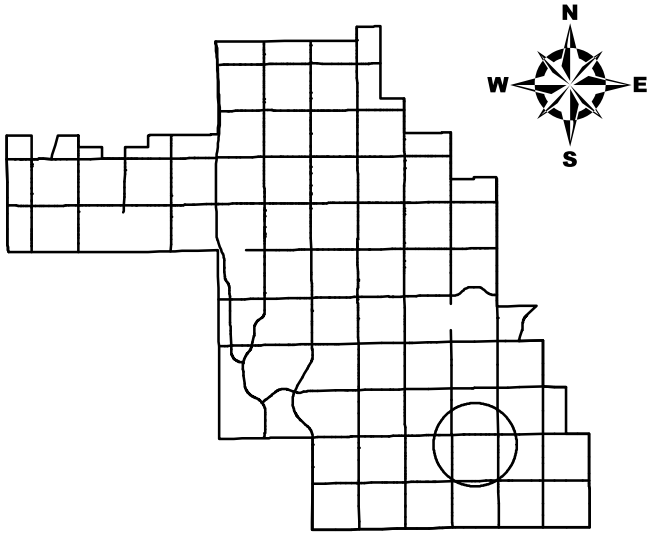


SIG
SURVEY INNOVATION GROUP, INC
Ph (480) 922 0780 Land Surveying Services Fx (480) 922 0781
22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024

EXHIBIT B
MCKINLEY GLENN
CHANDLER, AZ

JOB #5720	DWG: ANNEX LEGAL		DATE 11-20-20
SCALE: 1"=150'	DRAWN: JPH	CHK: JAS	SHEET 2 OF 2





City of Chandler 4/19/2021

Annexation Map

Ordinance No. 4966

Proposed Annexation

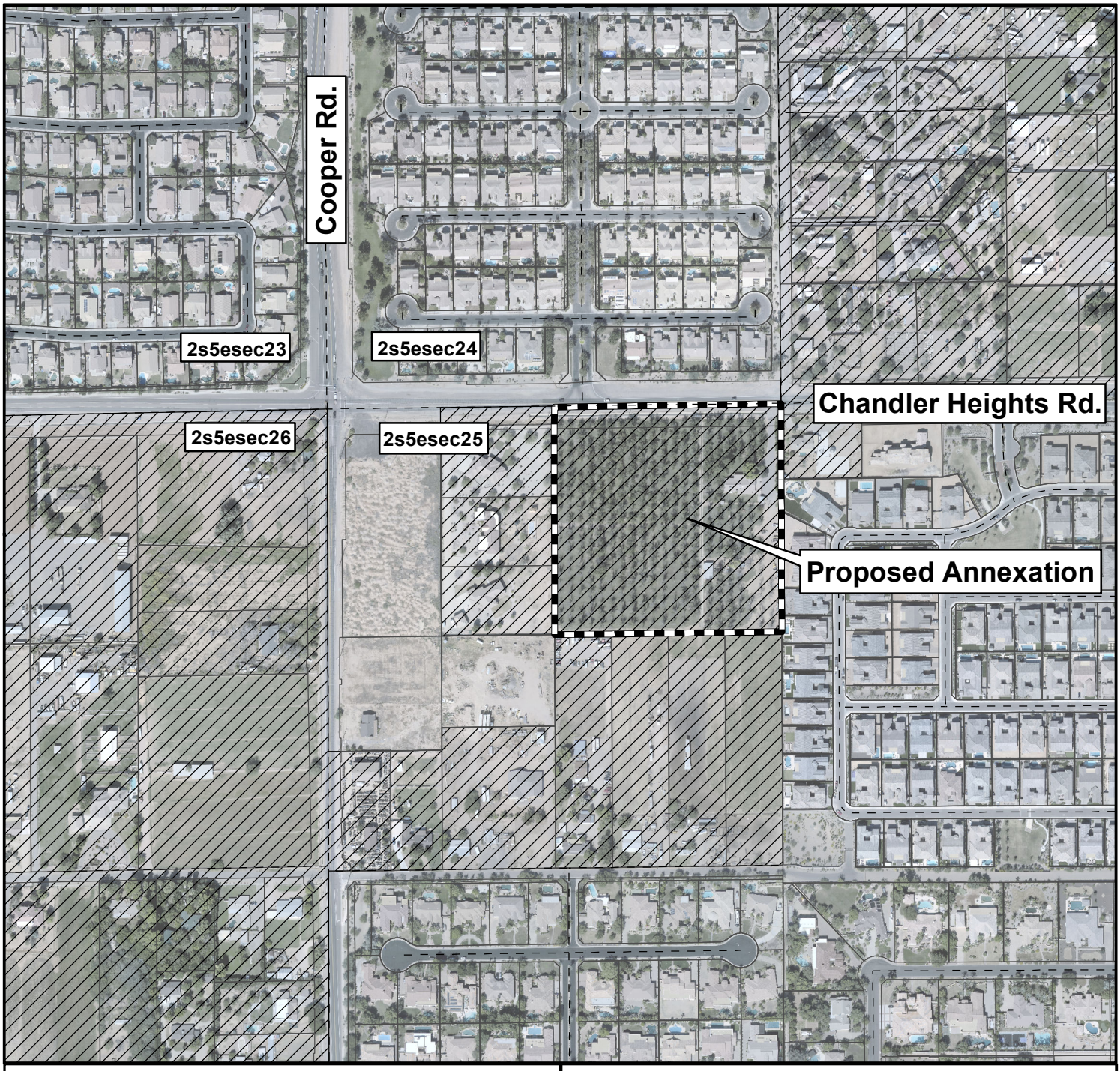
East of the Southeast Corner of Chandler Heights and Cooper roads

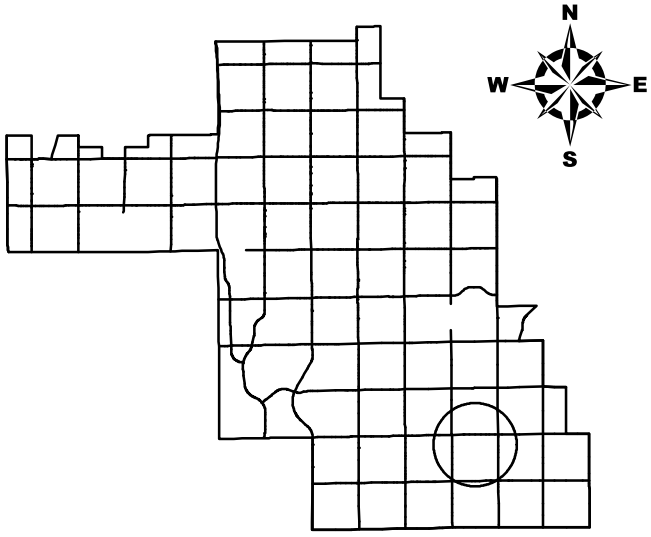
Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A





City of Chandler 4/19/2021

Annexation Map

Ordinance No. 4966

Proposed Annexation

East of the Southeast Corner of Chandler Heights and Cooper roads

Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-021a

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Lauren Schumann, Senior Planner
Subject: PLH20-0063/PLT21-0008 McKinley Glenn
Introduction and Tentative Adoption of Ordinance No. 4968

Request: Rezoning from Agricultural (AG-1) district to Planned Area Development (PAD) for single family residential

Preliminary Development Plan (PDP) for subdivision layout

Preliminary Plat approval for a 22-lot subdivision

Location: East of the southeast corner of Chandler Heights and Cooper roads
Applicant: Alex Stedman; RVi Planning + Landscape Architecture

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Proposed Motion:

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 4968 approving PLH20-0063 McKinley Glenn, Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for single family residential located east of the southeast corner of Chandler Heights and Cooper roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH20-0063 McKinley Glenn for subdivision layout located east of the southeast corner of Chandler Heights and Cooper roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT21-0008 McKinley Glenn located east of the southeast corner of Chandler Heights and Cooper roads, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Approximately 9 net acres
- Subject site is unincorporated; a related annexation request also appears on this City Council agenda
- Upon annexation, initial city zoning will be AG-1
- General Plan designates the site as Neighborhoods
- Southeast Chandler Area Plan (SECAP) designates the site as Rural/Agrarian, permitting densities up to 2.5 units per acre (du/ac)
- Project consists of 22 lots totaling 2.4 du/ac

Surrounding Land Use Data:

North	Chandler Heights Road, then single-family residential	South	Unincorporated, agricultural residential (four lots)
East	Single-family residential (2.42 du/ac)	West	Unincorporated, agricultural residential (three lots)

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change
Southeast Chandler Area Plan	Rural/Agrarian	No Change

Proposed Development

	Gated single family subdivision
# of Lots	22 single family lots
Density	2.4 dwelling units per acre
Building Setbacks (min.)	Front - 10 ft. to livable, 20 ft. to garage Sides – Minimum of 5 ft. and totaling 15 ft., Lots (22 & 15) abutting the perimeter-side yard setback shall be 15 ft. & 5 ft. on the interior Rear - 20 ft.
Lot Size	Min. 10,000 sq. ft. to 13,000 sq. ft.
Lot Coverage (max.)	50 percent
Building Height (max.)	All homes one-story; 25 ft. to midpoint of peak
Housing Product	Reviewed under separate PDP application
Guest Parking Spaces	On-street parking provided on one side of each private street; approximately 59 on-street parking spaces
Amenities	Community ramada with seating and built-in cornhole; passive turf open space adjacent to seating area

Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan and more specifically consistent with the Southeast Chandler Area Plan (SECAP). The SECAP was established to maintain low densities, large lots, and provide a rural agrarian theme preserving the history of southeast Chandler. Residential densities up to 2.5 dwelling units per acre are permitted and additional densities up to 3.5 can be considered with additional enhancements to subdivisions. The proposed subdivision is 2.4 du/ac and provides a minimum of 10,000 square foot lots, which is comparable to the subdivision to the east and a logical transition to the rural residential lots within unincorporated Maricopa County to the south and west. Consideration has been given to provide larger side yard setbacks on two lots adjacent to other residential lots to further ensure compatibility between the proposal and surrounding land uses.

Housing product will be reviewed under a separate PDP. The proposed PDP is for subdivision layout. The proposed subdivision is gated and the streets are private, however, parking is provided on one side of each street. The subdivision provides for 59 on-street parking spaces for residents and guests. Future housing product will include a two-car garage and driveways to accommodate two additional vehicles. A centralized amenity is provided for the community with sidewalks on both sides of the private street system. The proposed subdivision will have full access at the entry along Chandler Heights Road.

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

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- To comply with CDC social distancing guidelines, the applicant hosted a digital neighborhood meeting via Zoom on January 12, 2021. Eight (8) households attended the virtual meeting and had general questions about the proposal, access to the proposed subdivision, and proposed price of homes with anticipated construction timelines. No opposition was expressed.
- As of writing this memo, Planning staff has received one phone call from a resident from the subdivision to the east, Hawthorn Manor, whose home is three lots south of the proposal. The resident expressed concerns about setting a precedent for future development of the large unincorporated properties south of the proposal. The resident thought the proposed setbacks should be larger; staff pointed out that the proposed rear yard setbacks are five (5) feet larger than Hawthorn Manor and the side yard setbacks are similar. The resident also stated a side yard should not abut a rear yard and only backyards should face existing rear yards. Planning staff has reviewed the concern: one proposed lot is immediately adjacent to Hawthorn Manner and the proposed lot has a side yard setback of fifteen (15) feet to increase the distance of future home to existing rear yards. Furthermore, a letter of support from one of the two lots abutting the lot in question is attached as an exhibit.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting of April 21, 2021
Motion to Approve

In Favor: 6 Opposed: 0

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends the City Council approve rezoning from AG-1 to PAD for single family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, “McKinley Glenn” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0063, 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. 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. 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.

4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

5. Minimum setbacks shall be as provided below and further detailed in the development booklet:

Front	10 ft. to livable or side entry garage; 20 ft. to garage from back of sidewalk
Side yards	Minimum 5 ft. and totaling 15 ft. For lots 22 & 15 abutting the perimeter of the subdivision, the setback shall be 15 ft. on the perimeter side & 5 ft. on the interior
Rear	20 ft.

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 “McKinley Glenn” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0063, 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. All lots shall be constructed with single-story homes only.

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. The following enhanced landscape standards shall apply to the common open space and retention area along Chandler Heights Road:
   a.100% of required trees shall have a minimum planting size of a 24-inch box.

   b. A minimum of one (1) tree and six (6) shrubs per twenty-five (25) lineal feet of frontage on arterial or collector street rights-of-way.

8. 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.

9. 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.

10. 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.

11. A separate Preliminary Development Plan application shall be required for approval of the housing product.

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.

Attachments

Ordinance No. 4968
Vicinity Maps
Development Booklet
Preliminary Plat
Support Letter

ORDINANCE NO. 4968

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING PARCELS FROM AGRICULTURAL (AG-1) TO PLANNED AREA DEVELOPMENT (PAD) FOR SINGLE-FAMILY AS REPRESENTED IN CASE PLH20-0063 (MCKINLEY GLENN) LOCATED EAST OF THE SOUTHEAST CORNER OF CHANDLER HEIGHTS AND COOPER 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 (AG-1) 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 "McKinley Glenn" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0063, 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. 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. The developer shall 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 upgrade such landscaping to meet current City Standards.

4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

5. Minimum setbacks shall be as provided below and further detailed in the Development Booklet:

Front	10 ft. to livable or side entry garage; 20 ft. to garage from back of sidewalk
Side yards	Minimum 5 ft. and totaling 15 ft. For lots 22 & 15 abutting the perimeter of the subdivision, the setback shall be 15 ft. on the perimeter side and 5 ft. on the interior
Rear	20 ft.

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 the 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. 4968 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

LEGAL DESCRIPTION

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 25, FROM WHICH THE NORTHWEST QUARTER OF SAID SECTION 25 BEARS SOUTH 89 DEGREES 16 MINUTES 47 SECONDS WEST, A DISTANCE OF 2628.63 FEET;

THENCE SOUTH 89 DEGREES 16 MINUTES 47 SECONDS WEST, ON THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 1,314.32 FEET;

THENCE SOUTH 0 DEGREES 15 MINUTES 35 SECONDS EAST, A DISTANCE OF 661.47 FEET;

THENCE SOUTH 89 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 657.52 FEET;

THENCE NORTH 0 DEGREES 13 MINUTES 41 SECONDS WEST, A DISTANCE OF 661.67 FEET TO THE NORTH LINE OF SAID SECTION 25;

THENCE NORTH 89 DEGREES 16 MINUTES 47 SECONDS EAST, ON THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 657.16 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 434,863 SQUARE FEET OR 9.983 ACRES, MORE OR LESS.

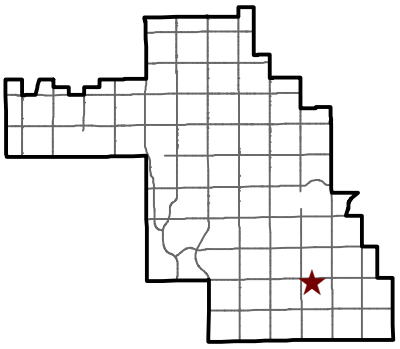
S|I|G
SURVEY INNOVATION GROUP, INC
Ph (480) 922 0780 Land Surveying Services Fx (480) 922 0781
22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024

EXHIBIT A
MCKINLEY GLENN
CHANDLER, AZ

JOB #5720	DWG: ANNEX LEGAL		DATE 11-20-20
SCALE: NTS	DRAWN: JPH	CHK: JAS	SHEET 1 OF 2

PLH20-0063/PLT21-0008 McKinley Glenn

Proposed Project Details
REZONE/PDP
9 acres
22 Lot Single Family
2.4 dwelling units per acre (du/ac)



Chandler • Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
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PLH20-0063/PLT21-0008 McKinley Glenn

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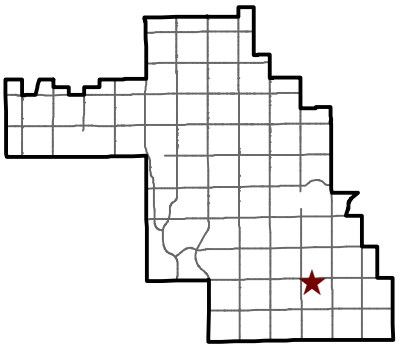

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McKinley Glenn

PAD and Preliminary Development Plan Narrative

Case: PLH20-0063

A 9-acre community located at the southwest corner of 130th Street and Chandler Heights Road

RVi Open the Outdoors

Cachet Homes

RICK Engineering Company

City of Chandler
First Submittal: November 20, 2020
Second Submittal: February 2, 2021
Third Submittal: March 4, 2021
Final Submittal: April 26, 2021

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Exhibits

Exhibit A: Context Aerial
Exhibit B: General Plan Map
Exhibit C: Existing Zoning Map
Exhibit D: Proposed Zoning After Annexation Map
Exhibit E: Conceptual Site Plan
Exhibit F: Preliminary Development Plan
Exhibit G: Landscape Plan
Exhibit H: Amenity Elevation
Exhibit I: Wall Plan
Exhibit J: Wall and Monument Details
Exhibit K: Parking Analysis

1. Introduction

RVi Planning + Landscape Architecture, on behalf of Cachet Homes, is pleased to submit this rezoning and preliminary development plan application for McKinley Glenn. The community is proposed as a single-family residential neighborhood on an approximate 9-acre vacant property located within Unincorporated Maricopa County at the southwest corner of 130th St. and Chandler Heights Road. The proposed rezoning request would run concurrently with an Annexation request to bring the subject property into the City of Chandler, and rezone from the current RU-43 County zoning district to PAD. The development proposal would allow for a 22-lot gated subdivision with access from Chandler Heights Road.

2. Purpose of Request

The Applicant requests the following from the City of Chandler:

1. Annexation of the subject property into the City of Chandler (Separate application)
2. Rezoning from AG-1 (zoning upon annexation) to PAD for single-family residential and approval of a Preliminary Development Plan (PDP)

The property owner is requesting annexation into the City of Chandler due to the unique location of the site and with the assumption that the City of Chandler would provide public utilities and other municipal services to the site. After review of the annexation requirements per A.R.S. 9-471, this project conforms with Arizona law that requires "a territory to be annexed shall adjoin the boundary of the annexing city or town for at least 300 feet". Since the subject property exists in a County island, the proposed annexation would not create a new county island as defined by A.R.S.

The rezoning and PDP application is proposed to run concurrently with the Annexation application. McKinley Glenn's housing product will be provided under a separate PDP submittal and shall address the Architectural Diversity Guideline as required by the zoning ordinance. It is the intent of the McKinley Glenn PAD that housing product will coordinate with the project themes as well as with the surrounding communities.

3. Existing Site Conditions

Until recently, the subject site was in use for agricultural production as a pecan orchard with a single existing home on the property. The site is generally flat and does currently utilize flood irrigation. An open irrigation conveyance channel extends across the site's Chandler Heights frontage, and a single driveway is located at the northeast corner. The site is accessed from Chandler Heights Road and lies at the southwest corner of 130th Street and Chandler Heights Road. The site is surrounded by a combination of rural residential properties and single family residential communities.

Table 1: Surrounding Land Uses

Direction	General Plan Land Use	Existing Zoning	Existing Use
Property	Neighborhoods	RU-43 (County)	Vacant
North	Neighborhoods	PAD (City of Chandler)	Single Family Residential, Countryside Estates
East	Neighborhoods	PAD (City of Chandler)	Single Family Residential, Hawthorn Manor
South	Neighborhoods	RU-43 (County)	Large Lot Residential

West	Neighborhoods	RU-43 (County)	Large Lot Residential

Existing Zoning

The current zoning of the property is RU-43 in unincorporated Maricopa County. This zoning is for larger lots 43,560 sq.ft. and above. Immediately to the east is the Hawthorn Manor subdivision which is zoned PAD with typical single-family lot sizes of 10,000+ square feet. To the north is Countryside Estates which is also zoned PAD with typical single-family lot sizes of 10,000+ square feet. There are three residential parcels immediately to the west zoned RU-43 in unincorporated Maricopa County and one parcel zoned RU-43 to the east of the site with frontage to Chandler Heights Road. To the south are three parcels in unincorporated Maricopa County zoned RU-43.

Proposed zoning

Upon Annexation, the site will be briefly modified to assume the City's closest equivalent zoning designation which is the AG-1 district. The proposed zoning request seeks to modify the zoning to PAD for single-family residential with development standards that are closely equivalent to the City's SF-10 Single Family district. The proposed zoning will be comparable with approved zoning, single family use types, and the density established in the adjacent PAD communities to the north and east.

General Plan Designation

The Chandler General Plan 2016 identifies this site as Neighborhood which allows for a range of residential densities as well as a variety of non-residential uses. The General Plan further recommends low-density residential (2.5-3.5 dwellings units per acre) in areas adjacent to rural and large lot subdivisions. McKinley Glenn provides a transition from the neighborhoods to the north and the east as the layout and lot sizes are compatible to the surrounding existing developments.

Southeast Chandler Area Plan

The Project is also within the Southeast Chandler Area Plan (SECAP), which depicts the site as Rural/Agrarian Character allows for residential subdivisions up to 3.5 du/ac with qualifying community amenities. The proposed development is 2.4 du/ac net which is under the identified density threshold for the requirement of community amenities within residential developments between 2.5 du/ac and up to 3.5 du/ac. Regardless of size, the SECAP requires compliance with the number of PAD development standards to which the proposed development will comply with.

Table 2: SECAP PAD Development Standards

Southeast Chandler Area Plan – PAD Development Standards	
SECAP Standard	Proposed McKinley Glenn PAD
1. On average, provide 45' wide landscape setback along arterials. Provide street tree plantings and landscaping (in conformance with the SEC arterial landscape palette) including turf where possible.	The proposed development will provide at minimum 45' wide landscape setback measured from the back of the curb along Chandler Heights road. Street trees will be planted in accordance with the SECAP along the arterial roadway and all retention basins will be landscaped.
2. Use subdivision design techniques that reduce the number of houses backing up to arterial streets. Lots backing onto arterial streets should occupy no more than 50 percent of the lineal area along the perimeter.	The proposed development is accessed from an arterial roadway (Chandler Heights Road), but no lots within the community are proposed to back to the arterial street. Alternatively, a large open

	space tract will be dedicated along the full frontage of the community.
3. Provide staggers or breaks in perimeter fence walls adjoining arterial streets. Openings in perimeter fence walls should include rural character open-view fencing. Solid walls shall contain material changes, and be staggered at least every 100 ft.	The wall design of the subdivision accentuates the rural/agrarian characteristics outlined in the SECAP and is proposed to be in general conformance with the plan. The perimeter walls contain various design elements in accordance with the standard including partial and full view fence and columns provided along the wall plan across the frontage of the site. The proposed primary entryway 100% view fencing was selected with the surrounding neighborhoods Hawthorn Manor and Countryside Estates which contain a similar design. The wall materials and columns provided along the wall plane are also similar to the design characteristics of the adjacent communities.
4. Provide rural character entry features from arterial streets.	The entry monument and design will contain a large number of the character elements outlined in the SECAP and has been designed to be in conformance with the plan. These design elements include a rustic wood finished sign, rustic tubular steel trellis, Coronado split face stone, and painted smooth face block.
5. Provide four-sided elevations displaying three distinctive elevation styles per floor plan.	While the housing product is not a part of the PAD/PDP submittal, the housing architecture will be in general conformance with the provisions outlined in the SECAP.

The proposed development will convey a rural/agrarian theme and be developed with transitions and compatibility in mind as outlined in the SECAP. As outlined in the table above, the proposed development meets and exceeds all the required PAD Development Standards outlined.

4. Development Plan Concept

The proposed McKinley Glenn community will be a gated, 22-lot subdivision with a minimum lot sizes in excess of 10,000 sq.ft. The proposed typical lot sizes will be approximately 78'x 135' in width and depth. All homes within the community will be limited to single story. Primary access to the site will be off Chandler Heights Road which will be coordinated with the City's Capital Improvement Program (CIP) Chandler Heights Road project. Larger side yard setbacks will be provided in instances where the proposed homes will directly side on to existing homes to the east and west.

The proposed plan will include an entry feature that creates a sense of arrival into the development which will provide security and a luxury feel as residents enter the community into a looped private street system. Open space and retention are provided at the north of the site along Chandler Heights Road to provide a buffer to the arterial roadway.

Open space and retention is provided at the north of the site along Chandler Heights Road and amenities will be designed for use by the residents. The proposed landscaping will include a street lined tree appearance in accordance with the SECAP and the City of Chandlers landscaping requirements. All

retention basins will be landscaped in accordance with City standards. A minimum of 15% of common open space is provided throughout the subdivision.

Proposed PAD Development Standards

The following table provides the proposed development standards. The proposed development standards were modeled after the SF-10 zoning district which is the closest comparable district to the proposed PAD.

Table 3: Proposed PAD Development Standards

Development Standard	City of Chandler SF-10 District	Proposed PAD
Min. Lot Area	10,000 sq. ft.	10,000 sq. ft.
Min. Lot Width	90'	**78'**
Min. Lot Depth	100'	135'
Max. Lot Area	40%	**50%**
Max. Building Height	25'	25', 1-story
Front Yard Setback (1)	20'	10'
Rear Yard Setback	15'	20'
Side Yard Setback (2,3)	5' and 10'	5', cumulative of 15'

(1) 20' from back of sidewalk to front of face of the garage; 10' to side loaded garage or livable area
(2) The combined total feet of both side yards shall not be less than fifteen (15) feet
(3) Lots 15 and 22 shall provide side yards not less than 15' where adjacent to perimeter of the site

Support for Proposed PAD Standards

1. Min. Lot Width. The proposed PAD minimum lot width is proposed as 78' due to the parcel shape and size. At this width, it allows for a looped street design system and the ability to restrict the placement of lots along Chandler Heights Road. The proposed development is situated in a way that maximizes the width of the property. Additionally, to help account for the reduction in lot width, the lot depth is increased to provide greater area in the backyards of each lot.
2. Lot Coverage. These requests are supported by the Property's location and zoning transitions, and by the larger lot depths that exceed standards and to enhance the quality of housing in all the zoning categories. The proposed lot coverage also allows more opportunities for work-at-home space and onsite amenities such as set-back garages, patios, and accessory structures. This will help create additional opportunities for project designers to blend interior space with exterior areas, which will add value to properties. Additionally, the proposed lot coverage is necessary to allow for reasonably sized homes which are all expected to be single-story, thus taking up a greater percentage of the lot.

In review of the surrounding neighborhoods, the proposed lot development standards of McKinley Glenn are consistent with other approved community standards in the area. Countryside estates to the north is zoned PAD with a minimum lot dimension of 80'x125' and minimum lot size of 10,000 sq. ft. To the east, the existing Chandler Heights PAD lot dimensions are 80'x135' with a minimum lot size of 10,000 sq. ft. The proposed development is consistent with the surrounding developments and the SF-10 zoning district.

5. Subdivision Diversity Standards

The purpose of the Residential Guidelines for Planned Area Developments is to achieve greater diversity within new residential developments relative to lot sizes, subdivision layout, and single-family architecture, by virtue of creativity, amenity, and diversity. Section 1 of the Residential Development Standards identifies the conditions to which the Residential Standards apply to subdivisions throughout the City. As it relates to the proposed development, one of the provision's within Section 1 states:

> *"If all of the lots, either in a single parcel or within any unit of a multi-parcel PAD, are 10,000 sq. ft. and greater, none of the diversity standards in Section I shall be required."*

While technically exempt from Section 1 of the Residential Design Standards due to the proposed lots in excess of the 10,000 sq.ft. threshold, the proposed development will include and meet a vast majority of the subdivision diversity standards to ensure the development is consistent with the quality and style seen throughout the City and surrounding developments. The following table outlines all the provisions that are being met with the proposed development as they relate to the City's design standards.

Table 4: Residential Design Standards – Subdivision Diversity Elements

City Design Element	Proposed PAD
Required: 8 design elements	Total Provided: 5 out of 8
1. Sense of neighborhood arrival	The proposed development is a gated community which will have a decorative entry built around to the subdivision using a combination of walls, monumentation, theming, and landscaping to create a sense of arrival.
2. Distinctive project themes	This project falls within the SECAP area and will include rural/agrarian features in accordance with the plan. The development will be themed using a combination of different design elements in a way that is consistent with the surrounding area and vision of the SECAP.
3. Vehicular access to rear yards	Not applicable.
4. Deeper rear yard setbacks – 30 ft. 2-story	All homes are proposed as single-story homes.
5. Irregular shaped retention basins, max. 4:1 slope	Not applicable.
6. Design and improve retention areas to be useable and accessible	A proposed amenity exists in the retention area located internally on the north of the site and has been designed to be usable and ADA accessible. This area also includes landscaping, seating, and a ramada providing an enjoyable amenity area for the residents of the subdivision.
7. Provide a minimum 10-foot landscape parkway from r-o-w line to fence in a common area when lots back onto an arterial street and 5 feet when backed to a local or collector	A landscape parkway will be included with the Chandler Heights Road CIP improvements. The ROW design includes a sidewalk and landscape planting area between the back of curb and the detached sidewalk. Additionally, a pedestrian portal is included at the NW corner of the site which helps create a prominent entry character. The retention area is included behind the

	perimeter wall along Chandler Heights road and will be designed at 4:1 slope and will provide a usable space including cornhole boards, planter areas, a ramada, and seating areas for residents. No trails are identified by the City along the width of the property.
8. Provide staggers or other visual breaks in perimeter fence walls adjoining arterial streets	Perimeter fencing will provide a combination of undulation, columns, and different materials to meet the City's standards and the rural/agrarian standards outlined in the SECAP. View fencing has been included near the primary entry way and centrally located near the amenity that enables views into the community in compliance with the SECAP.
Optional Elements (Minimum Required – 10 Points):	Total Provided: 8 points
1. Provide a curvilinear street system	Not applicable.
2. Provide a number of cul-de-sacs with a diversity feature	Not applicable.
3. Provide view fencing along arterial and collector streets	The proposed development will include a combination of materials which meet the intent of the SECAP. These materials include split face block columns designed at min. 2' x 2' width and depth with a precast concrete cap, smooth face block, and tubular steel view fencing. Additionally, 2' view fence panels will be placed on 4' solid wall along the Chandler Heights Perimeter wall near the center of the site.
4. Provide wider side yards on at least 50% of lots dispersed throughout the subdivision – not less than 20 feet combined width. 15-foot side yard on each side of a 2-story home	Not applicable.
5. Group wider side yards on adjoining lot or arrange lots in another fashion to add diversity	Not applicable.
6. Provide different lot widths (at least 5-ft. differential)	The proposed development will include varying setbacks with the minimum side yard setbacks being 5'. No side yard setback shall be less than 5' and the total of both side yards shall not be less than 15'. The staggered layout throughout the subdivision is meant to add variety and character to the proposed development in accordance with the City's residential design standards.
7. Widen corner lots by at least 10 feet more than interior lots on same block or include a 10-foot wide landscape tract on the street side of the lot	Since the proposed subdivision is to be private, the proposed development will include a minimum 9' tract on the street side of the lot to better accommodate guest parking on the east side street. The walls at the end of the streets will be decorative and the tract will include

	landscaping consistent with the overall theme of the subdivision.
8. Orient building envelope on corner lots to be angled rather than parallel with side property lines	Not applicable.
9. Provide a mix of garage orientations	Multiple floor plan and elevation styles will be provided which will deemphasize the garage dominance. The subdivision will create variety through the lot fit analysis to ensure this provision is met.
10. Stagger the front yard setback to achieve a range of 6 feet or more; minimum 18 feet from front facing garage to the property line	In addition to the mix of garage orientations, a combination of livable space and front porches to further reduce garage dominance will be provided. In some instances, the front face of the home or porch may be approximately 5' away from the front face of the garage.
11. Stagger the rear setback lines for all lots backing onto an arterial street by 10 feet or more (no rear yard setback to be less than 20 feet for 1-story and 30 feet for 2-story).	Not applicable. No lots are proposed to back onto an arterial roadway.
12. Provide landscape open spaces visible from arterial street and residential street view with maximum 4:1 slopes along street frontages	The proposed developed reserves approximately 100' of landscape and retention along the Chandler Heights arterial roadway. Additionally, no homes will back onto Chandler Heights road which will further emphasize the street lined landscaping appearance as well as usable open space outside of the community walls along Chandler Heights.
13. Within a multi-parcel PAD, provide a differential of at least 2,000 sq. ft. between the minimum lot size of two (2) or more parcels	Not applicable.
14. Credit for another element may be granted within the multi-parcel PAD if the lot size differential results in a parcel with a minimum lot size of 12,000 sq. ft.	Not applicable.
15. Provide common area lakes by use of reclaimed wastewater. (Counts as two points).	Not applicable.
16. Provide common are lakes visible from streets or common areas with recreational features. (Counts as two points).	Not applicable.
17. Provide a 38% maximum lot coverage on at least 50% of the total lots, 42% maximum lot coverage on at least 25% of lots with the balance of the lots in a subdivision not to exceed 45% lot coverage	Not applicable.
18. Provide a minimum 30-foot total side yard setback width between homes for at least 50% of the total lots distributed throughout the subdivision	Not applicable.
19. Locate a continuous enlarged landscape tract at least ½ the total frontage in length along the arterial	The proposed development will provide a large landscape tract at least ½ the total frontage

or collector streets with a depth equal to the average lot depth and no more than 5 lots backing up to the tract. Landscape areas not to include solid walls creating a visual barrier	length along Chandler Heights Road and no homes are proposed to back up to the tract. Landscaping is provided along Chandler Heights Road in accordance with the SECAP and Chandler Heights CIP project. Additional landscaping will be provided at the primary entrance that will be visible from the arterial roadway.
20. Provide a minimum 20-foot landscape parkway along arterial streets, measured from the r-o-w line to the fence	A minimum 20' landscaping/retention tract measured from the r-o-w line to the fence will be provided along Chandler Heights Road.
21. Any other subdivision feature not listed.	All homes will be constructed as single-story which will create a comfortable transition to neighboring developments.
Total Points: (Minimum Required 8 + 10 optional points)	5 + 8 = 13 points

6. Grading and Drainage

The subject site is relatively flat with an elevation difference of roughly 1-foot from east to west. As shown on the Federal Emergency Management Agency (FEMA) Fold Insurance Rate Map (FIRM), map number 04013 C3106M, with a current effective date of November 14, 2015, the site falls within Flood Zone X. Zone X is defined as:

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.

A retention basin will be constructed to retain the 100-year, 2-hour storm sized at 110% of the design volume and provide active and passive use for residents.

7. Utilities

All utilities such as fire, police, and emergency medical services, water and wastewater services, solid waste and trash collection services are proposed to be through the City of Chandler government. Further review is being conducted to evaluate the opportunity to utilize reclaimed water on the north side of Chandler Heights Road to irrigate the basin and open space tracts. Other utility services include:

Electricity: Provided by SRP
Gas: Provided by Southwest Gas
Communications: Provided by Century Link / Cox Communications

8. Conclusion

McKinley Glenn will be well integrated with the surrounding areas and will be a positive addition to the improved Chandler Heights Road streetscape. The proposed development creates a distinct residential community that adds to the character and quality of the surrounding area. The proposed PAD and PDP are consistent with the City's General Plan and are complementary and compatible with the surrounding area. McKinley Glenn is a subdivision that will provide an attractive presence in the area, providing additional, diverse housing choices. We respectfully request the approval of the Annexation, PAD, and PDP.

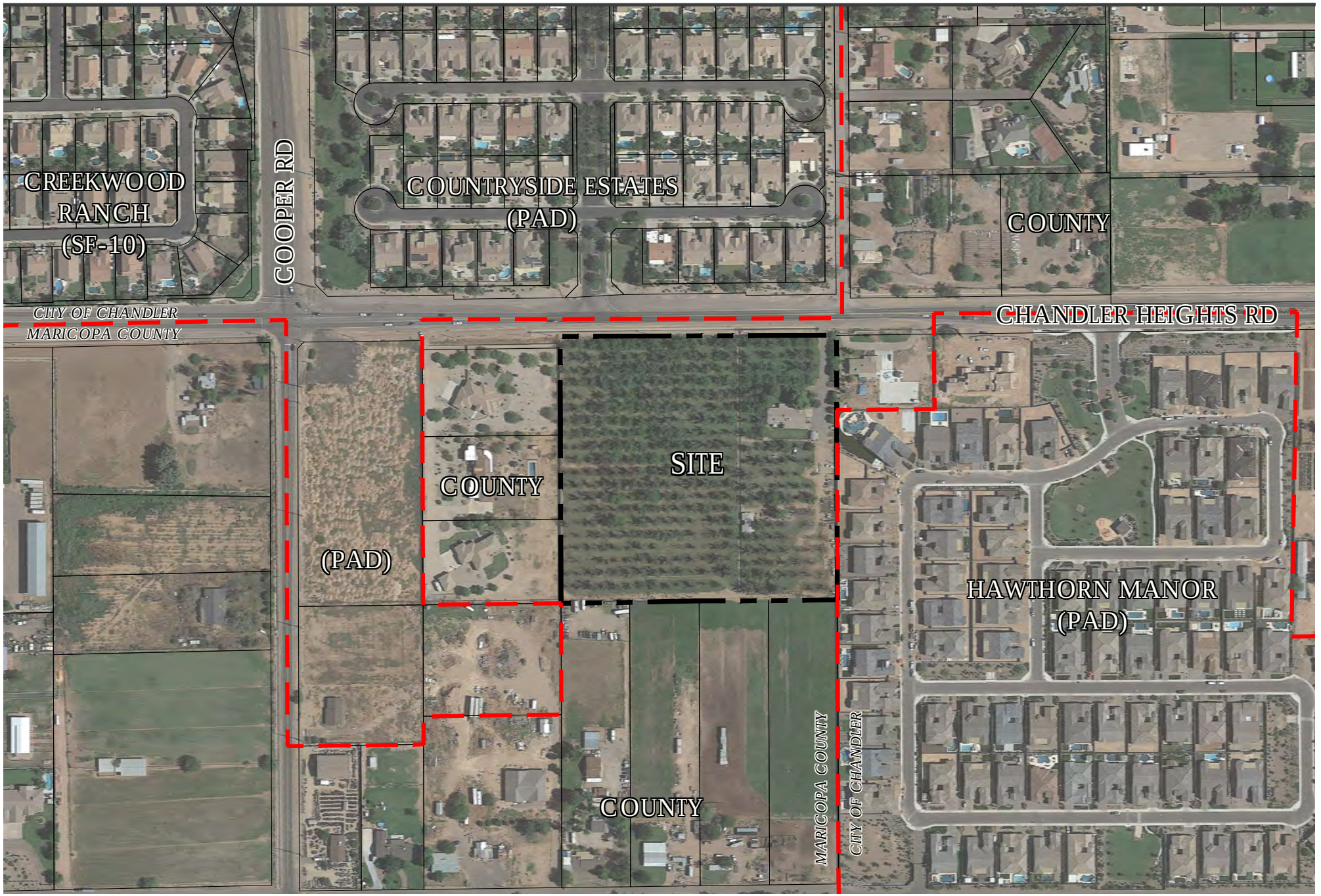


EXHIBIT A • CONTEXT AERIAL

0 150' 300'

SCALE: 1" = 300'-0"

McKINLEY GLENN

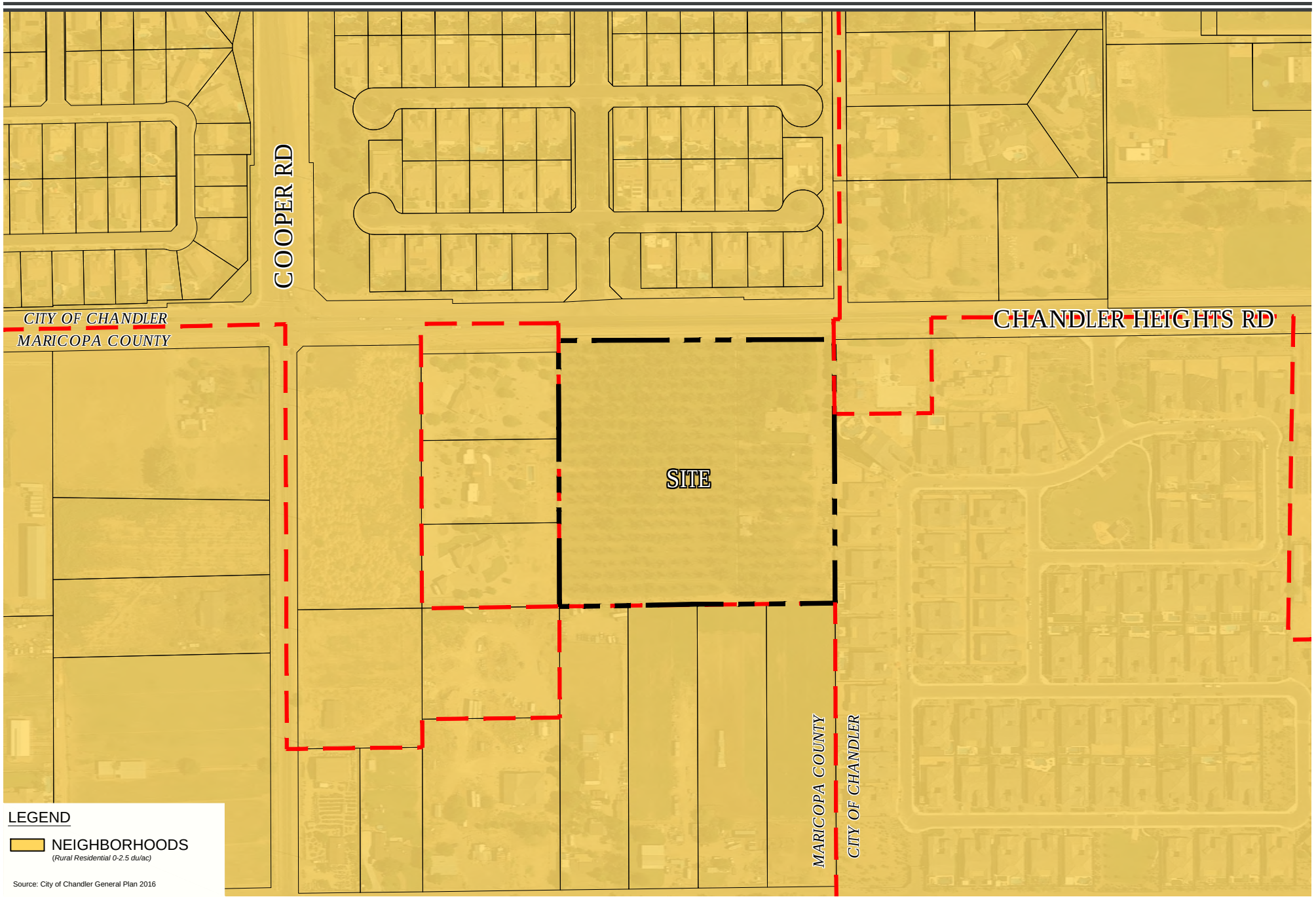


EXHIBIT B • GENERAL PLAN DESIGNATION

0 150' 300'

SCALE: 1" = 300'-0"

McKINLEY GLENN

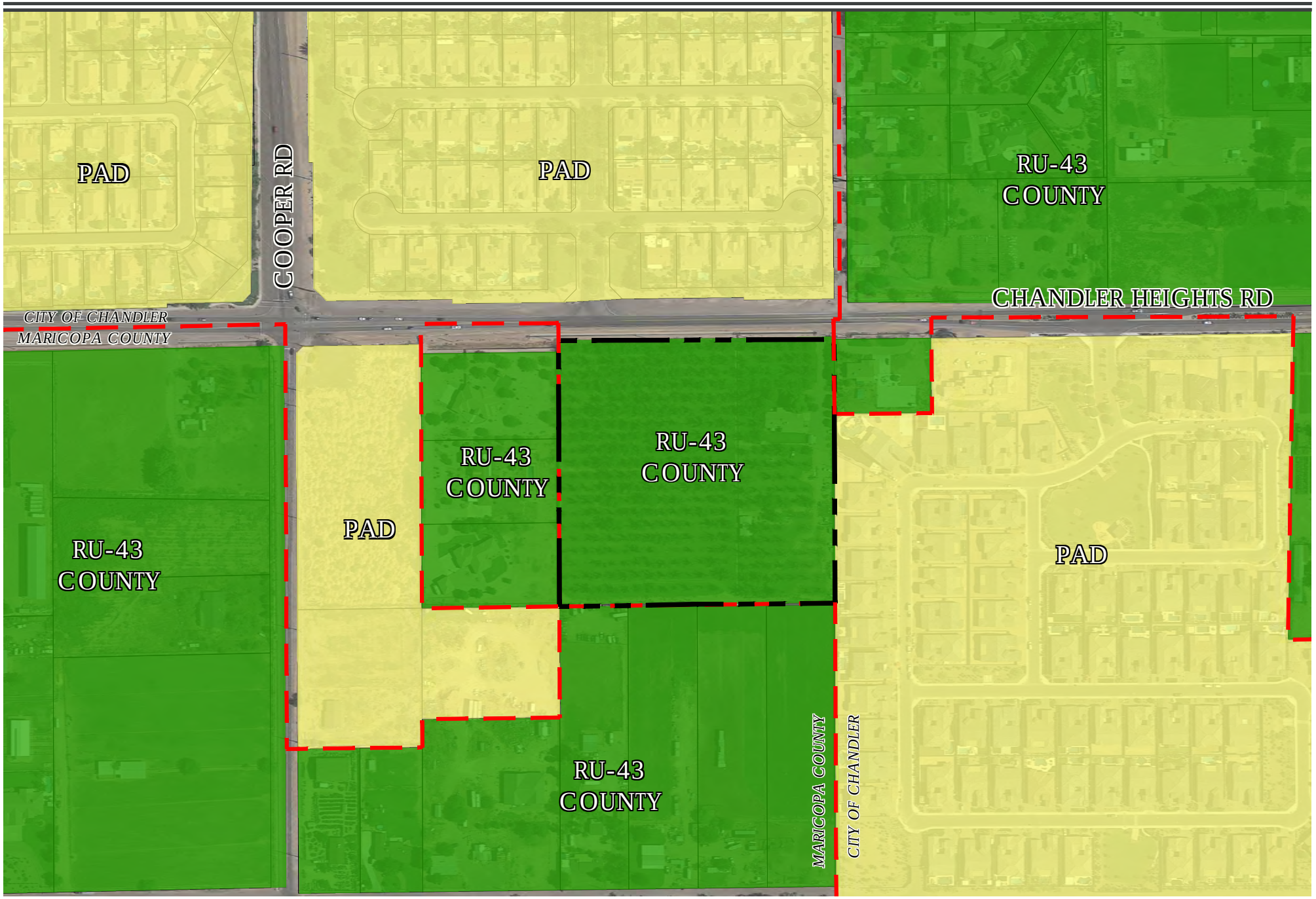


EXHIBIT C • EXISTING ZONING PRE-ANNEXATION

0 150' 300'

SCALE: 1" = 300'-0"

McKINLEY GLENN

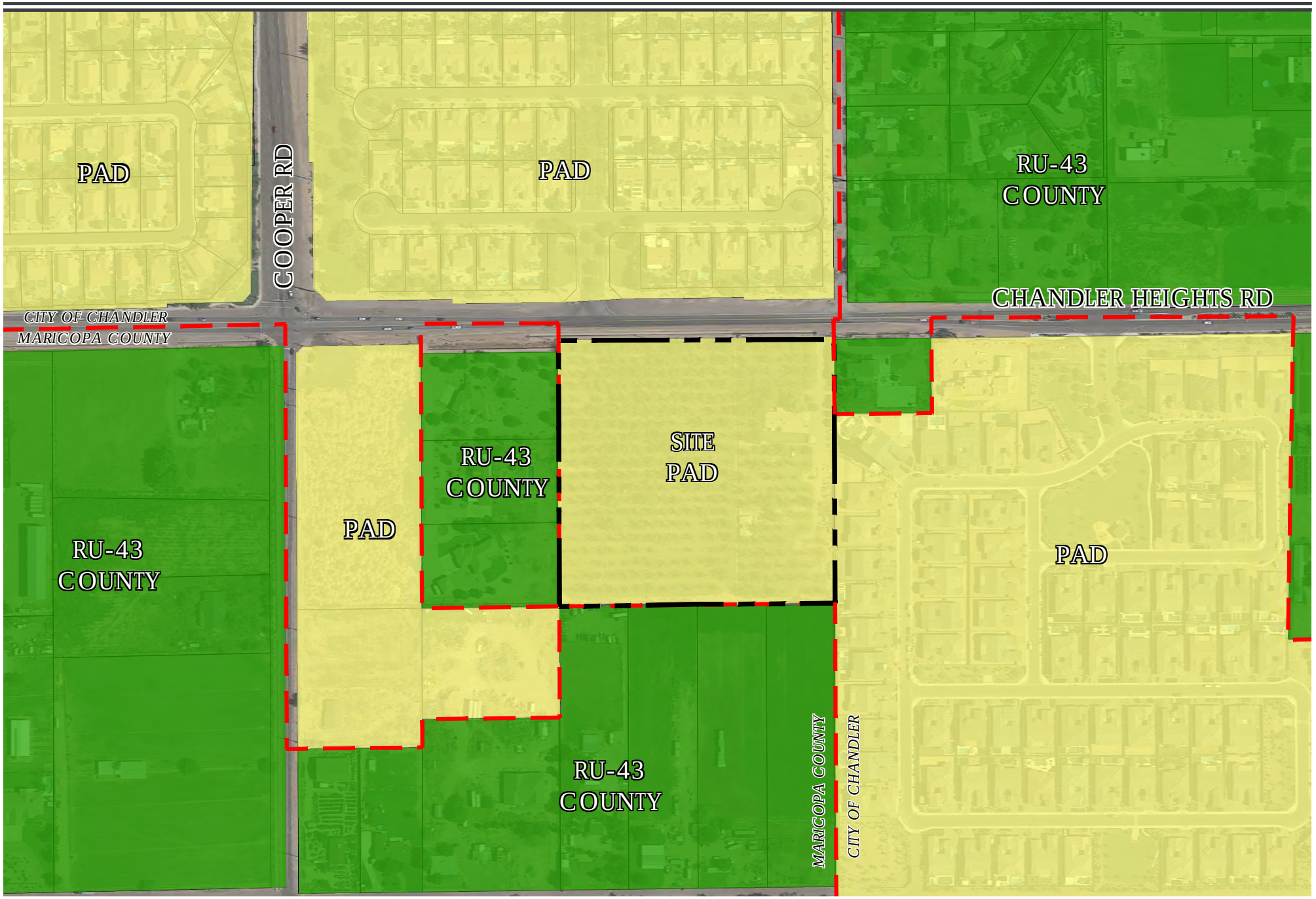


EXHIBIT D • PROPOSED ZONING AFTER ANNEXATION

McKINLEY GLENN

LEGEND

NET ACREAGE:	9.0 AC.
PROPOSED ZONING:	PAD
# OF LOTS:	22
NET DENSITY:	2.4 DU/AC
TYP. LOT SIZE:	78'X135'
OPEN SPACE:	15% of Net Site Area

*ALL HOMES TO BE ONE STORY

VICINITY MAP

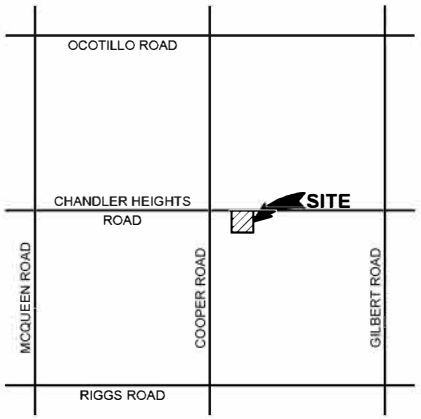


Table 1: Proposed PAD Development Standards

Development Standard	Proposed PAD
Min. Lot Area	10,000 sq. ft.
Min. Lot Width	78'
Min. Lot Depth	135'
Max. Lot Area	50%
Max. Building Height	25', 1-story
Front Yard Setback (1)	10'
Rear Yard Setback	20'
Side Yard Setback (2,3)	5', cumulative of 15'

(1) 20' from back of sidewalk to front of face of the garage; 10' to side loaded garage or livable area
(2) The combined total feet of both side yards shall not be less than fifteen (15) feet
(3) Lots 15 and 22 shall provide side yards not less than 15' where adjacent to perimeter of the site

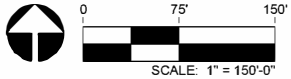


EXHIBIT E • CONCEPTUAL SITE PLAN

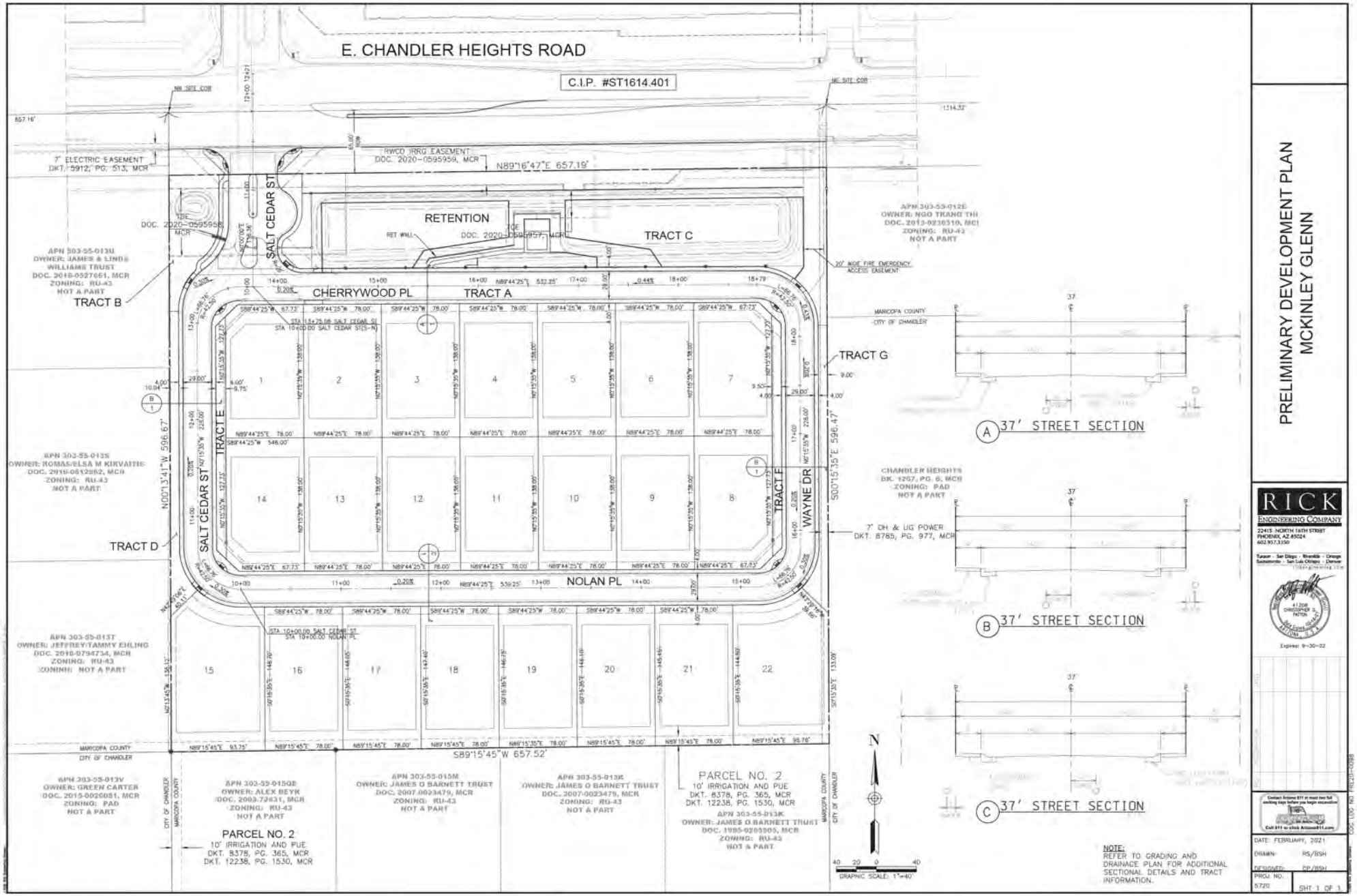


EXHIBIT F • PRELIMINARY DEVELOPMENT PLAN

McKINLEY GLENN

PLANT PALETTE

CHANDLER HEIGHTS STREET TREES

BOTANICAL NAME	COMMON NAME
Fraxinus velutina 'Rio Grande'	Fan-Tex Ash
Pinus eldarica	Mondell Pine

INTERNAL SITE TREES

BOTANICAL NAME	COMMON NAME
Fraxinus velutina 'Rio Grande'	Fan-Tex Ash
Parkinsonia X 'Desert Museum'	Desert Museum Palo Verde
Pistacia chinensis 'Red Push'	Red Push Pistache
Pinus eldarica	Mondell Pine
Caesalpinia X 'Sierra Sun'	Hybrid Mexican Bird-ofParadise
Platanus wrightii	Arizona Sycamore
Prosopis X 'AZT'	Thornless Hybrid Mesquite
Quercus virginiana 'Heritage'	Heritage Live Oak

SHRUBS / ACCENTS / CACTI

BOTANICAL NAME	COMMON NAME
Dodonae viscosa	Hopbush
Tecoma s. 'Gold Star'	Gold Star Yellow Bells
Leucophyllum l. 'Lynn's Legacy'	Lynn's Legacy Sage
Leucophyllum z. 'Cimarron'	Blue Ranger
Eremophila maculata 'Valentine'	Valentine Emu Bush
Eremophila hygrophana	Blue Bells Emu Bush
Hesperaloe p. 'Brake Lights'	Brake Lights Red Yucca
Muhlenbergia c. 'Regal Mist'	Regal Mist Muhly
Muhlenbergia e. 'El Toro'	Bull Grass
Russellia equisetiformis	Coral Fountain

GROUNDCOVER

BOTANICAL NAME	COMMON NAME
Baccharis X 'Starn' Thompson	Dwarf Coyote Bush
Bougainvillea 'Monka'	Ooh-La-La Bougainvillea
Eremophila g. 'Mingenew Gold'	Outback Sunrise Emu
Lantana 'New Gold'	New Gold Lantana
Rosmarinus o. 'Huntington Carpet'	Trailing Rosemary

LANDSCAPE KEYNOTES

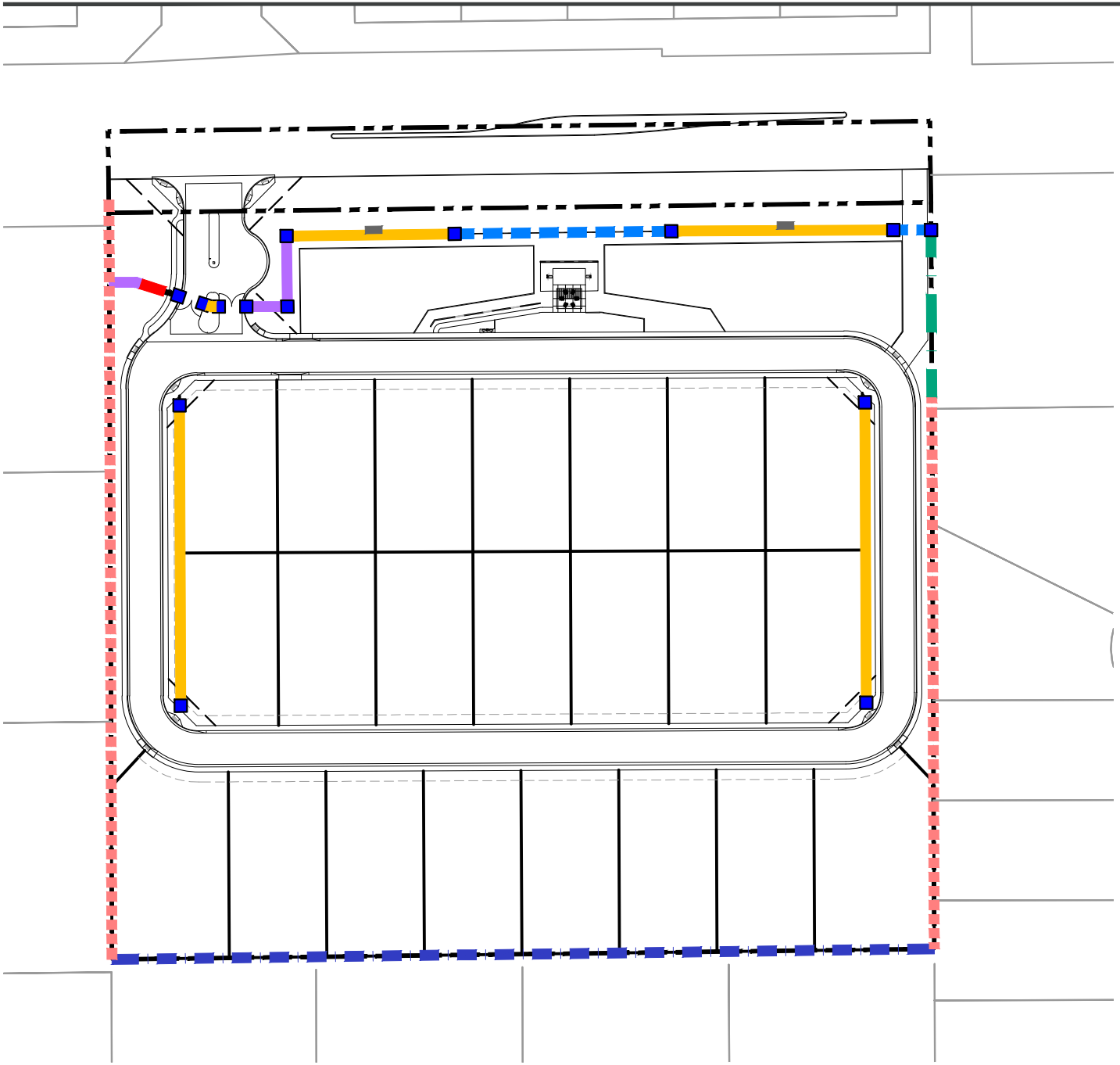
1. 9.5' LANDSCAPE TRACT
2. DETACHED SIDEWALK
3. MONUMENT SIGN
4. PASSIVE OPEN SPACE / RETENTION
5. ENTRY PORTAL
6. PERIMETER THEME WALL
7. GATED ENTRY
8. SIDEWALK
9. AMENITY (RAMADA, SEATING, CORNHOLE)
10. MAIL CLUSTER BOX

0 60' 120'

SCALE: 1" = 120'-0"

EXHIBIT G • CONCEPTUAL LANDSCAPE PLAN

McKINLEY GLENN



LEGEND

- THEME WALL
- DOOLEY WALL
- EXISTING WALL
- 6'-0" DOOLEY WALL ON 2'-0" MAX. RETAINING WALL
- 100% VIEW FENCE
- 33% VIEW WALL
- THEME WALL ENHANCEMENT
- ENTRY MONUMENT
- DECORATIVE COLUMN

0 60' 120'

SCALE: 1" = 120'-0"

EXHIBIT H • CONCEPTUAL WALL PLAN

McKINLEY GLENN

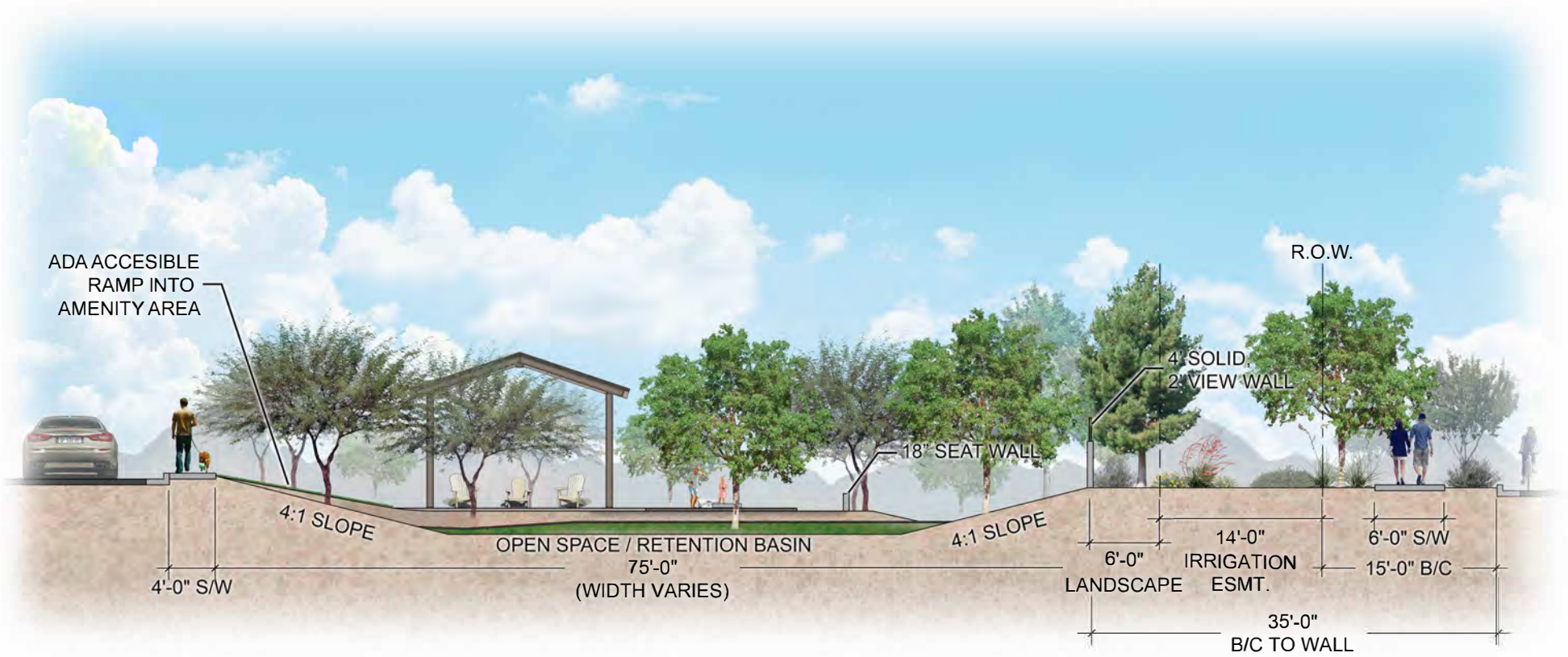
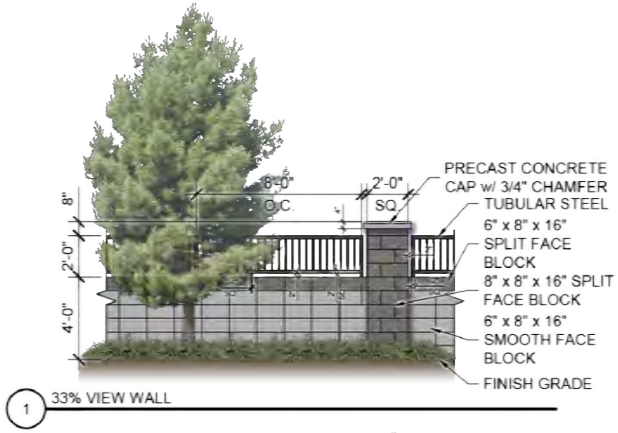
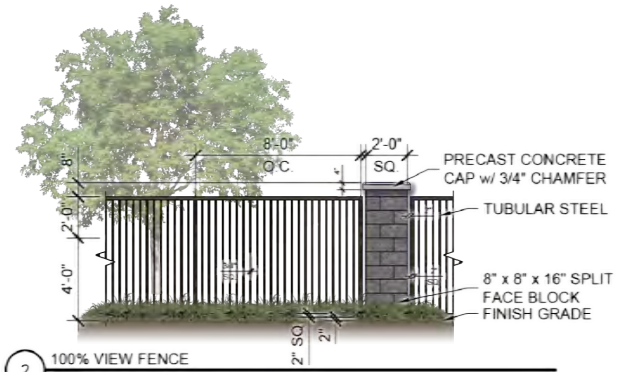


EXHIBIT I • AMENITY ELEVATION

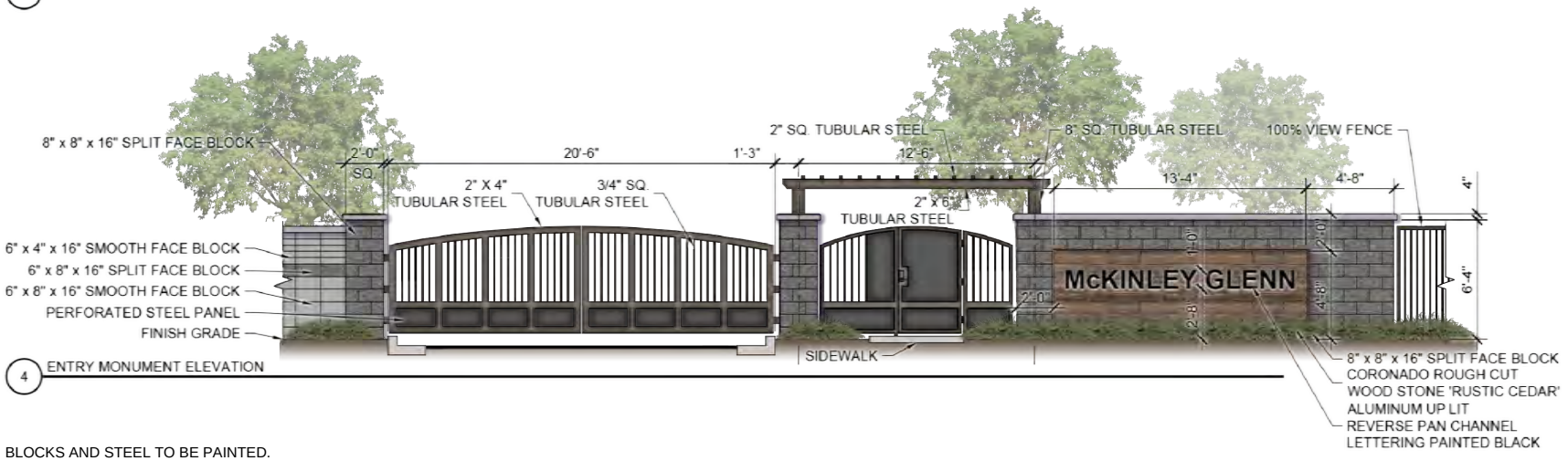


1 33% VIEW WALL



2 100% VIEW FENCE

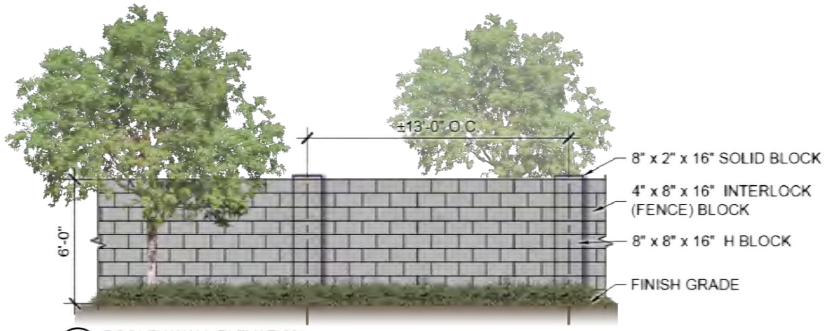
3 THEME WALL ENHANCEMENT ELEVATION



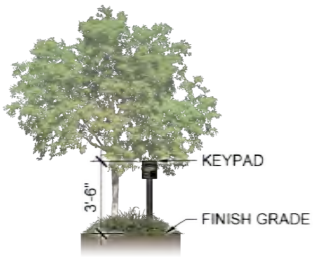
4 ENTRY MONUMENT ELEVATION

NOTE: BLOCKS AND STEEL TO BE PAINTED.

EXHIBIT J • WALL DETAILS



5 DOOLEY WALL ELEVATION



6 GATE KEYPAD ELEVATION

7 6'-0" DOOLEY WALL ON 2'-0" MAX. RETAINING WALL

8 MAIL BOX ELEVATION

NOTE: BLOCKS AND STEEL TO BE PAINTED.

EXHIBIT J • WALL DETAILS

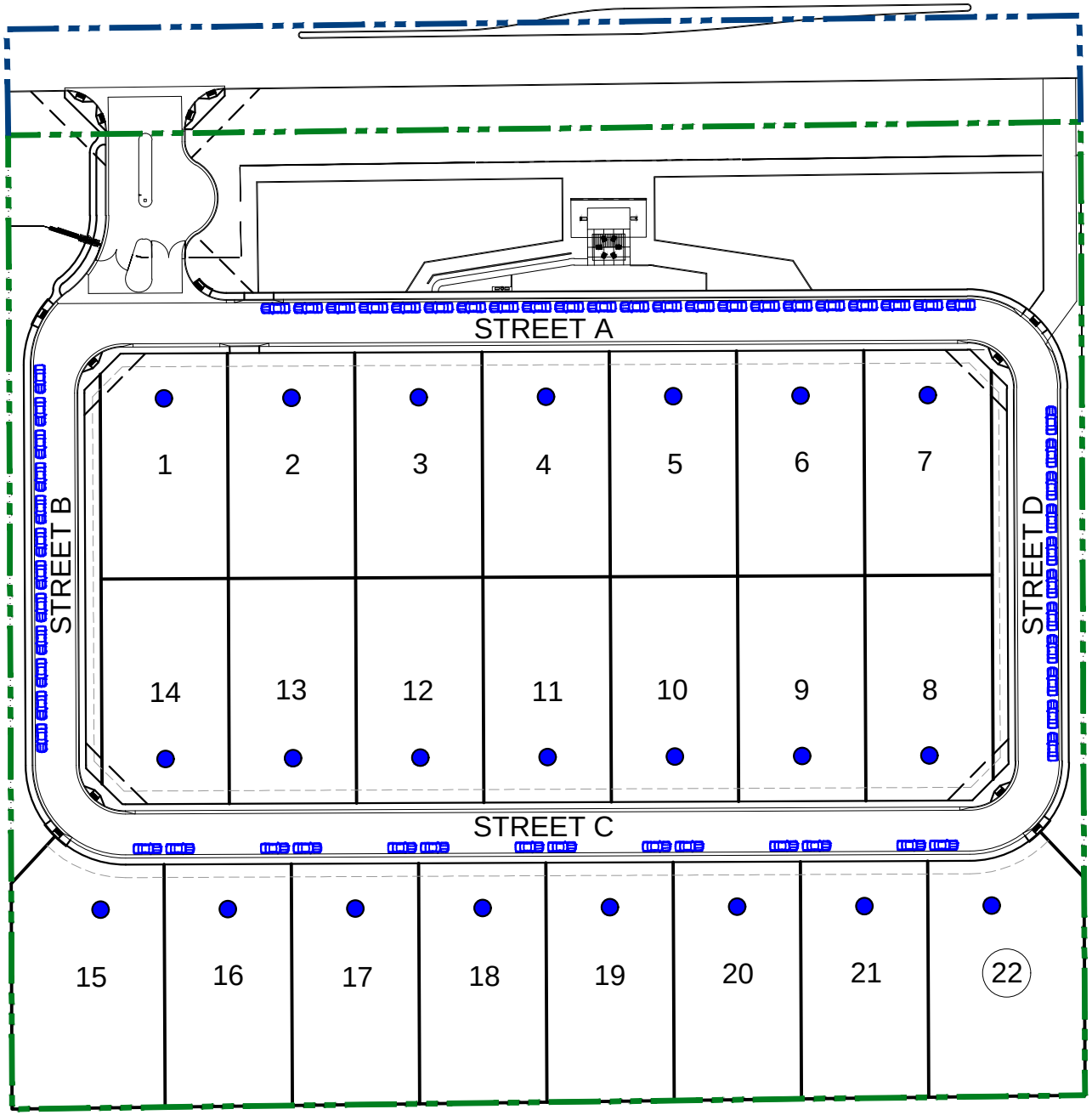
NOTE: RENDERINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY

EXHIBIT J • WALL DETAILS

McKINLEY GLENN

NOTE: RENDERINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY

EXHIBIT J • WALL DETAILS



SITE DATA	
	NET BOUNDARY
NET AREA:	9.0 AC (+/-)
PROPOSED ZONING:	PAD
# OF UNITS:	22
NET DENSITY:	2.4 DU/AC
MINIMUM LOT SIZE:	75' x 140'
DRIVEWAY GUEST SPACES:	
	22 SPACES
*ALL UNITS TO HAVE DRIVEWAYS THAT ACCOMMODATE 3 VEHICLES	
ON STREET GUEST SPACES (TYP. 9' x 19'):	
	STREET A - 22 SPACES
	STREET B - 12 SPACES
	STREET C - 14 SPACES
	STREET D - 11 SPACES
TOTAL GUEST SPACES:	81 SPACES (3.7 PER LOT)

EXHIBIT K • PARKING ANALYSIS

0 50' 100'

SCALE: 1" = 100'-0"

McKINLEY GLENN

PRELIMINARY PLAT FOR MCKINLEY GLENN

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

PHASING NOTES

THIS PROJECT HAS NO PHASING AND IMPROVEMENTS SHALL BE CONSTRUCTED CONCURRENTLY.

CITY OF CHANDLER NOTES

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 THE SET OF 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.

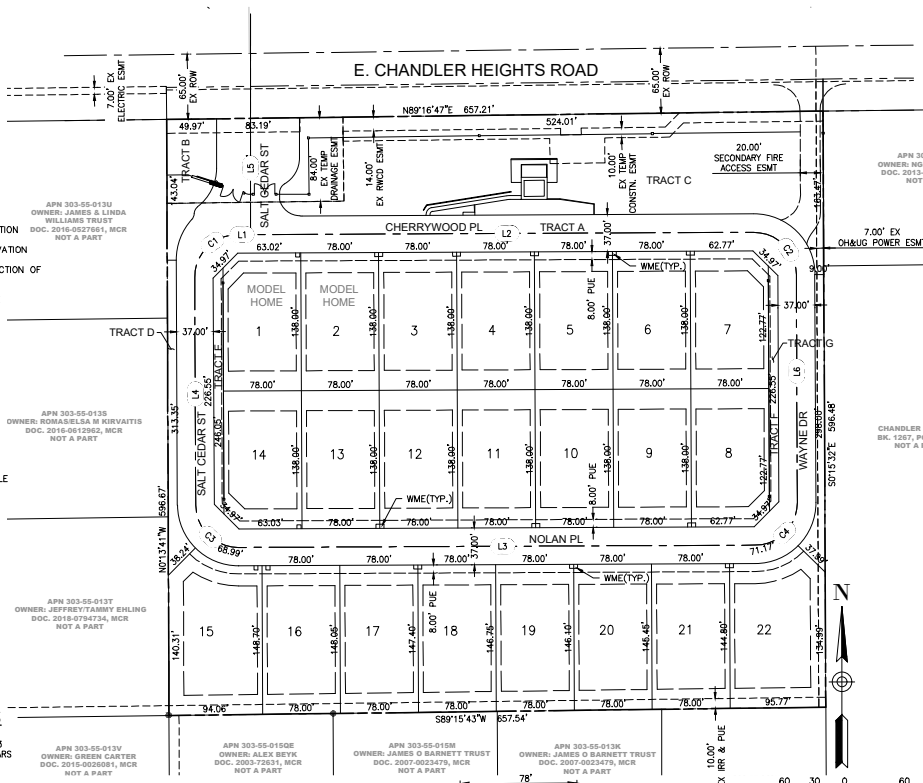
VISIBILITY EASEMENTS RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAN 6' ABOVE GROUND. TREES SHALL BE SPACED NOT LESS THAN 8' APART.

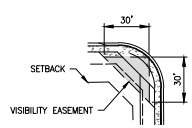
THIS PROJECT IS ADJACENT TO C.I.P. PROJECT ST1614.401 (IN FOR REVIEW) FOR CHANDLER HEIGHTS ROAD. KIMLEY HORN IS THE ENGINEER ON THE PROJECT. ALL PLANS MUST MATCH AND BE COORDINATED. CONTACT RYAN MARKS DIRECT 602216-1228 MOBILE 602-509-6261.

ABBREVIATIONS & SYMBOLS LEGEND

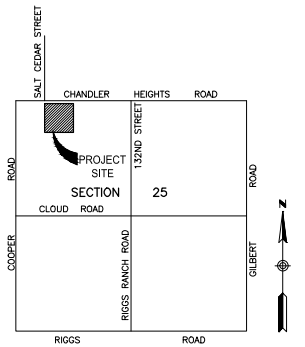
APN	ASSESSORS PARCEL NUMBER
BC	BACK OF CURB
BCHH	BRASS CAP HAND HOLE
BFP	BACK FLOW PREVENTER
BLDG	BUILDING
BSL	BUILDING SETBACK LINE
C/L	CENTERLINE
CB	CATCH BASIN
COC	CITY OF CHANDLER
CY	CUBIC YARDS
D	DELTA
DE	DRAINAGE EASEMENT
DIP	DUCTILE IRON PIPE
DW	DRY WELL
E	ELECTRIC
EB	ELECTRIC BOX
EG	EXISTING GRADE
EM	ELECTRIC METER
EOP	EDGE OF PAVEMENT
ET	ELECTRIC TRANSFORMER
EL	ELEVATION
FC	FACE OF CURB
FD	FOUND
FF	PROPOSED FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FO	FIBER OPTICS
G	GAS
GE	GRADING EASEMENT
HP	HIGH POINT
HW	HIGH WATER ELEVATION
ICV	IRRIGATION CONTROL VALVE
IRR	IRRIGATION
L	LENGTH
LID	ACCESS LID
LP	LOW POINT
LT	LEFT
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
MCR	MARICOPA COUNTY RECORD
MH	MANHOLE
NBA	NO BUILD AREA
NTS	NOT TO SCALE
P	PAVEMENT POINT ELEVATION
PAD	PLANNED AREA DEVELOPMENT
PROP	PROPOSED
P/L	PROPERTY LINE
PUE	PUBLIC UTILITY EASEMENT
R	RADIUS
R/W	RIGHT OF WAY
REQ	REQUIRED
RT	RIGHT
S/W	SIDEWALK
SD	STORM DRAIN
S	SEWER SERVICE
SC	SCUPPER
SCO	SEWER CLEAN OUT
SE	SEWER EASEMENT
SMH	SEWER MANHOLE
SP	PARKING SPACES
T	TELEPHONE
TC	TOP OF CURB
TEC	TELEPHONE CABINET
TCE	TEMPORARY CONSTRUCTION EASEMENT
TL	TRUE LENGTH
TR	TELEPHONE RISER
TSB	TRAFFIC SIGNAL BOX
TSP	TRAFFIC SIGNAL POLE
TW	TOP OF RETAINING WALL
TYP	TYPICAL
UG	UNDERGROUND
UPE	UNDERGROUND POWER EASEMENT
UVE	UNOBSTRUCTED VIEW EASEMENT
VERT.	VERTICAL
VNAE	VEHICLE NON ACCESS EASEMENT
VOL	VOLUME
VTE	VIEW TRIANGLE EASEMENT
Vp	VOLUME PROVIDED
Vr	VOLUME REQUIRED
W	WATER
W/O	WITHOUT
WE	WATER EASEMENT
WS	WATER SERVICE
WSE_{100}	WATER SURFACE ELEVATION–100YR STORM
WS&E	WATER & SEWER EASEMENT
WME	WATER METER EASEMENT

1300	EXISTING CONTOUR ELEVATION
1300	PROPOSED CONTOUR ELEVATION
	PROPOSED SLOPE & DIRECTION OF DRAINAGE FLOW
	EXISTING SEWER MANHOLE
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
8" W	PROPOSED WATER LINE
8" S	PROPOSED SEWER LINE
8" W	EXISTING WATER LINE
8" S	EXISTING SEWER LINE
	FLOW ARROW
	PROPOSED WATER VALVE
	PROPOSED SEWER MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED DRYWELL
	PROPOSED WATER METER





SIGHT VISIBILITY DETAIL
NTS



VICINITY MAP
NTS

OWNER/DEVELOPER

CACHET HOMES
10446 N 74TH STREET #220
SCOTTSDALE, AZ 85258
PHONE: (480) 556-7022
CONTACT: RON HOMYAK
EMAIL:RHOMYAK@CACHETHOMES.NET

ENGINEER

RICK ENGINEERING COMPANY
22415 NORTH 16TH STREET
PHOENIX, ARIZONA 85024
PHONE: (602) 957-3350
CONTACT: CHRIS PATTON, PE
EMAIL: CPATTON@RICKENGINEERING.COM

ADDRESS

THE SOUTH EAST CORNER OF CHANDLER HEIGHTS ROAD AND SALT CEDAR STREET, CHANDLER, ARIZONA

SITE DATA

COUNTY PARCEL: 303-55-986

EXISTING ZONING: RU-43
GROSS ACREAGE: 9.983 ACRES
NET ACREAGE: 9.002 ACRES
NUMBER OF LOTS/UNITS: 22
DENSITY (NET): 2.44 DU/ACRE
REQUIRED RETENTION VOLUME (Vr): 62,000 CF

BENCHMARK

SECTION 25, T2S, R5E, 3" CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH, 300' EAST OF INTERSECTION OF COOPER RD AND CHANDLER HEIGHTS RD, 12.5' SOUTH OF EDGE OF PAVEMENT.

CITY OF CHANDLER BENCHMARK – #49

ELEVATION= 1244.49 (NAVD 88)

LOT AREA		
LOT #	AREA SF	AREA AC
1	10651.87	0.24
2	10764.00	0.25
3	10764.00	0.25
4	10764.00	0.25
5	10764.00	0.25
6	10764.00	0.25
7	10648.07	0.24
8	10648.07	0.24
9	10764.00	0.25
10	10764.00	0.25
11	10764.00	0.25
12	10764.00	0.25
13	10764.00	0.25
14	10651.88	0.24
15	14328.15	0.33
16	11573.43	0.27
17	11522.68	0.26
18	11471.93	0.26
19	11421.18	0.26
20	11370.43	0.26
21	11319.68	0.26
22	14185.47	0.33

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	13.55'	S89°44'25.37"W
L2	503.71'	S89°44'25.37"W
L3	517.25'	N89°44'25.37"E
L4	228.00'	S00°15'34.63"E
L5	220.56'	S00°00'00.00"E
L6	228.00'	N00°15'34.63"W

TRACT TABLE		
TRACT	USE	AREA (SF)
A	PRIVATE STREET AND P.U.E	74,373
B	P.U.E., L.S	5,070
C	P.U.E., L.S, D.E, RECREATION	54,461
D	P.U.E., L.S	3,223
E	P.U.E., L.S	2,304
F	P.U.E., L.S	2,242
G	P.U.E., L.S	3,041

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	66.76'	42.50'	090°00'00""
C2	66.76'	42.50'	090°00'00""
C3	66.76'	42.50'	090°00'00""
C4	66.76'	42.50'	090°00'00""

BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 2 EAST. SAID LINE BEARS NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST.

LEGAL DESCRIPTION

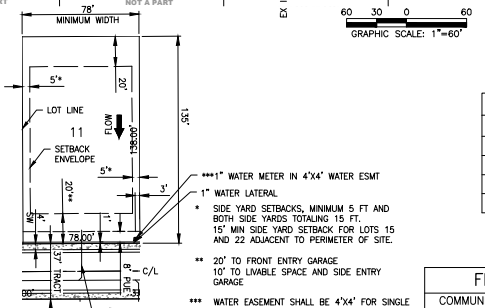
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION IN GENERAL WARRANTY DEED RECORDED JULY 6, 2020 IN RECORDING NO. 2020-595956, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

A PORTION OF LAND WITH THAT CERTAIN PROPERTY DESCRIBED IN RECORDING NO. 2016-527661, MARICOPA COUNTY RECORDS (MCR), LYING WITHIN THE NORTHWEST QUARTER 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 THE NORTHWEST CORNER OF SAID SECTION 25 BEING A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 25 BEING A BRASS CAP IN HANDHOLE BEARS NORTH 89 DEGREES 16 MINUTES 40 SECONDS EAST (BASIS OF BEARING), A DISTANCE OF 2628.72 FEET;
THENCE ALONG THE NORTH LINE OF SAID SECTION 25, NORTH 89 DEGREES 16 MINUTES 40 SECONDS EAST, A DISTANCE OF 657.18 FEET, TO THE PROLONGATION OF THE WEST LINE OF SAID PROPERTY AND THE POINT OF BEGINNING;
THENCE DEPARTING SAID PROLONGATION OF SAID WEST LINE CONTINUING ALONG SAID NORTH LINE, NORTH 89 DEGREES 16 MINUTES 40 SECONDS EAST, A DISTANCE OF 657.18 FEET, TO THE PROLONGATION OF THE EAST LINE OF SAID PROPERTY;
THENCE DEPARTING SAID NORTH LINE ALONG SAID PROLONGATION OF SAID EAST LINE, SOUTH 00 DEGREES 15 MINUTES 32 SECONDS EAST, A DISTANCE OF 65.00 FEET;
THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 16 MINUTES 40 SECONDS WEST, A DISTANCE OF 657.21 FEET, TO THE WEST LINE OF SAID PROPERTY;
THENCE NORTH 00 DEGREES 13 MINUTES 41 SECONDS WEST, A DISTANCE OF 65.00 FEET, TO THE POINT OF BEGINNING.

PARCEL NO. 2:
AN EASEMENT FOR IRRIGATION AND PUBLIC UTILITY PURPOSES OVER THE SOUTH 10 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE EAST 10 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE EAST 10 FEET OF THE NORTH 15 FEET OF SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



TYPICAL LOT DETAIL
NTS

FLOOD INSURANCE RATE MAP (FIRM) INFORMATION						
COMMUNITY NUMBER	PANEL NUMBER	PANEL DATE	SUFFIX	FIRM DATE	FIRM ZONE	BASE FLOOD ELEVATION
040037	3106	11/4/2015	M	11/4/2015	X	<1'

PRELIMINARY PLAT FOR MCKINLEY GLENN

RICK ENGINEERING COMPANY
22415 NORTH 16TH STREET
PHOENIX, ARIZONA 85024
(602) 957-3350
ricksengineering.com

41208 CHRISTOPHER G. PATTON
Expires: 9-30-22

REV	DESCRIPTION	DATE

Contact Arizona 811 at least two full working days before you begin excavation
Arizona811.com
Call 811 or click Arizona811.com

DATE: APRIL, 2021
DRAWN: RS/BSH
DESIGNED: CP/BSH
PROJ NO. 5720
SHT 1 OF 1

COC LOG NO: PL121-0008

McKinley Glen
Mark Jenkins to: Lauren.Schumann@chandleraz.gov 03/04/2021 09:44 AM
History:
This message has been replied to.

To Whom It May Concern:

We are writing this letter to express our support for case #PLH20-0063/PLT21-008 (McKinley Glenn) that has been proposed to be built adjacent to our home. Given the proximity of our backyard in relation to a planned homesite in the southeast corner of their community, Cachet Homes has been very cooperative in helping to resolve some of the early concerns that we had. We believe that the McKinley Glenn community will be a good and compatible use of the current property.

Sincerely,

Mark and Janet Jenkins

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-024

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Kristine Gay, Senior Planner
Subject: PLH20-0064/PLH20-0065/PLT21-0014 Dobson/Pecos Development
Adoption of Resolution No. 5464
Introduction and Tentative Adoption of Ordinance No. 4969
Request: Area Plan Amendment to the San Tan Area Plan by adding "Commercial" and "Multi-family"

Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for “Mixed-Use, Office, Medical Uses, Commercial, Retail, and Age-Restricted Multi-family” with a Mid-Rise Overlay

Preliminary Development Plan (PDP) for site layout and building architecture for age-restricted multi-family

Preliminary plat approval

Location: Northwest corner of Dobson and Pecos Roads
Applicant: Brennan Ray, Burch & Cracchiolo Attorneys

Proposed Motion:

Area Plan
Move City Council approve Resolution No. 5464 San Tan Area Plan amendment, PLH20-0064, located at the northwest corner of Dobson and Pecos roads as recommended by Planning and Zoning Commission.

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 4969 approving PLH20-0065 Dobson/Pecos Development, Rezoning from AG-1 to PAD for Mixed-Use, Office, Medical Uses, Commercial, Retail, and Age-Restricted Multi-family with a Mid-Rise Overlay located at the northwest corner of Dobson and Pecos roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH20-0065 Dobson/Pecos Development for building architecture and site layout for age-restricted multi-family located at the northwest corner of Dobson and Pecos roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT21-0014, located at the northwest corner of Dobson and Pecos roads, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Site is currently undeveloped and zoned for agricultural land uses.
- 15.7 net-acre overall site is divided into two lots. Lot 1 to the south is 7.6 net-acres in area. Lot 2 to the north is 8.1 net-acres in area.
- The overall site is proposed to be rezoned to PAD for a mixture of medical office, commercial, and active adult multi-family land uses. The ordinance prescribes land uses for the northern and southern portions of site.

Surrounding Land Use Data:

North	Fairview Road then Medical Offices	South	Pecos Road then a Vacant Commercial Corner and Medical Offices
East	Dobson Road then Medical Offices	West	Independent Living Facility and Medical Offices

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Growth Area 5, Medical/Regional Retail and Neighborhoods	No Change
San Tan Area Plan	North: Office, Medical Office South: Office, Commercial, Retail	North: Add Commercial South: Add Multi-Family

Proposed Development

Land Uses Permitted by Proposed Rezoning

"Lot 1" Southern 7.6 Net-Acres	• Age-Restricted Multi-Family Dwelling Units This includes the ability to provide active adult, senior living, independent living, assisted living, or memory care for residents age 55+
"Lot 2" Northern 8.1 Net-Acres	• Office Uses: General, professional, administrative, and medical office • Medical Uses: Ambulatory surgery center, outpatient medical services, urgent care medical services, health centers, hospital supplies, laboratories serving professional requirements, laboratory supplies, medical and dental offices and clinics, outpatient imaging, medical spas, physical therapy, massage, dialysis, pharmacy use; • Commercial Uses: Retail, restaurant, and commercial services uses other than those commercial service uses listed above, as an ancillary use

Proposed Development of Lot 1:

Land Use	Age-Restricted (55+) Multi-Family
# of Units	185 Multi-Family dwelling units

Density	24.3 dwelling units per net-acre
Building Setbacks (min.)	East (Dobson Road): 50 feet South (Pecos Road): 50 feet North: 10 feet West: 10 feet
Building Height	4 stories The proposed Midrise overlay would allow building heights up to a maximum of 60 feet on Lot 1. The proposed Preliminary Development Plan shows a height of 48' ¾" to top of parapet (shown in elevations)
Parking	1.34 spaces per unit
Amenities	Outdoor: Resort-style pool with lap lanes, pickle ball court, a community garden area with raised beds, an event/yoga lawn, bocce court, and a dog park. Indoor: 24-hour wellness and fitness studio, clubroom lounge and community kitchen with coffee bar and wine cooler, quiet lounge and library, media room, game room, craft room and business center. Operational: Over 30 activities per month to enhance wellness and create a strong sense of community fitness, dance, cooking, art, and educational classes, music, and resident happy hours.

Proposed Development of Lot 2:

Building Setbacks (min.)	North (Fairview Street): 20' East (Dobson Road): 50' West: 20' South: 20'
Site Layout, Building Design and Height	The proposed Midrise overlay would allow building heights up to a maximum of 90 feet for Lot 2. Specific site layout and building design will be determined as part of separate future Preliminary Development Plan, as approved by City Council.

Review and Recommendation

Staff finds the proposed area plan amendment, rezoning, and mid-rise overlay for the overall site as well as the preliminary development plan for the southern portion of the site, "Lot 1," align with the goals of the General Plan.

The General Plan identifies the overall site as being located within Growth Area 5, where medical and regional commercial land uses are guided for as well as a mixture of supporting land uses such as nursing homes and a variety of residential densities.

The northern portion of this site, "Lot 2," will be rezoned for medical land uses. Other commercial and office land uses will also be permitted on Lot 2; however, staff has included stipulations to ensure that retail or non-medical-related commercial uses may only be provided as accessory land uses. A future Preliminary Development Plan (PDP) will need to be approved by Council prior to development of Lot 2. The southern portion of the overall site, "Lot 1," has been stipulated to accommodate only age restricted dwelling units. With this stipulation, the proposed active-adult development appears to uniquely align with the goals of Growth Area 5, as well as the future land use designation of "Neighborhoods," by being a residential land use that supports existing and future medical uses on Dobson Road.

A representative of Dignity Health, which owns and operates Chandler Regional Medical

Center, shared that the proximity of Lot 2 to the hospital will help support future needs of Chandler Regional Medical Center by providing the ability to develop additional specialty medical offices or clinical uses on Lot 2, or by relocating administrative uses to Lot 2 in order to expand medical uses at Chandler Regional Medical Center. Per the applicant, as a condition of Dignity acquiring Lot 2 from the present owner, a deed restriction has been placed on the southern portion of the site, Lot 1, that contains a prohibition on a variety of medical uses.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- To comply with CDC social distancing guidelines, the applicant hosted digital neighborhood meetings via Zoom on February 11, and March 18, 2021.
- Two residents attended the first meeting and one attended the second. General questions were received. No comments of opposition were received.
- As of writing this memo, Planning staff has received one further phone call from a resident inquiring about the proposed units as he was interested in them for his family member.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting of April 21, 2021.
Motion to Approve

In Favor:6 Opposed:0

During their study session, several commissioners stated that they liked the design of the development. The Planning Commission agreed to add zoning stipulation number 9 restricting the age of residents in the multifamily development to ensure that it remains a senior living community. In addition, the Planning Commission requested that date palms be added to the ends of the building facing Dobson Road. The applicant agreed to the stipulation and to work with staff in adding date palms.

Recommended Conditions of Approval

Area Plan Amendment
Planning staff find the request is in compliance with the General Plan. Planning and Zoning Commission recommends the City Council approve the Area Plan Amendment to the San Tan Area Plan by adding "Commercial" and "Multi-family" as shown on the Area Plan Amendment Exhibit.

Rezoning
Planning staff find the request is in compliance with the General Plan. Planning and Zoning Commission recommends the City Council approve the rezoning from AG-1 to PAD for Mixed-Use, Office, Medical Uses, Commercial, Retail, and Multi-family land uses subject to the following conditions:

1. Lot 1, as defined in the legal description shall be limited to the following land uses:
    1. Multi-family dwelling units;
    2. Assisted living and/or memory care; or
    3. Such other uses that are similar to those listed above and approved by the Zoning Administrator.

2. Lot 2, as defined in the legal description shall be limited to the following land uses:
    1. All office uses, including, but not limited to general, professional, administrative, and medical office;
    2. Medical uses, including, but not limited to ambulatory surgery center, outpatient medical services, urgent care medical services, health centers, hospital supplies, laboratories

serving professional requirements, laboratory supplies, medical and dental offices and clinics, outpatient imaging, medical spas, physical therapy, massage, dialysis, pharmacy use;
3. Retail, restaurant, and commercial services uses other than those commercial service uses listed above, as an ancillary use; or
4. Such other uses that are similar to those listed above and approved by the Zoning Administrator.

3. Any buildings constructed on Lot 1, as defined in the legal description, shall be limited to a maximum building height no greater than sixty (60) feet.

4. Any buildings constructed on Lot 2, as defined in the legal description, shall be limited to a maximum building height no greater than ninety (90) feet.

5. Development of the overall site shall be in substantial conformance with the Development Booklet, entitled, “Dobson/Pecos Development” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0065, 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.

6. Prior to development of Lot 2 as defined in the legal description, a separate Preliminary Development Plan for site layout and building design shall be approved by the City Council.

7. 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.

8. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

9. Lot 1 as defined in the legal description shall be an age-specific community in which a head of household or spouse must be 55 years or older and in which minors are prohibited from living on the property. The developer shall record a non-revocable deed restriction consistent with the age restrictions contained in this stipulation and in conformance with the federal Housing for Older Persons Act and other applicable federal housing statutes.

Preliminary Development Plan
Planning staff find the request is in compliance with the General 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 “Dobson/Pecos Development” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0065, 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 and all other improvements 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. Signage shall be designed in coordination with landscape plans, planting materials, storm water basins, site contours, utility pedestals, and other site appurtenances or features so as not to create problems with sign visibility or prompt the removal of required or proposed landscaping.

7. All mechanical equipment shall be fully screened on all sides. Said screening shall be architecturally integrated with the building.

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.

Preliminary Plat
Upon finding consistency with the General Plan and the proposed rezoning and preliminary development plan, Planning and Zoning Commission recommends Council 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.

Attachments

Ordinance No. 4969 Signed
Resolution No. 5454 Signed
Vicinity Maps
Narrative
Development Booklet
Preliminary Plat

ORDINANCE NO. 4969

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM AGRICULTURAL (AG-1) TO PLANNED AREA DEVELOPMENT (PAD) FOR MIXED-USE, OFFICE, MEDICAL USES, COMMERCIAL, RETAIL, AND MULTI-FAMILY WITH A MID-RISE OVERLAY AS SHOWN IN CASE PLH20-0065 (DOBSON/PECOS DEVELOPMENT) LOCATED AT THE NORTHWEST CORNER OF DOBSON AND PECOS 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 lots are hereby rezoned from AG-1 to PAD for mixed-use with a mid-rise overlay, subject to the following conditions:

1. Lot 1, as defined in the legal description shall be limited to the following land uses:
   a. Multi-family dwelling units;
   b. Assisted living and/or memory care; or
   c. Such other uses that are similar to those listed above and approved by the Zoning Administrator.

2. Lot 2, as defined in the legal description shall be limited to the following land uses:

a. All office uses, including, but not limited to general, professional, administrative, and medical office;
b. Medical uses, including, but not limited to ambulatory surgery center, outpatient medical services, urgent care medical services, health centers, hospital supplies, laboratories serving professional requirements, laboratory supplies, medical and dental offices and clinics, outpatient imaging, medical spas, physical therapy, massage, dialysis, pharmacy use;
c. Retail, restaurant, and commercial services uses other than those commercial service uses listed above, as an ancillary use; or
d. Such other uses that are similar to those listed above and approved by the Zoning Administrator.

3. Any buildings constructed on Lot 1, as defined in the legal description, shall be limited to a maximum building height no greater than sixty (60) feet.

4. Any buildings constructed on Lot 2, as defined in the legal description, shall be limited to a maximum building height no greater than ninety (90) feet.

5. Development of the overall site shall be in substantial conformance with the Development Booklet, entitled, "Dobson/Pecos Development" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0065, 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.

6. Prior to development of Lot 2 as defined in the legal description, a separate Preliminary Development Plan for site layout and building design shall be approved by the City Council.

7. 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.

8. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

9. Lot 1 as defined in the legal description shall be an age-specific community in which a head of household or spouse must be 55 years or older and in which minors are prohibited from living on the property. The developer shall record a non-revocable deed restriction consistent with the age restrictions contained in this stipulation and in conformance with the federal Housing for Older Persons Act and other applicable federal housing statutes.

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. 4969 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"
Page 1 of 2

MERA CHANDLER
LEGAL DESCRIPTION & SITE AREA
2020-10-26

PARCEL 1:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE SOUTH AND EAST 33 FEET FOR ROAD PURPOSES; AND
EXCEPT THAT PORTION CONVEYED TO THE CITY OF CHANDLER BY FINAL ORDER OF CONDEMNATION RECORDED JULY 7, 2004 IN RECORDING NO. 20040781686, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, SAID CORNER BEING MONUMENTED WITH A BRASS CAP IN HAND HOLE;
THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 33.01 FEET;
THENCE NORTH 00 DEGREES 22 MINUTES 06 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST PARALLEL WITH AND 33.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 89.00 FEET;
THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST, A DISTANCE OF 66.23FEET;
THENCE NORTH 00 DEGREES 22 MINUTES 06 SECONDS WEST PARALLEL WITH AND 75.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 31, A DISTANCE OF 300.01 FEET;
THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, A DISTANCE OF 10.00 FEET;
THENCE NORTH 00 DEGREES 22 MINUTES 06 SECONDS WEST PARALLEL WITH AND 65.00 FEET WEST OF SAID EAST LINE, A DISTANCE OF 878.93 FEET;
THENCE NORTH 45 DEGREES 14 MINUTES 03 SECONDS WEST, A DISTANCE OF 28.35 FEET;
THENCE NORTH 00 DEGREES 22 MINUTES 06 SECONDS WEST PARALLEL WITH AND 85.00 FEET WEST OF SAID EAST LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 47.00 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN RECORDING NO. 86-337174, RECORDS OF SAID COUNTY;
THENCE SOUTH 02 DEGREES 16 MINUTES 37 SECONDS EAST ALONG LAST SAID WEST LINE, A DISTANCE OF 150.13 FEET TO THE MOST SOUTHERLY CORNER OF SAID CERTAIN PARCEL;
THENCE SOUTH 00 DEGREES 22 MINUTES 06 SECONDS EAST PARALLEL WITH AND 33.00 FEET WEST OF SAID EAST LINE, A DISTANCE OF 1146.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, BEING MONUMENTED BY A CITY OF CHANDLER BRASS CAP IN HAND HOLE, WHICH THE SOUTHWEST CORNER SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, BEING MONUMENTED BY A CITY OF CHANDLER BRASS CAP IN HAND HOLE, BEARS SOUTH 89 DEGREES 35 MINUTES 15 SECONDS EAST, A DISTANCE OF 1327.63 FEET;
THENCE NORTH 00 DEGREES 00 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,329.00 FEET;
THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, ALONG THE MONUMENT LINE OF FAIRVIEW ST., A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 592.58 FEET TO THE EAST LINE OF THE MINOR LAND DIVISION FOR "ASANTE CHANDLER" RECORDED IN BOOK 1055 OF MAPS, PAGE 43, RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE DEPARTING SAID MONUMENT LINE, SOUTH 00 DEGREES 01 MINUTES 09 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 608.54 FEET TO THE NORTH LINE OF THE FINAL PLAT FOR "THE PARK AT COPPER CREEK" RECORDED IN BOOK, 1327 OF MAPS, PAGE 22, MARICOPA COUNTY RECORDS;
THENCE DEPARTING SAID EAST LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 103.00 FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 89 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 509.70 FEET TO A LINE WHICH IS PARALLEL WITH, AND 65.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

"EXHIBIT A"
Page 2 of 2

MERA CHANDLER
LEGAL DESCRIPTION & SITE AREA
2020-10-26

THENCE NORTH 00 DEGREES 00 MINUTES 25 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 538.03 FEET;
THENCE DEPARTING SAID PARALLEL LINE, NORTH 44 DEGREES 51 MINUTES 32 SECONDS WEST, A DISTANCE OF 28.35 FEET;
THENCE NORTH 00 DEGREES 00 MINUTES 25 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEING A PORTION OF PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 2013-0629914 OF OFFICIAL RECORDS, MARICOPA COUNTY RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTFIEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, BEING MONUMENTED BY A CITY OF CHANDLER BRASS CAP IN HAND HOLE, WHICH THE SOUTHWEST CORNER SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, BEING MONUMENTED BY A CITY OF CHANDLER BRASS CAP IN HAND HOLE, BEARS SOUTH 89°35'05" EAST, A DISTANCE OF 1327.63 FEET;
THENCE NORTH 00°00'25" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,329.00 FEET;
THENCE DEPARTING SAID EAST LINE, NORTH 89°42'42" WEST, ALONG THE MONUMENT LINE OF FAIRVIEW ST., A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89°42'42" WEST, ALONG SAID LINE, A DISTANCE OF 592.58 FEET TO THE EAST LINE OF THE MINOR LAND DIVISION FOR "ASANTE CHANDLER" RECORDED IN BOOK 1055, PAGE 43, MARICOPA COUNTY RECORDS;
THENCE DEPARTING SAID MONUMENT LINE, SOUTH 00°01'09" WEST, ALONG SAID EAST LINE, A DISTANCE OF 608.54 FEET TO THE NORTH LINE OF THE FINAL PLAT FOR "THE PARK AT COPPER CREEK" RECORDED IN BOOK, 1327, PAGE 22, MARICOPA COUNTY RECORDS;
THENCE DEPARTING SAID EAST LINE, NORTH 90°00'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 103.00 FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 89°42'42" EAST, A DISTANCE OF 509.70 FEET TO A LINE WHICH IS PARALLEL WITH, AND 65.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, TO THE EAST LINE OF SAID SOUTHEAST QUARTER;
THENCE NORTH 00°00'25" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 538.03 FEET;
THENCE DEPARTING SAID PARALLEL LINE, NORTH 44°05'32" WEST, A DISTANCE OF 28.35 FEET;
THENCE NORTH 00°00'25" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SITE AREA

LOT 1:

NET = 330,357 SQUARE FEET OR 7.584 ACRES
GROSS = 413,943 SQUARE FEET OR 9.503 ACRES

LOT 2:

NET = 353,486 SQUARE FEET OR 8.115 ACRES
GROSS = 411,981 SQUARE FEET OR 9.458 ACRES

RESOLUTION NO. 5464

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AMENDMENT TO THE "SAN TAN AREA PLAN" BY ADDING "COMMERCIAL" TO "OFFICE, MEDICAL OFFICE," AND BY ADDING "MULTI-FAMILY "TO "MIXED-USE, OFFICE, COMMERCIAL, RETAIL" ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF DOBSON AND PECOS ROADS.

WHEREAS, the property owner seeks approval of a rezoning request, pending approval of an Area Plan amendment, for a particular development proposal located at the northwest corner of Dobson and Pecos Roads; and

WHEREAS, the Land Use policies within the Chandler General Plan adopted by the City Council on April 14, 2016, encourage the preparation of Area Plans that address distinct characteristics and support unique land use planning for each area; and

WHEREAS, an existing area plan, the San Tan Area Plan, has been adopted for the area bounded by Pecos Road, Ellis Street, Pennington Drive, and Frye Road; and

WHEREAS, the applicant has proposed an amendment to the existing San Tan Area Plan, including a map 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 that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves an amendment to the "San Tan Area Plan" as depicted in the map attached to this resolution as exhibit "A," and adopts the map 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 May, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

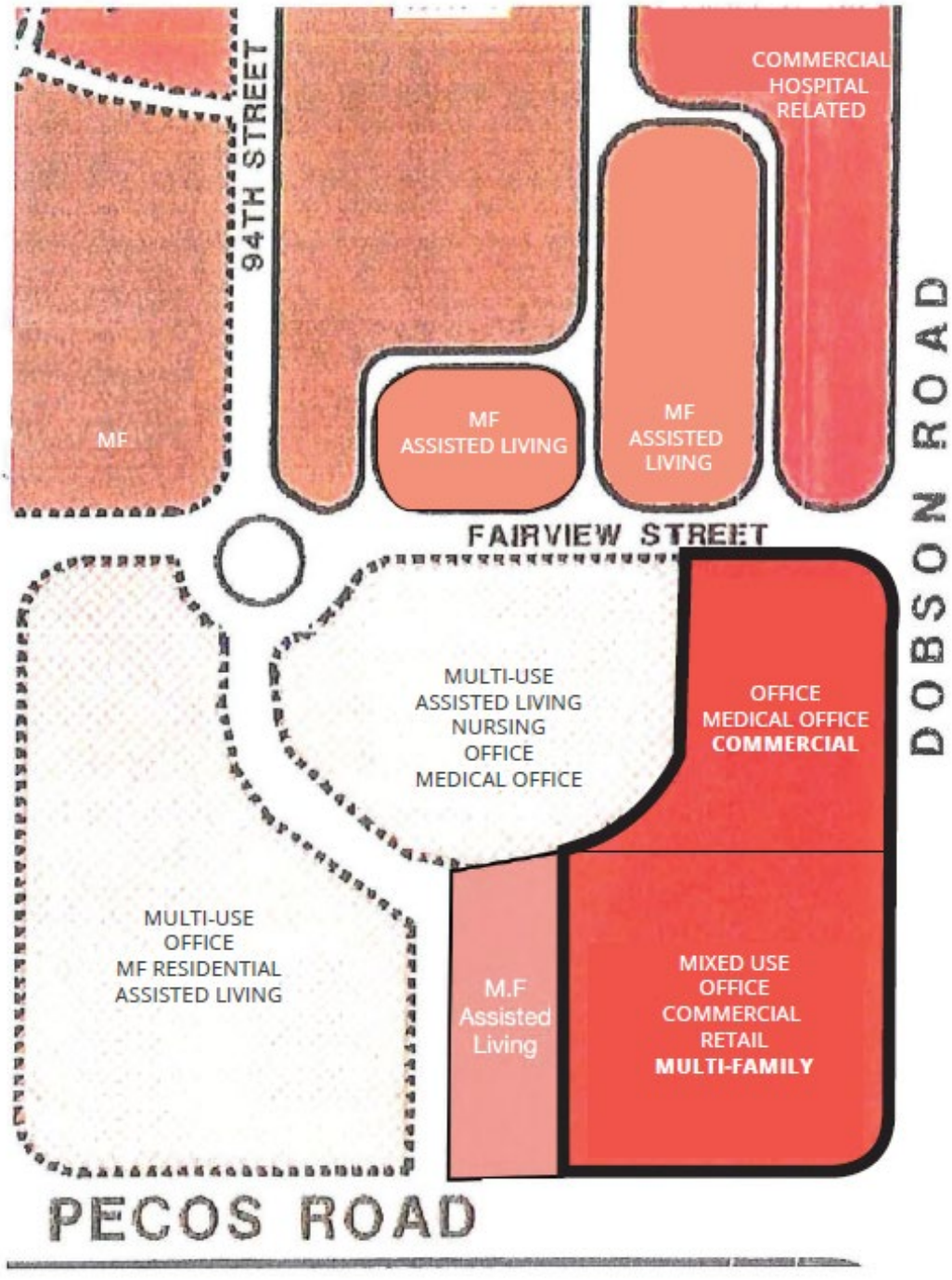
I HEREBY CERTIFY that the above and foregoing Resolution No. 5464 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the _____ day of May, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

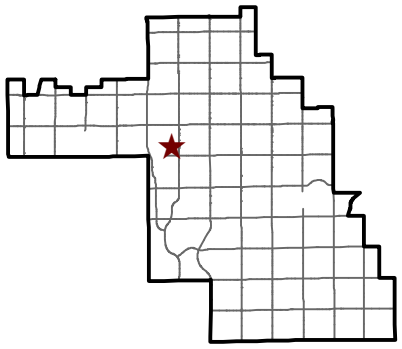
_____
CITY ATTORNEY TA

EXHIBIT A
SAN TAN AREA PLAN AMENDMENT



PLH20-0064/PLH20-0065 Dobson/Pecos Development

Proposed Project Details
AREA PLAN AMENDMENT/REZONE/PDP/MID-RISE
15.70 Acres
Mixed Use (Future)



Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
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For more information visit:
https://gis.chandleraz.gov/planning

PLH20-0064/PLH20-0065 Dobson/Pecos Development

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AREA PLAN AMENDMENT/REZONE/PDP/MID-RISE
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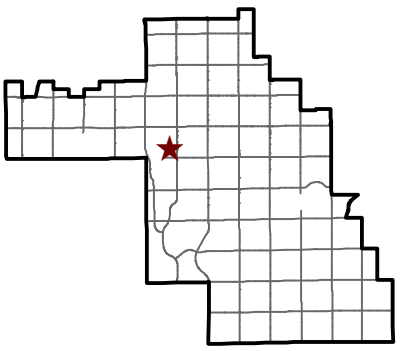

Chandler Arizona
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chandleraz.gov/planning
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Area Plan Amendment,
Planned Area Development,
Preliminary Development Plan,
and

Preliminary Plat

for

Dobson/Pecos Development

Northwest Corner of Dobson Road and Pecos Road

by:

Sparrow Development Partners, LLC
Dignity Community Care

Case No.: PLH20-0064/PLH20-0065

Submitted: November 24, 2020
Updated: March 2, 2021
Updated: March 29, 2021

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TABLE OF EXHIBITS

Exhibit No.	Description
1	Aerial
2	Existing San Tan Area Plan
3	Proposed San Tan Area Plan
Overall Site	
4	Site Plan
5	Conceptual Landscape Plan
6	Sign Plan Locations
7	Phasing Plan
Active Adult Site	
8	Conceptual Site Plan
9	Preliminary Landscape Plan
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11	Elevation Perspective
12	Elevations Colors & Materials Palette
13	Floor and Roof Plans
14	Gate/Fence Plan and Elevations
15	Garage Elevation
16	Monument Signage
17	Preliminary Grading & Drainage Plan
18	Preliminary Plat

DOBSON/PECOS DEVELOPMENT

I. INTRODUCTION

Sparrow Development Partners, LLC ("Sparrow") and Dignity Community Care ("Dignity") are the proposed developers of approximately 18.96 gross (15.70± net) acres generally located between the northwest corner of Dobson Road and Pecos Road on the south and the southwest corner of Dobson Road and Fairview Street on the north (the "Overall Site"). Sparrow and Dignity proposing to develop the Overall Site as a high-quality mixed-use development with a variety of uses that are designed to complement and support the hospital, office, and commercial uses within the City's Medical/Regional Retail Growth Node. A mixed-use development is an appropriate use of the Overall Site considering the close proximity to hospitals (Chandler-Regional Medical Center and the under construction Banner Health Hospital), commercial/employment uses (Chandler Fashion Center, Chandler Festival, Chandler Gateway, and the Price Road Corridor), and major transportation corridors (Loop 202 Santan Freeway and Loop 101 Price Road Freeway).

Dignity anticipates developing 9.46± gross (8.12± net) acres with uses that are compatible with the main campus of Chandler Regional Medical Center ("CRMC"). As part of the mixed-use development, Sparrow anticipates developing 9.50± gross (7.58± net) acres as a high-quality, active-adult community that will support Dignity's proposed uses, the CRMC, and the retail developments in the area. To achieve this, Sparrow and Dignity are proposing:

- An amendment to the San Tan Area Plan to include office, commercial, retail, and multi-family (active adult) uses for the Overall Site;
- The Overall Site be zoned Planned Area Development (PAD) for those uses set forth in Section III below;
- A Preliminary Development Plan (PDP) for the Overall Site to establish the perimeter landscaping setbacks and theming, internal and external access points, and the monument signage;
- A Mid-Rise Overlay for a maximum building height of 90 feet for the Dignity Site and 60 feet for the Sparrow Site;
- A PDP for the Sparrow Site to establish the layout, landscaping, architecture, etc.; and
- A Preliminary Plat for the Overall Site.

II. OVERALL SITE AND SURROUNDING AREA

An aerial of the Overall Site is included at ***Exhibit 1***. The Overall Site is undeveloped and is bordered by Fairview Street on the north, Dobson Road on the east, and Pecos Road on the south. The Overall Site is zoned AG-1. Medical offices, a short-term rehabilitation facility, and an assisted-living facility are on the property west of the Overall Site; to the north are residential homes and businesses; the east contains medical offices and undeveloped land; the south is general and medical offices; and southeast is an existing single-family development (the southeast corner of Dobson and Pecos Roads).

The City's General Plan designates the Overall Site as Neighborhoods and is within the Medical/Regional Retail Growth Node. The Neighborhood designation allows commercial uses generally at the intersection of arterial streets. The Medical/Regional Retail Growth Node provides

that a dynamic mix of land uses may be appropriate in the growth area (e.g. medical office, nursing home, retail, hospitality, business parks, large office development, and a variety of residential densities) so long as they promote and protect the area vision as a major medical center in a campus-like setting with supporting uses. The proposed PAD zoning on the Overall Site, PDP on the Overall Site, and PDP on the Sparrow Site is consistent with the Neighborhood designation and the Medical/Regional Retail Growth Node as it will continue to build on the mix of uses already established within the area and will support the area vision of a major medical center.

III. PROPOSED SAN TAN AREA PLAN AMENDMENT

The San Tan Area Plan, adopted in 1999 as the Gateway Area Plan, encompasses Frye Road, Pecos Road, Ellis Street, and Dobson Road. The Plan was established at the time of an apartment development at the northeast corner of Ellis Street and Frye Road. The purpose of the plan was to establish planned uses that support the hospital area including multi-family residential, assisted living, nursing homes, office, retail, and restaurant uses. The San Tan Area Plan designates a portion of the Overall Site as Office, Medical Office and the remaining portion of the Site as Mixed Use (Office, Commercial, and Retail). ***See Exhibit 2, Existing San Tan Area Plan***. Sparrow and Dignity request that portion of the Overall Site designated as Mixed-Use be amended to include Multi-Family (Active Adult). ***See Exhibit 3, Proposed San Tan Area Plan***. The proposed amendment to the San Tan Area Plan continues to provide uses that support the hospital area.

IV. PROPOSED PAD AND PDP – OVERALL SITE

Sparrow and Dignity requests the Overall Site be rezoned from AG-1 to PAD for the uses identified in **Appendix A, Proposed Uses**. The proposed zoning change responds to the existing and future needs of the community by providing the flexibility in uses for future development to occur on the Overall Site. The proposed Conceptual PDP for the Overall Site is to establish the access points to/from the adjacent streets (***See Exhibit 4, Site Plan***), the landscape setback and theme along the adjacent streets (***See Exhibit 5, Conceptual Landscape Plan***), and the locations of the proposed monument signs (***See Exhibit 6, Sign Plan Locations***). Additionally, each site shall be developed with improvements to accommodate internal cross access/circulation (where possible and practical) for vehicles and pedestrians to connect across the Overall Site. The internal access shown on Exhibit 4 between the Sparrow and Dignity Sites is conceptual in nature and is subject to possible revisions through discussions with the City, Sparrow, and Dignity.

Additionally, Sparrow and Dignity request Mid-Rise Overall approval for the Overall Site. A Mid-Rise Overlay is appropriate for this Overall Site because of its location in the City's Medical/Regional Retail Growth Node. As described by City's Mid-Rise Overlay policy, the intent of the Mid-Rise Overlay is to allow mid-rise overlay in locations which are appropriate for growth and mid-rise development. As shown in the General Plan and the Gateway Area Context Plan, this area is designed to support economic growth with a variety of planned uses.

Further, given the Overall Site's location in the Medical/Regional Retail Growth Node, the Mid-Rise Overlay is appropriate for the uses proposed under this PAD/PDP. This Overall Site is near two major arterials (Dobson Road and Pecos Road) and is in alignment with the San Tan Area Plan, as amended. The new Dignity Site (described below) is immediately southwest of Dignity's Chandler Regional Medical Center (CRMC), which is an existing mid-rise development. Buildings throughout the Overall Site will be strategically set back from internal/external roadways and from adjacent buildings and generous landscaping will provide additional buffering from internal and

external roadways. The Mid-Rise Overlay will be an efficient use of the Overall Site while having no detrimental effects on adjoining properties or uses.

A. Dignity Community Care

In addition to the uses identified in **Appendix A**, it is anticipated that Dignity Site will contain uses that are compatible with the main campus of CRMC. Dignity Community Care is affiliated with Common Spirit Health, a health system and hospital provider with locations in 21 states. The CRMC is a Dignity Community Care facility. Potential future uses on the Dignity Site include but are not limited to general office building(s) which provide(s) medical services, and which may house one or more tenants. Medical services may be singular in nature and provided by one tenant, multiple services may be provided by multiple tenants, or a combination of multiple tenants may provide multiple services. Services, with the exception of inpatient services, may be provided in one or more general office buildings.

In addition to the uses, Dignity Community Care anticipates developing the Dignity Site with the following Development Standards:

REGULATION	**DEVELOPMENT STANDARD**
Building Height (Max)	90 ft. (5 stories plus mechanical screening)
Building Setbacks (Min)	
Front (Dobson Rd.)	50 ft.
Side (Fairview St./south side)	20 ft.
Rear (west side)	20 ft.
Perimeter Landscape Setbacks (Min)	
Front (Dobson Rd.)	20 ft.
Side (Fairview St.)	20 ft.
Side (south)	10 ft.
Rear (west)	10 ft.
Lot Coverage (Max)	25%

A more detailed PDP for the Dignity Site will be submitted at a future date with additional details on the Dignity Site's layout, building elevations, landscaping, amenities, parking, monument signage, building signage, etc.

V. PROPOSED PDP – SPARROW SITE

A. PDP Overview

Sparrow is planning to develop the Sparrow Site as a high-quality, gated, active adult multi-family community known as "Mera Chandler." Mera Chandler is designed for residents aged 55 years and older who are looking to maintain an active lifestyle. ***See Exhibit 8, Conceptual Site Plan and Exhibit 9, Preliminary Landscape Plan***. This proposed active adult development will contain 184 residences, a density of approximately 24.27 du/net ac. Special attention has been given to the design and layout of Mera Chandler with large, landscaped setbacks along Dobson Road and Pecos Road and the building set back on the Sparrow Site to create a visually pleasing

experience to passers-by. The building will contain a total of approximately 232,000 square feet across the 2- to 4-stories of the building configuration.

Primary access to the development will occur from Pecos Road where residents, visitors, and guests will be able to pass through a porte-cochere to the development's main entrance. A secondary access is provided from Dobson Road. This secondary access will also allow for access to the Dignity Site.

B. Landscaping

The landscape theme for Mera Chandler is inspired by the contemporary desert-style resort architectural theme and a low water use, transitional desert-adapted landscape. ***See Exhibit 9***, ***Preliminary Landscape Plan***. The planting concept incorporates informal mass plantings utilizing a select, limited palette of trees, shrubs, and groundcovers to create a uniform planting theme which provides seasonal color and year-round texture and interest. Predominant tree and shrub species are utilized in the open space areas, parking areas, street frontages and perimeter areas creating a discernible planting theme for each defined area, while still retaining a diversity of planting with regards to form, texture, layering, and color. Plant materials will be from the Arizona Department of Water Resources Low Water Use List.

The perimeter fencing for Mera Chandler is ornamental and timeless, with the intent of providing safety and privacy to residents and visitors. The material will be steel, painted a bronze color, at 6 feet in height. The fencing is complemented by layers of planting to soften its presence. There are four automatic vehicular sliding gates on the development. The gates likewise are intended to create visual and stylistic continuity throughout the development. In the pool amenity area, there will be a glass pool fence flanked by two columns. The pool fence will align the clubhouse doors, and stands at six feet high, offering a clear, inviting view into the pool area. The rest of the pool area will be enclosed by a six-foot steel fence surrounded by plantings. The gates to the pool area will have automatic fobs to provide safety and access to residents. The ground floor units will have private yards enclosed by three-foot high fence and gate. ***See Exhibit 14, Gate/Fence Plan and Elevations***.

C. Amenities

This vibrant development will provide residents the opportunity to live a community specifically designed to meet their needs with a wide variety of resort-style amenities and services. ***See Exhibit 10, Amenity Areas***. There are a considerable number of outdoor amenities and indoor amenities within an approximate 10,000 square feet of area for the residents use and enjoyment. Outdoor amenities include but are not limited to a resort style pool with lap lanes, a pickle ball court, a community garden area with raised beds, an event/yoga lawn, bocce court, and a dog park. The indoor amenities include but are not limited to a 24-hour wellness and fitness studio, clubroom lounge and community kitchen with coffee bar and wine cooler, quiet lounge and library, media room, game room, craft room and business center] In addition to these amenities, Mera Chandler will offer over 30 activities per month to enhance wellness and create a strong sense of community; these activities include fitness, dance, music, cooking, art, happy hours and educational classes.

D. Building Elevations

The architectural theme of the building is one that marries the contemporary style of the surrounding medical office parks with minimalistic complementary components to that are similar to a resort hospitality use with its porte-cochere entry and dual outdoor amenity areas. ***See Exhibit 11***, ***Elevation Perspectives*** and ***Exhibit 12, Elevations***. The buildings portray an urban,

sophisticated, and modern feel with an overall massing that creates a strong pattern of movement, light, and shadow. A vertically and horizontally jogging façade, cantilevered balconies, a varied roofline and a 2-story clubhouse help break up the long elevation. The clubhouse is positioned at the main intersection of Dobson and Pecos Roads creating a sense of arrival to the development. The overall theme is accented by eye-catching, complementary materials and colors, elegantly rendered with a desert color palette. The colors and materials chosen are intended to anchor the building to its immediate surrounding, as well as the overall Southwest Desert Region. ***See Exhibit 12, Colors & Materials Palette***. Paint colors will be multi-hued desert tones and accents. City Loft, Black Fox, Gauntlet Gray and Dorian combined with a creamy cut block stone to lend richness and variety to the development. Adjoining cantilevered balconies are separated by a screen comprised of warm wood and metal to provide additional visual interest. The ***Floor and Roof Plans*** are included as ***Exhibit 13***. ***Garage Elevations*** are included as ***Exhibit 15***.

E. Development Standards

Sparrow is proposing the following development standards for Mera Chandler:

REGULATION	DEVELOPMENT STANDARD
Building Height (Max)[1]	60 ft.
Building Setbacks (Min)	
Front (Dobson Rd.)	50 ft.
Side (Pecos Rd)	50 ft.
Side (north)	10 ft.
Rear (west)	10 ft.
Perimeter Landscape Setbacks (Min)	
Front (Dobson Rd.)	20 ft.
Side (Pecos Rd)	20 ft.
Side (north)	10 ft.
Rear (west)	10 ft.
Lot Coverage (Max)	25% of net site area

F. Parking

Mera Chandler provides 252 parking spaces, which equates to 1.34 per unit parking ratio which is typical for senior living, a supplemental parking study will be provided as support for this ratio for this use. An active-adult community typically requires a lower number of parking spaces to serve all future residents differentiating this development type from typical or conventional multi-family design. An active-adult development is more comparable to an independent or assisted living facility. One of these considerations is the reduced need for parking which is driven by the following factors (note: assisted living often needs a lower ratio of no

[1] Consistent with City Code Section 35-2201(1), height regulations do not apply to a variety of structures and enhancements, including but not limited to elevator bulkheads, ornamental towers, necessary mechanical appurtenances, parapet walls, or similar structures/improvements.

more than 1.1/unit): (a) nearly all residents will not be actively employed and will be/are retired, reducing the need for daily commutes often facilitated by personal vehicle ownership and (b) nearly all residents will be single or a couple sharing one vehicle. With 65±% of the units as single-bedroom floor plans and no three-bedroom units, residents do not maintain personal vehicles for additional occupants or children.

G. Monument Signage

The proposed monument sign for Mera Chandler included as ***Exhibit 16***. As is shown on the exhibit, the Mera Chandler monument sign contains colors and materials that are consistent with the architecture of the building. The proposed colors reflect pantone shares that will be matched against the building's paint colors. The base of the monument sign will be masonry that matches the building's materials.

VI. MISCELLANEOUS

A. Phasing

The proposed phasing plan for the is included as ***Exhibit 7***, ***Phasing Plan***. Mera Chandler will be developed in Phase 1 with the balance of the Overall Site being developed at a future point. It is anticipated that Mera Chandler will be constructed in two phases, with Phase 1 consisting of the off-site improvements and Phase 2 consisting of the on-site improvements. Deviations from the proposed phasing may be administratively approved by Staff.

B. Grading and Drainage

The Preliminary Grading and Drainage Plan for the Sparrow Site is attached as ***Exhibit 17***. All project drainage systems will be designed and constructed in accordance to the latest MAG Standard Specifications and Details and the latest City's Standard Details and Specifications. Onsite drainage (including adjacent half-street areas) and retention shall consist of some onsite surface retention and an underground storm drain system that will be designed to capture storm water runoff according to the City's calculation requirements.

C. Preliminary Plat

The **Preliminary Plat** is attached as ***Exhibit 18.***

VII. PROJECT TEAM

Sparrow Site:

Sparrow Acquisitions, LLC
c/o Sparrow Partners
Attn: Luke Bourlon
Pat Helgeson
2500 Bee Caves Road, Bldg. 1
Austin, TX 78746
Phone: (512) 364-1881

Dignity Site:	Dignity Community Care Attn: Joseph Viola
Sparrow Architect:	Fugleberg Koch Attn: Ken Linehan Kimberly Fess 2555 Tempe Trail Winter Park, FL 32789 Phone: (407) 629-0595
Landscape Architect:	Norris Design Attn: Mary Estes 901 E. Madison Street Phoenix, AZ 85034 Phone: (602) 254-9600
Sparrow Civil Engineer:	Kimley-Horn and Associates, Inc. Attn: Sterling Margetts 1001 West Southern Avenue, Unit 131 Mesa, AZ 85210 Phone: (480) 207-2680
Zoning & Entitlements:	Burch & Cracchiolo, P.A. Attn: Brennan Ray 702 E. Osborn Rd., Suite 200 Phoenix, Arizona 85014 Phone: (602) 234-8794
Dignity Site Legal Representation:	Gammage & Burnham, PLC Attn: Manjula M. Vaz 2 N. Central Avenue, 15th Floor Phoenix, AZ 85004 Phone: (602) 256-4461

VIII. CONCLUSION

The proposed San Tan Area Plan Amendment, PAD, PDP, and Preliminary Plat will establish the uses and theming, allowing future mixed-use development to occur on the property in a cohesive manner. The proposed mixed-use development conforms to the City's General Plan and advances the Medical/Regional Retail Growth Node designation in a high-quality manner that will benefit the area and be compatible with neighboring properties. We request your approval.

Sparrow Development Partners, LLC
Dignity Community Care

APPENDIX A, PROPOSED USES

The following identifies the permitted uses

Dignity Site

- All office uses, including, but not limited to, general, professional, administrative, and medical office;
- Medical uses, including, but not limited to ambulatory surgery center, outpatient medical services, urgent care medical services, health centers, hospital supplies, laboratories serving professional requirements, laboratory supplies, medical and dental offices and clinics, outpatient imaging, medical spas, physical therapy, massage, dialysis, pharmacy use;
- Retail, restaurant, and commercial services uses other than those commercial service uses listed above, as an ancillary use; or
- Such other uses consistent with this PAD and approved by the Zoning Administrator.

Sparrow Site

- Senior Housing, including but not limited to active adult, senior living, independent living, assisted living, or memory care) or
- Such other uses consistent with this PAD and approved by the Zoning Administrator.

AERIAL MAP

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FUGLEBERG KOCH

AERIAL MAP | MERA CHANDLER

PROJECT No: 5686 DATE: 02/26/21

CHANDLER, ARIZONA

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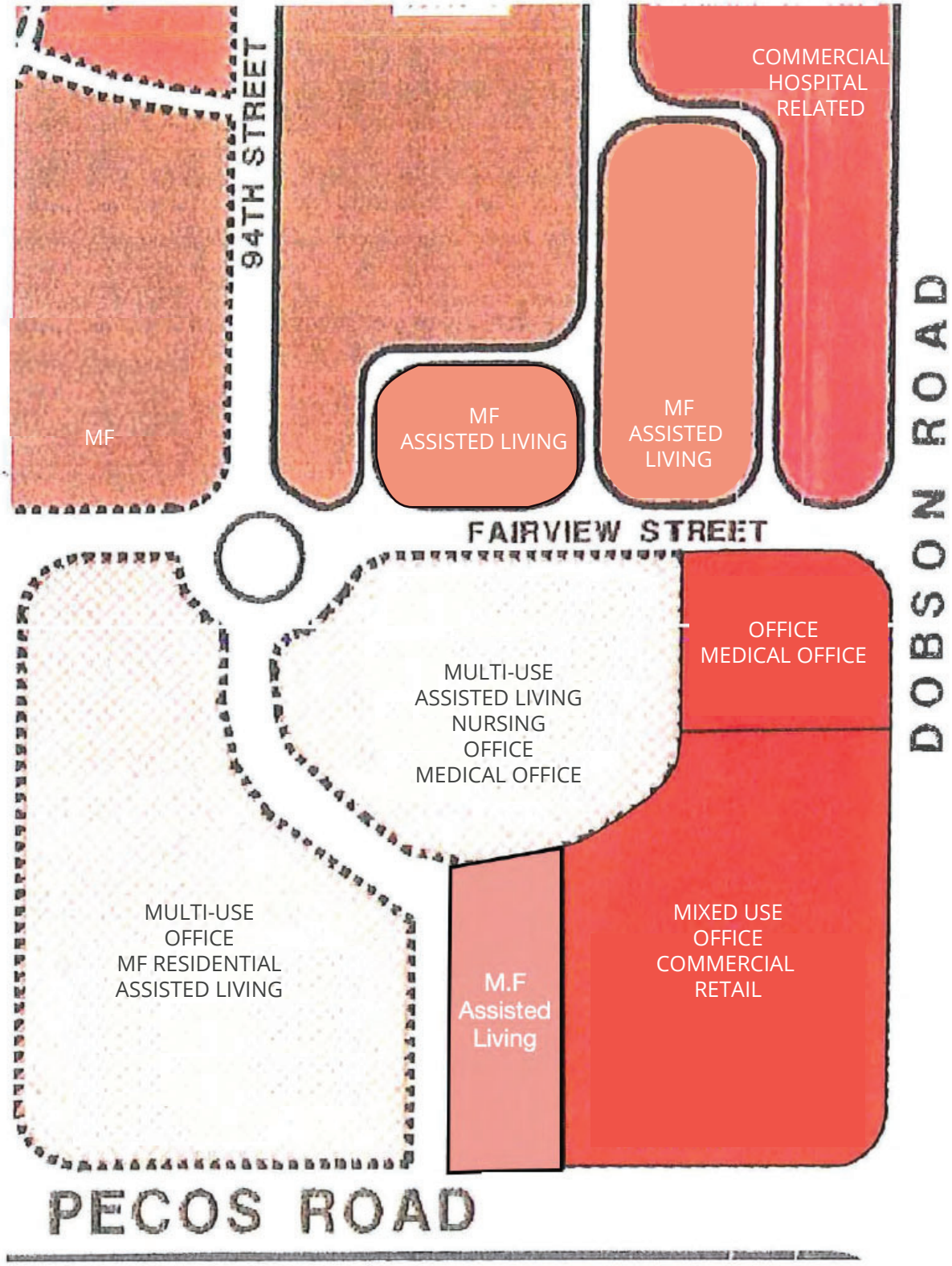
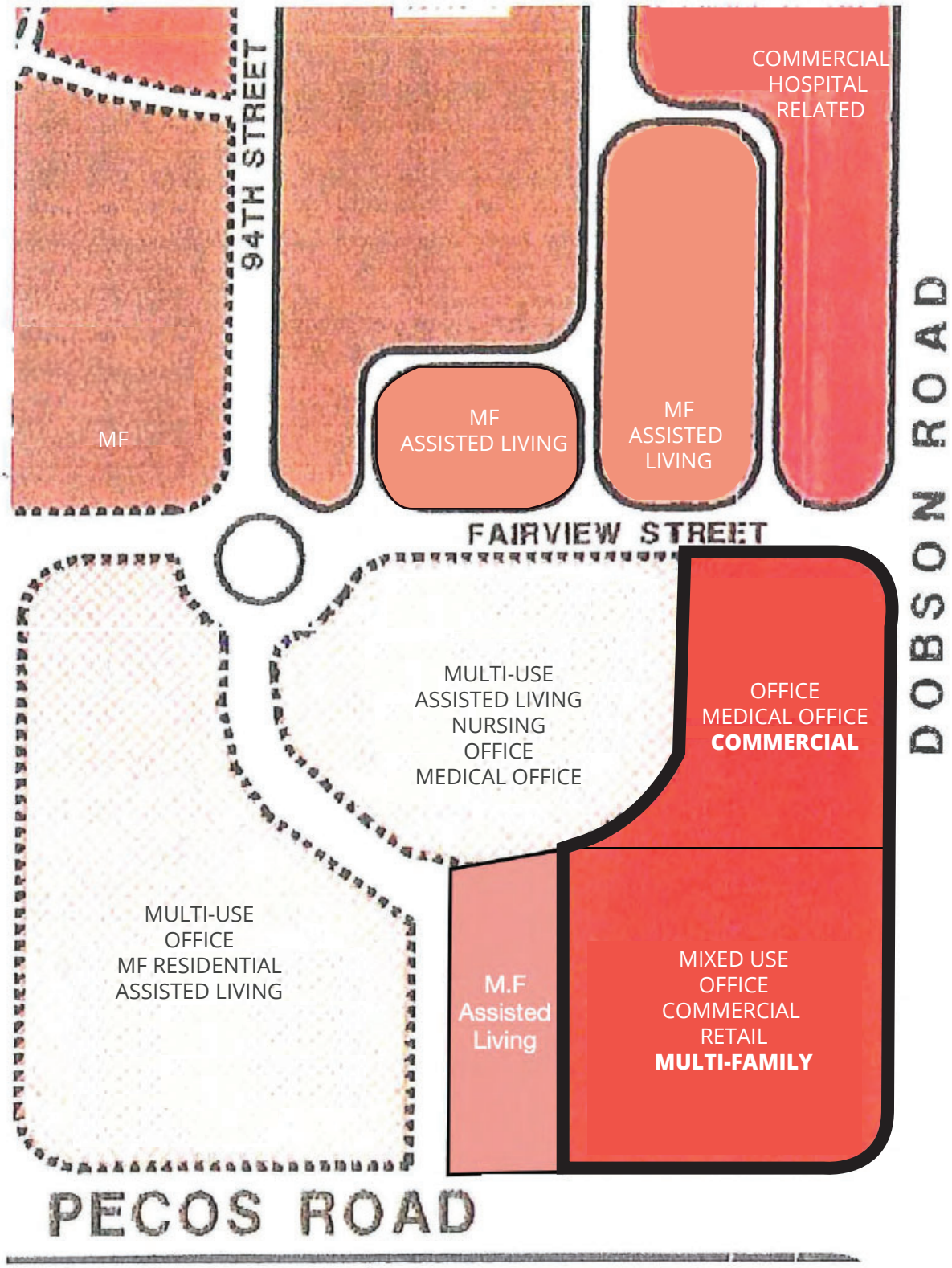
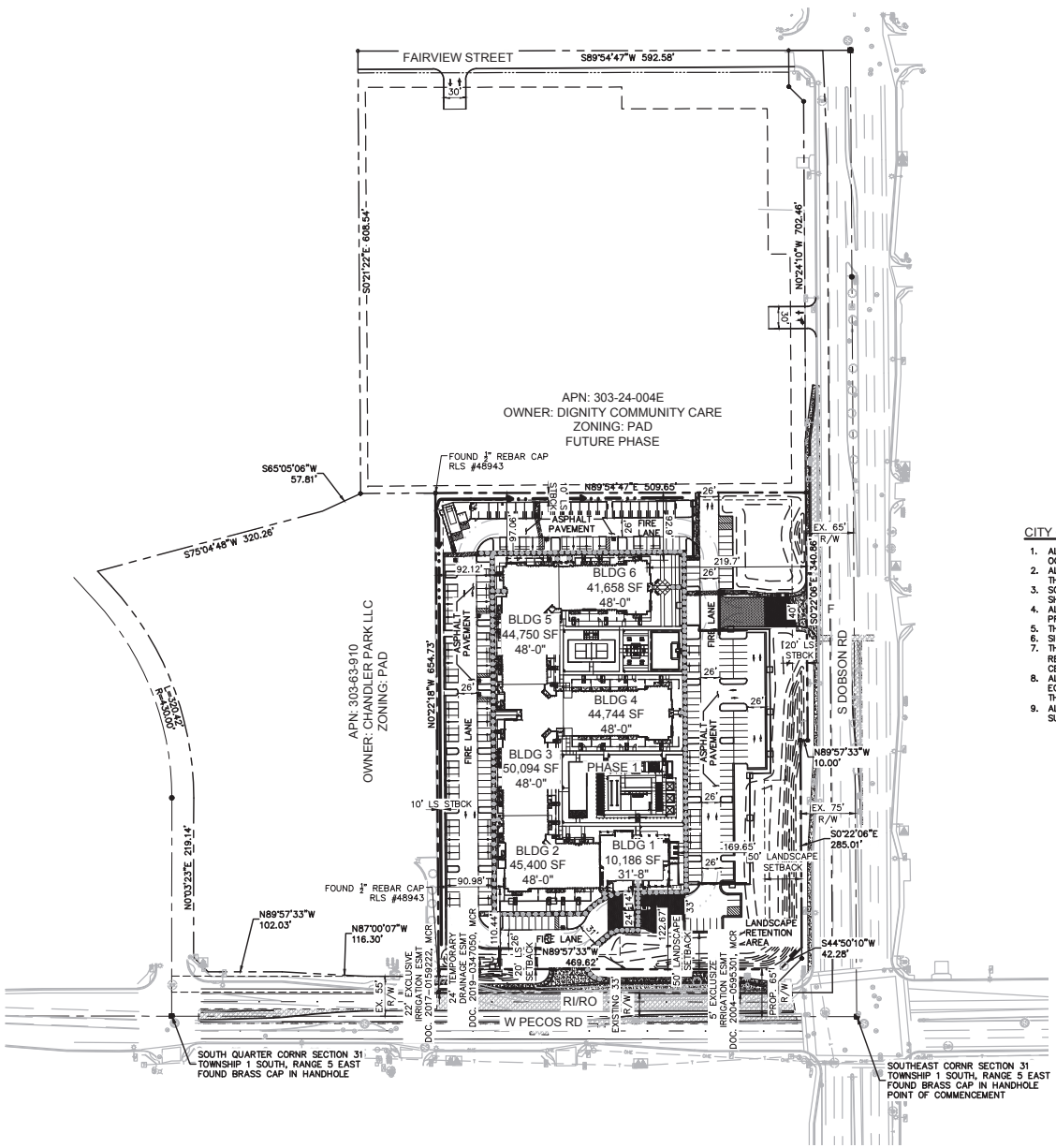
EXISTING SAN TAN AREA PLAN



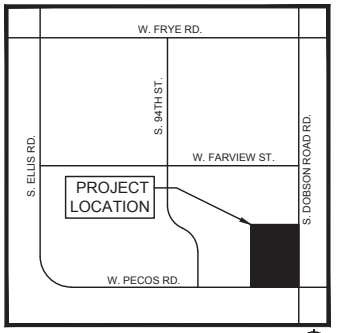
PROPOSED SAN TAN AREA PLAN AMENDMENT





LEGEND

- ADA PATH
- CONCRETE HARDSCAPE
- HD CONCRETE
- HD ASPHALT
- PROPERTY LINE
- BUILDING SETBACK LINE
- PROPOSED CONCRETE SIDEWALK
- (6) PARKING SPACE COUNT
- RI/RO RIGHT IN/RIGHT OUT
- F FULL ACCESS
- FIRE TURNING RADIUS



VICINITY MAP
CITY OF CHANDLER
N.T.S.

OWNER
ARIZONA ARES LIMITED PART/CINDER BUTTE PROP
4300 BEAM RD
ZILLAH, WA 98953

DEVELOPER
SPARROW PARTNERS
2500 BEE CAVE RD., BLDG. 1, SUITE 380
AUSTIN, TX 78746
TEL. NO. (512) 982-6927
CONTACT: PAT HELESON
EMAIL: PAT.HELESON@SPARROW-PARTNERS.COM

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
1001 W SOUTHERN AVE. SUITE 131
MESA, ARIZONA 85210
TEL: (480) 207-2666
FAX: (602) 944-7423
CONTACT: STERLING MARGETTS, PE

CITY OF CHANDLER SITE PLAN NOTES

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND 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 A PROJECT.
8. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC 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 THE BUILDING COLOR.
9. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.

SITE DATA TABLE

LOCATION:	NWC S DOBSON RD & W PECOS RD CHANDLER, AZ	
LOT AREA:	7.59 AC NET/9.503 AC GROSS	
	330,358 SF NET/413,943 SF GROSS	
ZONING:	PAD – PLANNED AREA DEVELOPMENT	
CURRENT USE:	VACANT	
PROPOSED USE:	MULTI-FAMILY (55+ ACTIVE ADULT)	
NUMBER OF UNITS	184	
BUILDING DATA:		
BUILDING AREA	231,241 SF	
BUILDING HEIGHT	48'-0"	
BUILDING COVERAGE	57,630 SF/330,358 SF = 17.4%	
VEHICULAR PARKING:	REQUIRED*	PROVIDED
STANDARD SPACES (9'x19')		124
HANDICAP SPACES (2% TOTAL)		7
COVERED SPACES		121
TOTAL VEHICULAR SPACES	252	*249
MAXIMUM BUILDING COVERAGE:	ALLOWED	PROVIDED
	0.25	0.17
MINIMUM PARKING SETBACK:		STREETS
		20'
MINIMUM BUILDING SETBACK:	REAR	STREETS
	10'	50'

* PAD PROPOSED PARKING RATIO OF 1.34 SPACES PER UNIT.

GRAPHIC SCALE IN FEET
0 40 80 160

NORTH

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1-800-STAKE-IT
(OUTSIDE ARIZONA, COUNTY)

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1001 West Southern Avenue, Suite 131
Mesa, Arizona 85202 (480)207-2666

SPARROW PARTNERS
CHANDLER

NWC DOBSON AND PECOS
OVERALL SITE PLAN
CHANDLER, ARIZONA 85224

PROJECT No. 291320005
SCALE (H): 1"=80'
SCALE (V): ---
DRAWN BY: MEN
DESIGN BY: HDR
CHECK BY: HDR
DATE: 10/23/20

Registered Professional Engineer
CERTIFICATE NO.
47183
STERLING MARGETTS
Date Signed 10/23/2020
ARIZONA, USA
Expires 09/30/22

SP-Overall.dwg

SP-OVERALL
1 OF 1 SHEETS

REV.	DESCRIPTION	BY	DATE	APPR

ARIZONA (CCW) Survey Control (CASA 2013) - Ground Plane - Grid SITE Tx Rx - Mar 03, 2020 - 2:27pm - Rvt User
THE ARCHITECT'S AND ENGINEER'S DRAWINGS, SPECIFICATIONS AND DIGITAL FORMATS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT AND ENGINEER. THE ARCHITECT AND ENGINEER SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THEREIN. THE STRUCTURE FOR WHICH THESE DOCUMENTS ARE PREPARED IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF ANY DRAWINGS, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ARCHITECT AND ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ARCHITECT AND ENGINEER. ANY AND ALL SUCH USE SHALL BE WITHOUT LIABILITY TO THE ARCHITECT AND ENGINEER.

LANDSCAPE PLAN - OVERALL

Landscape Legend

SYMBOL	BOTANICAL / COMMON NAME	SIZE HT X W / CALIPER	QTY
TREES			
	Acacia aneura Mulga	24" BOX 7' X 3' / 1.25" CAL	66
	Acacia salicina Willow Acacia	36" BOX 9' x 5' / 2" CAL	28
	Acacia willardiana Palo Blanco	15 GAL 5' x 2.5' / 1" CAL	14
	Ceroidium x 'Desert Museum' Thornless Palo Verde	24" BOX MULTI-TRUNK	50
	Olea europaea 'Wilsonii' Wilson Fruitless Olive	24" BOX MULTI-TRUNK	4
	Phoenix dactylifera Male Date Palm	14'CLEAR TRUNK	6
	Pistacia lentiscus Mastic Tree	24" BOX 7' X 3' / 1" CAL	24
	Pistacia x 'Red Push' Fistache	36" BOX 11'X 4' / 1.5" CAL	18
	Prosopis x 'Rio Salda' Rio Salco Mesquite	24" BOX 5' X 6' / 1.5" CAL	15
	Quercus virginiana Southern Live Oak	36" BOX 12'x 5' / 1.5" CAL	32
	Sophora secundiflora Texas Mountain Laurel	24" BOX MULTI-TRUNK	13
	Ulmus parvifolia Chinese Elm	36" BOX 10'x 6' / 2" CAL	17
SHRUBS			
	Callistemon citrinus 'Little John' Dwarf Bottle Brush	5 GAL	14
	Codonosea viscosa Hopseed Bush	5 GAL	84
	Eremophila hygrophana Blue Bells Blue Bells	5 GAL	294
	Eremophila maculata 'Valentine' Spotted Emu Bush	5 GAL	146
	Justicia spicigera Mexican Honeysuckle	5 GAL	30
	Lantana x 'New Gold' New Gold Lantana	5 GAL	614
	Leucophyllum frutescens Texas Ranger	5 GAL	157
	Nandina domestica Heavenly Bamboo	5 GAL	15
	Posmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 GAL	57
	Ruellia peninsularis Wild Petunia	5 GAL	45
	Russelia equisetiformis Firecracker Plant	5 GAL	52
	Simmondsia chinensis 'Vista' Compact Jojoba	5 GAL	131
	Tecoma stans v. angustata Arizona Yellow Bells	5 GAL	346
ACCENT			
	Agave havardiana Havard's Century Plant	5 GAL	42
	Agave weberi Weber's Agave	5 GAL	10
	Aloe barbadensis Barbados Aloe	5 GAL	209
	Aloe x 'Blue Elf' Blue Elf Aloe	5 GAL	38
	Dasylirion quadrangulatum Toothless Desert Spoon	5 GAL	160
	Hesperaloe parviflora 'Brakelights' Breaklights Red Yucca	5 GAL	242
	Muhlenbergia capillaris 'White Cloud' White Muhly Grass	5 GAL	173
	Muhlenbergia rigida 'Nashville' TM Purple Muhly	5 GAL	186
	Yucca rupicola Texas Yucca	5 GAL	12
GROUNDCOVER AND VINES			
	Calliaeum macropterum Yellow Orchid Vine	5 GAL - STAKED	16
	Eremophila glabra 'Mingenew Gold' Emu Bush	5 GAL	134
	Lantana montevidensis Purple Trailing Lantana	5 GAL	112
TURF			
	MID-IRON BERMUDA SOD	3,220 SQFT	

MERA CHANDLER | LANDSCAPE PLAN

03/26/21

NORTH

0 60 120 240

SCALE

SPARROW PARTNERS

NORRIS DESIGN
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LANDSCAPE PLAN ENLARGEMENT (DIGNITY) I: FAIRVIEW STREET and DOBSON

Landscape Legend

SYMBOL	BOTANICAL COMMON NAME	SIZE HT X W / CALIPER
TREES		
	Acacia aneura Mulga	24" BOX 7' X 3' / 1.25" CAL
	Acacia salicina Willow Acacia	36" BOX 9' x 5' / 2" CAL
	Acacia willardiana Palo Blanco	15 GAL 5' x 2.5' / 1" CAL
	Ceridium x 'Desert Museum' Thornless Palo Verde	24" BOX MULTI-TRUNK
	Olea europaea 'Wilsonii' Wilson Fruitless Olive	24" BOX MULTI-TRUNK
	Phoenix dactylifera Male Date Palm	14' CLEAR TRUNK
	Pistacia lentiscus Mastic Tree	24" BOX 7' X 3' / 1" CAL
	Pistacia x 'Red Push' Pistache	36" BOX 11' X 4' / 1.5" CAL
	Prosopis x 'Rio Saldo' Rio Saldo Mesquite	24" BOX 5' X 6' / 1.5" CAL
	Quercus virginiana Southern Live Oak	36" BOX 12' x 5' / 1.5"CAL
	Sophora secundiflora Texas Mountain Laurel	24" BOX MULTI-TRUNK
	Ulmus parvifolia Chinese Elm	36" BOX 10' x 6' / 2" CAL

SHRUBS		
	Callistemon citrinus 'Little John' Dwarf Bottle Brush	5 GAL
	Dodonaea viscosa Hopseed Bush	5 GAL
	Eremophila hygrophana Blue Bells Blue Bells	5 GAL
	Eremophila maculata 'Valentine' Spotted Emu Bush	5 GAL
	Justicia spicigera Mexican Honeysuckle	5 GAL
	Lantana x 'New Gold' New Gold Lantana	5 GAL
	Leucophyllum frutescens Texas Ranger	5 GAL
	Nandina domestica Heavenly Bamboo	5 GAL
	Rosmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 GAL
	Ruellia brittoniana Wild Petunia	5 GAL
	Russelia equisetiformis Firecracker Plant	5 GAL
	Simmondsia chinensis 'Vista' Compact Jojoba	5 GAL
	Tecoma stans v. angustata Arizona Yellow Bells	5 GAL

ACCENT		
	Agave havardiana Havard's Century Plant	5 GAL
	Agave weberi Weber's Agave	5 GAL
	Aloe barbadensis Barbados Aloe	5 GAL
	Aloe x 'Blue Elf' Blue Elf Aloe	5 GAL
	Dasylirion quadrangulatum Toothless Desert Spoon	5 GAL
	Hesperaloe parviflora 'Breaklights' Breaklights Red Yucca	5 GAL
	Muhlenbergia capillaris 'White Cloud' White Muhly Grass	5 GAL
	Muhlenbergia rigida 'Nashville' TM Purple Muhly	5 GAL
	Yucca rupicola Texas Yucca	5 GAL
GROUNDCOVER AND VINES		
	Calliaeum macropterum Yellow Orchid Vine	5 GAL - STAKED
	Eremophila glabra 'Mingenew Gold' Emu Bush	5 GAL
	Lantana montevidensis Purple Trailing Lantana	5 GAL
TURF		
	MID-IRON BERMUDA SOD	3,200 SQFT

NORTH 0 40 80 160 SCALE

SPARROW PARTNERS

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LANDSCAPE PLAN ENLARGEMENT (DIGNITY) F, G, H: DOBSON ROAD and WESTERN PROPERTY

Enlargement F: Dobson Road

Enlargement G: Western Property Line (Northern Portion)

Enlargement H: Western Property Line (Southern Portion)

Landscape Legend

SYMBOL	BOTANICAL COMMON NAME	SIZE HT X W / CALIPER
TREES		
	Acacia anaura Mulga	24" BOX 7' X 3' / 1.25" CAL
	Acacia salicina Willow Acacia	36" BOX 9' x 5' / 2" CAL
	Acacia willardiana Palo Blanco	15 GAL 5' x 2.5' / 1" CAL
	Cercidium x 'Desert Museum' Thornless Palo Verde	24" BOX MULTI-TRUNK
	Olea europaea 'Wilsonii' Wilson Fruitless Olive	24" BOX MULTI-TRUNK
	Phoenix dactylifera Male Date Palm	14 CLEAR TRUNK
	Pistacia lentiscus Mastic Tree	24" BOX 7' X 3' / 1" CAL
	Pistacia x Red Push Pistache	36" BOX 11 X 4' / 1.5" CAL
	Prosopis x 'Rio Salde' Rio Saldo Mesquite	24" BOX 5' X 6' / 1.5" CAL
	Quercus virginiana Southern Live Oak	36" BOX 12 x 5' / 1.5" CAL
	Sophora secundiflore Texas Mountain Laurel	24" BOX MULTI-TRUNK
	Ulmus parvifolia Chinese Elm	36" BOX 10 x 6' / 2" CAL
SHRUBS		
	Callistemon citrinus 'Little John' Dwarf Bottle Brush	5 GAL
	Dodonaea viscosa Hopseed Bush	5 GAL
	Eremophila hygrophana Blue Bells Blue Bells	5 GAL
	Eremophila maculata 'Valentine' Spotted Emu Bush	5 GAL
	Justicia spicigera Mexican Honeysuckle	5 GAL
	Lantana x 'New Gold' New Gold Lantana	5 GAL
	Leucophyllum frutescens Texas Ranger	5 GAL
	Nandina domestica Heavenly Bamboo	5 GAL
	Rosmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 GAL
	Ruellia peninsularis Wild Petunia	5 GAL
	Russelia equisetiformis Firecracker Plant	5 GAL
	Simmondsia chinensis 'Vista' Compact Jojoba	5 GAL
	Tecoma stans v. angustata Arizona Yellow Bells	5 GAL
ACCENT		
	Agave havardiana Havard's Century Plant	5 GAL
	Agave weberi Weber's Agave	5 GAL
	Aloe barbadensis Barbados Aloe	5 GAL
	Aloe x 'Blue Elf' Blue Elf Aloe	5 GAL
	Dasylirion quadrangulatum Toothless Desert Spoon	5 GAL
	Hesperaloe parviflora 'Brakelights' Breaklights Red Yucca	5 GAL
	Muhlenbergia capillaris 'White Cloud' White Muhly Grass	5 GAL
	Muhlenbergia rigida 'Nashville' TM Purple Muhly	5 GAL
	Yucca rupicola Texas Yucca	5 GAL
GROUNDCOVER AND VINES		
	Callaeum macropterum Yellow Orchid Vine	5 GAL - STAKED
	Eremophila glabra 'Mingenew Gold' Emu Bush	5 GAL
	Lantana montevidensis Purple Trailing Lantana	5 GAL
TURF		
	MID-IRON BERMUDA SOD	3,000 SQFT

NORTH 0 16 32 64 SCALE

SPARROW PARTNERS

NORRIS DESIGN
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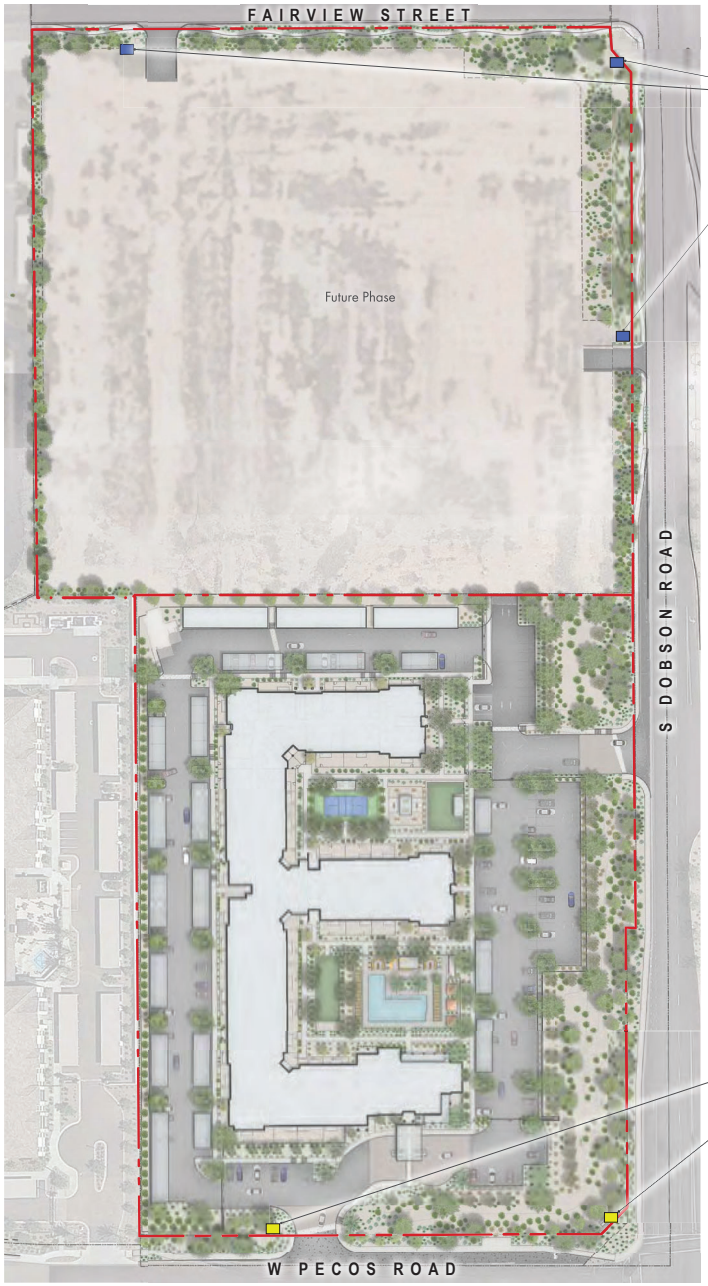
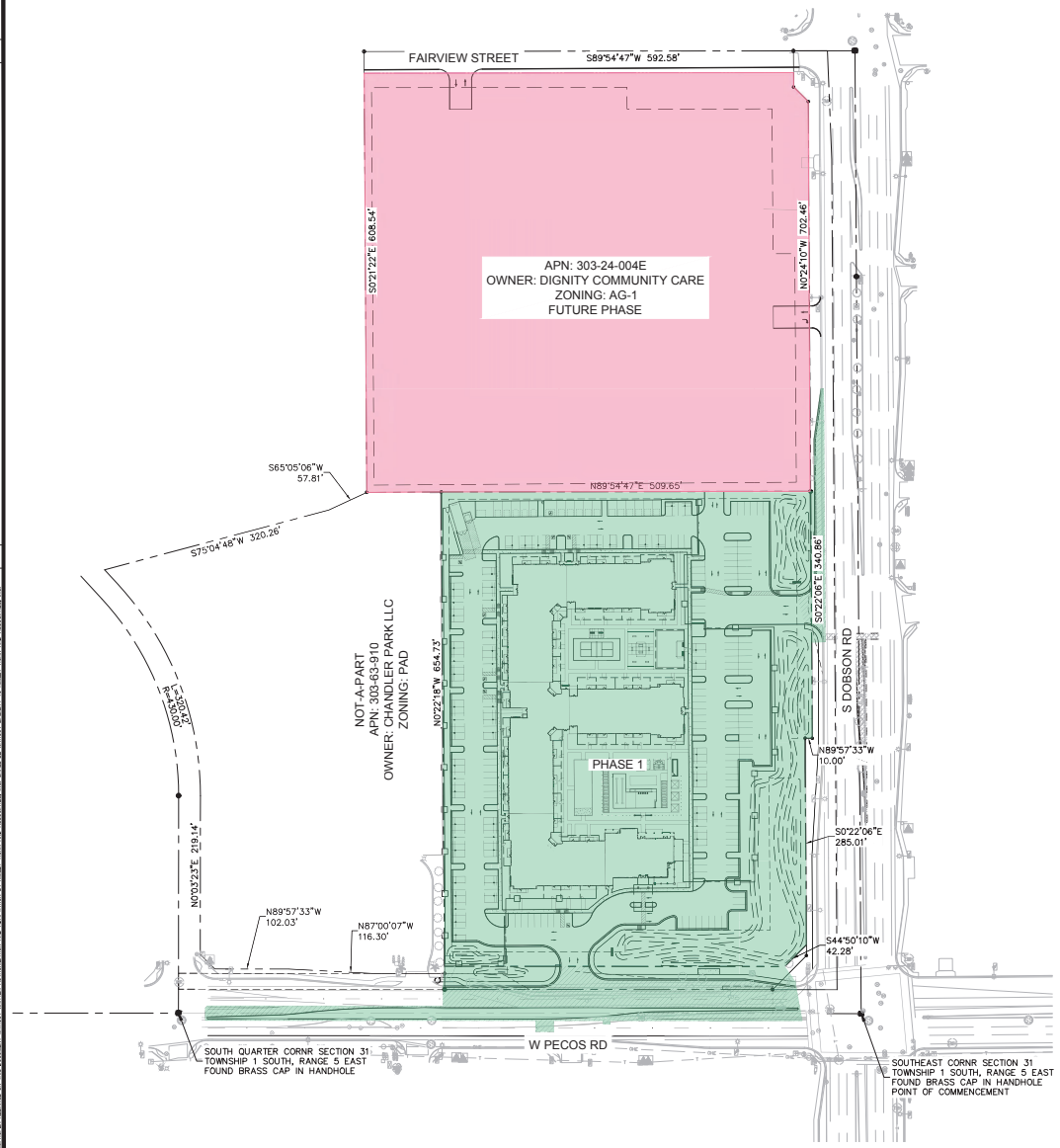
SITE SIGNAGE



APPROXIMATE LOCATIONS OF ILLUMINATED MONUMENT SIGNS AND LANDSCAPE SURROUNDS FOR DIGNITY HEALTH, TO BE LOCATED 10'-0" FROM ADJACENT PROPERTY LINE AND 6'-0" FROM NEAREST PAVED WALK/ DRIVE

APPROXIMATE LOCATIONS OF ILLUMINATED MONUMENT SIGNS AND LANDSCAPE SURROUNDS FOR MERA CHANDLER, TO BE LOCATED 10'-0" FROM ADJACENT PROPERTY LINE AND 6'-0" FROM NEAREST PAVED WALK / DRIVE
SOUTHEAST CORNER TO INCLUDE ACCENT WALLS (REFER TO SIGNAGE DETAIL)



LEGEND

- ADA PATH
- CONCRETE HARDSCAPE
- HD CONCRETE
- HD ASPHALT
- PROPERTY LINE
- BUILDING SETBACK LINE
- PROPOSED CONCRETE SIDEWALK
- (6) PARKING SPACE COUNT
- RI/RO RIGHT IN/RIGHT OUT
- F FULL ACCESS
- 56' 15' FIRE TURNING RADIUS

VICINITY MAP
CITY OF CHANDLER
N.T.S.

NORTH

GRAPHIC SCALE IN FEET
0 40 80 160

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SPARROW PARTNERS
CHANDLER

NWC DOBSON AND PECOS
PHASING PLAN
CHANDLER, ARIZONA 85224

PROJECT No.	291320005
SCALE (H):	1"=80'
SCALE (V):	---
DRAWN BY:	MEN
DESIGN BY:	HDR
CHECK BY:	HDR
DATE:	10/23/20

Registered Professional Engineer
CERTIFICATE NO.
47183
STERLING
MARGETTS
ARIZONA, USA
12/31/21

Nyanne Chandler Phasing Plan.dwg

SP-OVERALL
1 OF 1 SHEETS

REV	DESCRIPTION	BY	DATE	APPR

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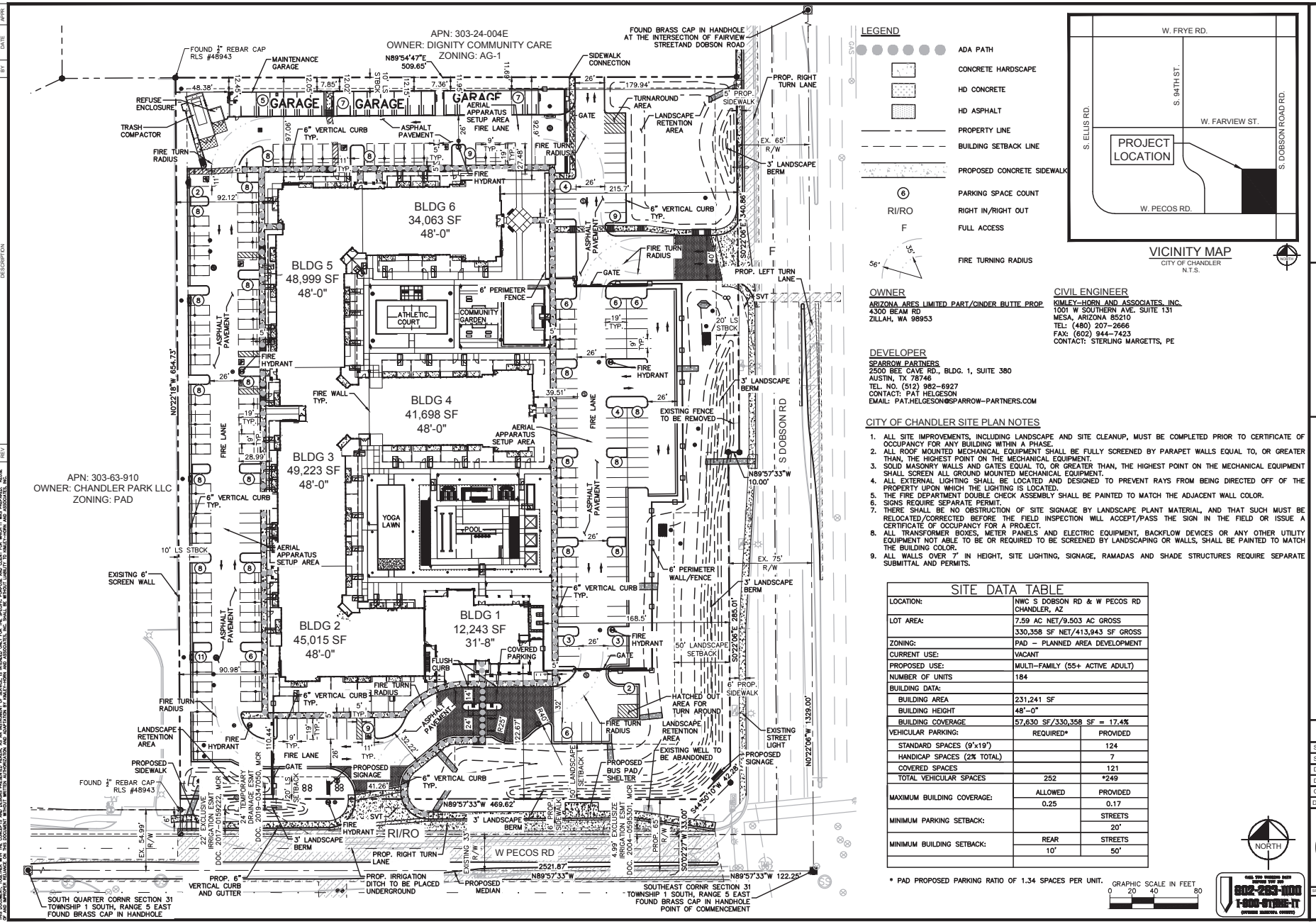

OWNER

ARIZONA ARES LIMITED PART/CINDER BUTTE PROP
4300 BEAM RD
ZILLAH, WA 98953

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
1001 W SOUTHERN AVE. SUITE 131
MESA, ARIZONA 85210
TEL: (480) 207-2666
FAX: (602) 944-7423
CONTACT: STERLING MARGETTS, PE

DEVELOPER

SPARROW PARTNERS
2500 BEE CAVE RD., BLDG. 1, SUITE 380
AUSTIN, TX 78746
TEL. NO. (512) 982-6927
CONTACT: PAT HELGESON
EMAIL: PAT.HELGESON@SPARROW-PARTNERS.COM

CITY OF CHANDLER SITE PLAN NOTES

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND 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 A PROJECT.
8. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC 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 THE BUILDING COLOR.
9. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.

SITE DATA TABLE

LOCATION:	NWC S DOBSON RD & W PECOS RD CHANDLER, AZ	
LOT AREA:	7.59 AC NET/9.503 AC GROSS	
	330,358 SF NET/413,943 SF GROSS	
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CURRENT USE:	VACANT	
PROPOSED USE:	MULTI-FAMILY (55+ ACTIVE ADULT)	
NUMBER OF UNITS	184	
BUILDING DATA:		
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HANDICAP SPACES (2% TOTAL)		7
COVERED SPACES		121
TOTAL VEHICULAR SPACES	252	*249
MAXIMUM BUILDING COVERAGE:	ALLOWED	PROVIDED
	0.25	0.17
MINIMUM PARKING SETBACK:		STREETS
		20'
MINIMUM BUILDING SETBACK:	REAR	STREETS
	10'	50'

* PAD PROPOSED PARKING RATIO OF 1.34 SPACES PER UNIT.

GRAPHIC SCALE IN FEET
0 20 40 80

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Mesa, Arizona 85202 (480)207-2666

SPARROW PARTNERS
CHANDLER

NWC DOBSON AND PECOS
SITE PLAN
CHANDLER, ARIZONA 85224

PROJECT No. 291320005
SCALE (H): 1"=40'
SCALE (V): ---
DRAWN BY: MEN
DESIGN BY: HDR
CHECK BY: HDR
DATE: 12/18/20

Registered Professional Engineer
CERTIFICATE NO.
47183
STERLING MARGETTS
ARIZONA, USA
Expires 12/31/21

SP dwg.

SP
6 OF 40 SHEETS

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(OUTSIDE ARIZONA COUNTY)

LANDSCAPE PLAN - MERA CHANDLER

Landscape Legend

SYMBOL	BOTANICAL COMMON NAME	SIZE HT X W / CALIPER	QTY
TREES			
	Acacia aneura Mulga	24" BOX 7' X 3 / 1.25" CAL	66
	Acacia salicina Willow Acacia	36" BOX 9' x 5' / 2" CAL	28
	Acacia willardiana Palo Blanco	15 GAL 5' x 2.5' / 1" CAL	14
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	Olea europaea 'Wilsonii' Wilson Fruitless Olive	24" BOX MULTI-TRUNK	4
	Phoenix dactylifera Male Date Palm	14'CLEAR TRUNK	6
	Pistacia lentiscus Mastic Tree	24" BOX 7' X 3' / 1" CAL	24
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	Dodonaea viscosa Hopseed Bush	5 GAL	64
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	Leucophyllum frutescens Texas Ranger	5 GAL	157
	Nandina domestica Heavenly Bamboo	5 GAL	15
	Rosmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 GAL	57
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	Russelia equisetiformis Firecracker Plant	5 GAL	52
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GROUNDCOVER AND VINES			
	Calleeum macropterum Yellow Orchid Vine	5 GAL - STAKED	16
	Eremophila glabra 'Mingenew Gold' Emu Bush	5 GAL	134
	Lantana montevidensis Purple Trailing Lantara	5 GAL	112
TURF			
	MID-IRON BERMUDA SOD	3,200 SQFT	

NORTH 0 40 80 160 SCALE

SPARROW PARTNERS

NORRIS DESIGN
Planning | Landscape Architecture | Branding

LANDSCAPE PLAN ENLARGEMENT D & E - AMENITY AREAS

Enlargement D: Amenity Area - North

Enlargement E: Amenity Area - South

SYMBOL	BOTANICAL COMMON NAME	SIZE HT X W / CALIPER
TREES		
	Acacia anaura Mulga	24" BOX 7' X 3' / 1.25" CAL
	Acacia salicina Willow Acacia	36" BOX 9' x 5' / 2" CAL
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	Cercidium x 'Desert Museum' Thornless Palo Verde	24" BOX MULTI-TRUNK
	Olea europaea 'Wilsonii' Wilson Fruitless Olive	24" BOX MULTI-TRUNK
	Phoenix dactylifera Male Date Palm	14 CLEAR TRUNK
	Pistacia lentiscus Mastic Tree	24" BOX 7' X 3' / 1" CAL
	Pistacia x Red Push Pistache	36" BOX 11 X 4' / 1.5" CAL
	Prosopis x 'Rio Salde' Rio Saldo Mesquite	24" BOX 5' X 6' / 1.5" CAL
	Quercus virginiana Southern Live Oak	36" BOX 12 x 5' / 1.5" CAL
	Sophora secundiflore Texas Mountain Laurel	24" BOX MULTI-TRUNK
	Ulmus parvifolia Chinese Elm	36" BOX 10 x 6' / 2" CAL
SHRUBS		
	Callistemon citrinus 'Little John' Dwarf Bottle Brush	5 GAL
	Dodonaea viscosa Hopseed Bush	5 GAL
	Eremophila hygrophana Blue Bells Blue Bells	5 GAL
	Eremophila maculate 'Valentine' Spotted Emu Bush	5 GAL
	Justicia spicigera Mexican honeysuckle	5 GAL
	Lantana x 'New Gold' New Gold Lantana	5 GAL
	Leucophyllum frutescens Texas Ranger	5 GAL
	Nandina domestica Heavenly Bamboo	5 GAL
	Rosmarines officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 GAL
	Ruellia peninsularis Wild Petunia	5 GAL
	Russelia equisetiformis Firecracker Plant	5 GAL
	Simmondsia chinensis 'Vista' Compact Jojoba	5 GAL
	Tecoma stans v. angustata Arizona Yellow Bells	5 GAL
ACCENT		
	Agave havardiana Havard's Century Plant	5 GAL
	Agave weberi Weber's Agave	5 GAL
	Aloe barbadensis Barbados Aloe	5 GAL
	Aloe x 'Blue Elf' Blue Elf Aloe	5 GAL
	Dasylirion quadrangulatum Toothless Desert Spoon	5 GAL
	Hesperaloe parviflora 'Brealights' Breaklights Red Yucca	5 GAL
	Muhlenbergia capillaris 'White Cloud' White Muhly Grass	5 GAL
	Muhlenbergia rigida 'Nashville' TM Purple Muhly	5 GAL
	Yucca rupicola Texas Yucca	5 GAL
GROUNDCOVER AND VINES		
	Callaeum macropterum Yellow Orchid Vine	5 GAL - STAKED
	Eremophila glabra 'Mingenew Gold' Emu Bush	5 GAL
	Lantana montevidensis Purple Trailing Lantana	5 GAL
TURF		
	MID-IRON BERMUDA SOD	3,000 SQFT

LANDSCAPE PLAN ENLARGEMENT A & B: DOBSON ROAD

Enlargement A: Northern Portion of Dobson Road

Enlargement B: Sourthern Portion of Dobson Road

Landscape Legend

SYMBOL	BOTANICAL COMMON NAME	SIZE HT X W / CALIPER
TREES		
	Acacia anaura Mulga	24" BOX 7' X 3' / 1.25" CAL
	Acacia salicina Willow Acacia	36" BOX 9' x 5' / 2" CAL
	Acacia willardiana Palo Blanco	15 GAL 5' x 2.5' / 1" CAL
	Cercidium x 'Desert Museum' Thornless Palo Verde	24" BOX MULTI-TRUNK
	Olea europaea 'Wilsonii' Wilson Fruitless Olive	24" BOX MULTI-TRUNK
	Phoenix dactylifera Male Date Palm	14' CLEAR TRUNK
	Pistacia lentiscus Mastic Tree	24" BOX 7' X 3' / 1" CAL
	Pistacia x Red Push Pistache	36" BOX 11 X 4' / 1.5" CAL
	Prosopis x 'Rio Salde' Rio Saldo Mesquite	24" BOX 5' X 6' / 1.5" CAL
	Quercus virginiana Southern Live Oak	36" BOX 12 x 5' / 1.5" CAL
	Sophora secundiflore Texas Mountain Laurel	24" BOX MULTI-TRUNK
	Ulmus parvifolia Chinese Elm	36" BOX 10 x 6' / 2" CAL
SHRUBS		
	Callistemon citrinus 'Little John' Dwarf Bottle Brush	5 GAL
	Dodonaea viscosa Hopseed Bush	5 GAL
	Eremophila hygrophana Blue Bells Blue Bells	5 GAL
	Eremophila maculate 'Valentine' Spotted Emu Bush	5 GAL
	Justicia spicigera Mexican Honeysuckle	5 GAL
	Lantana x 'New Gold' New Gold Lantana	5 GAL
	Leucophyllum frutescens Texas Ranger	5 GAL
	Nandina domestica Heavenly Bamboo	5 GAL
	Rosmarines officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 GAL
	Ruellia peninsularis Wild Petunia	5 GAL
	Russelia equisetiformis Firecracker Plant	5 GAL
	Simmondsia chinensis 'Vista' Compact Jojoba	5 GAL
	Tecoma stans v. angustata Arizona Yellow Bells	5 GAL
ACCENT		
	Agave havardiana Havard's Century Plant	5 GAL
	Agave weberi Weber's Agave	5 GAL
	Aloe barbadensis Barbados Aloe	5 GAL
	Aloe x 'Blue Elf' Blue Elf Aloe	5 GAL
	Dasylirion quadrangulatum Toothless Desert Spoon	5 GAL
	Hesperaloe parviflora 'Brealights' Breaklights Red Yucca	5 GAL
	Muhlenbergia capillaris 'White Cloud' White Muhly Grass	5 GAL
	Muhlenbergia rigida 'Nashville' TM Purple Muhly	5 GAL
	Yucca rupicola Texas Yucca	5 GAL
GROUNDCOVER AND VINES		
	Callaeum macropterum Yellow Orchid Vine	5 GAL - STAKED
	Eremophila glabra 'Mingenew Gold' Emu Bush	5 GAL
	Lantana montevidensis Purple Trailing Lantana	5 GAL
TURF		
	MID-IRON BERMUDA SOD	3,000 SQFT

NORTH 0 16 32 64 SCALE

SPARROW PARTNERS

NORRIS DESIGN
Planning | Landscape Architecture | Branding

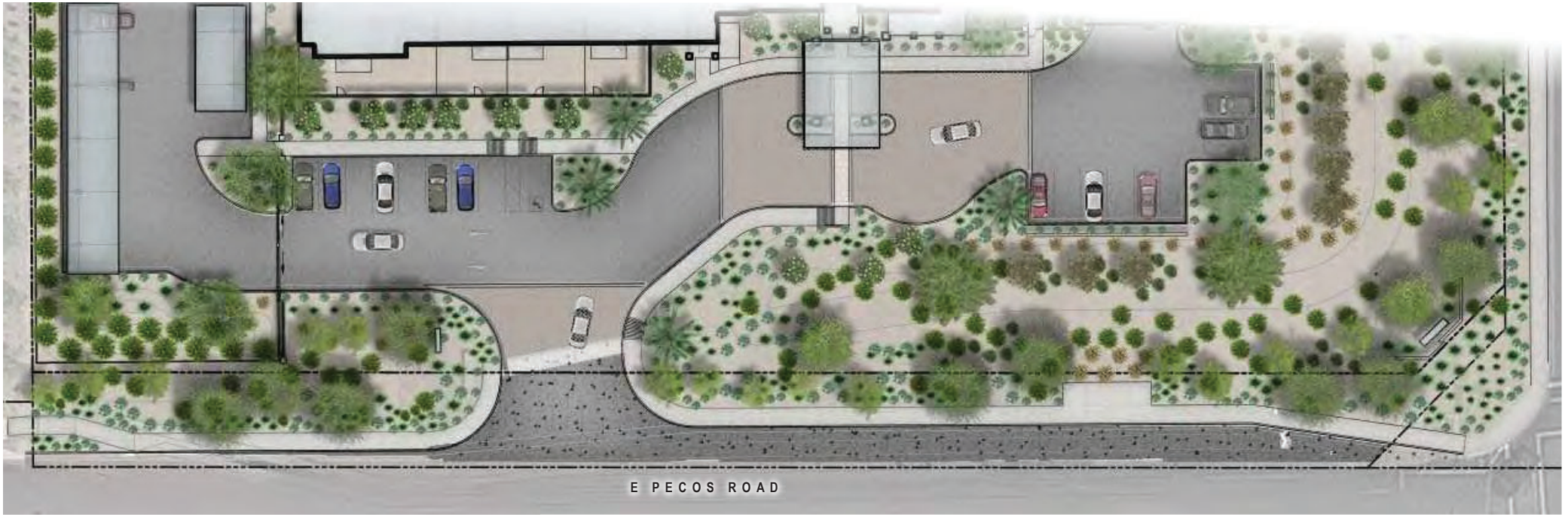
LANDSCAPE PLAN ENLARGEMENT C: PECOS ROAD

Landscape Legend

SYMBOL	BOTANICAL COMMON NAME	SIZE HT X W / CALIPER
TREES		
	Acacia aneura Mulga	24" BOX 7' X 3' / 1.25" CAL
	Acacia salicina Willow Acacia	36" BOX 9' x 5' / 2" CAL
	Acacia willardiana Palo Blanco	15 GAL 5' x 2.5' / 1" CAL
	Cercidium x 'Desert Museum' Thornless Palo Verde	24" BOX MULTI-TRUNK
	Olea europaea 'Wilsonii' Wilson Fruitless Olive	24" BOX MULTI-TRUNK
	Phoenix dactylifera Male Date Palm	14' CLEAR TRUNK
	Pistacia lentiscus Masic Tree	24" BOX 7' X 3' / 1" CAL
	Pistacia x 'Red Push' Pistache	36" BOX 11' X 4' / 1.5' CAL
	Prosopis x 'Rio Saldo' Rio Saldo Mesquite	24" BOX 5' X 6' / 1.5" CAL
	Quercus virginiana Southern Live Oak	36" BOX 12' x 5' / 1.5"CAL
	Sophora secundiflora Texas Mountain Laurel	24" BOX MULTI-TRUNK
	Ulmus parvifolia Chinese Elm	36" BOX 10' x 6' / 2" CAL

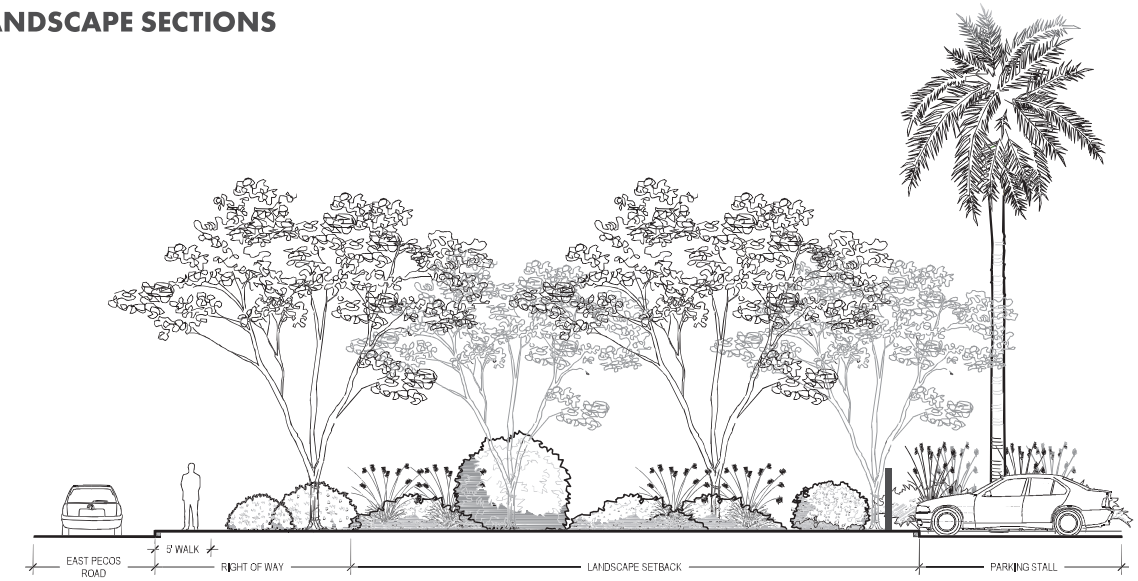
SHRUBS		
	Callistemon citrinus 'Little John' Dwarf Bottle Brush	5 GAL
	Dodonaea viscosa Hopseed Bush	5 GAL
	Eremophila hygrophana Blue Bells Blue Bells	5 GAL
	Eremophila maculata 'Valentine' Spotted Emu Bush	5 GAL
	Justicia spicigera Mexican Honeysuckle	5 GAL
	Lantana x 'New Gold' New Gold Lantana	5 GAL
	Leucophyllum frutescens Texas Ranger	5 GAL
	Nandina domestica Heavenly Bamboo	5 GAL
	Rosmarinus officinalis 'Tuscan Blue' TuscanBlue Rosemary	5 GAL
	Ruellia jennisularis Wild Petunia	5 GAL
	Russelia equisetiformis Firecracker Plant	5 GAL
	Simmondsia chinensis 'Vista' Compact Jojoba	5 GAL
	Tecoma stans v. angustata Arizona Yellow Bells	5 GAL

ACCENT		
	Agave havardiana Havard's Century Plant	5 GAL
	Agave weberi Weber's Agave	5 GAL
	Aloe barbadensis Barbados Aloe	5 GAL
	Aloe x 'Blue Elf' Blue Elf Aloe	5 GAL
	Dasylirion quadrangulatum Toothless Desert Spoon	5 GAL
	Hesperaloe parviflora 'Breaklights' Breaklights Red Yucca	5 GAL
	Muhlenbergia capillaris 'White Cloud' White Muhly Grass	5 GAL
	Muhlenbergia rigida 'Nashville' TM Purple Muhly	5 GAL
	Yucca rupicola Texas Yucca	5 GAL
GROUNDCOVER AND VINES		
	Calaeum macropterum Yellow Orchid Vine	5 GAL - STAKED
	Eremophila glabra 'Minjenew Gold' Emu Bush	5 GAL
	Lantana montevidensis Purple Trailing Lantana	5 GAL
TURF		
	MID-IRON BERMUDA SOD	3,000 SQFT

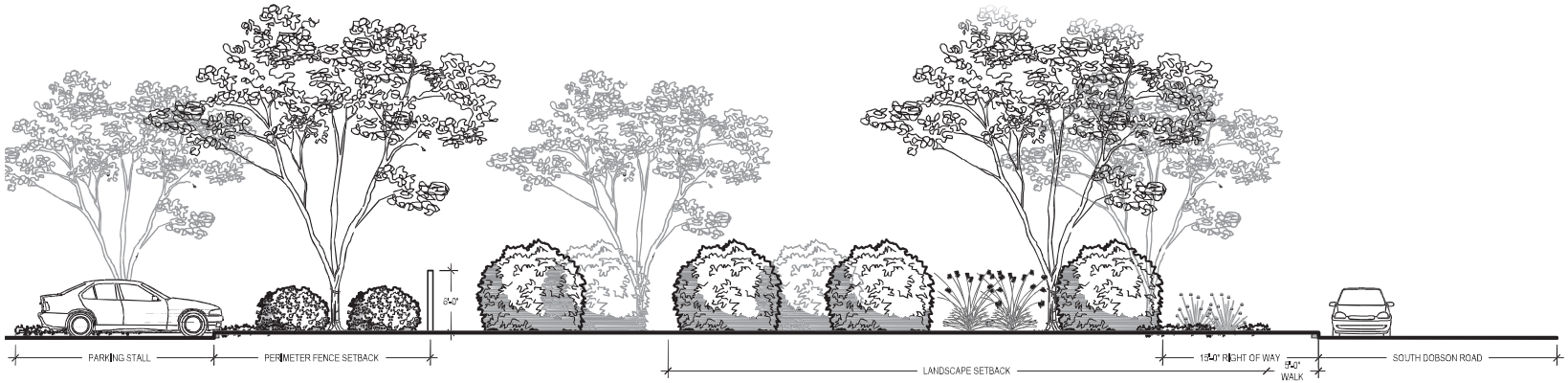


Enlargement C: Street Frontage on Pecos Road

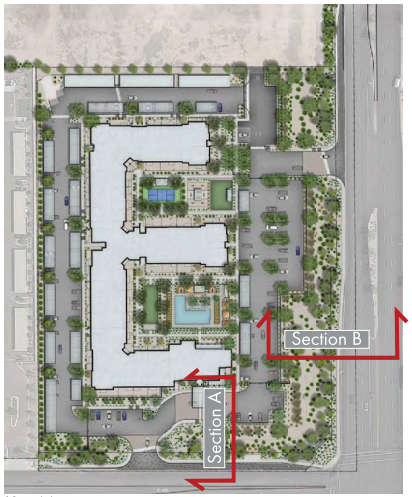
LANDSCAPE SECTIONS



Section A: East Pecos Road - Street Frontage

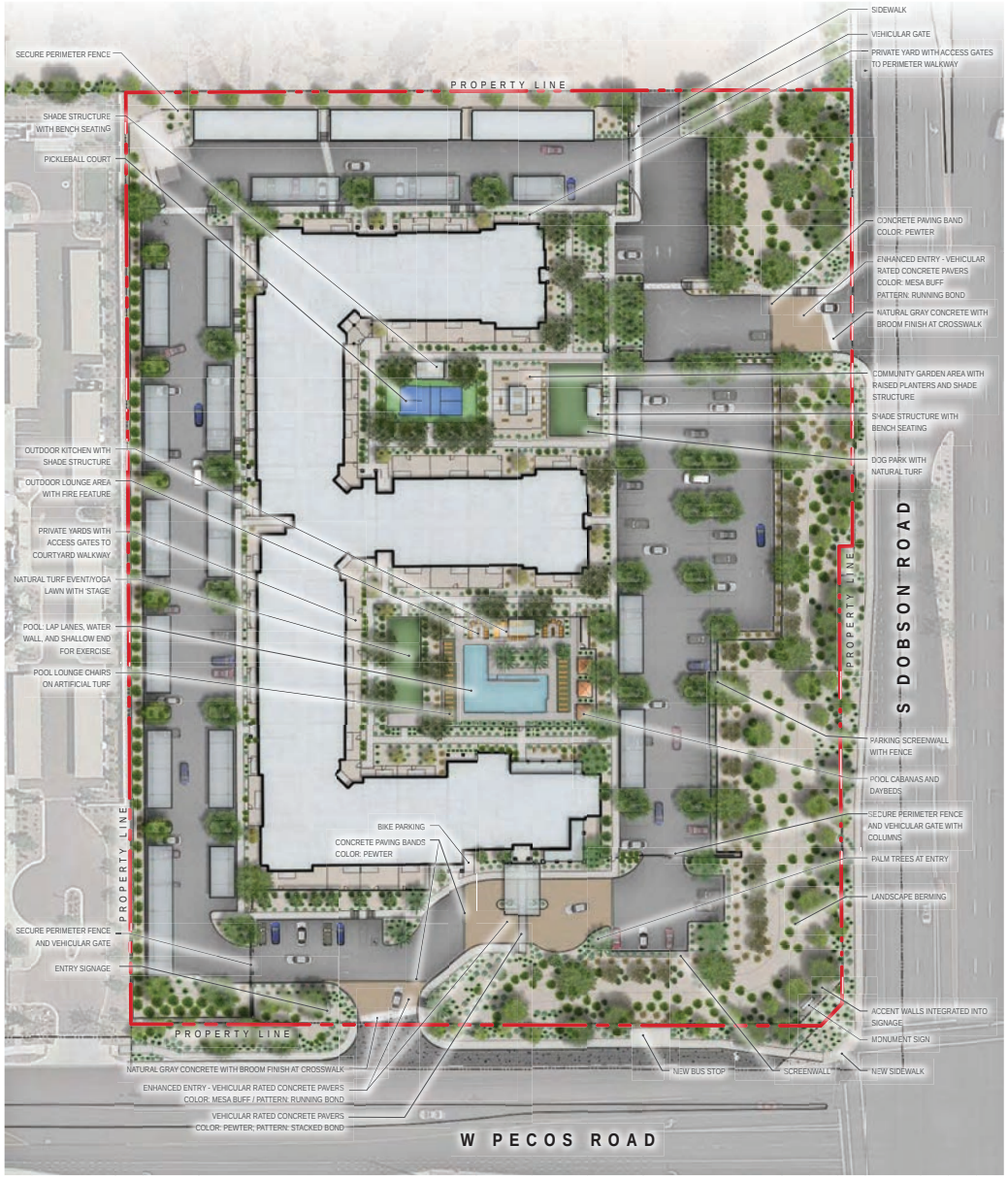


Section B: North Dobson Road - Street Frontage



Key Map

AMENITY PLAN



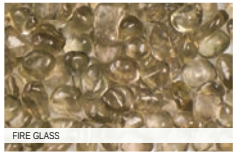
BIKE RACKS

BENCH

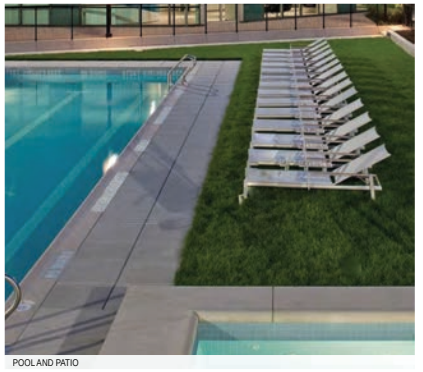
KITCHEN COUNTER TOP

TOPDRESS

CONCRETE WITH SALT FINISH AT POOL DECK


FIRE GLASS

SHADE STRUCTURE


POOL AND PATIO

ENHANCED PAVING AT ENTRIES

LINEAR FIRE FEATURE

CROSSWALKS
NATURAL GRAY CONCRETE WITH BROOM FINISH

CONCRETE PAVERS AT ENTRIES
COLOR: MESA BEIGE

CONCRETE PAVER BANDS AT ENTRIES AND CROSSING AT PORTE COCHERE | COLOR: ISRAEL PEWTER

MERA CHANDLER | AMENITY PLAN

03/26/21

NORTH

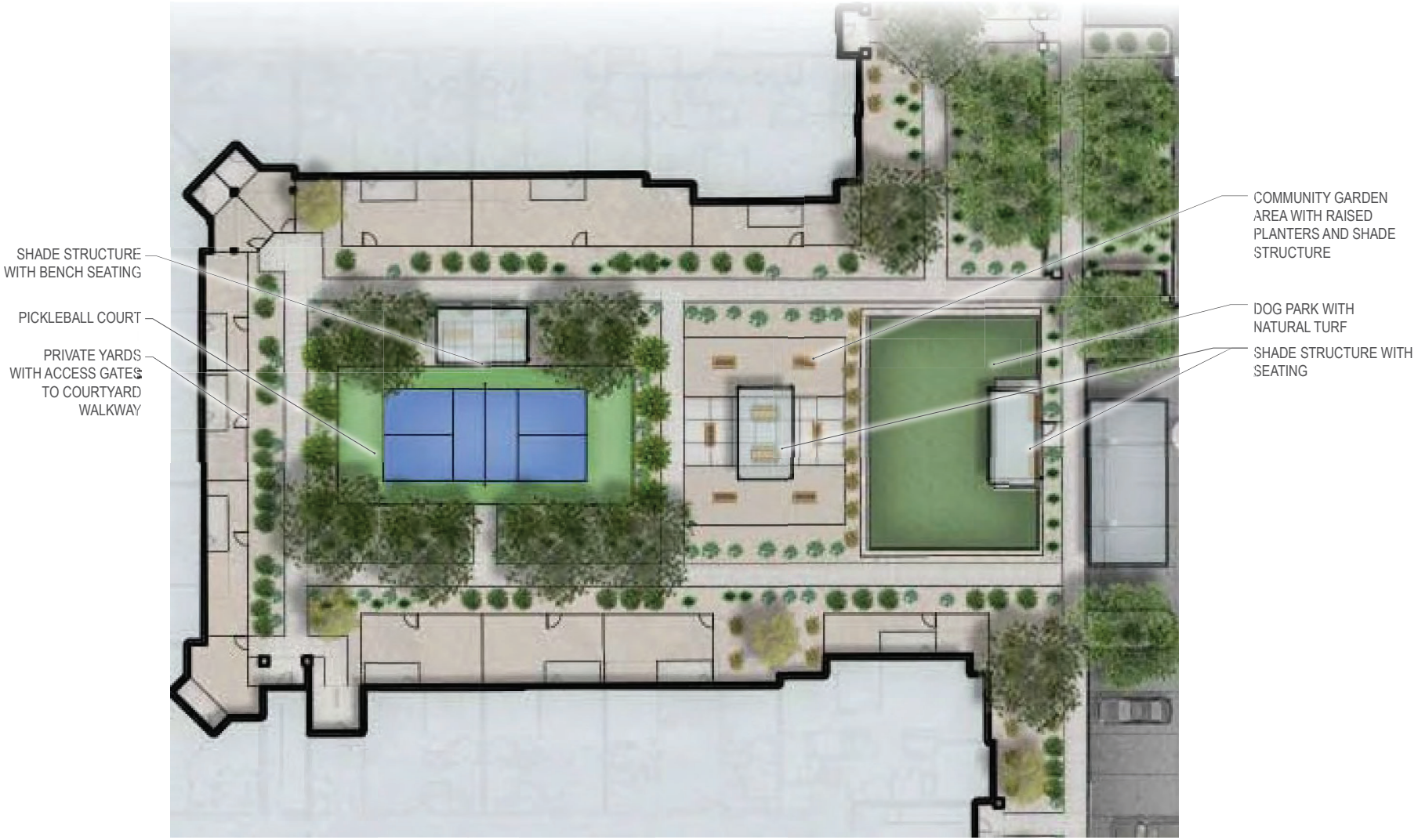
0 60 120 240

SCALE

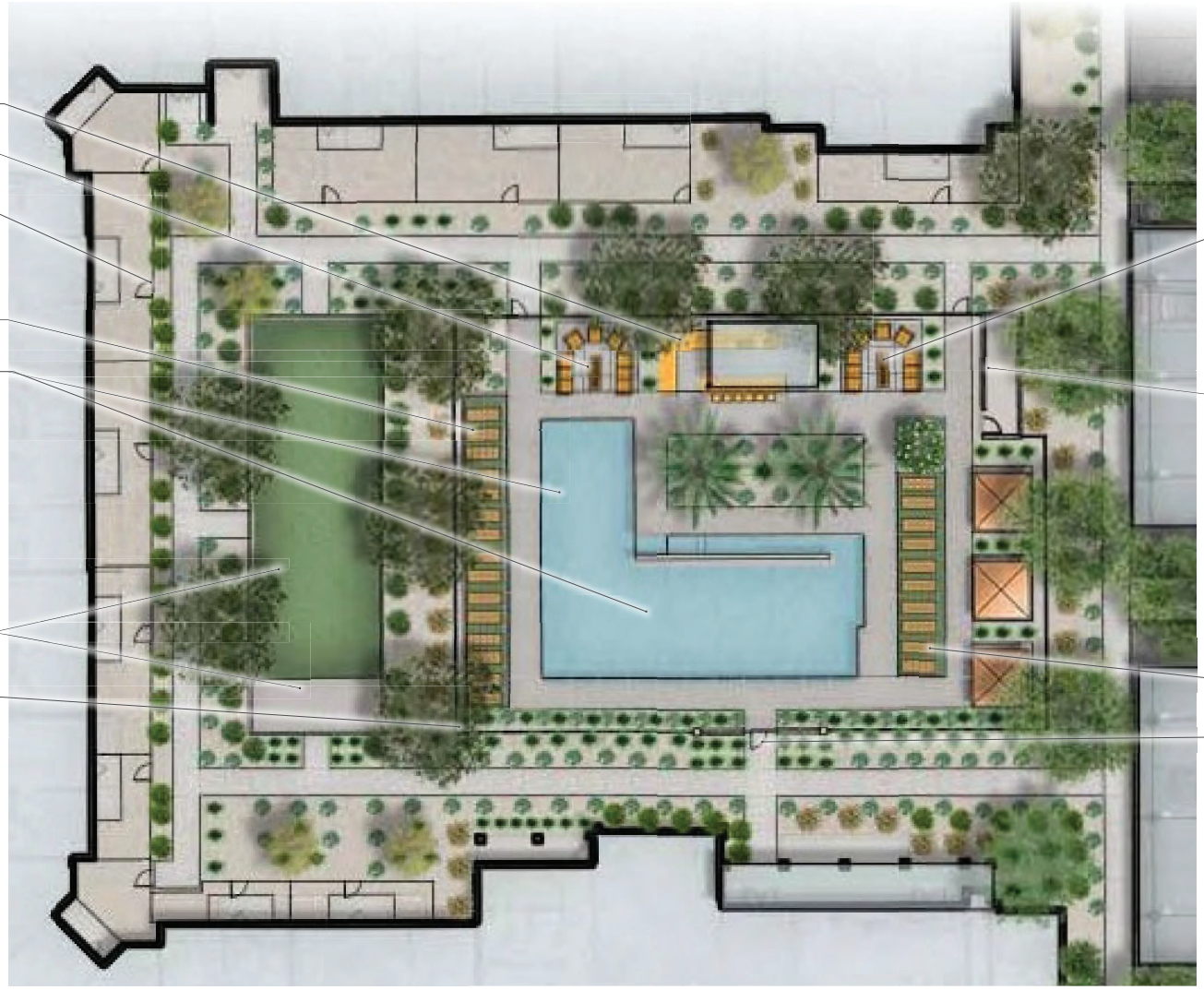
SPARROW PARTNERS

NORRIS DESIGN
Planning | Landscape Architecture | Branding

AMENITY PLAN ENLARGEMENT - COURTYARD (North)



AMENITY PLAN ENLARGEMENT - COURTYARD (South)



AERIAL ELEVATION

SPARROW PARTNERS

ISSUE HISTORY

No.	Date	Description
1	10/23/2020	SCHEMATIC DESIGN 100%
2	12/18/2020	DESIGN DEVELOPMENT 100%
3	04/09/2021	ISSUE FOR PERMIT

REVISION HISTORY

No.	Date	Description

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FUGLEBERG KOCH

2555 Temple Trail, Winter Park, FL 32789 (407) 629-0595
www.fuglebergkoch.com 19359-0

CONSULTANT

KENNETH LINDAHL
ARIZONA CERTIFICATE NO. 067162

MERA CHANDLER

CHANDLER, ARIZONA

Drawn:	Author
Checked:	Checker
Approved:	Approval
Date:	03/26/2021
Project #:	5689

AERIAL ELEVATION

A.9.01

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3/26/2021 4:01:19 PM

FUGLEBERG KOCH

DOBSON ROAD ENTRY | MERA CHANDLER

PROJECT No: 5686 DATE: 03/26/2021

CHANDLER, ARIZONA

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SOUTHERN AMENITY COURTYARD | MERA CHANDLER

PROJECT No: 5686 DATE: 03/26/2021

CHANDLER, ARIZONA

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PECOS ROAD ENTRY | MERA CHANDLER

PROJECT No: 5686 DATE: 03/26/2021

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CLUBHOUSE | MERA CHANDLER

PROJECT No: 5686 DATE: 03/26/2021

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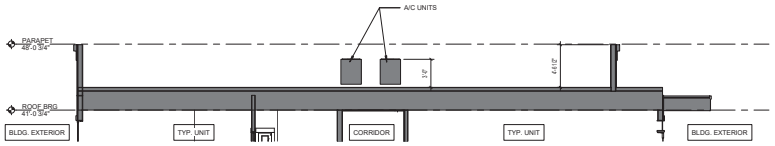
WEST ELEVATION
1/16" = 1'-0"



A/C UNITS - TYP. PARAPET SECTION
3/16" = 1'-0"

COLOR / MATERIAL LEGEND

SW 7631 CITY LOFT
STUCCO

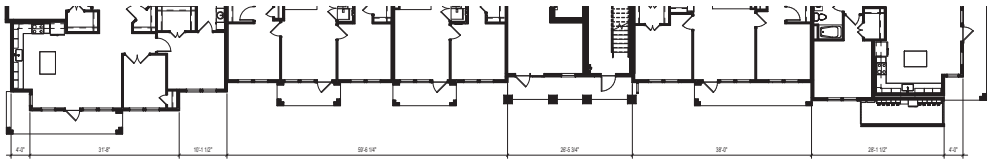
SW 7017 DORIAN GRAY
TRIM - FASCIA - F.C.
PANEL - GUTTERS
(COURTYARD ONLY)

SW 7020 BLACK FOX
METAL AND RAILING

CREATIVE STONE
CREAM CUT BLOCK
STONE

SW 7019 GAUNLET GRAY
STUCCO - BRACKETS

BALCONY SCREENS
TREX COMPOSITE PLANKS
COLOR: ISLAND MIST



NORTH 1 ELEVATION
3/32" = 1'-0"

SPARROW PARTNERS

ISSUE HISTORY

No.	Date	Description
1	10/23/2020	SCHEMATIC DESIGN 100%
2	12/18/2020	DESIGN DEVELOPMENT 100%
3	04/09/2021	ISSUE FOR PERMIT

REVISION HISTORY

No.	Date	Description

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KENNETH LINDAHL
ARIZONA CERTIFICATE 36742

MERA CHANDLER
CHANDLER, ARIZONA

Drawn:	JA LT KS
Checked:	KF
Approved:	KN
Date:	03/26/2021
Project #:	19359

ELEVATIONS

A.9.02

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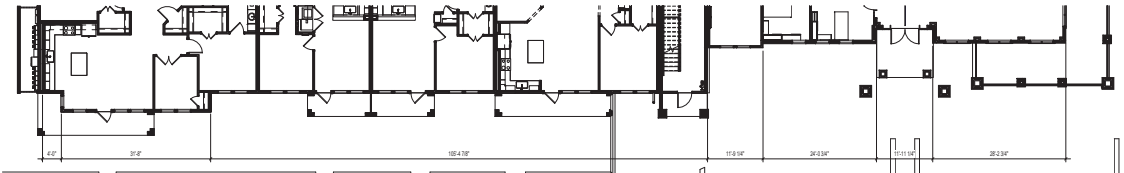
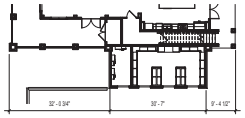
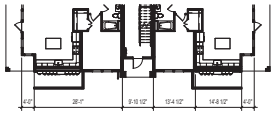
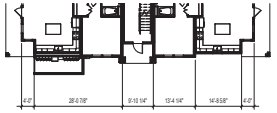


SOUTH 1 ELEVATION
3/32" = 1'-0"





EAST 1 ELEVATION
1/16" = 1'-0"



COLOR / MATERIAL LEGEND

SW 7631 CITY LOFT
STUCCO

SW 7017 DORIAN GRAY
TRIM - FASCIA - F.C.
PANEL - GUTTERS
(COURTYARD ONLY)

SW 7020 BLACK FOX
METAL AND RAILING

CREATIVE STONE
CREAM CUT BLOCK
STONE

SW 7019 GAUNLET GRAY
STUCCO - BRACKETS

BALCONY SCREENS
TREX COMPOSITE PLANKS
COLOR: ISLAND MIST

BALCONY SCREEN

CREATIVE STONE

SPARROW PARTNERS

ISSUE HISTORY

No.	Date	Description
1	10/23/2020	SCHEMATIC DESIGN 100%
2	12/18/2020	DESIGN DEVELOPMENT 100%
3	04/09/2021	ISSUE FOR PERMIT

REVISION HISTORY

No.	Date	Description

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CONSULTANT

KENNETH J LINDAHL
ARIZONA CERTIFICATE 36742

MERA CHANDLER
CHANDLER, ARIZONA

Drawn:	Author
Checked:	Checker
Approved:	Approver
Date:	03/26/2021
Project #:	1935

ELEVATIONS

A.9.03

PLOTTED: 3/26/2021 8:00:58 PM

FUGLEBERG KOCH

TYPICAL BALCONY DESIGN | MERA CHANDLER

PROJECT No: 5686 DATE: 03/26/2021

CHANDLER, ARIZONA

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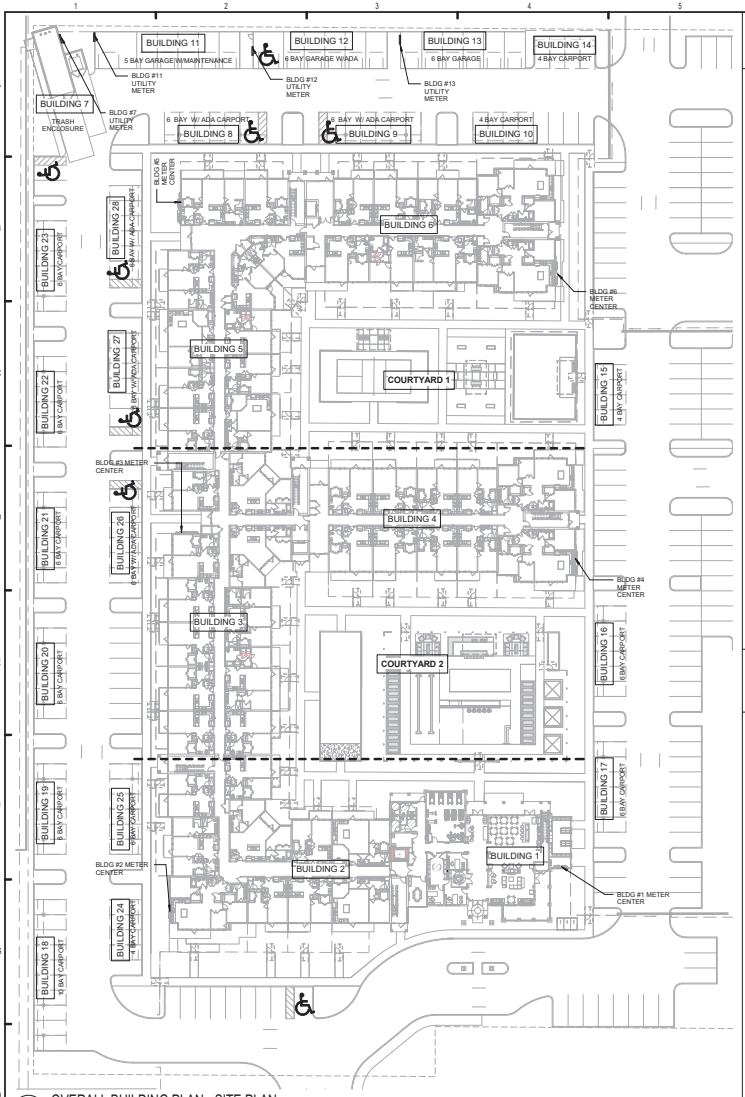
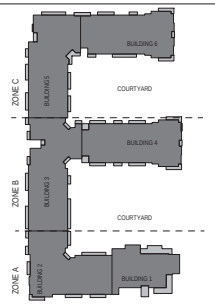
3/26/2021 4:01:23 PM



J1 OVERALL BUILDING PLAN - SITE PLAN
1" = 30'-0"



BUILDING DIAGRAM
1" = 80'-0"

GARAGE AREA SCHEDULES

6 BAY GARAGE	
Name	Area
6 BAY GARAGE	1,672 SF

6 BAY GARAGE W/ADA	
Name	Area
6 BAY GARAGE W/ADA	1,811 SF

5 BAY GARAGE AND MAINTENANCE AREA	
Name	Area
6 BAY GARAGE W/maintenance	1,395 SF
MAINTENANCE AREA	558 SF

TOTAL GARAGES GSF: 5,436 SF

BUILDING DATA

TOTAL BUILDING GSF (INCLUDING CLUBHOUSE, FITNESS AND MEETING ROOM):	239,832 SF
TOTAL BUILDING NRSF (UNITS ONLY):	163,277 SF
AVERAGE NRSF (UNITS):	816 SF
BUILDING EFFICIENCY (TOTAL BUILDING NRSF/TOTAL BUILDING GSF):	68%

BUILDING AND UNIT AREA SCHEDULES

APARTMENT BUILDING (AREA SUMMARY)

Level	Name	Area
BLDG-1		
GROUND LEVEL		
GROUND LEVEL	CLUBHOUSE	5,456 SF
		5,456 SF
LEVEL 2		
LEVEL 2	CLUBHOUSE	4,282 SF
		4,282 SF
LEVEL 3		
LEVEL 3	CLUBHOUSE	468 SF
		468 SF
		10,186 SF
BLDG-2		
GROUND LEVEL		
GROUND LEVEL	CORRIDOR	1,178 SF
GROUND LEVEL	COVERED ENTRY	68 SF
GROUND LEVEL	ELEVATOR, STAIR	306 SF
GROUND LEVEL	STORAGE	36 SF
GROUND LEVEL	UNITS	9,810 SF
		11,398 SF
LEVEL 2		
LEVEL 2	CORRIDOR	1,204 SF
LEVEL 2	ELEVATOR, STAIR	304 SF
LEVEL 2	STORAGE	16 SF
LEVEL 2	UNITS	9,810 SF
		11,334 SF
LEVEL 3		
LEVEL 3	CORRIDOR	1,204 SF
LEVEL 3	ELEVATOR, STAIR	304 SF
LEVEL 3	STORAGE	16 SF
LEVEL 3	UNITS	9,810 SF
		11,334 SF
LEVEL 4		
LEVEL 4	CORRIDOR	1,204 SF
LEVEL 4	ELEVATOR, STAIR	304 SF
LEVEL 4	STORAGE	16 SF
LEVEL 4	UNITS	9,810 SF
		11,334 SF
		45,400 SF
BLDG-3		
GROUND LEVEL		
GROUND LEVEL	CORRIDOR	1,576 SF
GROUND LEVEL	COVERED ENTRY	292 SF
GROUND LEVEL	ELEVATOR, STAIR	674 SF
GROUND LEVEL	STORAGE	70 SF
GROUND LEVEL	UNITS	10,166 SF
		12,718 SF
LEVEL 2		
LEVEL 2	CORRIDOR	1,506 SF
LEVEL 2	ELEVATOR LOBBY	66 SF
LEVEL 2	ELEVATOR, STAIR	672 SF
LEVEL 2	STORAGE	34 SF

APARTMENT BUILDING (AREA SUMMARY)

Level	Name	Area
LEVEL 2	UNITS	10,180 SF
		12,458 SF
LEVEL 3		
LEVEL 3	CORRIDOR	1,506 SF
LEVEL 3	ELEVATOR LOBBY	66 SF
LEVEL 3	ELEVATOR, STAIR	672 SF
LEVEL 3	STORAGE	34 SF
LEVEL 3	UNITS	10,180 SF
		12,458 SF
LEVEL 4		
LEVEL 4	CORRIDOR	1,506 SF
LEVEL 4	ELEVATOR LOBBY	66 SF
LEVEL 4	ELEVATOR, STAIR	672 SF
LEVEL 4	STORAGE	34 SF
LEVEL 4	UNITS	10,180 SF
		12,458 SF
		50,094 SF
BLDG-4		
GROUND LEVEL		
GROUND LEVEL	CORRIDOR	1,322 SF
GROUND LEVEL	COVERED ENTRY	300 SF
GROUND LEVEL	ELEVATOR, STAIR	272 SF
GROUND LEVEL	STORAGE	54 SF
GROUND LEVEL	UNITS	9,286 SF
		11,234 SF
LEVEL 2		
LEVEL 2	CORRIDOR	912 SF
LEVEL 2	ELEVATOR, STAIR	268 SF
LEVEL 2	STORAGE	54 SF
LEVEL 2	UNITS	9,936 SF
		11,170 SF
LEVEL 3		
LEVEL 3	CORRIDOR	912 SF
LEVEL 3	ELEVATOR, STAIR	268 SF
LEVEL 3	STORAGE	54 SF
LEVEL 3	UNITS	9,936 SF
		11,170 SF
LEVEL 4		
LEVEL 4	CORRIDOR	912 SF
LEVEL 4	ELEVATOR, STAIR	268 SF
LEVEL 4	STORAGE	54 SF
LEVEL 4	UNITS	9,936 SF
		11,170 SF
		44,744 SF
BLDG-5		
GROUND LEVEL		
GROUND LEVEL	CORRIDOR	1,552 SF
GROUND LEVEL	COVERED ENTRY	292 SF
GROUND LEVEL	ELEVATOR, STAIR	266 SF
GROUND LEVEL	STORAGE	78 SF

APARTMENT BUILDING (AREA SUMMARY)

Level	Name	Area
GROUND LEVEL	UNITS	9,980 SF
		12,126 SF
LEVEL 2		
LEVEL 2	CORRIDOR	1,552 SF
LEVEL 2	ELEVATOR, STAIR	268 SF
LEVEL 2	STORAGE	78 SF
LEVEL 2	UNITS	9,978 SF
		11,874 SF
LEVEL 3		
LEVEL 3	CORRIDOR	1,552 SF
LEVEL 3	ELEVATOR, STAIR	268 SF
LEVEL 3	STORAGE	78 SF
LEVEL 3	UNITS	9,978 SF
		11,874 SF
LEVEL 4		
LEVEL 4	CORRIDOR	1,554 SF
LEVEL 4	ELEVATOR, STAIR	268 SF
LEVEL 4	STORAGE	78 SF
LEVEL 4	UNITS	9,978 SF
		11,874 SF
		47,750 SF
BLDG-6		
GROUND LEVEL		
GROUND LEVEL	CORRIDOR	1,059 SF
GROUND LEVEL	COVERED ENTRY	232 SF
GROUND LEVEL	ELEVATOR LOBBY	284 SF
GROUND LEVEL	ELEVATOR, STAIR	356 SF
GROUND LEVEL	STORAGE	126 SF
GROUND LEVEL	UNITS	8,405 SF
		10,460 SF
LEVEL 2		
LEVEL 2	CORRIDOR	888 SF
LEVEL 2	ELEVATOR LOBBY	284 SF
LEVEL 2	ELEVATOR ROOM	34 SF
LEVEL 2	ELEVATOR, STAIR	356 SF
LEVEL 2	STORAGE	52 SF
LEVEL 2	UNITS	8,788 SF
		10,400 SF
LEVEL 3		
LEVEL 3	CORRIDOR	888 SF
LEVEL 3	ELEVATOR LOBBY	284 SF
LEVEL 3	ELEVATOR, STAIR	356 SF
LEVEL 3	STORAGE	84 SF
LEVEL 3	UNITS	8,788 SF
		10,400 SF
LEVEL 4		
LEVEL 4	CORRIDOR	888 SF
LEVEL 4	ELEVATOR LOBBY	284 SF
LEVEL 4	ELEVATOR, STAIR	356 SF
LEVEL 4	STORAGE	84 SF
LEVEL 4	UNITS	8,788 SF
		10,400 SF
		41,658 SF
Total Sq. Ft.		239,832 SF

UNIT MATRIX

Building 2

		FLOORS					UNITS	TOTAL / BUILDING %
		Type	1	2	3	4		
UNITS	1/1 Small	A1	2	2	2	2	8	20.0%
	1/1 Inside corner	A2	0	0	0	0	0	0.0%
	1/1 Standard	A3	3	3	3	3	12	30.0%
	1/1 Standard Access.	A3 ACC	0	0	0	0	0	0.0%
	1/1 Den	A4	2	2	2	2	8	20.0%
	2/2 Std	B1	1	1	1	1	4	10.0%
	-	-	0	0	0	0	0	0.0%
	2/2 Large	B2	0	0	0	0	0	0.0%
	2/2 Large Access.	B2 ACC	0	0	0	0	0	0.0%
	2/2 Inside Corner	B3	1	1	1	1	4	10.0%
	2/2 Corner Den	B4	1	1	1	1	4	10.0%
	2/2 Large Corner	B5	0	0	0	0	0	0.0%
	Units / Bldg		10	10	10	10	40	100%

Building 3

		FLOORS					UNITS	TOTAL / BUILDING %
		Type	1	2	3	4		
UNITS	1/1 Small	A1	1	1	1	1	4	9.1%
	1/1 Inside corner	A2	0	0	0	0	0	0.0%
	1/1 Standard	A3	6	6	6	6	24	54.5%
	1/1 Standard Access.	A3 ACC	0	0	0	0	0	0.0%
	1/1 Den	A4	0	0	0	0	0	0.0%
	2/2 Std	B1	1	1	1	1	4	9.1%
	-	-					0	0.0%
	2/2 Large	B2	0	0	1	1	2	4.5%
	2/2 Large Access.	B2 ACC	1	1	0	0	2	4.5%
	2/2 Inside Corner	B3	2	2	2	2	8	18.2%
	2/2 Corner Den	B4	0	0	0	0	0	0.0%
	2/2 Large Corner	B5	0	0	0	0	0	0.0%
	Units / Bldg		11	11	11	11	44	100%

Building Type 4

		FLOORS					UNITS	TOTAL / BUILDING %
		Type	1	2	3	4		
UNITS	1/1 Small	A1	4	4	4	4	16	40.0%
	1/1 Inside corner	A2	0	0	0	0	0	0.0%
	1/1 Standard	A3	4	2	2	2	10	25.0%
	1/1 Standard Access.	A3 ACC	0	0	0	0	0	0.0%
	1/1 Den	A4	0	0	0	0	0	0.0%
	2/2 Std	B1	0	0	0	0	0	0.0%
	-	-	0	0	0	0	0	0.0%
	2/2 Large	B2	0	2	2	2	6	15.0%
	2/2 Large Access.	B2 ACC	0	0	0	0	0	0.0%
	2/2 Inside Corner	B3	0	0	0	0	0	0.0%
	2/2 Corner Den	B4	2	2	2	2	8	20.0%
	2/2 Large Corner	B5	0	0	0	0	0	0.0%
	Units / Bldg		10	10	10	10	40	100%

Building Type 5

		FLOORS					UNITS	TOTAL / BUILDING %
		Type	1	2	3	4		
UNITS	1/1 Small	A1	2	2	2	2	8	18.2%
	1/1 Inside corner	A2	2	2	2	2	8	18.2%
	1/1 Standard	A3	2	3	3	3	11	25.0%
	1/1 Standard Access.	A3 ACC	1	0	0	0	1	2.3%
	1/1 Den	A4	2	2	2	2	8	18.2%
	2/2 Std	B1	1	1	1	1	4	9.1%
	-	-	0	0	0	0	0	0.0%
	2/2 Large	B2	1	1	1	1	4	9.1%
	2/2 Large Access.	B2 ACC	0	0	0	0	0	0.0%
	2/2 Inside Corner	B3	0	0	0	0	0	0.0%
	2/2 Corner Den	B4	0	0	0	0	0	0.0%
	2/2 Large Corner	B5	0	0	0	0	0	0.0%
	Units / Bldg		11	11	11	11	44	100%

Building Type 6

		FLOORS					UNITS	TOTAL / BUILDING %
		Type	1	2	3	4		
UNITS	1/1 Small	A1	1	1	1	1	4	12.5%
	1/1 Inside corner	A2	0	0	0	0	0	0.0%
	1/1 Standard	A3	2	1	2	2	7	21.9%
	1/1 Standard Access.	A3 ACC	1	1	0	0	2	6.3%
	1/1 Den	A4	0	0	0	0	0	0.0%
	2/2 Std	B1	1	1	1	1	4	12.5%
	-	-					0	0.0%
	2/2 Large	B2	1	2	2	2	7	21.9%
	2/2 Large Access.	B2 ACC	0	0	0	0	0	0.0%
	2/2 Inside Corner	B3	0	0	0	0	0	0.0%
	2/2 Corner Den	B4	2	2	2	2	8	25.0%
	2/2 Large Corner	B5	0	0	0	0	0	0.0%
	Units / Bldg		8	8	8	8	32	100%

MASTER UNIT COUNT

BUILDING TYPES 2-6

		TYPE	No.	Mix	Target
UNITS	1/1 Small	A1	40		
	1/1 Inside corner	A2	8		
	1/1 Standard	A3	64		
	1/1 Standard Access.	A3 ACC	3		
	1/1 Den	A4	16	65.5%	65.0%
	2/2 Std	B1	16		
	-	-	0		
	2/2 Large	B2	19		
	2/2 Large Access.	B2 ACC	2		
	2/2 Inside Corner	B3	12		
	2/2 Corner Den	B4	20		
	2/2 Large Corner	B5	0	34.5%	35.0%
TOTAL			200		

SPARROW PARTNERS

SITE PLAN GENERAL NOTES:

1. THIS SITE PLAN IS FOR ARCHITECTURAL INFORMATION ONLY.
2. SEE CIVIL PLAN (UNDER SEPARATE COVER) FOR PARKING SUMMARY, SIDEWALK LOCATIONS, ACCESSIBLE SITE DETAILS AND BUILDING LOCATION AND SITE ELEVATIONS & OTHER SITE REQUIREMENTS.
3. SEE LANDSCAPE DRAWINGS (UNDER SEPARATE COVER) FOR SITE CONFIGURATION, LAYOUT, GRADING, FENCING AND RELATED INFORMATION.
4. TOP OF GROUND FLOOR ARCHITECTURAL SLAB ELEVATION IS 0'-0" UNLESS NOTED OTHERWISE. REFER TO CIVIL PLANS FOR TRUE ELEVATION ABOVE MEAN SEA LEVEL. (MAY VARY PER BUILDING.)
5. THE SWIMMING POOL(S) SHOWN ON THE DRAWINGS ARE PROVIDED FOR GENERAL LOCATION AND SHAPE SUGGESTION PURPOSES ONLY. FUGLEBERG KOCH IS NOT QUALIFIED TO PROVIDE SERVICES FOR POOLS AND MAKES NO ATTEMPT TO DO SO. POOL DESIGN DOCUMENTS FOR CONSTRUCTION, CODE COMPLIANCE, AGENCY APPROVALS, CONSTRUCTION CERTIFICATION AND OTHER SERVICES REQUIRED FOR THE POOL(S) ARE A DELEGATED DESIGN AND SHALL BE PERFORMED BY OTHERS UNDER THE SEPARATE CONTRACT WITH THE OWNER
6. SITE FENCE AND GATE DESIGN, SITE WALLS, MONUMENT SIGN BY LANDSCAPE ARCHITECT (UNDER SEPARATE COVER).
7. TERMITE PREVENTION SHALL BE PROVIDED PER. I.B.C. 1816.1.7/XXX

LEGEND:

W.C. METER CENTER LOCATION - SEE ELECTRICAL.
F.R. FIRE RISER LOCATION

ACCESSIBLE ROUTE

DESIGNATED ACCESSIBLE PARKING SPACE OR DESIGNATED ACCESSIBLE GARAGE

T TRANSFORMER LOCATION

ISSUE HISTORY

No.	Date	Description
1	10/23/2020	100% SCHEMATIC DESIGN

REVISION HISTORY

No.	Date	Description

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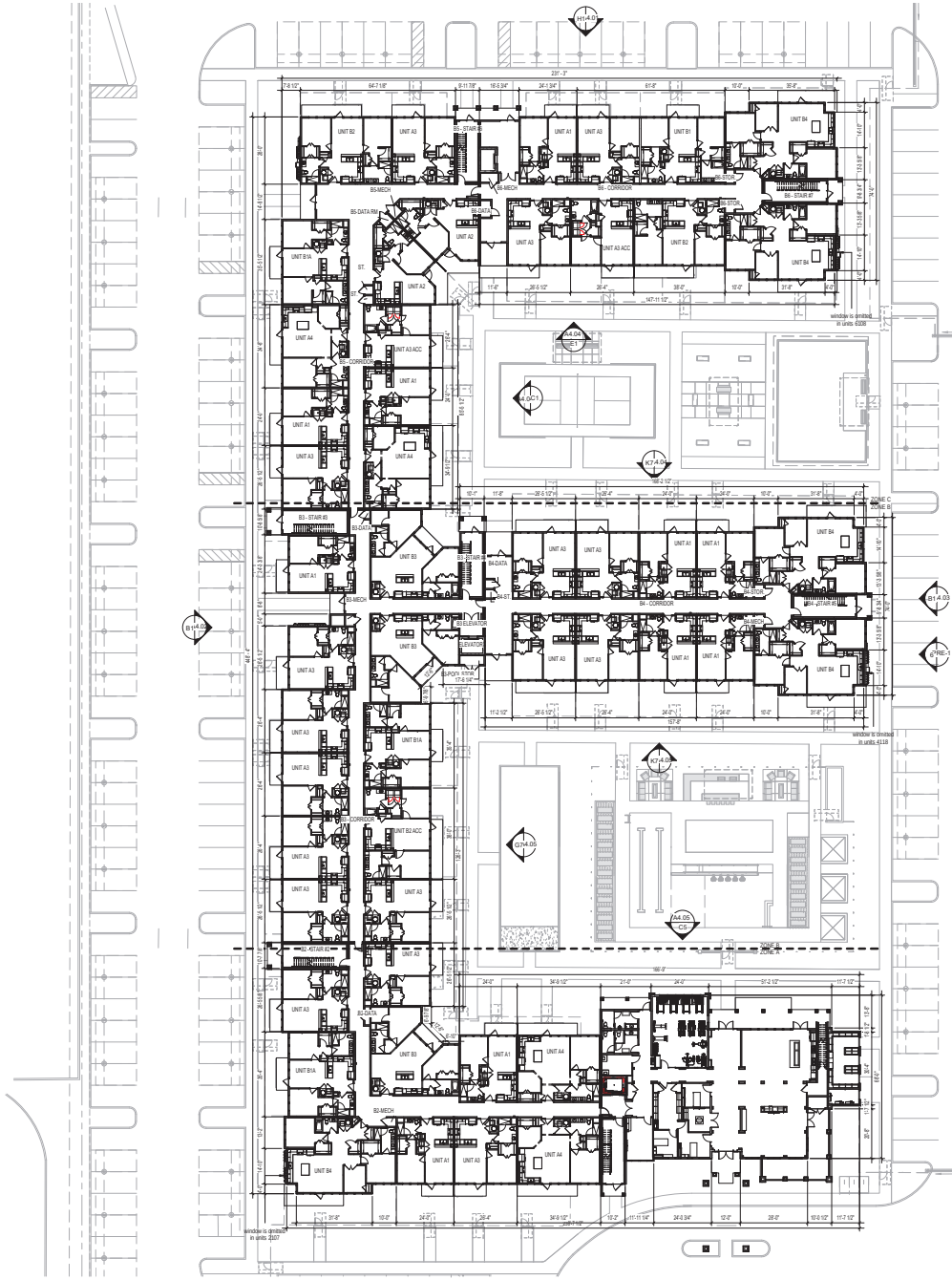
MERA CHANDLER
CHANDLER, ARIZONA

Drawn: Author
Checked: Checker
Approved: Approver
Date: 10/23/2020
Project #: 19359

SITE PLAN AND PROJECT DATA

A0.04

PLOTTED: 10/23/2020 9:13:43 PM

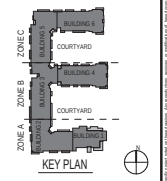


K1 OVERALL BUILDING PLAN - GROUND LEVEL
1" = 20'-0" K5/ A3.28

SPARROW PARTNERS

GENERAL NOTES:

1. OVERALL PLAN DIMENSIONS ARE FROM CENTER LINE TO CENTER LINE OF TENANT SEPARATION WALLS (UL U341) - WHOSE STUDS ARE 1" APART. ALL OTHER DIMENSIONS ARE FROM OUTSIDE FACE OF STUD OR FACE OF MASONRY. ALL WINDOW AND DOOR DIMENSIONS ARE TO CENTERLINE OF OPENING. UNLESS NOTED OTHERWISE.
2. SEE ENLARGED PLANS OR UNIT PLANS FOR ADDITIONAL DIMENSIONS IF NOT SHOWN ON OVERALL BUILDING PLANS.
3. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. SEE SHEETS A0.10-A0.18 FOR LIFE SAFETY INFORMATION AND RATED WALL LOCATION.
5. SEE SHEETS A3.03 - A3.09B FOR UNIT PLAN INFORMATION, INCLUDING DIMENSIONS, DOOR & WINDOW TYPES. UNIT PLANS SHOWN ARE TYPICAL - SEE BUILDING PLANS FOR UNIT ORIENTATION - PLANS MAY NEED TO BE REVERSED - ADJUST DIMENSION LAYOUTS ACCORDINGLY.
6. REFER TO REFLECTED CEILING PLANS FOR R.C.P. INFORMATION.
7. ALL UNITS ARE TO BE COMPLIANT PER THE FAIR HOUSING ACT (FHA).
8. SEE CIVIL PLANS FOR ACTUAL FINISH FLOOR ELEVATIONS.
9. VERIFY EXACT LOCATION AND FIRE EXTINGUISHERS TYPE WITH FIRE OFFICIALS. PROVIDE ONE FIRE EXTINGUISHER PER UNIT.
10. SEE SHEET A8.01 FOR COMMON AREA FINISH SCHEDULE AND A3.00 FOR UNIT FINISH SCHEDULE.
11. INSULATION - SEE SPECIFICATIONS FOR SCHEDULE OF INSULATION VALUES AND LOCATIONS.
12. ALL VINYL, TILE, AND HARD SURFACE FLOORING AREAS TO HAVE 3/4" GYPSUM FLOOR TOPPING UNDERLAYMENT OVER 1/8" SOUND INSULATION, WHERE CARPET AREAS ARE LOCATED. IF INTEGRAL SOUND MAT ON THE BOTTOM OF THE LVT IS USED, SOUND MAT UNDER GYPSUM UNDERLAYMENT CAN BE OMITTED. CONTRACTOR TO SUBMIT SOUND TEST DATA.
13. REFER TO ENLARGED KITCHEN AND BATH PLANS FOR FHA CLEARANCES AND REQUIREMENTS.
14. PROVIDE FIRE RATED ICE MAKER BOXES, WASHER BOXES, AND DRYER BOXES WHEN LOCATED WITHIN A RATED WALL.
15. SEE UNIT PLANS FOR THE PLAN KEYNOTE LIST.
16. SEE A7.00 SERIES SHEETS FOR DOOR & WINDOW INFORMATION. SEE A3.09 FOR UNIT DOOR INFORMATION.
17. CONTRACTOR TO COORDINATE CORRIDOR FLOOR & CEILING CONTROL JOINT PLACEMENT. FLOOR CONTROL JOINT TO BE AT 6'-0" MAX. AND CEILING CONTROL JOINT TO BE AT 30'-0" MAX. ON CENTER WHERE POSSIBLE. CEILING JOINT TO OCCUR AT ONE SIDE OF BULKHEAD DETAIL, UNLESS NOTED OTHERWISE.
18. FEC - FIRE EXTINGUISHER CABINET



KEY PLAN

ISSUE HISTORY

No.	Date	Description
1	10/23/2020	100% SCHEMATIC DESIGN

REVISION HISTORY

No.	Date	Description

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Drawn:	JA, NO, SM
Checked:	KF
Approved:	KL
Date:	10/23/2020
Project #:	19359

OVERALL BUILDING PLAN - GROUND LEVEL

A2.01

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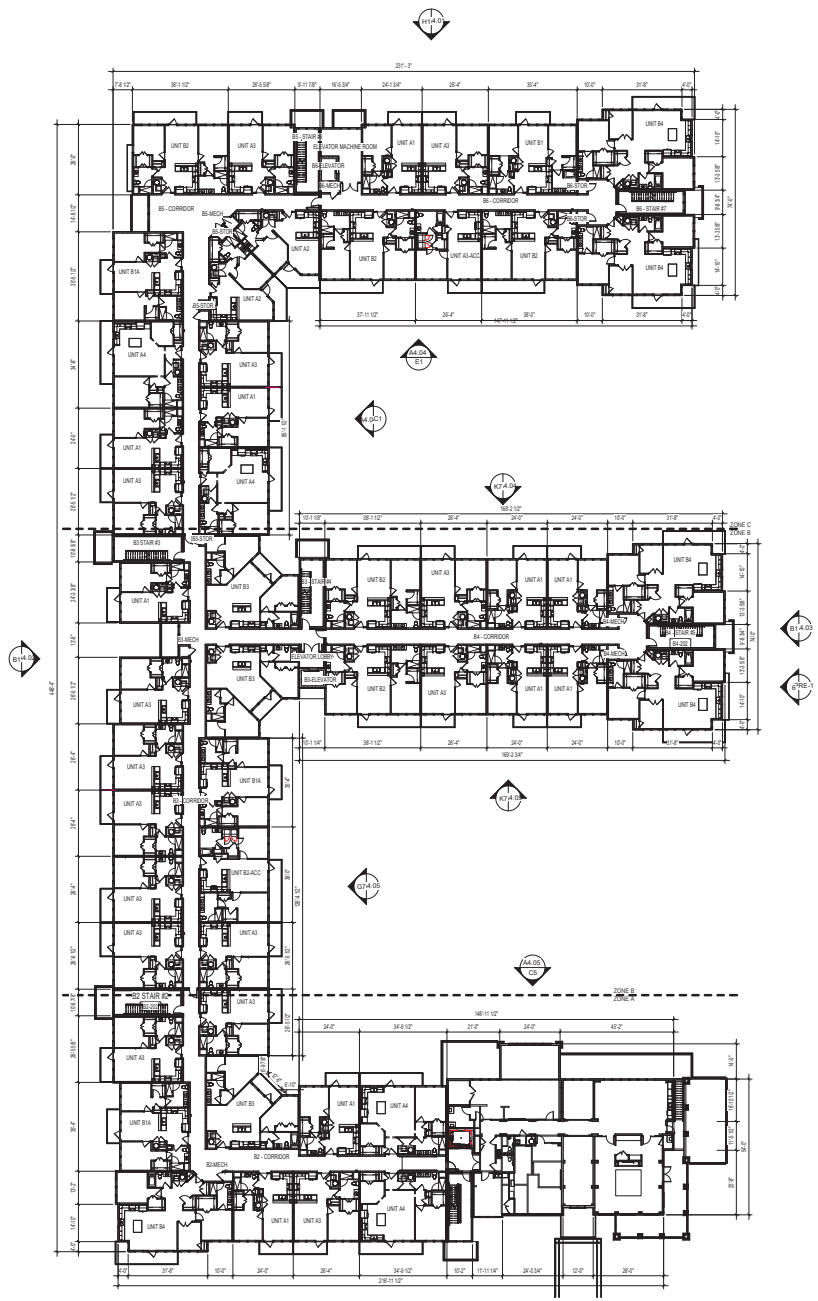
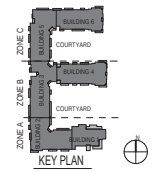


K1 OVERALL BUILDING PLAN - LEVEL 2
1" = 20'-0" K1/ A3.30

SPARROW PARTNERS

GENERAL NOTES:

1. OVERALL PLAN DIMENSIONS ARE FROM CENTER LINE TO CENTER LINE OF TENANT SEPARATION WALLS (UL U341) - WHOSE STUDS ARE 3" APART. ALL OTHER DIMENSIONS ARE FROM OUTSIDE FACE OF STUD OR FACE OF MASONRY. ALL WINDOW AND DOOR DIMENSIONS ARE TO CENTERLINE OF OPENING . UNLESS NOTED OTHERWISE.
2. SEE ENLARGED PLANS OR UNIT PLANS FOR ADDITIONAL DIMENSIONS IF NOT SHOWN ON OVERALL BUILDING PLANS.
3. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. SEE SHEETS A0.10-A0.19 FOR LIFE SAFETY INFORMATION AND RATED WALL LOCATION.
5. SEE SHEETS A3.01- A3.09B FOR UNIT PLAN INFORMATION, INCLUDING DIMENSIONS, DOOR & WINDOW TYPES. UNIT PLANS SHOWN ARE TYPICAL - SEE BUILDING PLANS FOR UNIT ORIENTATION - PLANS MAY NEED TO BE REVERSED - ADJUST DIMENSION LAYOUTS ACCORDINGLY.
6. REFER TO REFLECTED CEILING PLANS FOR R.C.P. INFORMATION.
7. ALL UNITS ARE TO BE COMPLIANT PER THE FAIR HOUSING ACT (FHA).
8. SEE CIVIL PLANS FOR ACTUAL FINISH FLOOR ELEVATIONS.
9. VERIFY EXACT LOCATION AND FIRE EXTINGUISHERS TYPE WITH FIRE OFFICIALS. PROVIDE ONE FIRE EXTINGUISHER PER UNIT.
10. SEE SHEET A8.01 FOR COMMON AREA FINISH SCHEDULE AND A3.09 FOR UNIT FINISH SCHEDULE.
11. INSULATION - SEE SPECIFICATIONS FOR SCHEDULE OF INSULATION VALUES AND LOCATIONS.
12. ALL VINYL, TILE, AND HARD SURFACE FLOORING AREAS TO HAVE 3/4" GYPSUM FLOOR TOPPING UNDERLAYMENT OVER 1/8" SOUND INSULATION. WHERE CARPET AREAS ARE LOCATED. IF INTEGRAL SOUND MAT ON THE BOTTOM OF THE LVT IS USED, SOUND MAT UNDER GYPSUM UNDERLAYMENT CAN BE OMITTED. CONTRACTOR TO SUBMIT SOUND TEST DATA.
13. REFER TO ENLARGED KITCHEN AND BATH PLANS FOR FHA CLEARANCES AND REQUIREMENTS.
14. PROVIDE FIRE RATED ICE MAKER BOXES, WASHER BOXES, AND DRYER BOXES WHEN LOCATED WITHIN A RATED WALL.
15. SEE UNIT PLANS FOR THE PLAN KEYNOTE LIST.
16. SEE A7.00 SERIES SHEETS FOR DOOR & WINDOW INFORMATION. SEE A3.09 FOR UNIT DOOR INFORMATION.
17. CONTRACTOR TO COORDINATE CORRIDOR FLOOR & CEILING CONTROL JOINT PLACEMENT. FLOOR CONTROL JOINT TO BE AT 8'-0" MAX. AND CEILING CONTROL JOINT TO BE AT 30'-0" MAX. ON CENTER WHERE POSSIBLE. CEILING JOINT TO OCCUR AT ONE SIDE OF BULKHEAD DETAIL, UNLESS NOTED OTHERWISE.
18. FEC - FIRE EXTINGUISHER CABINET



KEY PLAN

ISSUE HISTORY

No.	Date	Description
1	10/23/2020	100% SCHEMATIC DESIGN

REVISION HISTORY

No.	Date	Description

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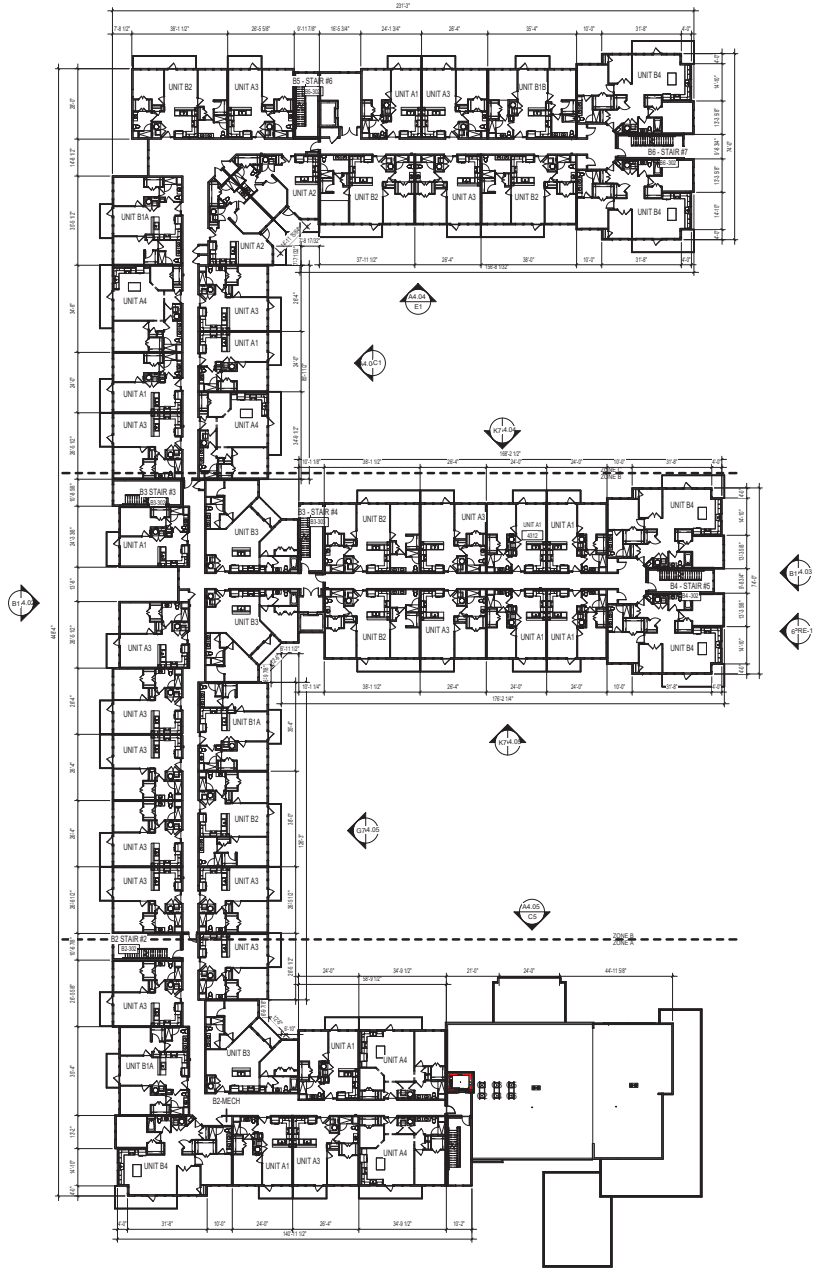
Drawn:	JA, ND, SM
Checked:	KF
Approved:	KL
Date:	10/23/2020
Project #:	19359

OVERALL BUILDING PLAN -LEVEL 2

A2.02

PLOTTED: 10/23/2020 11:40:46 AM

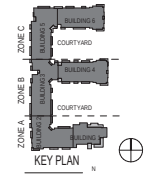


K1 OVERALL BUILDING PLAN - LEVEL 3
1" = 20'-0" H6/ A3.24

SPARROW PARTNERS

GENERAL NOTES:

1. OVERALL PLAN DIMENSIONS ARE FROM CENTER LINE TO CENTER LINE OF TENANT SEPARATION WALLS (UL U343) - WHOSE STUDS ARE 1" APART. ALL OTHER DIMENSIONS ARE FROM OUTSIDE FACE OF STUD OR FACE OF MASONRY. ALL WINDOW AND DOOR DIMENSIONS ARE TO CENTERLINE OF OPENING. UNLESS NOTED OTHERWISE.
2. SEE ENLARGED PLANS OR UNIT PLANS FOR ADDITIONAL DIMENSIONS IF NOT SHOWN ON OVERALL BUILDING PLANS.
3. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. SEE SHEETS A0.10-A0.18 FOR LIFE SAFETY INFORMATION AND RATED WALL LOCATION.
5. SEE SHEETS A3.00 - A3.08B FOR UNIT PLAN INFORMATION, INCLUDING DIMENSIONS, DOOR & WINDOW TYPES. UNIT PLANS SHOWN ARE TYPICAL - SEE BUILDING PLANS FOR UNIT ORIENTATION - PLANS MAY NEED TO BE REVERSED - ADJUST DIMENSION LAYOUTS ACCORDINGLY.
6. REFER TO REFLECTED CEILING PLANS FOR R.C.P. INFORMATION.
7. ALL UNITS ARE TO BE COMPLIANT PER THE FAIR HOUSING ACT (FHA).
8. SEE CIVIL PLANS FOR ACTUAL FINISH FLOOR ELEVATIONS.
9. VERIFY EXACT LOCATION AND FIRE EXTINGUISHERS TYPE WITH FIRE OFFICIALS. PROVIDE ONE FIRE EXTINGUISHER PER UNIT.
10. SEE SHEET A8.01 FOR COMMON AREA FINISH SCHEDULE AND A3.09 FOR UNIT FINISH SCHEDULE.
11. INSULATION - SEE SPECIFICATIONS FOR SCHEDULE OF INSULATION VALUES AND LOCATIONS.
12. ALL VINYL, TILE, AND HARD SURFACE FLOORING AREAS TO HAVE 3/4" GYPSUM FLOOR TOPPING UNDERLAYMENT OVER 1/8" SOUND INSULATION. WHERE CARPET AREAS ARE LOCATED, IF INTEGRAL SOUND MAT ON THE BOTTOM OF THE LVT IS USED, SOUND MAT UNDER GYPSUM UNDERLAYMENT CAN BE OMITTED. CONTRACTOR TO SUBMIT SOUND TEST DATA.
13. REFER TO ENLARGED KITCHEN AND BATH PLANS FOR FHA CLEARANCES AND REQUIREMENTS.
14. PROVIDE FIRE RATED ICE MAKER BOXES, WASHER BOXES, AND DRYER BOXES WHEN LOCATED WITHIN A RATED WALL.
15. SEE UNIT PLANS FOR THE PLAN KEYNOTE LIST.
16. SEE A7.00 SERIES SHEETS FOR DOOR & WINDOW INFORMATION. SEE A3.08 FOR UNIT DOOR INFORMATION.
17. CONTRACTOR TO COORDINATE CORRIDOR FLOOR & CEILING CONTROL JOINT PLACEMENT. FLOOR CONTROL JOINT TO BE AT 6'-0" MAX. AND CEILING CONTROL JOINT TO BE AT 30'-0" MAX. ON CENTER WHERE POSSIBLE. CEILING JOINT TO OCCUR AT ONE SIDE OF BULKHEAD DETAIL, UNLESS NOTED OTHERWISE.
18. FEC - FIRE EXTINGUISHER CABINET



KEY PLAN

ISSUE HISTORY

No.	Date	Description
1	10/23/2020	100% SCHEMATIC DESIGN

REVISION HISTORY

No.	Date	Description

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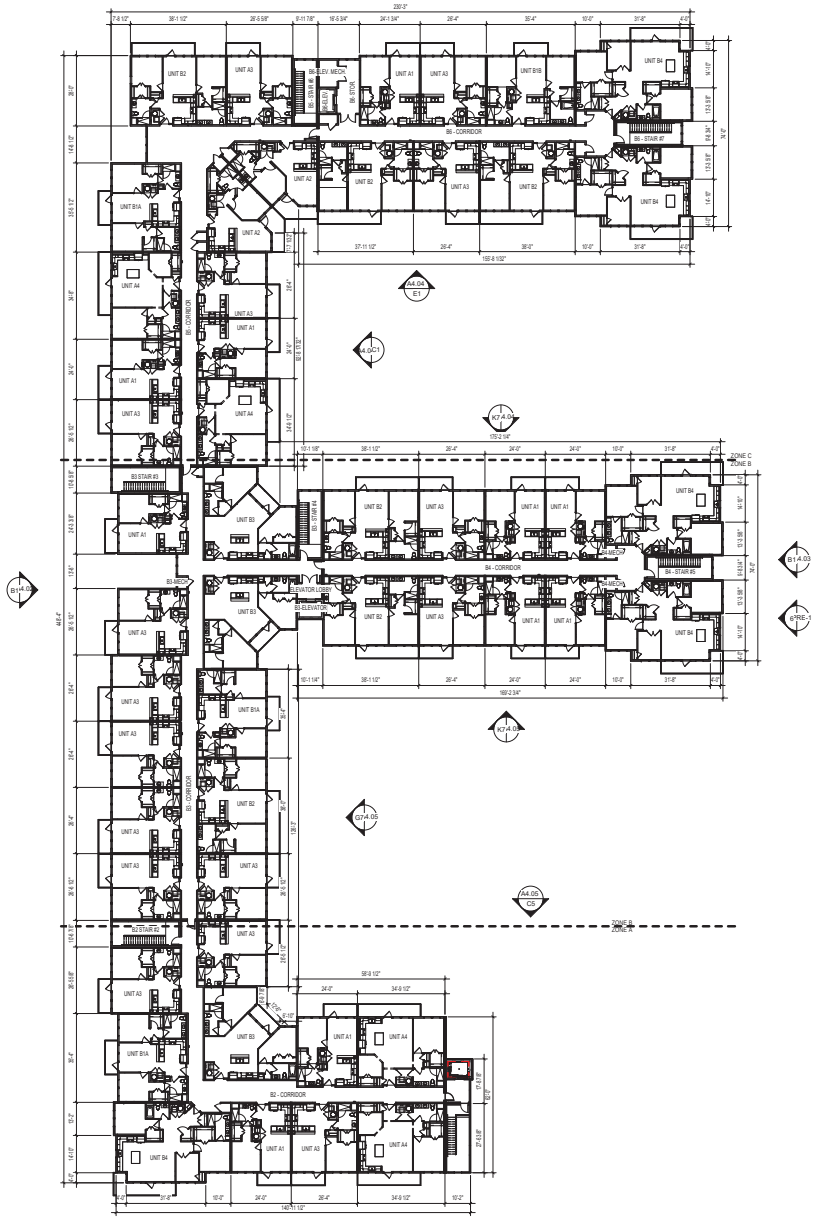
Drawn:	JA, ND, SM
Checked:	KF
Approved:	KL
Date:	10/23/2020
Project #:	1933

OVERALL BUILDING PLAN -LEVEL 3

A2.03

PLOTTED: 10/23/2020 11:41:20 AM

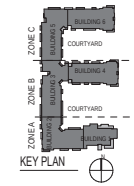


K1 OVERALL BUILDING PLAN - LEVEL 4
1" = 20'-0" K1 / A3.30

SPARROW PARTNERS

GENERAL NOTES:

1. OVERALL PLAN DIMENSIONS ARE FROM CENTER LINE TO CENTER LINE OF TENANT SEPARATION WALLS (UL U343) - WHOSE STUDS ARE 1" APART. ALL OTHER DIMENSIONS ARE FROM OUTSIDE FACE OF STUD OR FACE OF MASONRY. ALL WINDOW AND DOOR DIMENSIONS ARE TO CENTERLINE OF OPENING . UNLESS NOTED OTHERWISE.
2. SEE ENLARGED PLANS OR UNIT PLANS FOR ADDITIONAL DIMENSIONS IF NOT SHOWN ON OVERALL BUILDING PLANS.
3. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. SEE SHEETS A0.10 A0.13 FOR LIFE SAFETY INFORMATION AND RATED WALL LOCATION.
5. SEE SHEETS A3.01- A3.09B FOR UNIT PLAN INFORMATION, INCLUDING DIMENSIONS, DOOR & WINDOW TYPES. UNIT PLANS SHOWN ARE TYPICAL - SEE BUILDING PLANS FOR UNIT ORIENTATION - PLANS MAY NEED TO BE REVERSED - ADJUST DIMENSION LAYOUTS ACCORDINGLY.
6. REFER TO REFLECTED CEILING PLANS FOR R.C.P. INFORMATION.
7. ALL UNITS ARE TO BE COMPLIANT PER THE FAIR HOUSING ACT (FHA).
8. SEE CIVIL PLANS FOR ACTUAL FINISH FLOOR ELEVATIONS.
9. VERIFY EXACT LOCATION AND FIRE EXTINGUISHERS TYPE WITH FIRE OFFICIALS. PROVIDE ONE FIRE EXTINGUISHER PER UNIT.
10. SEE SHEET A8.01 FOR COMMON AREA FINISH SCHEDULE AND A3.09 FOR UNIT FINISH SCHEDULE.
11. INSULATION - SEE SPECIFICATIONS FOR SCHEDULE OF INSULATION VALUES AND LOCATIONS.
12. ALL VINYL, TILE, AND HARD SURFACE FLOORING AREAS TO HAVE 3/4" GYPSUM FLOOR TOPPING UNDERLAYMENT OVER 1/8" SOUND INSULATION, WHERE CARPET AREAS ARE LOCATED. IF INTEGRAL SOUND MAT ON THE BOTTOM OF THE LVT IS USED, SOUND MAT UNDER GYPSUM UNDERLAYMENT CAN BE OMITTED. CONTRACTOR TO SUBMIT SOUND TEST DATA.
13. REFER TO ENLARGED KITCHEN AND BATH PLANS FOR FHA CLEARANCES AND REQUIREMENTS.
14. PROVIDE FIRE RATED ICE MAKER BOXES, WASHER BOXES, AND DRYER BOXES WHEN LOCATED WITHIN A RATED WALL.
15. SEE UNIT PLANS FOR THE PLAN KEYNOTE LIST.
16. SEE A7.00 SERIES SHEETS FOR DOOR & WINDOW INFORMATION. SEE A3.09 FOR UNIT DOOR INFORMATION.
17. CONTRACTOR TO COORDINATE CORRIDOR FLOOR & CEILING CONTROL JOINT PLACEMENT. FLOOR CONTROL JOINT TO BE AT 6'-0" MAX AND CEILING CONTROL JOINT TO BE AT 30'-0" MAX. ON CENTER WHERE POSSIBLE. CEILING JOINT TO OCCUR AT ONE SIDE OF BULKHEAD DETAIL, UNLESS NOTED OTHERWISE.
18. FEC - FIRE EXTINGUISHER CABINET



ISSUE HISTORY

No.	Date	Description
1	10/23/2020	100% SCHEMATIC DESIGN

REVISION HISTORY

No.	Date	Description

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Checked:	KF
Approved:	KL
Date:	10/23/2020
Project #:	1933

OVERALL BUILDING PLAN -LEVEL 4

A2.04

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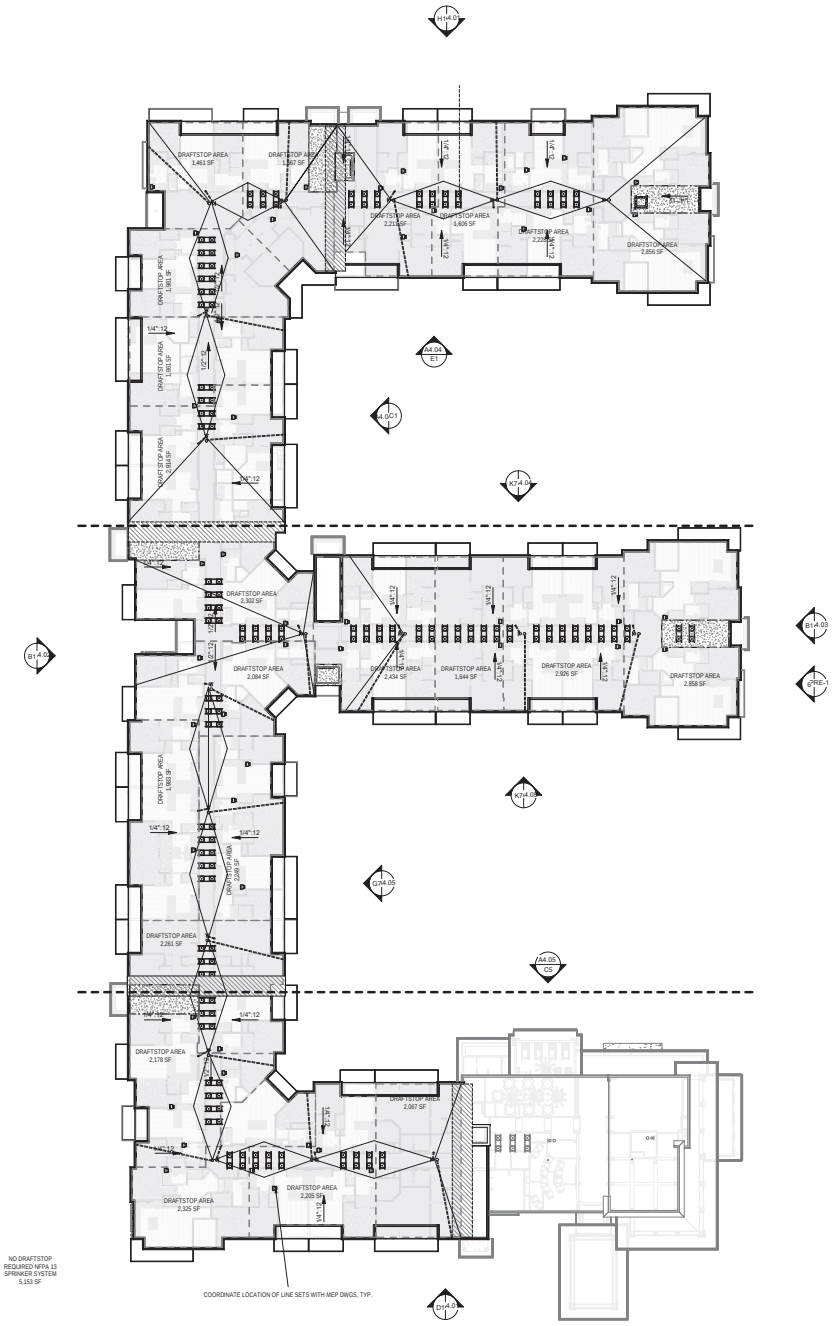


H1 OVERALL ROOF PLAN
1" = 20'-0" K1/ A3.31

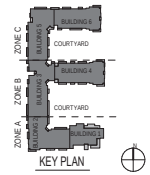
SPARROW PARTNERS

GENERAL NOTES:

1. PAINT ALL ROOF PENETRATIONS TO MATCH ROOF COLOR
2. COORDINATE DOWN SPOUT/DRAIN DISCHARGE WITH CIVIL DRAWINGS. WHERE NOT TAKEN TO STORM, PROVIDE SPLASH BLOCK.
3. LEAVE OPENING IN MAIN ROOF SHEATHING FOR VENTILATION UNDERNEATH OVER BUILT AREAS.
4. DOWNSPOUTS AND GUTTERS SHOWN ARE MIN. REQUIREMENTS SUBJECT TO OWNER'S CONSIDERATIONS
5.
6. GENERAL CONTRACTOR SHALL COORDINATE ALL ROOF ACCESSORIES INSTALLATION DETAILS PER MANUFACTURERS SPEC'S TO MAINTAIN THE WATERTIGHT SYSTEM & EXTENDED WATERPROOFING WARRANTY.

LEGEND:

- DRAFTSTOPPING
- FIRE BARRIER
- FIRE RETARDANT TREATED WOOD ON BOTH SIDES OF FIRE-WALL FOR A DISTANCE OF 4'-0"
- 2 HOUR RATED STAIR/ELEVATOR SHAFT CAP



KEY PLAN

ISSUE HISTORY

No.	Date	Description
1	10/23/2020	100% SCHEMATIC DESIGN

REVISION HISTORY

No.	Date	Description

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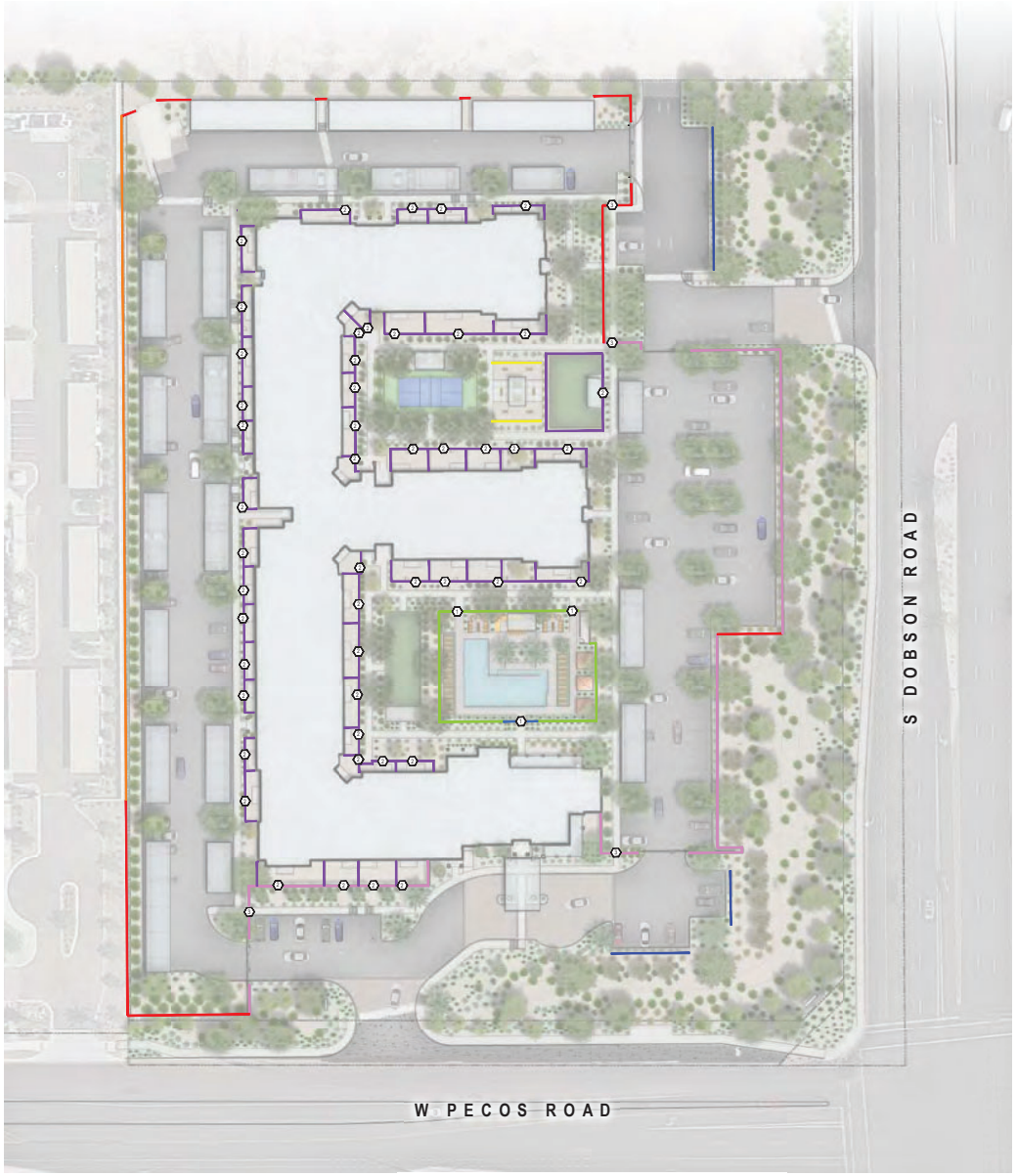
Drawn:	JA, ND, SM
Checked:	KF
Approved:	KL
Date:	10/23/2020
Project #:	1933S

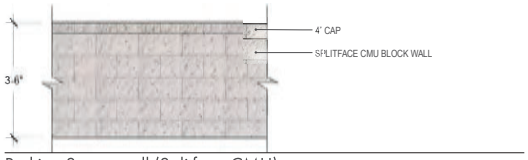
OVERALL ROOF PLAN

A2.05

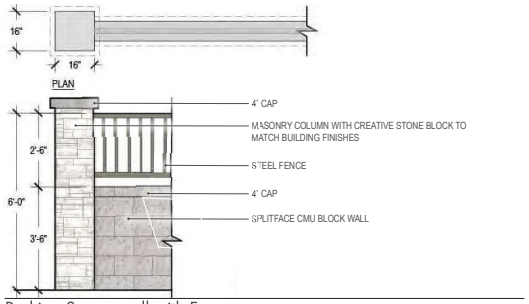
PLOTTED: 10/23/2020 11:42:01 AM

GATE AND FENCE PLAN AND ELEVATIONS

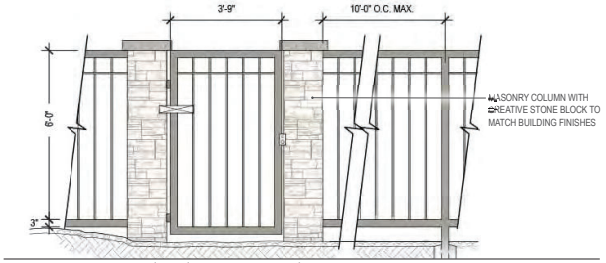




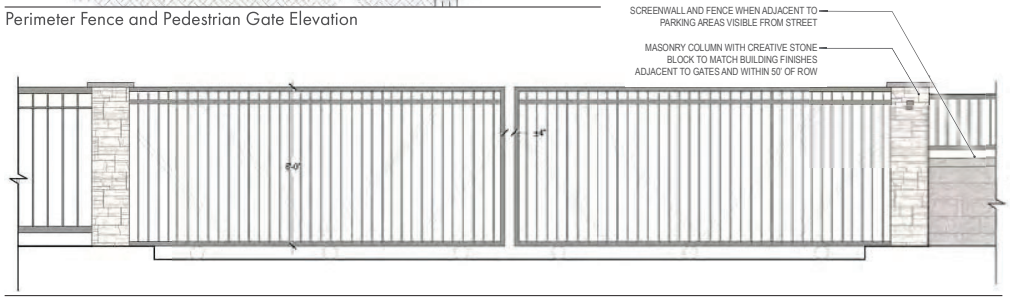
Parking Screenwall (Splitface CMU)



Parking Screenwall with Fence



Perimeter Fence and Pedestrian Gate Elevation



Sliding Vehicular Entry Gate Elevation

FENCE TYPE SCHEDULE

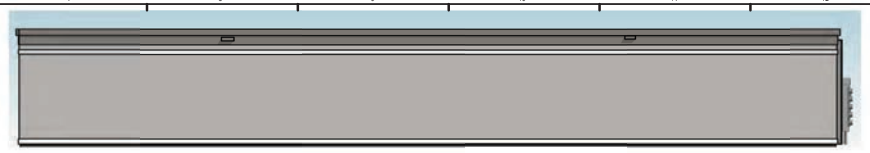
- 6' STEEL PERIMETER FENCE
  MANUFACTURED BY: AMERISTAR
  MODEL: MONTAGE - MAJESTIC
  SEE DETAIL 1/LA-202
- 3' STEEL FENCE
  MANUFACTURED BY: AMERISTAR
  MODEL: MONTAGE - MAJESTIC
  SEE DETAIL 1/LA-202
- 6' STEEL POOL FENCE
  MANUFACTURED BY: AMERISTAR
  MODEL: MONTAGE - MAJESTIC
  SEE DETAIL 2/LA-202
- 6' GLASS POOL FENCE
  MANUFACTURED BY: AQUAVIEW OR APPROVED EQUAL
  SEE DETAIL 3/LA-202
- 3' GARDEN FENCE
  SEE DETAIL 1/LA-204
- 3'-6" SCREEN WALL WITH 30" STEEL PERIMETER FENCE ON TOP
  MANUFACTURED BY: AMERISTAR
  MODEL: MONTAGE - MAJESTIC
  WALL TYPE: CMU WALL WITH CAP
  SEE DETAIL 8/LA-202
- 3'-6" SCREEN WALL
  SEE DETAIL 6/LA-203
- EXISTING FENCE / WALL

GATE HARDWARE SCHEDULE

1. KEY FOB
   PROVIDED BY: OWNER
   QUANTITY: 3
2. KEY LOCK
   PROVIDED BY: OWNER
   QUANTITY: 48
3. KEY PAD
   SIMPLEX LOCK - SIMILL1021S26D OR APPROVED EQUAL
   PROVIDED BY OWNER
   QUANTITY: 4

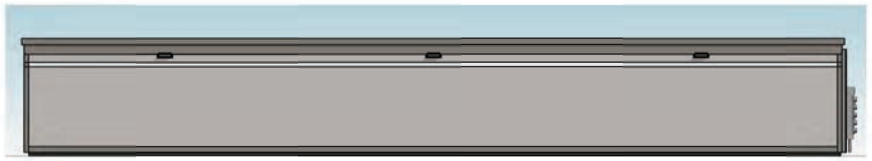
NOTES:
1. VERIFY LOCATIONS WITH LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION.
2. COORDINATE ELECTRICAL WITH MEP.

6 BAY GARAGE W/ MAINT. FRONT ELEVATION
3/16" = 1'-0"



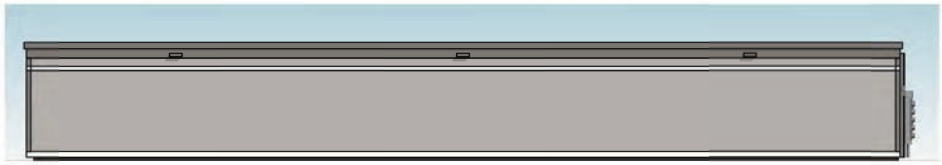
6 BAY GARAGE W/ MAINT. BACK ELEVATION
3/16" = 1'-0"

7 BAY GARAGE FRONT ELEVATION
3/16" = 1'-0"



7 BAY GARAGE BACK ELEVATION
3/16" = 1'-0"

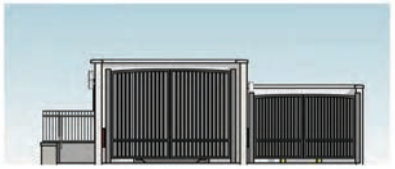
7 BAY GARAGE W/ ADA FRONT ELEVATION
3/16" = 1'-0"



7 BAY GARAGE W/ ADA BACK ELEVATION
3/16" = 1'-0"

TYPICAL GARAGE SIDE ELEVATION
3/16" = 1'-0"

TRASH ENCLOSURE REAR ELEV.
3/16" = 1'-0"



TRASH ENCLOSURE FRONT ELEV.
3/16" = 1'-0"

TRASH ENCLOSURE RIGHT ELEV.
3/16" = 1'-0"

COLOR / MATERIAL LEGEND

SW 7631 CITY LOFT
STUCCO

SW 7017 DORIAN GRAY
TRIM - FASCIA - F.C.
PANEL - GUTTERS
(COURTYARD ONLY)

SW 7020 BLACK FOX
METAL AND RAILING

CREATIVE STONE
CREAM CUT BLOCK
STONE

SW 7019 GAUNLET GRAY
STUCCO - BRACKETS

BALCONY SCREENS
TREX COMPOSITE PLANKS
COLOR: ISLAND MIST

TRASH ENCLOSURE ELEVATION
3/16" = 1'-0"

TYP. CARPORTS
PAINT: SW 7017 DORIAN GRAY

SPARROW PARTNERS

ISSUE HISTORY

No.	Date	Description
1	10/23/2020	SCHEMATIC DESIGN 100%
2	12/18/2020	DESIGN DEVELOPMENT 100%
3	04/09/2021	ISSUE FOR PERMIT

REVISION HISTORY

No.	Date	Description

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Checked:	KL KF
Approved:	KL KF
Date:	03/26/2021
Project #:	19359

GARAGE ELEVATIONS

A.9.04

PLOTTED: 3/26/2021 8:51:18 PM

Mera Chandler
Monument Signage

#11112	Sparrow Partners

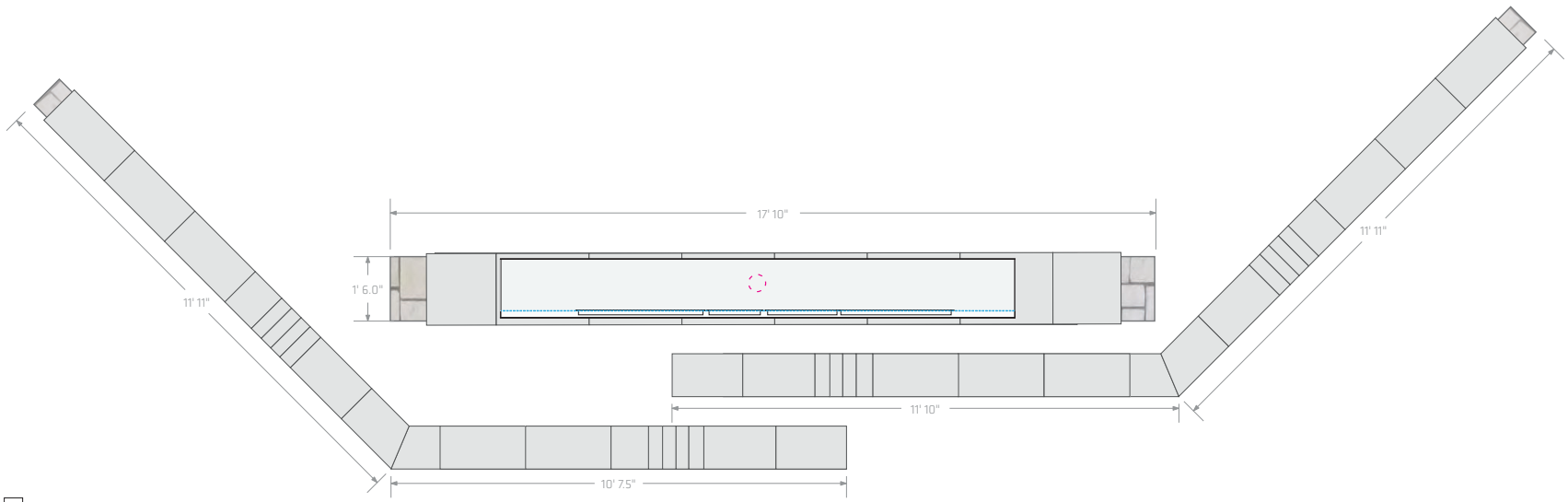
Chandler, AZ

Date: 03/25/21

MERA
CHANDLER

Sign Type 114 - Monument Sign - East Elevation
SCALE: 3/8" = 1'

Total Sign Area (text only): 47 Sq. Ft



Sign Type 114 - Monument Sign - East Elevation
SCALE: 3/8" = 1'

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Mera Chandler
Monument Signage

#11112	Sparrow Partners

Chandler, AZ

Date: 03/25/21

MERA
CHANDLER

Sign Type 114 - Monument Sign - LOW LIGHT VIEW
SCALE: 1/2" = 1'

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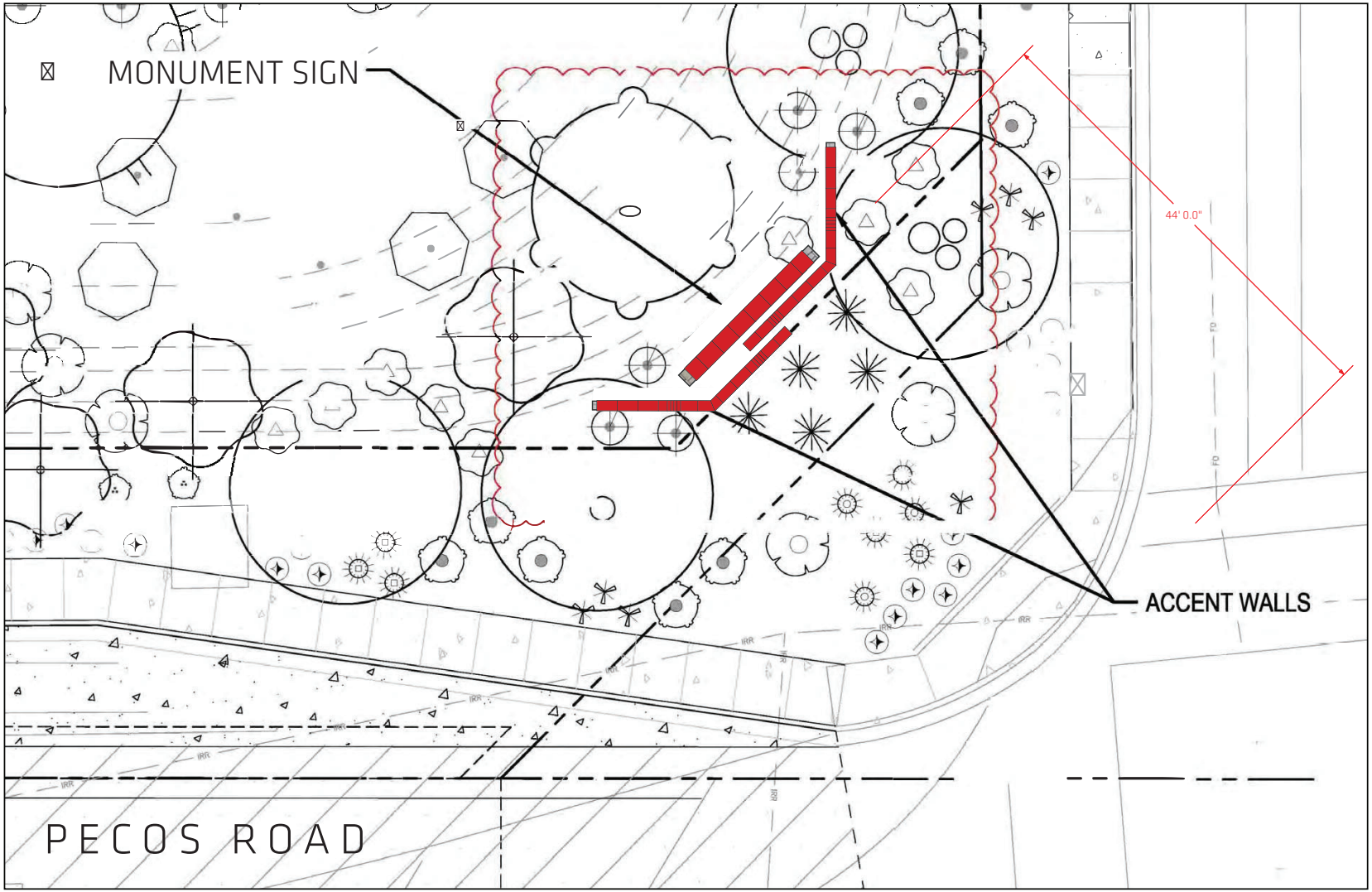
Mera Chandler
Monument Signage

#11112	Sparrow Partners

Chandler, AZ

Date: 03/25/21

MERA CHANDLER



Sign Type 114 - SITE VIEW
SCALE: 1" = 10 '

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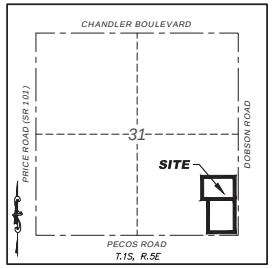
MERA CHANDLER

A PRELIMINARY PLAT OF

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

NOTES

1. 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.

2. THE IMPROVEMENTS SHOWN ON THE SET OF 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

3. VISIBILITY EASEMENT 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. 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.

4. 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.

BENCHMARK

CITY OF CHANDLER BENCHMARK NO. 37A
SECTION 32, T1S, R5E, BRASS CAP IN HAND HOLE AT THE INTERSECTION OF FAIRVIEW ST AND SOUTH ENTRY TO CHANDLER HOSPITAL; 830 EAST OF DOBSON RD, ONE-QUARTER MILE NORTH OF PECOS RD.
(NORTHING, 835011.942, EASTING, 713282.302)

ELEVATION = 1195.85 (CITY OF CHANDLER DATUM, NAVD 88)

AREA

LOT 1
NET = 330,298 SQUARE FEET OR 7.583 ACRES
GROSS = 413,943 SQUARE FEET OR 9.503 ACRES

PARCEL A
NET = 352,602 SQUARE FEET OR 8.095 ACRES
GROSS = 411,981 SQUARE FEET OR 9.458 ACRES

REFERENCE DOCUMENTS

DOCUMENT NO. 2013-0629914, MCR
DOCUMENT NO. 2020-0251217, MCR
BOOK 1327 OF MAPS, PAGE 22, MCR
BOOK 1055 OF MAPS, PAGE 43, MCR

RETENTION VOLUME REQUIRED

70,221 CF

ZONING

ZONE: AG-1 (CITY OF CHANDLER)
ZONING INFORMATION OBTAINED FROM MARICOPA COUNTY ASSESSORS WEBSITE.

*PER 2016 ALTA MINIMUM STANDARD DETAIL REQUIREMENTS: CURRENT ZONING CLASSIFICATION, BUILDING SETBACK REQUIREMENTS AND HEIGHT AND FLOOR SPACE AREA RESTRICTIONS ARE TO BE PROVIDED TO THE SURVEYOR BY THE INSURER. THE CLASSIFICATION, REQUIREMENTS AND RESTRICTIONS HAVE NOT BEEN PROVIDED AT THE TIME OF THIS SURVEY. THE ZONING CLASSIFICATIONS SHOWN ARE FOR REFERENCE.

FLOOD ZONE

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C2720 L, DATED OCTOBER 16, 2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X". AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

LEGAL DESCRIPTION

PARCEL 1:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARI ZONA;
EXCEPT THE SOUTH AND EAST 33 FEET FOR ROAD PURPOSES; AND
EXCEPT THAT PORTION CONVEYED TO THE CITY OF CHANDLER BY FINAL ORDER OF CONDEMNATION RECORDED JULY 7, 2004 IN RECORDING NO. 20040781686, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, SAID CORNER BEING MONUMENTED WITH A BRASS CAP IN HAND HOLE;
THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 33.01 FEET;
THENCE NORTH 00 DEGREES 22 MINUTES 06 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST PARALLEL WITH AND 33.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 89.00 FEET;
THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST, A DISTANCE OF 66.23FEET;
THENCE NORTH 00 DEGREES 22 MINUTES 06 SECONDS WEST PARALLEL WITH AND 75.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 31, A DISTANCE OF 300.01 FEET;
THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS EAST, A DISTANCE OF 10.00 FEET;
THENCE NORTH 00 DEGREES 22 MINUTES 06 SECONDS WEST PARALLEL WITH AND 65.00 FEET WEST OF SAID EAST LINE, A DISTANCE OF 878.93 FEET;
THENCE NORTH 45 DEGREES 14 MINUTES 03 SECONDS WEST, A DISTANCE OF 28.35 FEET;
THENCE NORTH 00 DEGREES 22 MINUTES 06 SECONDS WEST PARALLEL WITH AND 85.00 FEET WEST OF SAID EAST LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 47.00 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN RECORDING NO. 86-337174, RECORDS OF SAID COUNTY;
THENCE SOUTH 02 DEGREES 16 MINUTES 37 SECONDS EAST ALONG LAST SAID WEST LINE, A DISTANCE OF 150.13 FEET TO THE MOST SOUTHERLY CORNER OF SAID CERTAIN PARCEL;
THENCE SOUTH 00 DEGREES 22 MINUTES 06 SECONDS EAST PARALLEL WITH AND 33.00 FEET WEST OF SAID EAST LINE, A DISTANCE OF 1146.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, BEING MONUMENTED BY A CITY OF CHANDLER BRASS CAP IN HAND HOLE, WHICH THE SOUTHWEST CORNER SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, BEING MONUMENTED BY A CITY OF CHANDLER BRASS CAP IN HAND HOLE, BEARS SOUTH 89 DEGREES 35 MINUTES 15 SECONDS EAST, A DISTANCE OF 1327.63 FEET;
THENCE NORTH 00 DEGREES 00 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,329.00 FEET;
THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, ALONG THE MONUMENT LINE OF FAIRVIEW ST., A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 592.58 FEET TO THE EAST LINE OF THE MINOR LAND DIVISION FOR "ASANTE CHANDLER" RECORDED IN BOOK 1055 OF MAPS, PAGE 43, RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE DEPARTING SAID MONUMENT LINE, SOUTH 00 DEGREES 01 MINUTES 09 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 608.54 FEET TO THE NORTH LINE OF THE FINAL PLAT FOR "THE PARK AT COPPER CREEK" RECORDED IN BOOK, 1327 OF MAPS, PAGE 22, MARICOPA COUNTY RECORDS;
THENCE DEPARTING SAID EAST LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 103.00 FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 89 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 509.70 FEET TO A LINE WHICH IS PARALLEL WITH, AND 65.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, TO THE EAST LINE OF SAID SOUTHEAST QUARTER;
THENCE NORTH 00 DEGREES 00 MINUTES 25 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 538.03 FEET;
THENCE DEPARTING SAID PARALLEL LINE, NORTH 44 DEGREES 51 MINUTES 32 SECONDS WEST, A DISTANCE OF 28.35 FEET;
THENCE NORTH 00 DEGREES 00 MINUTES 25 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL A:

BEING A PORTION OF PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 2013-0629914 OF OFFICIAL RECORDS, MARICOPA COUNTY RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, BEING MONUMENTED BY A CITY OF CHANDLER BRASS CAP IN HAND HOLE, WHICH THE SOUTHWEST CORNER SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, BEING MONUMENTED BY A CITY OF CHANDLER BRASS CAP IN HAND HOLE, BEARS SOUTH 89°35'05" EAST, A DISTANCE OF 1327.63 FEET;
THENCE NORTH 00°00'25" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1,329.00 FEET;
THENCE DEPARTING SAID EAST LINE, NORTH 89°42'42" WEST, ALONG THE MONUMENT LINE OF FAIRVIEW ST., A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89°42'42" WEST, ALONG SAID LINE, A DISTANCE OF 592.58 FEET TO THE EAST LINE OF THE MINOR LAND DIVISION FOR "ASANTE CHANDLER" RECORDED IN BOOK 1055, PAGE 43, MARICOPA COUNTY RECORDS;
THENCE DEPARTING SAID MONUMENT LINE, SOUTH 00°01'09" WEST, ALONG SAID EAST LINE, A DISTANCE OF 608.54 FEET TO THE NORTH LINE OF THE FINAL PLAT FOR "THE PARK AT COPPER CREEK" RECORDED IN BOOK, 1327, PAGE 22, MARICOPA COUNTY RECORDS;
THENCE DEPARTING SAID EAST LINE, NORTH 90°00'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 103.00 FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 89°42'42" EAST, A DISTANCE OF 509.70 FEET TO A LINE WHICH IS PARALLEL WITH, AND 65.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, TO THE EAST LINE OF SAID SOUTHEAST QUARTER;
THENCE NORTH 00°00'25" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 538.03 FEET;
THENCE DEPARTING SAID PARALLEL LINE, NORTH 44°05'32" WEST, A DISTANCE OF 28.35 FEET;
THENCE NORTH 00°00'25" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

DEVELOPER

SPARROW PARTNERS
LUKE BOURLON
2500 BEE CAVE RD., SUITE 380
AUSTIN, TEXAS 78746
PHONE: (512)982-6927
LUKE.BOURLON@SPARROW-PARTNERS.COM

ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
STERLING MARGETTS, P.E.
1001 W. SOUTHERN AVE, STE 131
MESA, ARIZONA 85210
PHONE: 480-207-2680
STERLING.MARGETTS@KIMLEY-HORN.COM

LAND SURVEYOR

SURVEY INNOVATION GROUP, INC.
JASON SEGNERI, RLS
22425 N. 16TH STREET, SUITE 1
PHOENIX, ARIZONA 85024
OFFICE 480-922-0780
JASONS@SIGSURVEYAZ.COM

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNHSIP 1 SOUTH, RANGE 5 EAST. SAID LINE BEARS NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST.

SHEET INDEX

SHEET 1 PRELIMINARY PLAT COVER SHEET
SHEET 2 PRELIMINARY PLAT
SHEET 3 PRELIMINARY PLAT
SHEET 4 OVERALL SITE PLAN
SHEET 5 SITE PLAN
SHEET 6 GRADING PLAN
SHEET 7 GRADING PLAN
SHEET 8 STORM DRAIN PLAN
SHEET 9 STORM DRAIN PLAN
SHEET 10 UTILITY PLAN
SHEET 11 UTILITY PLAN
SHEET 12 CROSS SECTIONS

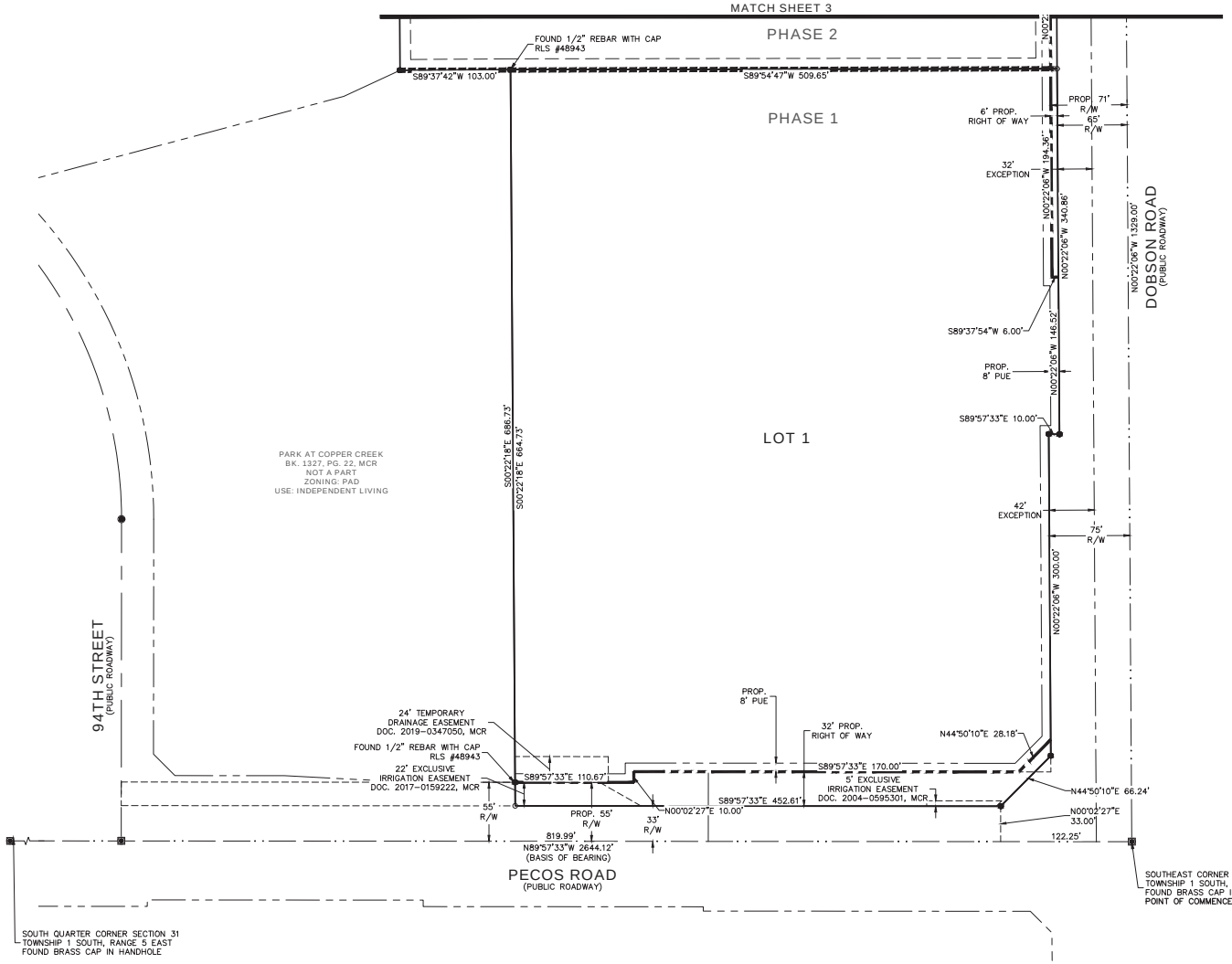
C.O.C. LOG NO. PLT21-0014

SIG
SURVEY INNOVATION GROUP, INC
Land Surveying Services
22425 N. 16th ST., SUITE 1
PHOENIX, ARIZONA 85024
PHONE (480) 922-0780
FAX (480) 922-0781
WWW.SIGSURVEYAZ.COM

PRELIMINARY PLAT
MERA CHANDLER
CHANDLER, ARIZONA

REVISIONS:
1
2
3

DRAWING NAME: P5685 PREPLAT
JOB NO. P5685
DRAWN: RMH
CHECKED: JPH
DATE: 4/13/2021
SCALE: N.T.S.
SHEET: 1 OF 12



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SCALE FEET

LEGEND

- FOUND 1/2" REBAR RLS #42937 UNLESS NOTED
- SET 1/2" REBAR RLS #60697
- FOUND ALUMINUM CAP FLUSH
- FOUND BRASS CAP FLUSH
- FOUND BRASS CAP IN HANDHOLE
- BARREL CACTUS
- WATER CHECK VALVE
- ELECTRIC JUNCTION BOX
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- ELECTRIC MANHOLE
- FIRE HYDRANT
- STORM DRAIN MANHOLE
- SEWER MANHOLE
- TELEPHONE MANHOLE
- WATER METER
- WATER MANHOLE
- WATER VALVE
- RECLAIMED WATER VALVE
- FIRE DEPARTMENT CONNECTION
- FLOOD LIGHT
- GAS VALVE
- IRRIGATION MANHOLE
- LIGHT POLE
- LIGHT POLE W/MAST
- PALM TREE
- SIGN
- TREE
- TELEPHONE RISER
- TRAFFIC SIGNAL W/MAST
- TRAFFIC SIGNAL JUNCTION BOX
- UTILITY POLE

M.C.R.	MARICOPA COUNTY RECORDS
BK./PG.	BOOK & PAGE
DOC.	DOCUMENT NUMBER
DKT.	DOCKET NUMBER
APN	ASSESSOR PARCEL NUMBER
R/W	RIGHT OF WAY

- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- ADJACENT BOUNDARY LINE
- CHAIN LINK FENCE
- IRRIGATION LINE
- WATER LINE
- RECLAIMED WATER LINE
- SEWER LINE
- GAS LINE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- STORM DRAIN LINE

C.O.C. LOG NO. PLT21-0014

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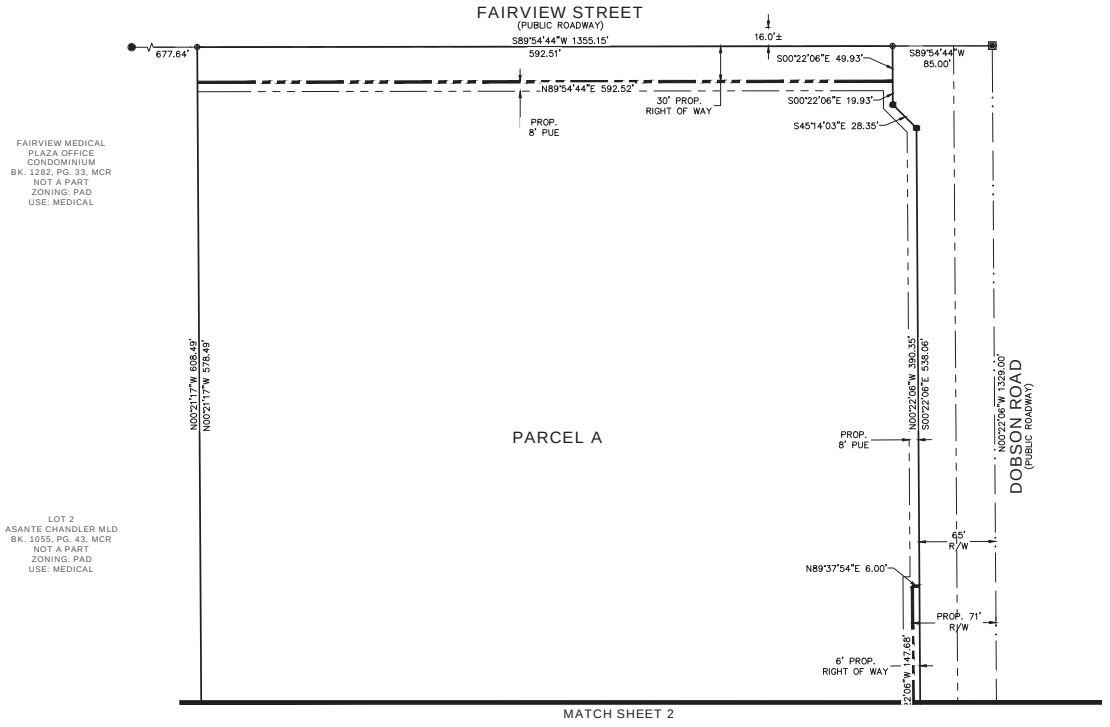
PRELIMINARY PLAT
MERA CHANDLER
CHANDLER, ARIZONA

REGISTERED LAND SURVEYOR
60937
JARED
HANEMANN
4-15-21
ARIZONA U.S.A.

REVISIONS:
1
2
3

DRAWING NAME: P5685 PREPLAT
JOB NO. P5685
DRAWN: RMH
CHECKED: JPH
DATE: 4/13/2021
SCALE: 1"=50'
SHEET: 2 OF 12



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C.O.C. LOG NO. PLT21-0014

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PRELIMINARY PLAT
MERA CHANDLER
CHANDLER, ARIZONA

REGISTERED LAND SURVEYOR
60697
JARED HANSMANN
4-15-21
ARIZONA U.S.A.

REVISIONS:
1
2
3

DRAWING NAME: P5685 PREPLAT
JOB NO. P5685
DRAWN: RMH
CHECKED: JPH
DATE: 4/13/2021
SCALE: 1"=50'
SHEET: 3 OF 12

ITEM 12

City Council Memorandum **Development Services Memo No.** 21-022

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Benjamin Cereceres, City Planner
Subject: PLH20-0071 Chandler Connection
Request: Preliminary Development Plan (PDP) for site layout and building architecture for one flex industrial building with office

Location: East of the southeast corner of Germann and Cooper roads
Applicant: Toby Rogers; Butler Design Group

Proposed Motion:

Move City Council approve Preliminary Development Plan PLH20-0071 Chandler Connection, located east of the southeast corner of Germann and Cooper roads, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Approximately 19.1 acres
- Subject site zoned Planned Area Development (PAD) for office, light industrial, hangar and showroom; approved in 2009
- Subject site is part of the 134-acre Chandler Airport Center Master Plan (CAC)

Surrounding Land Use Data:

North	Across Germann Road: Existing buildings zoned (PAD) for industrial uses	South	Chandler Municipal Airport Runway
East	Existing building zoned (PAD) for light industrial	West	Existing building zoned (PAD) for office, light industrial, hangar and showroom

Proposed Development:

Building Square Footage	201,221 Square-feet
Building Height	Maximum 45 feet; Provided 45 feet
Parking Spaces Required	156 spaces
Parking Spaces Provided	317 spaces; allowing for approximately 25,260 square-feet of office

Review and Recommendation:

Planning staff has reviewed the request finding consistency with the General Plan and Planned Area Development (PAD) zoning. The proposed flex industrial building allows for a mix of uses including light manufacturing and warehouse storage with supporting office component. Generally, ancillary uses such as office are limited to occupy ten percent of a building within industrial development unless noted; in this case, the proposal requests up to 25,260 square-feet of office (12.6%) accordingly to comply with available parking. Proposed uses and development will be subject to compliance with Chandler Airport Center PAD zoning (ordinance nos. 3673 and 4184).

The proposed industrial shell building will be approximately 201,221 square-feet. The building will be constructed of tilt-up concrete and painted in a rich, desert-based palette of warm and cool greys combined with warm-tone neutrals. The steel entry canopies create signature entries for tenants and will be accented with a dark copper-colored finish. They will also provide shade, shadow and visual interest, which will assist in breaking up the building façade.

The proposed development was routed out for review to the Airport Planning Administrator, and no concerns were raised regarding the proposed development or the building height. In addition, the applicant obtained a "Determination of no hazard to air navigation" from the Federal Aviation Administration which was provided to staff and the Airport Planning Administrator.

Staff finds the proposal to be consistent with the goals of the General Plan, CAAP, and CAC. Planning and Zoning Commission 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 was sent in lieu of a neighborhood meeting due to lack of adjacent residential properties.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting April 21, 2021
Motion to Approve

In Favor: 6 Opposed: 0

The Planning and Zoning Commission added a stipulation requiring the addition of date palms to enhance the development.

Recommended Conditions of Approval

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 Connection” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0071, 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.

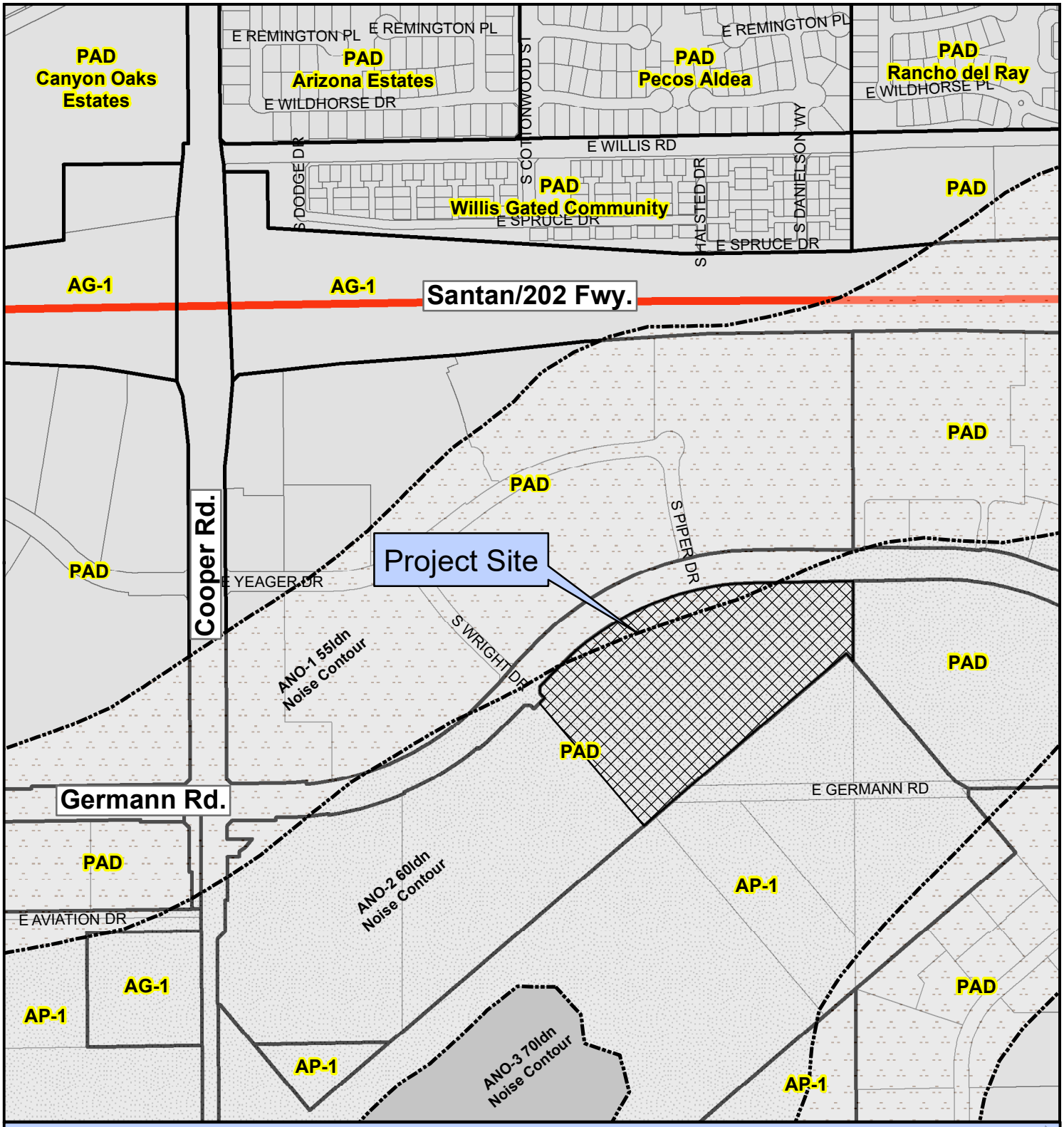
4. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.
5. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
6. Preliminary Development 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.
7. The applicant shall add additional date palms adjacent to the building at key architectural points with details to be worked out with staff.

Attachments

Vicinty Maps

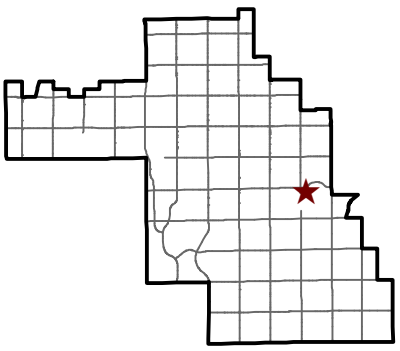
Chandler Airport Center (CAC) Master Plan (approved in 2009)

Development Booklet, Attachment A



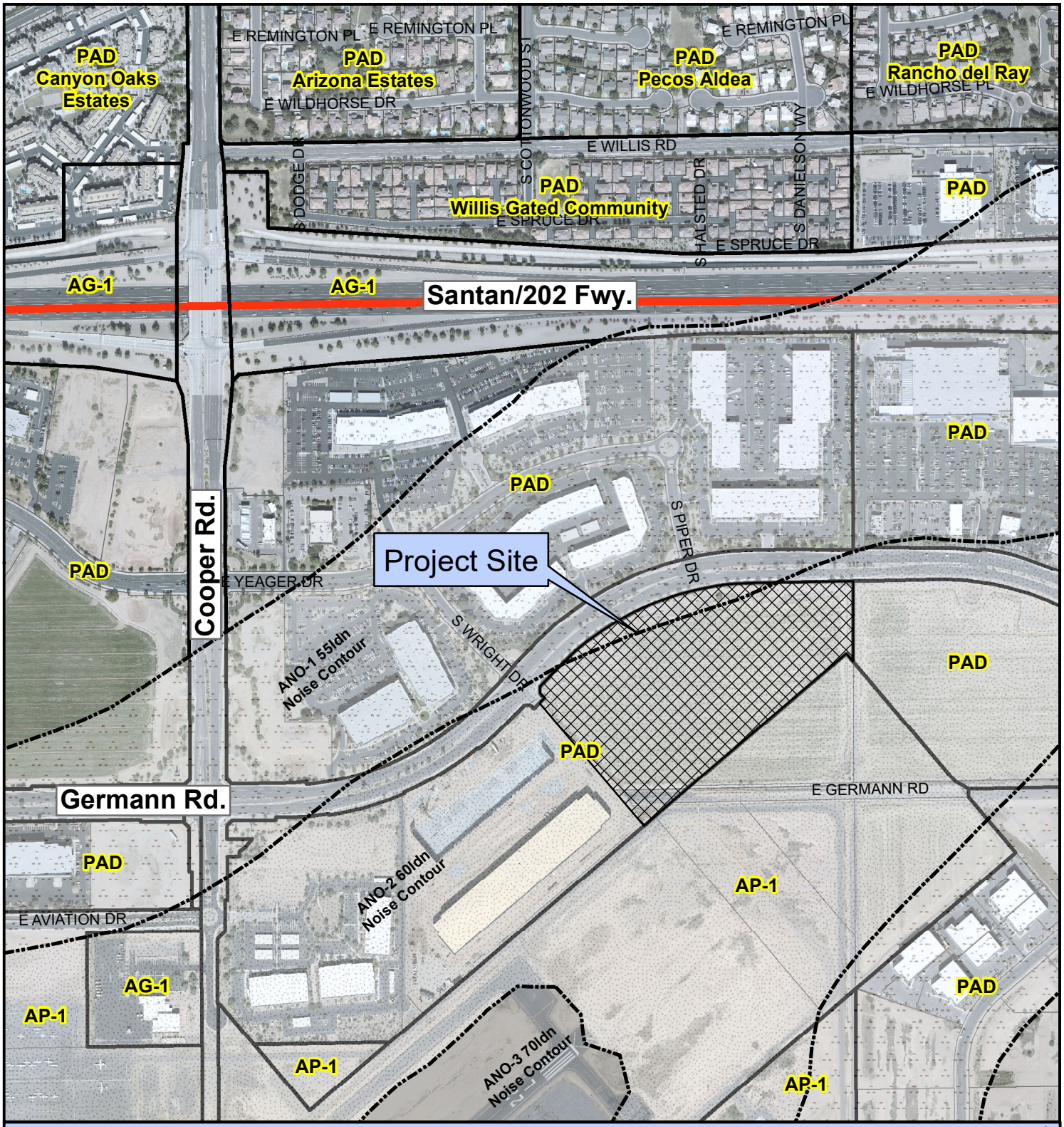
PLH20-0071 Chandler Connection

Proposed Project Details
PDP
19.1 acres
Industrial (Future)



Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH20-0071 Chandler Connection

Proposed Project Details
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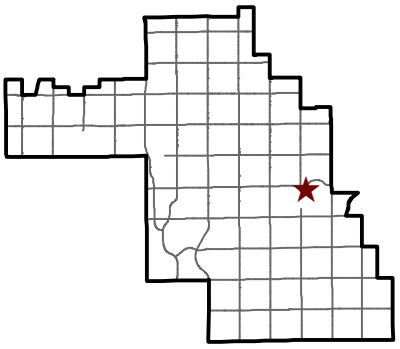

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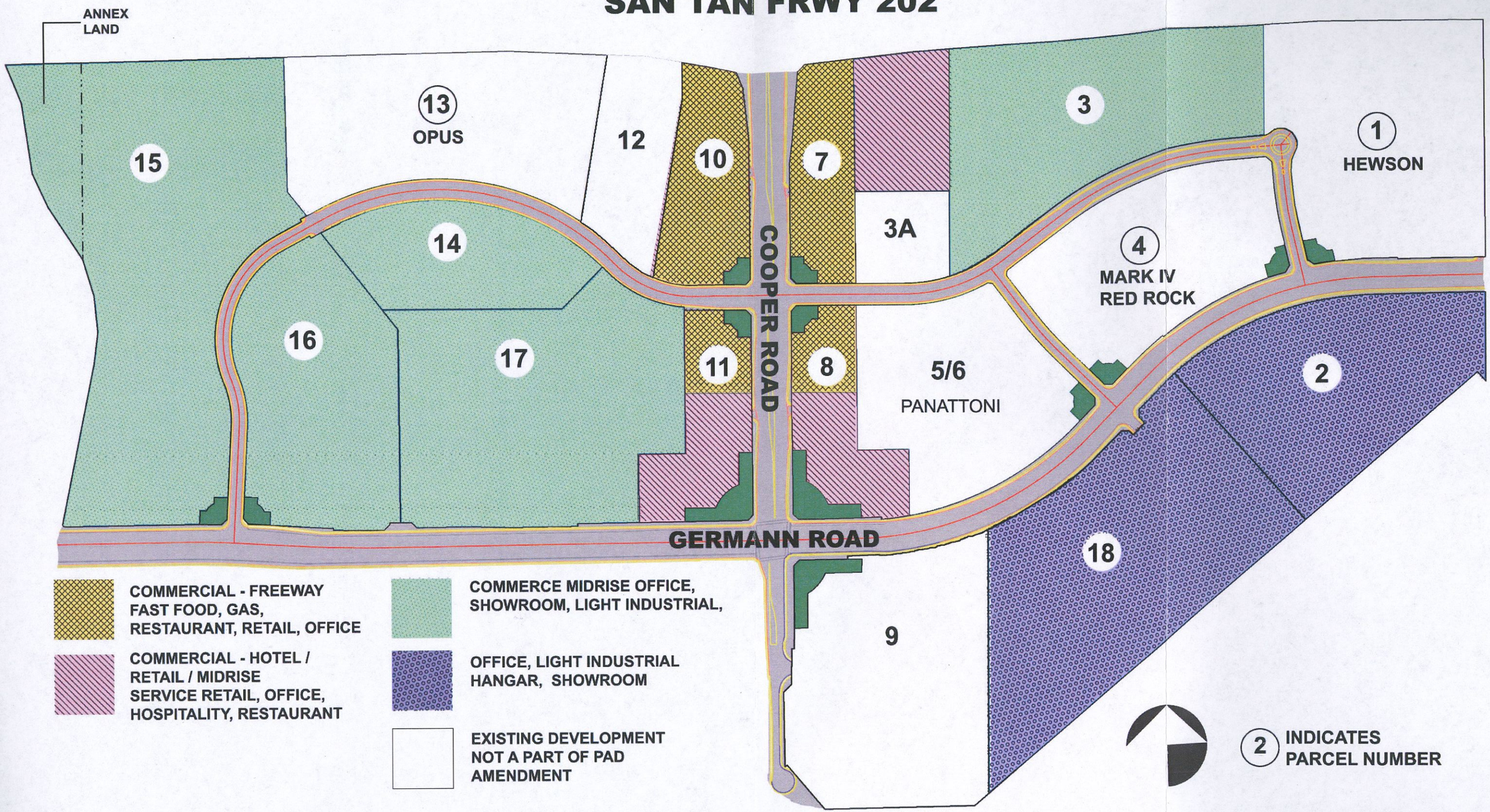


BALMER architectural group

CHANDLER AIRPORT CENTER
MASTER PLAN GENERAL USES

6-26-09

Chandler Airport Center

Project Narrative

Chandler Connection

Preliminary Development Plan

for a Planned Industrial/Employment Development

Location
Southeast Corner of Germann and Cooper Roads
Chandler, Arizona

Pre-tech # PRE20-0101

Butler Design Group 5017 East Washington Street, Suite 107 Phoenix, Arizona 852034

Description of Proposal
The owner of the Property, Chandler Airport Center CAC Inc., proposes to sell the parcel to Armie Management, LLC, DBA Comunale Properties (Developer) to allow entitlement and development of the property for industrial warehouse use.

The developer proposes construction of one, single-story industrial shell building of approximately 201,000 SF. The anticipated uses include light manufacturing and warehouse storage with supporting office components. Minimum clear height in the building will be 32', yielding top of wall heights in the 45' – 48' range, including required parapet roof top screening. Until the actual tenants have been preliminarily identified, the number of employees and hours of operation will be subject to review and approval under separate tenant improvement permits.

Property Location and Access
The subject property is approximately 16.9 acres parcel located within Phase 2 of the Chandler Airport Center Masterplan, southeast of the intersection of Cooper Road and Germann Road in Chandler, Arizona. The Property parcel number is APN 303-31-226B. The property is currently used for agricultural cultivation of field crops.

Property access is from Germann Road west to Cooper Road or east to Gilbert Road, both which extend north to full-diamond interchanges at the Loop 202 freeway. A Traffic Impact Analysis has been prepared by Southwest Traffic Engineering and is included with this submittal. As part of the project development, an east-bound deceleration lane and a west-bound left turn median pocket will be added on Germann at the middle auto entry.

Relationship of Property to Surrounding Area
The parcels to the north and west are zoned PAD and primarily office and industrial uses. The east parcel is AG-1 zoning and used for agricultural cultivation of field crops. The south property boundary is adjacent to the Chandler Airport airfield runway.

Vehicular Circulation
Parking shall be in conformance with City requirements. All auto parking will be located to the north and east of the building, following the arc of Germann Road, with a primary full-movement entry at the center South Piper Drive alignment. The proposed truck court is located on the south side of the building, adjacent to the airport runway, and is screened from Germann Road by the building itself and an eight-foot-high decorative masonry screen wall. Access for trucks will occur at the northwest corner, via an existing full-movement common private drive shared with the development to the west, and at a right in / right out only, 40' curb cut access at the northeast corner of the site, providing dedicated 36' wide truck drives and limited interaction with auto traffic.

Pedestrian Circulation
Though the tenant mix and configurations are unknown at this time, the building is set up to accommodate a flexible number of users of varying sizes and needs. 6 tenant entries will be provided in the shell construction with direct access to adjacent parking fields. Sidewalks

provide connections between tenant entries and to the public walk along Germann Road. Pedestrian seating nodes, consisting of tables and benches, are located near each entry to provide tree-shaded, outdoor work and break areas for tenants.

Architectural Character

The architectural character is contemporary industrial with subtle visual references to the adjacent airport that serves as a major economic enhancement to the airpark master development. This project will be constructed of tilt-up concrete and painted in a rich, desert-based color palette of warm and cool greys combined with warm-tone neutrals. The steel entry canopies create signature entries for tenants and will be accented with a dark copper-colored finish. They will also provide shade, shadow and visual interest which further break down the building facades.

The function of the industrial building type demands a simple mass suitable for efficient interior racking for storage of tenant goods. However, along the Germann street side visible to the public, the building is stepped in several places to coincide with the curvature of the road. This articulation of the form provides for variation that will provide visual interest to the front of the project. A few of the architectural design elements proposed for this building include:

- varied parapet heights
- thoughtful and varied building color, pattern and textural cadence
- shade and shadow through creative use of materials and forms
- building accent lighting
- vertical and horizontal architectural movement along the visible facades
- clearly defined entrances with generous recessed glass lines
- projecting canopies with accent lighting
- enhanced landscaping
- creative paving, planters and pedestrian nodes at building entries
- prominent, thoughtful tenant and project signage opportunities

Building Height

The PAD zoning allows for building heights up to 60 feet. This project proposes a maximum building height of 48 feet. FAA Form 7460-1 was filed in early September of this year and a "Determination of No Hazard to Air Navigation" was issued by the FAA on November 6, 2020 (see attached).

Site Grading and Drainage

The subject site is generally level, with a gentle slope from northeast to southwest. The site plan includes appropriate surface retention basins to accommodate the on-site retention demands. In accordance with County requirements, onsite retention for the 100-year, 2-hour design storm event will be provided. Primary basins will be located along the south edge of the property with secondary basins located along the eastern and western boundaries. Storm water will primarily surface flow to the basins over pavement with some underground piping and catch basins provided as required. Half street flows from Germann, currently contained in temporary basins along the street, will be collected and distributed to onsite basins. An existing open SRP irrigation channel exists in the southwest corner of the parcel and will remain.

Landscape Design
The landscape palette has been selected with consideration given to low water use, visual enhancement and screening, air quality, shading and long-term maintenance. The list of plants proposed for this project have been selected from the most current version of the Arizona Department of Water Resources Low Water Use/Drought Tolerant Plants List. The existing street trees and turf along Germann will remain and be supplemented with additional trees, shrubs and ground covers in the 30' landscape setback. Generous landscape areas exist adjacent to the north building face as a result of the arced parking configuration, providing opportunities for outdoor amenity areas, shade and accent color to further complement the building design. The southeast and southwest corners of the project visible from Germann have been well-landscaped. The retention basin between the dock area's 8' masonry wall at the airport's chain link fence is not visible from the public right of way and will only contain decomposed granite in order to limit potential landscape or collected debris from interfering with airport operations, further conserving water by not irrigating unseen plant materials.

Signage
Site and building signage have been generally shown in context with the proposed design. A full sign plan will be submitted as required for design approvals and permitting.

Public Utilities
The following are the service providers for the Property with infrastructure in place along Germann to serve the project:

- Water and Wastewater: City of Chandler
- Refuse Collection: private contract
- Fire Department: City of Chandler
- Power: SRP

Project Start Date
The development schedule for the project anticipates the start of construction in mid-2021 as soon as entitlements and permits can be secured.

Chandler Connection

Germann Road and Cooper Road
Chandler, Arizona

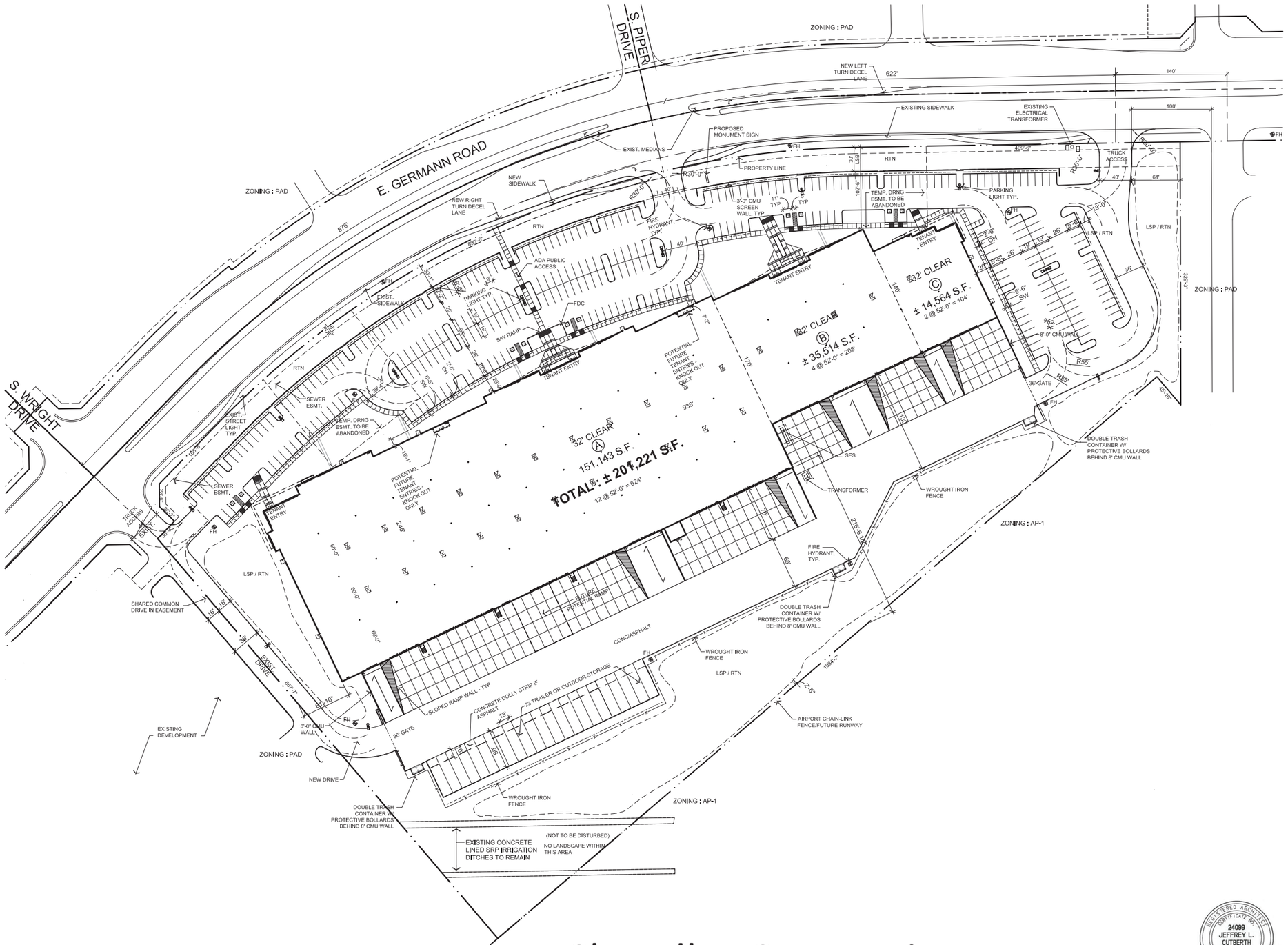
REGISTERED ARCHITECT
CERTIFICATE NO.
24099
JEFFREY L.
CUTBERTH
12-14-2020
ARIZONA, U.S.A.

2020-12-14
20065-ST05

RD-1
BUILDING RENDERING

Comunale Properties
Investment • Management • Development

Butler Design Group, Inc
architects & planners



SCALE: 1" = 60'

PROJECT DATA

Zoning:	PAD
APN#:	303-31-226B
Gross SIte Area:	832,882 S.F. (19.1 AC.)
Net SIte Area:	737,103 S.F. (16.9 AC.)
Building Area: Coverage:	201,221 S.F. 27.3%
Building A Parking Required :	
Office 25,260 S.F.: 1 : 250 S.F.	102 Spaces
Warehouse 175,961 S.F.: 1 : 500 S.F. First 10,000 1 : 5000 S.F. Remaining	54 Spaces
Total Parking Required:	156 Spaces
Total Parking Provided:	317 Spaces
ADA Parking Required:	8 Spaces
ADA Parking Provided:	10 Spaces
Parking Ratio:	1.60 / 1,000 S.F.
Proposed Building Wall Height:	45 Ft Max.

PROJECT TEAM

Developer / Owner
Comunale Properties
1855 S. Pearl Street, Ste 20
Denver, Colorado 80210
Contact: Josh Heiney
Ph: (720) 414-5210
heiney@comunalepropertles.com

Architect
Butler Design Group
5017 E. Washington St. Ste 107
Phoenix, Arizona 85034
Contact: Toby Rodgers
Ph: (602) 957-1800 ext. 220
trogers@butlerdesigngroup.com

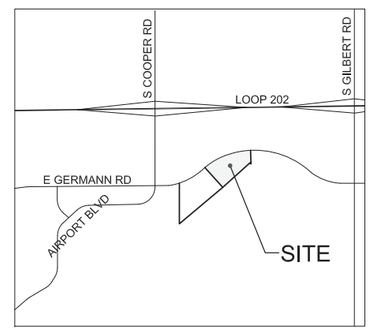
Landscape Architect
Laskin and Associates Inc.
67 E Weldon Avenue, Ste 230
Phoenix, Arizona 85012
Contact: Daneil Dodson
Ph: (602) 840-7771
daniel@laskindesign.com

Civil Engineer
Hunter Engineering
10450 N 74th Street, Suite 200
Scottsdale, AZ 85258
Contact: Larry Talbott
Ph: (480)991-3985
ltalbott@hunterengineeringpc.com

PROJECT NARRATIVE

Chandler Connection is a single building, single-story industrial shell building located at the southwest corner of Germann RD and Cooper RD in Chandler, AZ. The anticipated uses include light manufacturing and warehouse storage with supporting office components. The contemporary industrial project will be constructed of tilt-up concrete painted in a rich desert-based color palette of warm and cool greys with warm-tone netrals.

VICINITY MAP



REGISTERED ARCHITECT
CERTIFICATE NO.
24099
JEFFREY L. CUTBERTH
03.15.2021
Arizona, U.S.A.

2021-03-15
20065-ST07

Chandler Connection

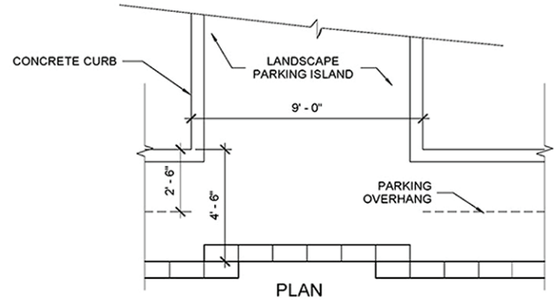
Germann Road and Cooper Road
Chandler, Arizona

Comunale Properties
Investment • Management • Development

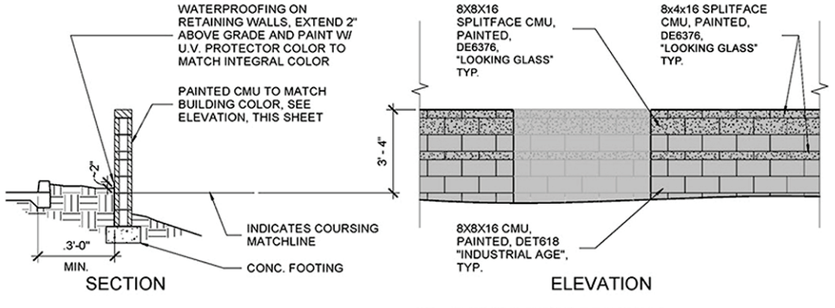
SP-1
SITE PLAN

Butler Design Group, Inc
architects & planners

1. +0'-0" IS DETERMINED BY ADJACENT PARKING GRADE. MAINTAIN SCREEN WALL @ 3'-0" ABOVE ADJACENT GRADE.

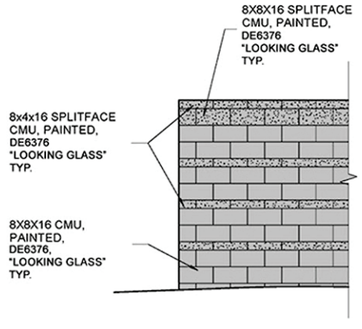


PLAN

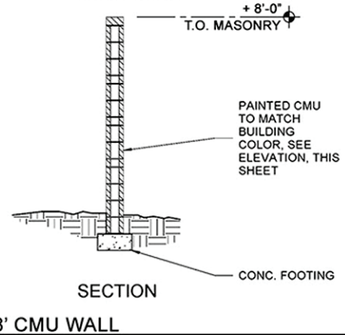


SECTION ELEVATION

1 PARKING SCREEN WALL

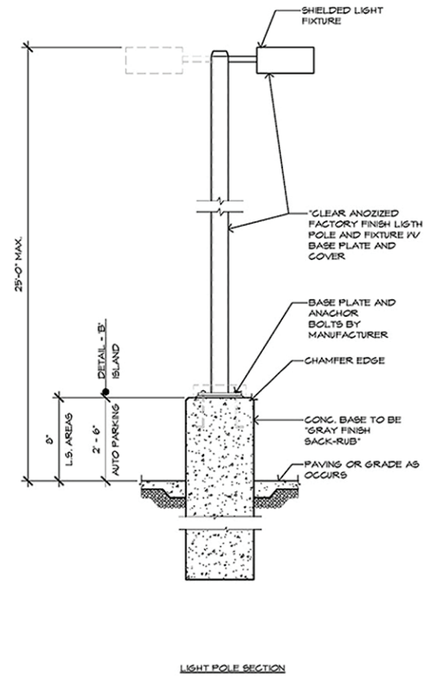


ELEVATION



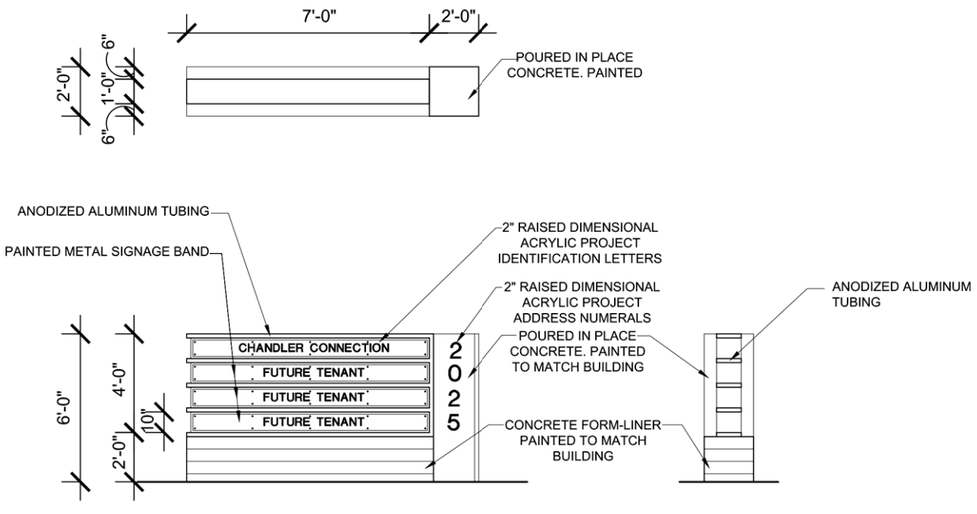
SECTION

2 8' CMU WALL

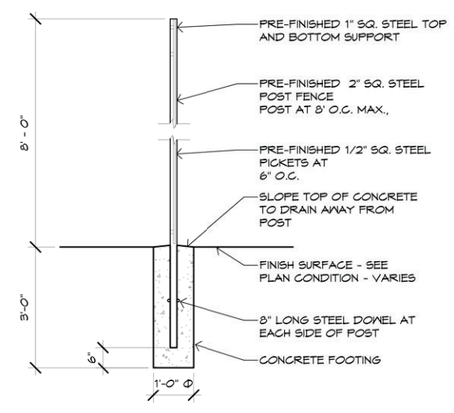


LIGHT POLE SECTION

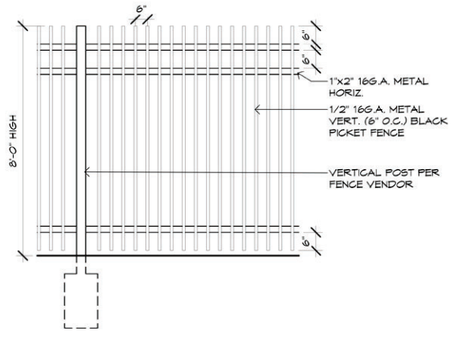
3 LIGHT POLE



4 MONUMENT SIGN



5 FENCE POST (PICKET)



6 PERIMETER STEEL PICKET FENCE

2021-04-06
20065-ST06

REGISTERED ARCHITECT
CERTIFICATE NO.
24099
JEFFREY L. CUTBERTH
02.11.2021
Signed
ARIZONA, U.S.A.

Chandler Connection

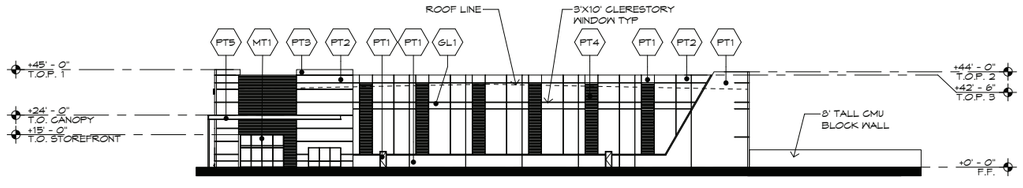
Germann Road and Cooper Road
Chandler, Arizona

SPD-1
SITE PLAN DETAILS

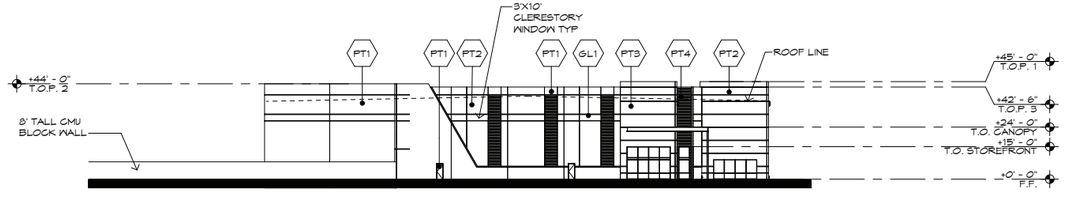
Comunale Properties
Investment • Management • Development

Butler Design Group, Inc
architects & planners

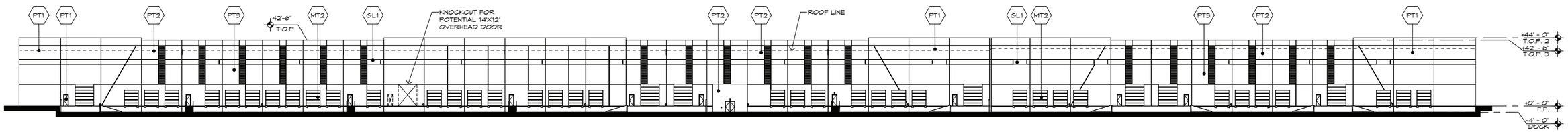
1 NORTH ELEVATION
SCALE: 1" = 30'-0"



3 WEST ELEVATION
SCALE: 1/32" = 1'-0"



2 EAST ELEVATION
SCALE: 1/32" = 1'-0"



4 SOUTH ELEVATION
SCALE: 1" = 30'-0"

COLOR/ MATERIAL SCHEDULE		
MARK	DESCRIPTION	FINISH/COLOR
GL1	1" INSULATED GLASS	GREY BLUE TINT
MT1	ALUMINUM STOREFRONT SYSTEM	CLEAR ANODIZED
MT2	LOADING DOCK BAY DOOR	FACTORY FINISH WHITE
PT1	PAINTED CONCRETE	DE6373 - PURPOISE
PT2	PAINTED CONCRETE	DE6228 - PLAY ON GRAY
PT3	PAINTED CONCRETE	DE6376 - LOOKING GLASS
PT4	PAINTED CONCRETE	DE6371 - BOAT ANCHOR
PT5	PAINTED STEEL	DEA163 - RODEO

Comunale Properties
Investment • Management • Development

Chandler Connection

Germann Road and Cooper Road

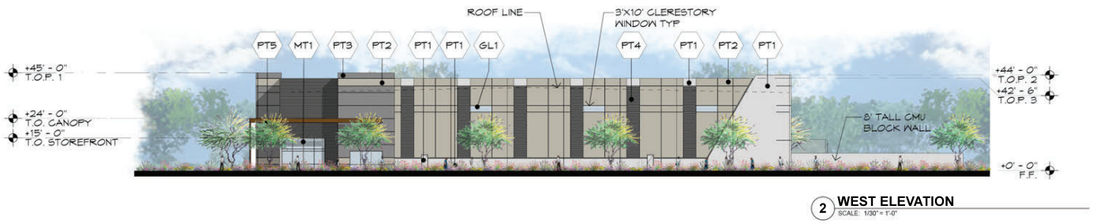
20065

JEFFREY L. CUTBERTH 02/09/21

Butler Design Group, Inc
architects & planners

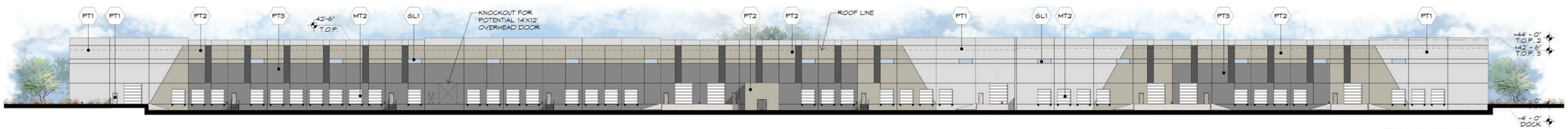
EL-1

1 **NORTH ELEVATION**
SCALE: 1/30" = 1'-0"



2 **WEST ELEVATION**
SCALE: 1/30" = 1'-0"

3 **EAST ELEVATION**
SCALE: 1/30" = 1'-0"



4 **SOUTH ELEVATION**
SCALE: 1/30" = 1'-0"

COLOR/ MATERIAL SCHEDULE

MARK	DESCRIPTION	FINISH/COLOR
GL1	1" INSULATED GLASS	GREY BLUE TINT
MT1	ALUMINUM STOREFRONT SYSTEM	CLEAR ANODIZED
MT2	LOADING DOCK BAY DOOR	FACTORY FINISH WHITE
PT1	PAINTED CONCRETE	DE6373 - PURPOISE
PT2	PAINTED CONCRETE	DE6228 - PLAY ON GRAY
PT3	PAINTED CONCRETE	DE6376 - LOOKING GLASS
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PT5	PAINTED STEEL	DEA163 - RODEO

Chandler Connection

Germann Road and Cooper Road
Chandler, Arizona

REGISTERED ARCHITECT
CERTIFICATE NO.
24099
JEFFREY L. CUTBERTH
Arizona, U.S.A.

03/16/2021
20065-ST07

EL-2
BUILDING ELEVATIONS

Comunale Properties
Investment • Management • Development

Butler Design Group, Inc
architects & planners

ENLARGED ELEVATION AT NORTH MAIN ENTRY
SCALE: 1/16" = 1'-0"

ENLARGED PLAN AT NORTH MAIN ENTRY
SCALE: 1/16" = 1'-0"

Chandler Connection

Germann Road and Cooper Road
Chandler, Arizona

REGISTERED ARCHITECT
CERTIFICATE NO.
24099
JEFFREY L. CUTBERT
02.11.2021
SIGNATURE
ARIZONA, U.S.A.

2021-02-11
20065-ST06

EL-3
ENLARGED ELEVATION

Comunale Properties
Investment • Management • Development

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PAINT COLOR PALETTE
by Dunn Edwards

Porpoise
DE6373

Play on Gray
DE6228

Looking Glass
DE6376

Boat Anchor
DE6377

Rodeo
DEA163

INSULATED GLAZING
by VITRO GLAZINGS

PPG SOLAR BAN 70XL
SOLARBLUE LOW-E #2

STOREFRONT SYSTEM
by MANUFACTURER

CLEAR ANNODIZED

1 NORTH ELEVATION

COLOR AND MATERIAL PALETTE

11 FEBRUARY 2021
20065

2021-02-11
20065-ST06

Chandler Connection

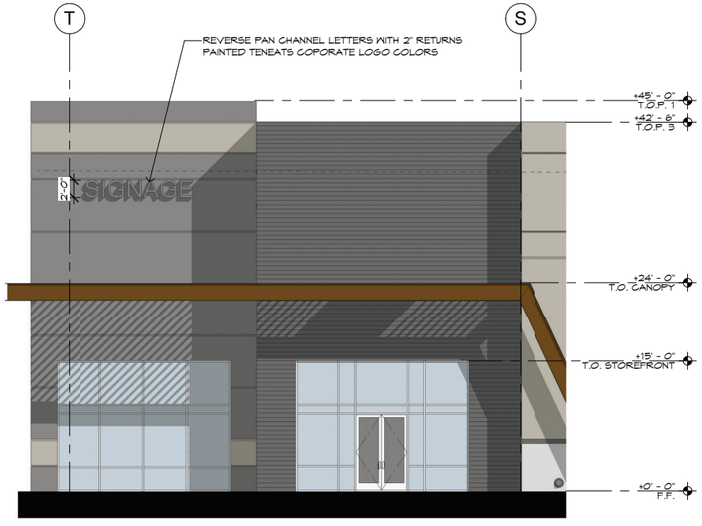
Germann Road and Cooper Road
Chandler, Arizona

REGISTERED ARCHITECT
CERTIFICATE NO.
24099
JEFFREY L. CUTBERTH
02.11.2021
Signed
ARIZONA U.S.A.

MB-1
MATERIAL BOARD

Comunale Properties
Investment • Management • Development

Butler Design Group, Inc
architects & planners



1 **BUILDING SIGNAGE**
SCALE: 1/8" = 1'-0"

2 **BUILDING SIGNAGE**
SCALE: 1/8" = 1'-0"

Comunale Properties
Investment • Management • Development

Chandler Connection

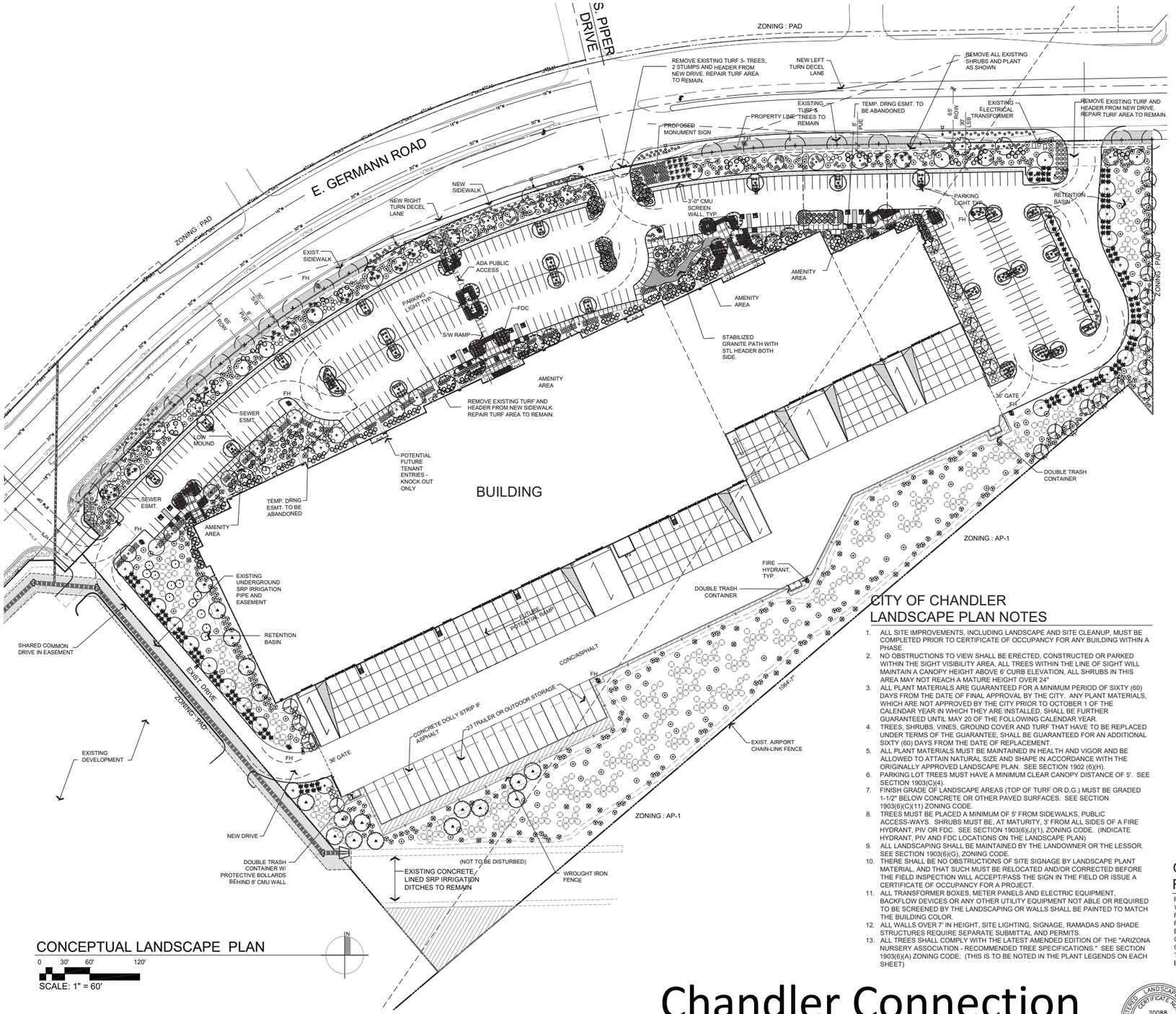
Germann Road and Cooper Road

JEFFREY L. CUTBERTH 02/09/21

20065

Butler Design Group, Inc
architects & planners

BS-1



CONCEPTUAL LANDSCAPE PLAN

0 30' 60' 120'

SCALE: 1" = 60'

IRRIGATION SYSTEM IS POTABLE WATER

LANDSCAPE LEGEND

ALL TREES TO EXCEED ARIZONA NURSERY ASSOCIATION Specifications for minimum recommended size.

U.O.N indicates unless otherwise noted

TREES	Box / Height Width / Caliper	QTY
Prosopis alba 'Cooperii' Cooper's Mesquite	24" box 6.0 / 6.0 / 1.50 Standard	45
Ulmus parvifolia 'Drake' Evergreen Elm 'Drake'	36" box 10.0 / 6.0 / 2.25	7
Ulmus parvifolia 'Drake' Evergreen Elm 'Drake'	24" box 8.0 / 4.0 / 1.50 Standard	31
Parkinsonia hybrid Desert Museum Palo Verde	24" box 7.0 / 4.0 / 1.50 Multi Trunk	58
Quercus virginiana Heritage Live Oak	24" Box 8.0 / 4.0 / 1.25 Standard	26
Pistacia chinensis "Red Push" Red Push Pistache	36" box u.o.n 10.0 / 5.0 / 2.00 Standard	28
Caesalpinia 'Cacalaco' cascalote Thornless Mexican Bushbird	24" box 7.0 / 4.0 / 1.25 Multi Trunk	33
Existing Fraxinus Uhdei Evergreen Ash (If damaged during construction Replace with a 48" Box)	Equivalent to 48" box	
Existing Fraxinus Uhdei Evergreen Ash (To be Removed During Construction)		

SHRUBS	SIZE	QTY
Tecoma stans Orange Jubilee	5 Gallon	210
Caesalpinia Mexicana Mexican Bird of Paradise	5 Gallon	124
Romarinus officinalis Rosemary Tuscan Blue	5 Gallon	89
Leucophyllum langmaniae Rio Bravo Sage	5 Gallon	200
Nerium oleander " Petite Pink" Petite Pink Oleander	5 Gallon	30
Bouteloua gracilis Blonde Ambition	5 Gallon	54
Bougainvillea Torch Glow Torch Glow	5 Gallon	95
Olea europaea 'Fruitless' Little Ollie 'Dwarf'	5 Gallon	198
Nolina microcarpa Bear Grass	5 Gallon	417
Eremophila hygrophana Blue Bell Emu	5 Gallon	286
Dasylirion wheeleri Desert Spoon	5 Gallon	156
Muhlenbergia Rigens Regal Mist	5 Gallon	339
Caesalpinia gilliesii Yellow Bird of Paradise	5 Gallon	102
Carrisa macrocarpa "Tuttle" Tuttles Natal Plum	5 Gallon	44

GROUNDCOVERS	SIZE	QTY
Eremophila glabra " mingnew gold" Outback Sunrise Emu	5 Gallon	78
Lantana X Dallas Red Dallas Red Lantana	5 Gallon	214
Lantana X New Gold New Gold Lantana	5 Gallon	340

Turf - Midiron Sod

4" x 6" Concrete Header (See Detail) (Colored Concrete T.B.D)

Decomposed Granite "Madison Gold", 1/2" Select 2" min thickness in all non turf areas.

NON Grouted Rip Rap - LC to Hand Place 3" - 6" Arizona Gold Rip Rap

Grouted Rip Rap / Grout Color to Match Rock 3" - 6" Arizona Gold Rip Rap place at all curb cuts to control erosion, see civil plans

Stabilized "Arizona Gold", 1/4" Minus 3" min thickness / 90% compacted

1/4 x 4 Metal Header (see Detail) Secure every 48" with a metal stake

Decomposed Granite & Rip Rap submit sample to L.A.

CITY OF CHANDLER LANDSCAPE PLAN NOTES

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.
2. NO OBSTRUCTIONS TO VIEW SHALL BE ERECTED, CONSTRUCTED OR PARKED WITHIN THE SIGHT VISIBILITY AREA, ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT ABOVE 6' CURB ELEVATION, ALL SHRUBS IN THIS AREA MAY NOT REACH A MATURE HEIGHT OVER 24"
3. ALL PLANT MATERIALS ARE GUARANTEED FOR A MINIMUM PERIOD OF SIXTY (60) DAYS FROM THE DATE OF FINAL APPROVAL BY THE CITY. ANY PLANT MATERIALS, WHICH ARE NOT APPROVED BY THE CITY PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR IN WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 20 OF THE FOLLOWING CALENDAR YEAR.
4. TREES, SHRUBS, VINES, GROUND COVER AND TURF THAT HAVE TO BE REPLACED UNDER TERMS OF THE GUARANTEE, SHALL BE GUARANTEED FOR AN ADDITIONAL SIXTY (60) DAYS FROM THE DATE OF REPLACEMENT.
5. ALL PLANT MATERIALS MUST BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLAN. SEE SECTION 1902 (6)(H).
6. PARKING LOT TREES MUST HAVE A MINIMUM CLEAR CANOPY DISTANCE OF 5'. SEE SECTION 1903(C)(4).
7. FINISH GRADE OF LANDSCAPE AREAS (TOP OF TURF OR D.G.) MUST BE GRADED 1-1/2" BELOW CONCRETE OR OTHER PAVED SURFACES. SEE SECTION 1903(6)(C)(11) ZONING CODE.
8. TREES MUST BE PLACED A MINIMUM OF 5' FROM SIDEWALKS, PUBLIC ACCESS-WAYS. SHRUBS MUST BE, AT MATURITY, 3' FROM ALL SIDES OF A FIRE HYDRANT, PIV OR FDC. SEE SECTION 1903(6)(J)(1), ZONING CODE. (INDICATE HYDRANT, PIV AND FDC LOCATIONS ON THE LANDSCAPE PLAN)
9. ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR. SEE SECTION 1903(6)(G), ZONING CODE.
10. THERE SHALL BE NO OBSTRUCTIONS OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED AND/OR CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR A PROJECT.
11. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACKFLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE OR REQUIRED TO BE SCREENED BY THE LANDSCAPING OR WALLS SHALL BE PAINTED TO MATCH THE BUILDING COLOR.
12. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.
13. ALL TREES SHALL COMPLY WITH THE LATEST AMENDED EDITION OF THE "ARIZONA NURSERY ASSOCIATION - RECOMMENDED TREE SPECIFICATIONS." SEE SECTION 1903(6)(A) ZONING CODE; (THIS IS TO BE NOTED IN THE PLANT LEGENDS ON EACH SHEET)

GENERAL BUILDING FOUNDATION / IRRIGATION NOTES:

POSITIVE DRAINAGE NEEDS TO BE MAINTAINED FROM THE BUILDINGS EXTERIOR WALLS FOR A MINIMUM OF 10'. NO IRRIGATED LANDSCAPE MATERIALS WITHIN THE FIRST 3' NEXT TO THE BUILDING FOUNDATION. WITHIN 3'-5' OF THE BUILDING FOUNDATION ONLY LANDSCAPE MATERIALS THAT CAN BE IRRIGATED WITH A 1 GPH EMITTER ARE ALLOWED. ANY LANDSCAPE MATERIALS REQUIRING AN EMITTER GREATER THAN 1GPH, INCLUDING TURF SHALL BE A MINIMUM OF 5' FROM THE OUTSIDE FACE OF THE BUILDING FOUNDATION. ALL IRRIGATION LINES, OTHER THAN THOSE SUPPLYING INDIVIDUAL EMITTERS SHALL NOT BE PLACED WITHIN 5' OF THE BUILDING FOUNDATION.

PROJECT DATA

Zoning:	PAD
APN#:	303-31-226B
Gross Site Area:	832,882 S.F. (19.1 AC.)
Net Site Area:	737,103 S.F. (16.9 AC.)
Building Area:	201,221 S.F.
Coverage:	27.3%
Building A Parking Required :	
Office 25,260 S.F.: 1 : 250 S.F.	102 Spaces
Warehouse 175,961 S.F.: 1 : 500 S.F. First 10,000 1 : 5000 S.F. Remaining	54 Spaces
Total Parking Required:	156 Spaces
Total Parking Provided:	317 Spaces
ADA Parking Required:	8 Spaces
ADA Parking Provided:	10 Spaces
Parking Ratio:	1.60 / 1,000 S.F.
Proposed Building Wall Height:	45 Ft Max.

PROJECT TEAM

Developer / Owner
Comunale Properties
1855 S. Pearl Street, Ste 20
Denver, Colorado 80210
Contact: Josh Heiney
Ph: (720) 414-5210
heiney@comunaleproperties.com

Architect
Butler Design Group
5017 E. Washington St. Ste 107
Phoenix, Arizona 85034
Contact: Toby Rodgers
Ph: (602) 957-1800 ext. 220
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Landscape Architect
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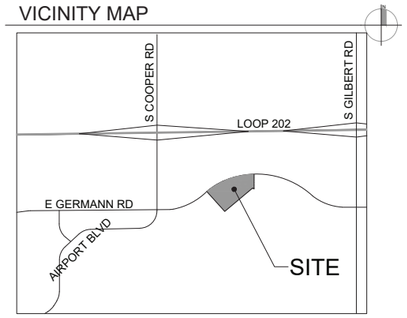
Contact: Daneil Dodson
Ph: (602) 840-7771
daniel@laskindesign.com

Civil Engineer
Hunter Engineering
10450 N 74th Street, Suite 200
Scottsdale, AZ 85258
Contact: Larry Talbott
Ph: (480)991-3985
ltalbott@hunterengineeringpc.com

VICINITY MAP



GERMANN ROAD TREE CALCULATIONS:

GERMANN ROAD (1429' LF OF PROPERTY LINE)

TREES REQUIRED:	TREES PROVIDED:
57 TOTAL TREES	58 TOTAL TREES
14 - 48" box	19 - 48" box Existing
14 - 36" box	10 - 36" box
29 - 24" box	29 - 24" box

LANDSCAPE DATA:

TOTAL BUILDING AREA:	200,940	SQ. FT.	29	% OF TOTAL SITE AREA
TOTAL LANDSCAPE AREA:	237,252	SQ. FT.	34	% OF TOTAL SITE AREA
TOTAL PARKING AREA:	97,229	SQ. FT.	14	% OF TOTAL SITE AREA
LANDSCAPE IN PARKING AREA:	9,723	SQ. FT.	10	% 10% MIN.OF PARKING AREA
TOTAL EXISTING TURF AREA:	8,606	SQ. FT.	4	% OF TOTAL LANDSCAPE AREA
SHRUBS / GROUND COVERS:	141,207	SQ. FT.	60	% OF TOTAL LANDSCAPE AREA
INORGANIC / GRANITE:	228,646	SQ. FT.	96	% OF TOTAL LANDSCAPE AREA
NET SITE AREA:	690,433 S.F. (15.8 AC.)			

City Review Comments	2021-15-03
2021-15-03	20065-ST06

Chandler Connection

Germann Road and Cooper Road

Chandler, Arizona

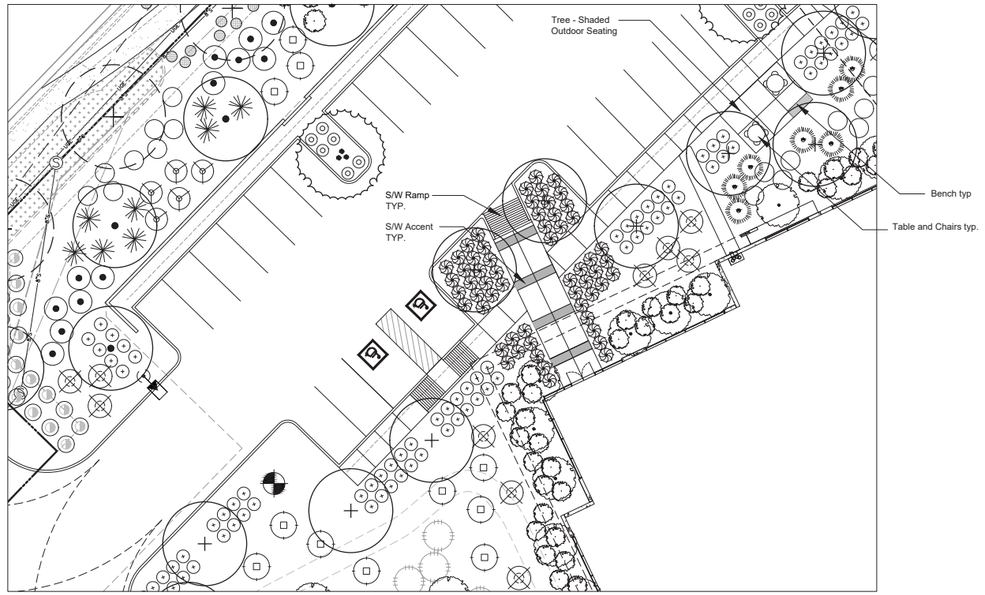
REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 20088 HARDY A. LASKIN Date Signed 03/31/22 ARIZONA, U.S.A.

LASKIN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
67 E. Weldon Ave.
Suite 230
Phoenix, Arizona 85012
p (602) 840-7771
f (602) 840-8021
www.laskindesign.com

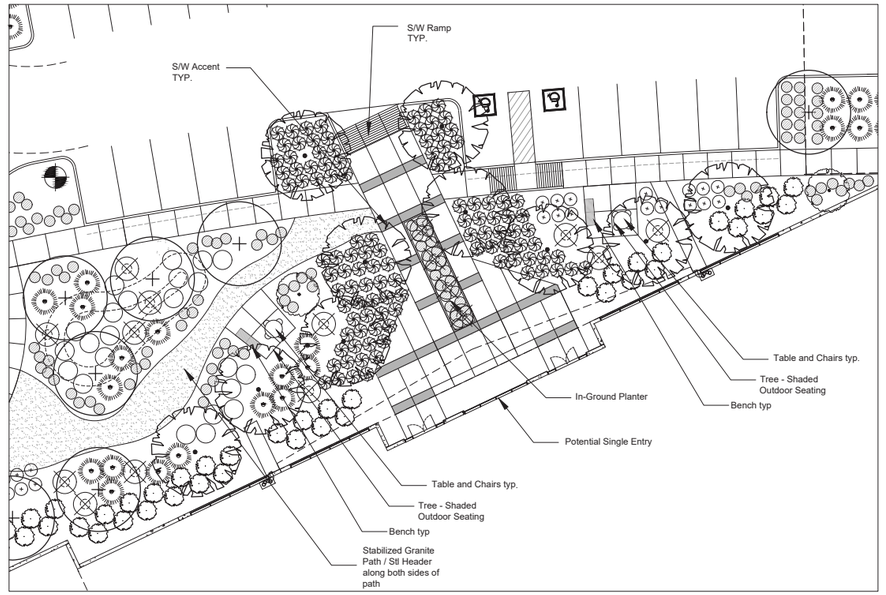
CLP-1

PRELIMINARY LANDSCAPE PLAN

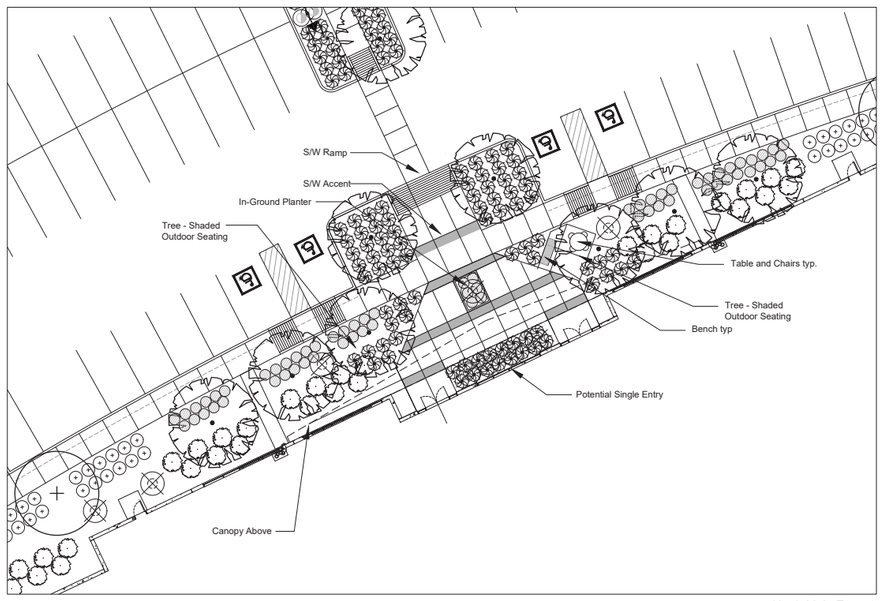
Butler Design Group, Inc
architects & planners



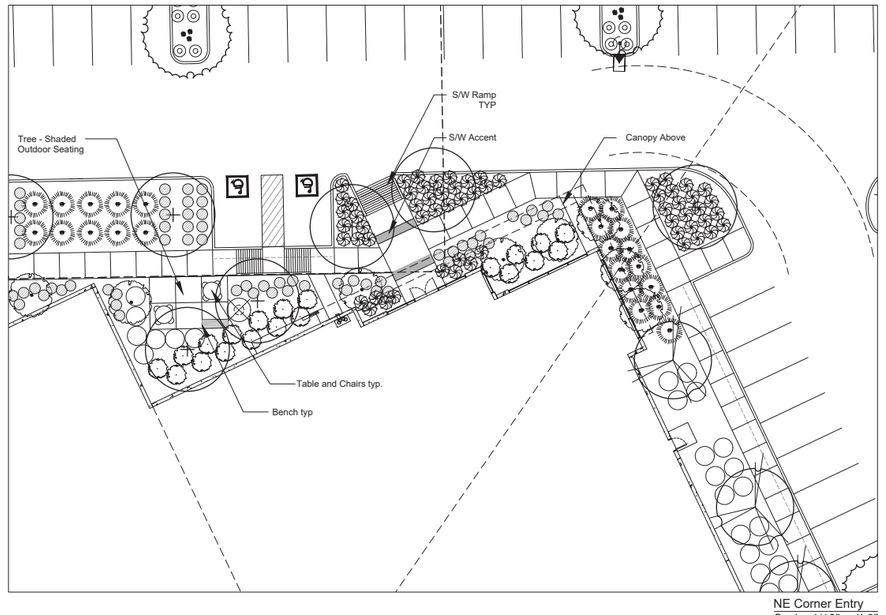
NW Corner Entry
Scale: 1/16" = 1'-0"



North Main Entry 2
Scale: 1/16" = 1'-0"



North Main Entry 1
Scale: 1/16" = 1'-0"



NE Corner Entry
Scale: 1/16" = 1'-0"

City Review Comments
2021-15-03

2021-15-03
20065-ST06

Chandler Connection

Germann Road and Cooper Road
Chandler, Arizona

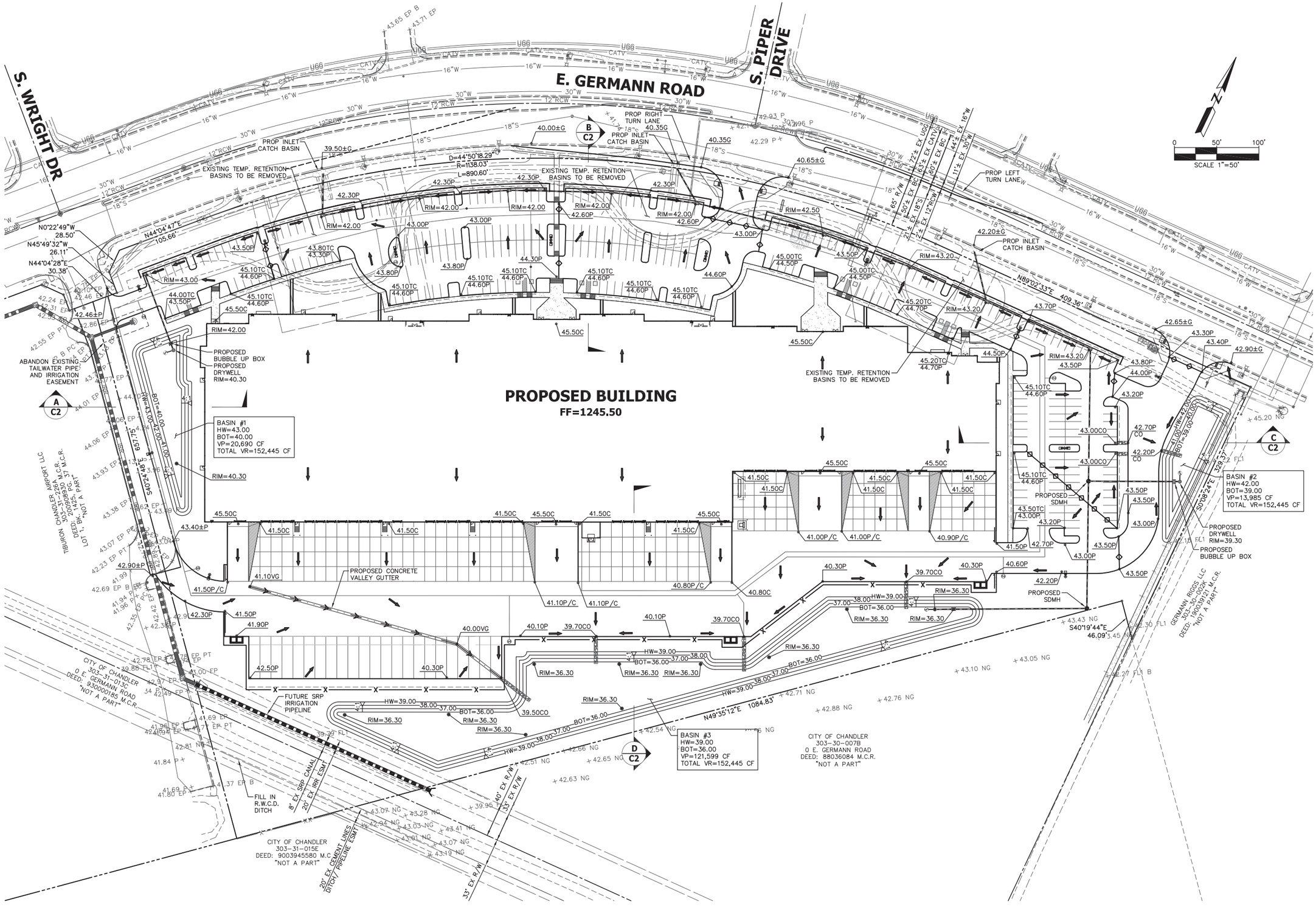
Comunale Properties
Investment • Management • Development

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
20088
HARDY A. LASKIN
ARIZONA, U.S.A.

LASKIN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
67 E. Weldon Ave.
Suite 230
Phoenix, Arizona 85012
p (602) 840-7771
f (602) 840-8021
www.laskindesign.com

CLP-2
LANDSCAPE ENLARGEMENT PLAN

Butler Design Group, Inc
architects & planners



NO.	DATE	REVISION	BY

PURPOSE: **2ND CONCEPTUAL SUBMITTAL**

DESIGN BY: JJN
DRAWN BY: DHK
CHECKED BY: JJN

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
P 480 991 3985
F 480 991 3986

Registered Professional Engineer
CERTIFICATE NO.
42104
LARRY M. TALBOT
12/11/23
ARIZONA U.S.A.

CONCEPTUAL GRADING & DRAINAGE PLAN FOR CHANDLER CONNECTION E GERMANN RD & S COOPER RD CHANDLER, ARIZONA

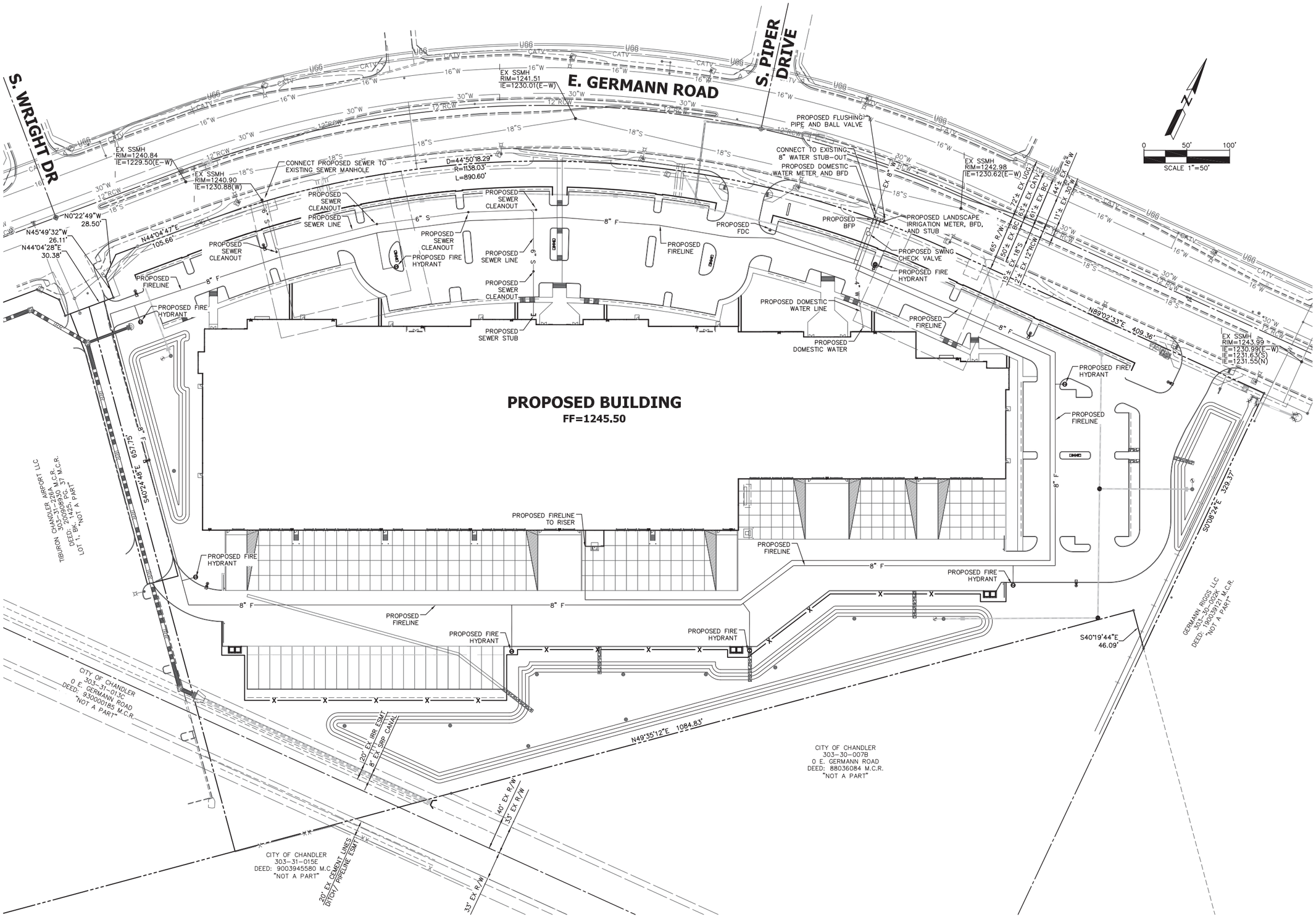
CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811 BLUE STAKE, INC.
CALL 811 OR CLICK ARIZONA811.COM

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME: CHANDLER AIRPORT COMUNALE

HE NO.: COMU001
SCALE: 1"=50'

SHEET:
C3



NO.	DATE	REVISION	BY

PURPOSE: **2ND CONCEPTUAL SUBMITTAL**

DESIGN BY: JJN
DRAWN BY: DHK
CHECKED BY: JJN

HUNTER ENGINEERING
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
P 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

Registered Professional Engineer
CERTIFICATE NO.
42104
LARRY M. TALBOTT
Expires 3/31/21
ARIZONA U.S.A.

CONCEPTUAL UTILITY PLAN FOR CHANDLER CONNECTION E GERMANN RD & S COOPER RD CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811
CALL 811 OR CLICK ARIZONA811.COM

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME: CHANDLER AIRPORT COMUNALE

HE NO.: COMU001
SCALE: 1"=50'

SHEET:
C4

G:\COMU001\Conceptual\COMU001_Plan_3-11-2021 1:37:55 PM.dwg

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2020-AWP-11284-OE

Issued Date: 11/06/2020

Butler Design Group
Toby Rogers
5017 E. Washington St.
Suite 107
Phoenix, AZ 85034

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Chandler Connection
Location:	Chandler, AZ
Latitude:	33-16-43.00N NAD 83
Longitude:	111-48-00.00W
Heights:	1245 feet site elevation (SE)
	48 feet above ground level (AGL)
	1293 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

__X__ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 05/06/2022 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.

(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before December 06, 2020. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager of the Rules and Regulations Group. Petitions can be submitted via mail to Federal Aviation Administration, 800 Independence Ave, SW, Washington, DC 20591, via email at OEPetitions@faa.gov, or via facsimile (202) 267-9328.

This determination becomes final on December 16, 2020 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Rules and Regulations Group via telephone – 202-267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact Paul Holmquist, at (206) 231-2990, or paul.holmquist@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-11284-OE.

Signature Control No: 452628777-456032069 (DNH)
Mike Helvey
Manager, Obstruction Evaluation Group

Attachment(s)
Additional Information
Map(s)

Abbreviations

AGL - above ground level	AMSL - above mean sea level	RWY - runway
VFR - visual flight rules	IFR - instrument flight rules	NM - nautical mile

ASN- Aeronautical Study Number

Part 77 - Title 14 Code of Federal Regulations (CFR) Part 77, Safe, Efficient Use and Preservation of the Navigable Airspace

1. LOCATION OF PROPOSED CONSTRUCTION

Proposed is a building near Chandler Municipal Airport (CHD), Chandler, AZ. The CHD airport elevation is 1243 AMSL. At its closest point, the proposed structure would be approximately 1655 feet north northeast of the RWY 22L threshold at CHD.

2. OBSTRUCTION STANDARDS EXCEEDED

The proposed structure would exceed 14 CFR Part 77 standards as described below.

Section 77.17.(a)(3): A height within a terminal obstacle clearance area, including an initial approach segment, a departure area, and a circling approach area, which would result in the vertical distance between any point on the object and an established minimum instrument flight altitude within that area or segment to be less than the required obstacle clearance. The proposed structure would penetrate the 40:1 departure slope in the CHD RWY 4R Initial Climb Area (ICA) by 14 feet.

3. EFFECT ON AERONAUTICAL OPERATIONS

a. The impact on arrival, departure, and en route procedures for aircraft operating under VFR: None.
There are no effects on the VFR traffic pattern.
There are no effects on any existing or proposed arrival, departure, or en route IFR/VFR minimum flight altitudes.

b. The impact on arrival, departure, and en route procedures for aircraft operating under IFR: The proposed structure would penetrate the 40:1 departure slope in the CHD RWY 4R Initial Climb Area (ICA) by 14 feet.

This would qualify as low close-in penetration with climb gradient termination altitude 200 feet or less above departure end of runway (DER) requiring TAKE-OFF MINIMUM AND (OBSTACLE) DEPARTURE PROCEDURES NOTE:

RWY 4R, Building 1467 feet from departure end of runway, 769 feet left of centerline 48 AGL/ 1293 AMSL

c. The cumulative impact of the proposed structure, when combined with other proposed and existing structures, is not considered to be significant. Study did not disclose any significant adverse effect on existing or proposed public-use or military airports or navigational facilities, nor would the proposals affect the capacity of any known existing or planned public-use or military airport.

The CHD Airport Master Record can be viewed/downloaded https://adip.faa.gov/agis/public/#/airportData/CHD. It states there are 380 single-engine, 32 multi-engine, 8 jet, 23 helicopter, 0 military, 1 ultra- light and 1 glider aircraft based there with 200,931 operations for the 12 months ending 19April 2018 (latest information).

4. CIRCULATION AND COMMENTS RECEIVED

The proposal was not circularized for public comment. Per FAA Obstruction Evaluation Group policy, proposed structures that exceed the ICA 40:1 slope which don't affect the minimum instrument departure climb gradient, do not require circularization if they have no other effects on aeronautical operations. The proposals meets those criteria, and therefore was not circularized. This does not affect the public's right to petition for review determinations regarding structures, which exceed the subject obstruction standards.

5. DETERMINATION - NO HAZARD TO AIR NAVIGATION

The FAA has determined the proposed construction would not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft or on any air navigation facility and would not be a hazard to air navigation provided the conditions set forth in this determination are met.

6. BASIS FOR DECISION

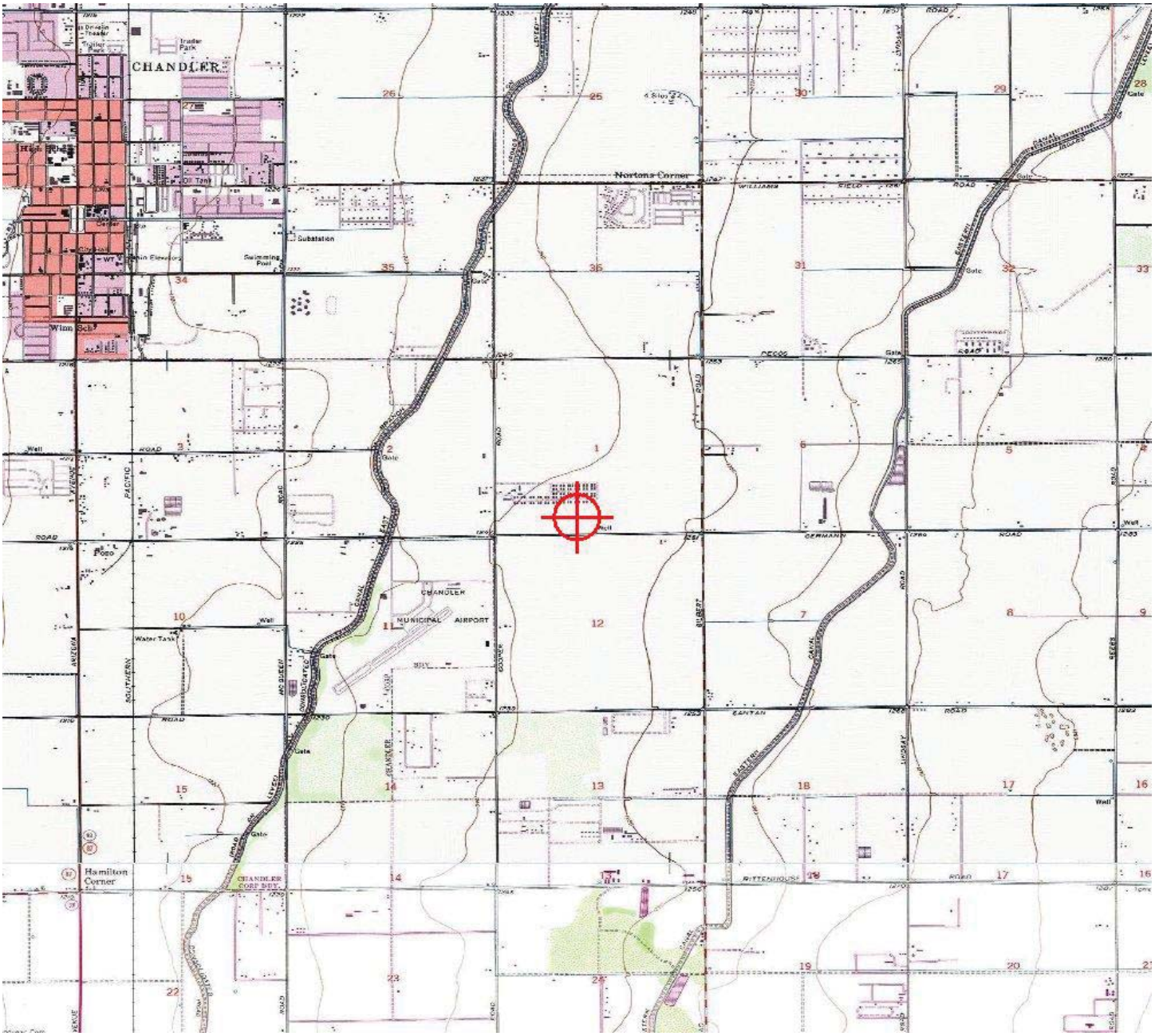
Study for possible VFR effect disclosed that the proposed structure would have no adverse effect on any existing or proposed arrival or departure VFR operations or procedures. In this case, the proposed structure would penetrate the CHD RWY 4R 40:1 instrument departure surface in the ICA by a maximum of 14 feet, requiring an advisory note in the TAKE-OFF MINIMUMS AND (OBSTACLE) DEPARTURE PROCEDURES. No increase to the minimum weather (ceiling or visibility) and no increase for IFR climb gradient is required. No other IFR effects were identified. There are no physical or electromagnetic effects on the operation of air navigation and communications facilities and there are no effects on any airspace and routes used by the military. Marking and lighting was considered but deemed unnecessary.

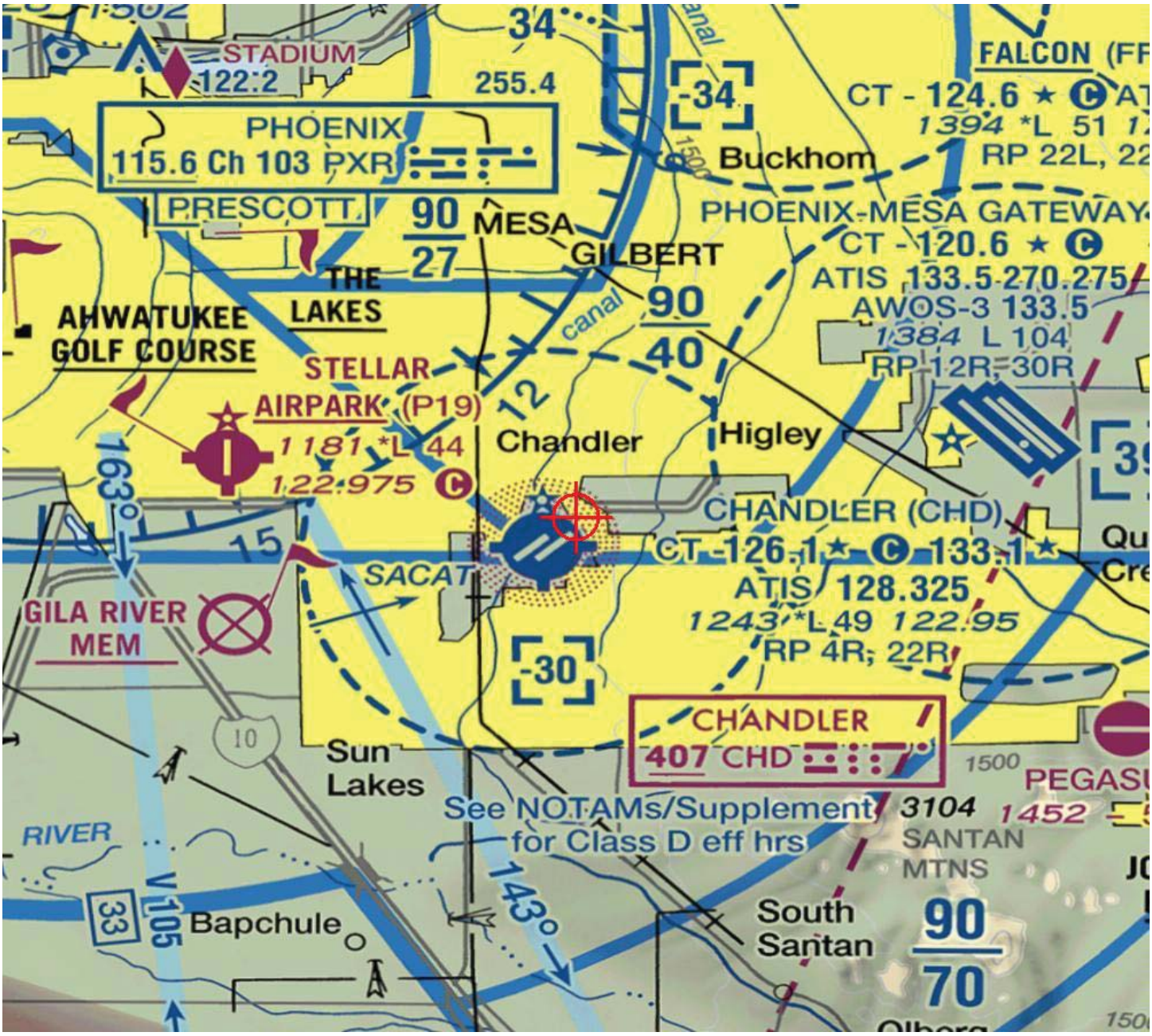
7. CONDITIONS

Within ten days before the start of construction the proponent is required to file a FAA form 7460-2, Part 1, Actual Construction notification, at the OE/AAA website (http://oeaaa.faa.gov). This actual construction notification will be used to update airport instrument procedures.

Within five days after the structure reaches its greatest height, proponent is required to file a FAA form 7460-2, Actual Construction notification, at the OE/AAA website (http://oeaaa.faa.gov). This actual construction notification will be the source document detailing the site location, site elevation, structure height, and date structure was built for the FAA to map the structure on aeronautical charts and update the national obstruction database.

TOPO Map for ASN 2020-AWP-11284-OE

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15
SACAT
CHANDLER (CHD)
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ATIS 128.325
1243 *L 49 122.95
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GILA RIVER
MEM
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CHANDLER
407 CHD
10
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Lakes
1500
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SANTAN
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RIVER
V 105
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Bapchule
143°
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Santan
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70

CHANDLER arizona
Community of Innovation

City Council Memorandum **Economic Development** **Memo No.** ED21-011

Date:	May 13, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Micah Miranda, Economic Development Director
From:	Michael Winer, Economic Development Specialist
Subject:	Purchase of Signage for West Chandler Employment Corridor

Proposed Motion:

Move City Council approve the purchase of signage for the West Chandler Employment Corridor, from YESCO, LLC, utilizing the City of Peoria Contract No. P19-0079, in the amount of $239,937, and authorize the Acting City Manager or designee to sign a linking agreement with YESCO, LLC.

Background/Discussion:

During the 2020 Chandler State of the City Address, Mayor Hartke announced the City would launch a branding initiative for the West Chandler employment corridor. West Chandler is one of five designated employment corridors in Chandler, encompassing approximately seven square miles, and is generally bounded west-to-east by Interstate 10 and McClintock Drive, and north-to-south by Ray Road and the Loop 202 Santan freeway. More than 630 businesses are located in West Chandler, employing a total of more than 29,000 workers. In addition, West Chandler is home to more than 23,000 residents spread across nearly 40 neighborhoods.

The timing of the West Chandler branding announcement was tied to two key events. First, it followed the adoption of City Council's 2019-2024 Strategic Framework, a plan that emphasizes maintaining the viability of existing developments. Second, it came two months after the opening of the Loop 202 South Mountain Freeway, which has created new business opportunities in West Chandler by enhancing transportation connections and access to labor. Reinforcing West Chandler's brand identity will help promote the area for business attraction, visitor attraction, and new development projects. Additionally, the branding initiative will encourage reinvestment by existing property owners and businesses.

The Economic Development Division was tasked with launching the branding initiative. As part of this process, staff reached out to local stakeholders, including leading employers, business owners, property owners, real estate brokers, school district officials, and residents. A virtual meeting was held in September 2020 to discuss the initiative and get feedback on challenges and opportunities within the area. Following this, surveys were distributed to get stakeholder input on brand concepts and implementation strategies. According to survey responses, signage is the preferred way to display the West Chandler brand within the area. Participating stakeholders commented that it would distinguish West Chandler from other parts of Chandler as well as neighboring cities. Based on this feedback, staff engaged YESCO to design a West Chandler sign. Staff is now seeking to contract with YESCO to

fabricate and install nine signs.

Evaluation:

The City of Peoria competitively solicited and awarded a contract for fixed building, monument and wayfinding signage to YESCO, LLC. The City has a current agreement that permits the cooperative use of the City of Peoria's contracts. The City of Chandler is establishing a linking agreement with YESCO, LLC for cooperative use under this contract.

Financial Implications:

Funds for the purchase of signage for the West Chandler Employment Corridor will come from the General Government Capital Projects Fund, Streets Capital Cost Center, Construction or Acquisition Account, City Gateways Program (401.3310.6210.0.6ST718). The City Gateways program is part of the Capital Improvement Program with $300,000 allocated for Fiscal Year 2020-21.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6210.0.6ST718	General Government Capital Project	City Gateways	$239,937	Y

Attachments

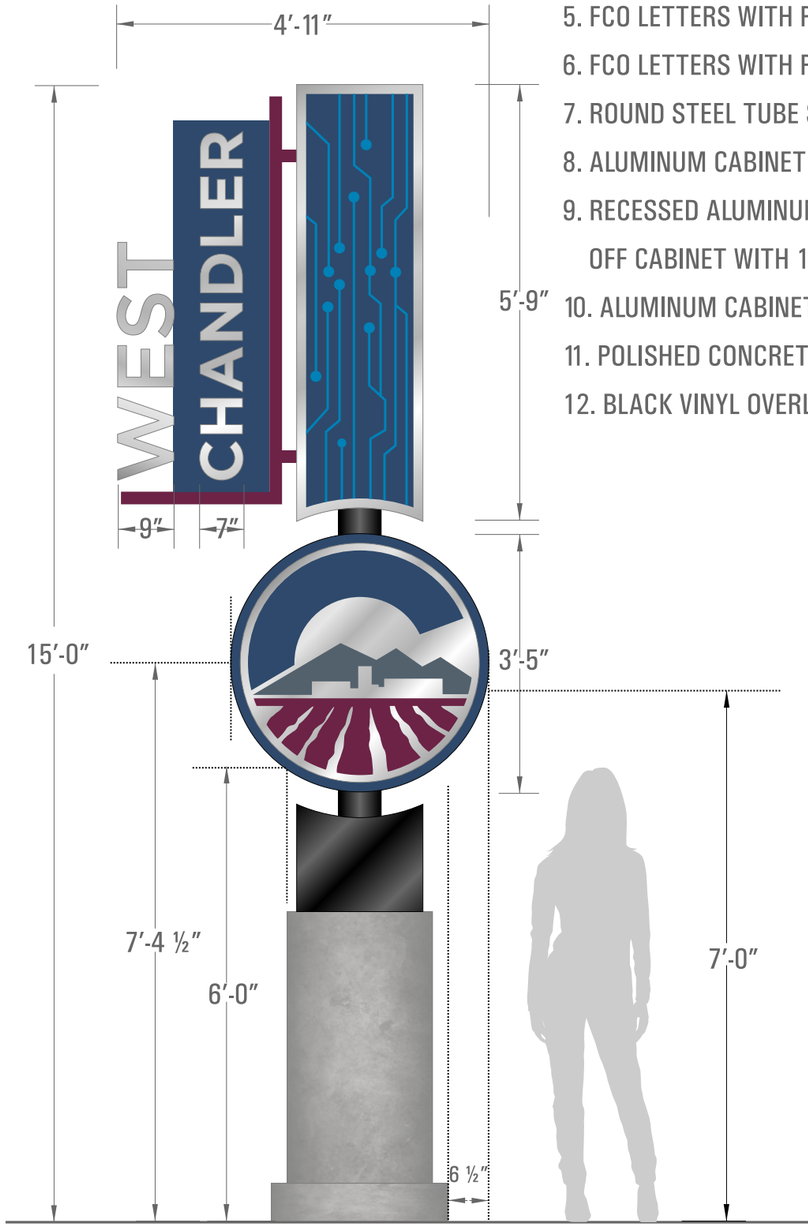
Design and Locations Map

OPTION 2: NON- ILLUMINATED

A-2 MANUFACTURE & INSTALL MULTIPLE S/F ROADWAY DISPLAYS

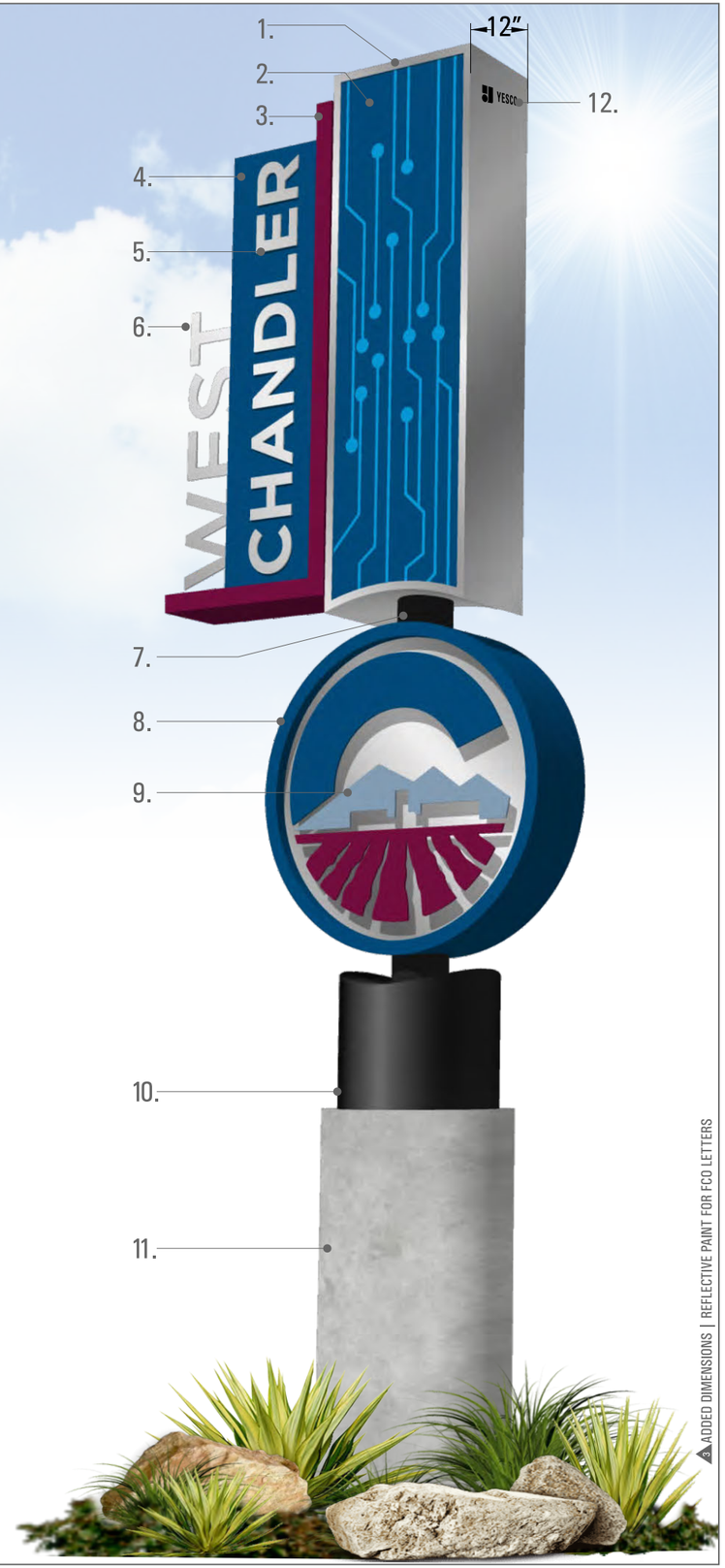
16 SQ FT

PERSPECTIVE VIEW N.T.S.



SCALE: 1/2″ = 1′-0″

1. ALUMINUM CABINET WITH PAINTED SILVER FINISH
2. ALUMINUM FACE WITH DIGITALLY PRINTED REFLECTIVE VINYL GRAPHICS
3. SQUARE TUBE SUPPORTS PAINTED TO MATCH PMS 222
4. ALUMINUM FACE PAINTED TO MATCH PMS 2188
5. FCO LETTERS WITH PAINTED REFLECTIVE SILVER FINISH
6. FCO LETTERS WITH PAINTED REFLECTIVE SILVER FINISH
7. ROUND STEEL TUBE SUPPORT POLE PAINTED BLACK
8. ALUMINUM CABINET PAINTED TO MATCH PMS 2188
9. RECESSED ALUMINUM FACE WITH SILVER FINISH WITH PAINTED FCO LOGO PEGGED OFF CABINET WITH 1″ STANDOFFS
10. ALUMINUM CABINET WITH PAINTED BLACK FINISH
11. POLISHED CONCRETE ROUND BASE WITH GRAY FINISH
12. BLACK VINYL OVERLAY



ADDED DIMENSIONS | REFLECTIVE PAINT FOR FCO LETTERS

YESCO

Phoenix Division
6725 West Chicago Street
Chandler, AZ 85226
480.449.3726
www.yesco.com

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO.

Client:
West Chandler
Employment Corridor

Address:
City of Chandler

Account Executive:
Kelly Chipman

Designer:
Mark R.

Date:
12.03.2020

OPY #
36207

Design Revisions:

1	12.11.2020	MR
2	01.14.2021	MR
3	02.22.2021	MR

Customer Approval

x

Client Signature | Date

x

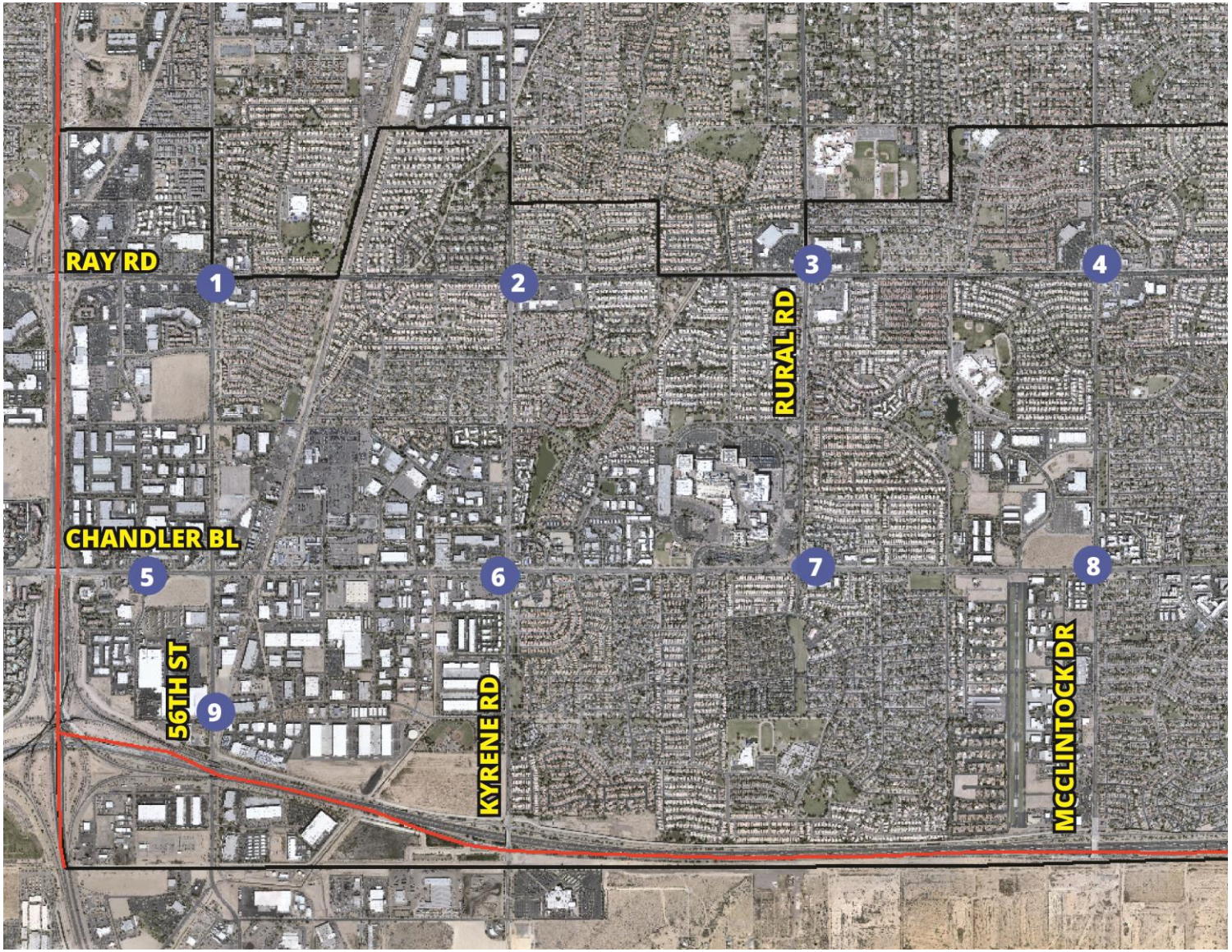
Landlord Signature | Date

Reference #

DESIGN

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

West Chandler Tentative Sign Locations



CHANDLER arizona
Community of Innovation

City Council Memorandum **Information Technology** **Memo No.** N/A

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Sandip Dholakia, Chief Information Officer
From: Rachelle Faherty, IT Applications Manager
Subject: Purchase of Information Technology Temporary Contract Staffing Services

Proposed Motion:

Move City Council approve the purchase of Information Technology temporary contract staffing services, from Computer Aid, Inc., utilizing Sourcewell Contract No. 020817-CA1 in the amount of $987,800, and authorize the City Manager or designee to sign a linking agreement with Computer Aid.

Background/Discussion:

The Information Technology Department has historically hired temporary employees to assist in special projects or backfill vacant positions by utilizing competitively bid temporary staffing agreements. These temporary employees have specialized skills in specific technical areas which complement IT staff and work on a temporary basis for a specific assignment. This request is for five temporary resources that will assist in software support and project management. Salary savings will be used to fund these resources. The hourly rates range from $90 to $175 depending on the skill set required. The estimated duration of the assignments range from 6 to 18 months depending on the workload.

Evaluation:

Sourcewell competitively solicited and awarded a contract for managed service providers specifically for specialized technical IT staffing resources. The City has a current Intergovernmental Agreement with Sourcewell that permits the cooperative use of Sourcewell's contracts. The term of the Sourcewell contract is valid through March 3, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1199.5219.0.0.0	General Fund	N/A	$53,800	N
101.1200.5219.0.0.0	General Fund	N/A	$395,200	N
217.1280.5219.0.3AZ004.0	Grants	Citizen Engagement/Mobility Program	$143,800	N

605.1285.5219.0.6IC112.0	Water Operating Fund	Utility Billing Replatform	$170,000	Y
401.1285.5219.0.6IC102.0	General Government Capital Projects	Fleet Management System	$225,000	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** N/A

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Kristi Smith, Accounting Manager
Subject: Agreement No. MS3-920-3131, Amendment No.2, for Electronic Payment Portal Services

Proposed Motion:

Move City Council approve Agreement No. MS3-920-3131, Amendment No. 2, with Invoice Cloud, Inc., for electronic payment portal services, at the agreed upon transaction fees, for the period of June 1, 2021, through May 31, 2022.

Background/Discussion:

Invoice Cloud, Inc. has been providing a secure Citywide electronic payment web portal solution since 2013. This is a hosted, third-party payment solution that is compliant with Payment Card Industry (PCI) and Data Security Standards (DSS), thereby reducing the City's need to invest in and maintain the related infrastructure. The solution allows customers to pay with debit cards and credit cards through their bank account, Apple Pay, or Google Pay by securely storing account information at the third-party site to accommodate recurring payments. Customers will soon be able to pay utilizing PayPal and Venmo as well. Customers can also make one-time payments.

Over the years, the City has been able to expand the ability for a customer to pay electronically using Invoice Cloud's secure products for customers paying in Utility Services, Airport, Development Services, Fire, Police, Tax & License, and Accounting's miscellaneous receivables. Community Services and Courts use a different solution based on requirements of their systems. The Invoice Cloud, Inc., solutions (Cloud Stores, Cloud Pay, and Cloud Bill) are fully integrated with the City's Oracle financial system to post payments to its appropriate revenue accounts, includes an administrative platform for reconciliation, simplifies refund and dispute resolution, and is available to customers 24/7/365. Invoice Cloud's current fees include a fixed monthly fee allowing for unlimited users and paperless billing and transaction fees which vary under two models: City absorbs fee or customer pays (service charge).

Evaluation:

On May 23, 2013, City Council approved an agreement with Invoice Cloud, Inc., for the implementation and ongoing support of a hosted, integrated, electronic payment solution, for a seven-year period. The solution continues to be enhanced with new features, the most recent being the ability for customers to pay via Google or Apple Pay, and soon PayPal and Venmo as well. Additionally, Information Technology (IT) will be critical in planning toward and completing a full evaluation of electronic payment services on the market since it is a large technical undertaking to shift to another solution. Given the number of projects currently in process and resource availability in the City to take on this project, the

Contractor has agreed to extend for one additional year at the same terms, conditions and agreed upon transaction fees. Staff recommends extension of this Agreement for the term of June 1, 2021, through May 31, 2022.

Financial Implications:

Under the current transaction fee model, the City has the ability to charge a service fee for certain services (2.95% of transaction total with a $1.00 minimum) or absorb the fees for certain services. Service fees are charged to customers paying Development Services permits (including impact fees) and Airport deposits, leases and permits. Invoice Cloud's fees are absorbed by the City for Utilities (Water, Wastewater, Reclaimed Water and Solid Waste), Tax & License, Fire, Police, and Accounting insurance and donation transactions. Most of the transaction fees absorbed by the City are net against revenues. The monthly Invoice Cloud administration fee is $2,500, allowing for unlimited users and paperless billing, and the monthly transaction fees incurred by the City across all funds is under $24,100, with about 98% of this total deriving from Utility transactions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
Varies	Varies	N/A	Varies	N

Attachments

Amendment 2 - Invoice Cloud

CHANDLER arizona

City Clerk Document No. 18-2072

City Council Meeting Date: 5/13/2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
ELECTRONIC PAYMENT PORTAL/THIRD PARTY PAYMENT PROCESSING
CITY OF CHANDLER AGREEMENT NO. MS3-920-3131

THIS AMENDMENT NO. 2 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Invoice Cloud, Inc. (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 an electronic payment portal and third party payment processing services (Agreement); and

WHEREAS, the term of the Agreement was June 1, 2013 through May 31, 2020; and

WHEREAS, the Parties exercised an option to extend the agreement for the term June 1, 2020 through May 31, 2021; and

WHEREAS, the Parties wish to exercise an option through this Amendment to extend the Agreement for one year.

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 2.1, Term of Agreement is amended to read as follows: The Agreement is extended for a one-year period June 1, 2021, through May 31, 2022.

3. Section 3.11, Fees for Services, is amended to read as follows: All Vendor's expenses for provision of the Services are included in the fees set forth in Exhibit B of the original

Agreement, which is incorporated into and made a part of this Amendment No. 2 by this reference.

4. 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. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Thomas E. Griffin

Its: President, Invoice Cloud

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** N/A

Date:	May 13, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Dawn Lang, Management Services Director
From:	Kristi Smith, Accounting Manager
Subject:	Agreement No. MS8-946-3910, Amendment No. 4, for Audit Services

Proposed Motion:

Move City Council approve Agreement No. MS8-946-3910, Amendment No. 4, with Heinfeld, Meech & Co, P.C., for audit services, in the amount of $124,405 for the period June 1, 2021, through May 31, 2022.

Background/Discussion:

The City is required by City Charter and State statute to issue an annual audited financial report, and federal law requires the City to undergo an annual single audit (A-133) of federal financial assistance. The scope of services includes audit work for the City including financials, supplemental schedules, Uniform Expenditure Limitation Compliance Report, Government Finance Officers Association (GFOA) Achievement for Excellence in Financial Reporting program checklist review and internal controls, Chandler Health Care Benefits Trust, Chandler Worker's Compensation and Employer Liability Trust, Chandler Cultural Foundation (CCF), Arizona Department of Environmental Quality (ADEQ) Landfill Assurance Report, Financial Data Schedule (SF SAC) to Housing and Urban Development's (HUD's) Real Estate Assessment Center (REAC), the Highway User Revenue Fund (HURF) Report, Impact Fee audit performed every other year and Purchasing Card review performed every other year. The next Impact Fee audit will be performed in FY 2022-23 and the next Purchasing Card review will be performed in FY 2021-22.

Evaluation:

On June 14, 2018, City Council approved an agreement with Heinfeld, Meech & Co., P.C., for audit services, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one year at the same terms and conditions. Staff recommends the third extension of this Agreement for the term of June 1, 2021, through May 31, 2022, to be reflected as Amendment No. 4.

Financial Implications:

City audit services, in the amount of $124,405 will be paid from various funds as follows:

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1230.5212.0.0.0	General Fund	N/A	$74,365.00	N
215.3300.5212.0.0.0	Highway Users Revenue Fund	N/A	$1,390.00	N
219.4700.5212.3BG022	Comm. Dev Block Grant Fund	CDBG	$5,212.50	N
224.4650.5212.0.0.0	PHA Family Sites Fund	N/A	$3,822.50	N
227.4650.5212.0.0.0	PHA Elderly/Scattered Sites Fund	N/A	$3,127.50	N
233.4650.5212.0.0.0	PHA Section 8 Vouchers Fund	N/A	$5,212.50	N
625.3700.5219.0.0.0	Solid Waste Operating Fund	N/A	$2,085.00	N
736.1230.5212.0.0.0	Worker's Comp & Emp Liab Trust Fund	N/A	$6,950.00	N
Paid by CCF	Chandler Cultural Foundation Fund	N/A	$13,900.00	N
741.1230.5212.0.0.0	Health Care Benefits Trust Fund	N/A	$8,340.00	N

Attachments

Agreement Amendment No. 4 - Heinfeld Meech

City Clerk Document No. 18-2766

City Council Meeting Date: 5/13/21

AMENDMENT TO CITY OF CHANDLER AGREEMENT
AUDIT SERVICES
CITY OF CHANDLER AGREEMENT NO. MS8-946-3910

THIS AMENDMENT NO. 4 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Heinfeld, Meech & Co., P.C., (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 audit services (Agreement); and

WHEREAS, the term of the Agreement was June 1, 2018 through May 30, 2019 with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for one year.

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 4, Price 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. 4 by this reference. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $124,405.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period June 1, 2021 through May 31, 2022.

4. 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. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: _____

Its: Partner - Administration

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

ITEM 17

City Council Memorandum **Management Services** **Memo No.** 21-049

Date: May 13, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director

From: Danielle Wells, Revenue and Tax Manager

Subject: New License Series 6, Bar Liquor License application for Jared Michael Repinski, Agent, The Perch, LLC, dba The Aviary

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 142479, a Series 6, Bar Liquor License, for Jared Michael Repinski, Agent, The Perch, LLC, dba The Aviary, located at 220 S. Arizona Avenue, and approval of the City of Chandler, Series 6, Bar Liquor License No. 300796 L06.

Discussion:

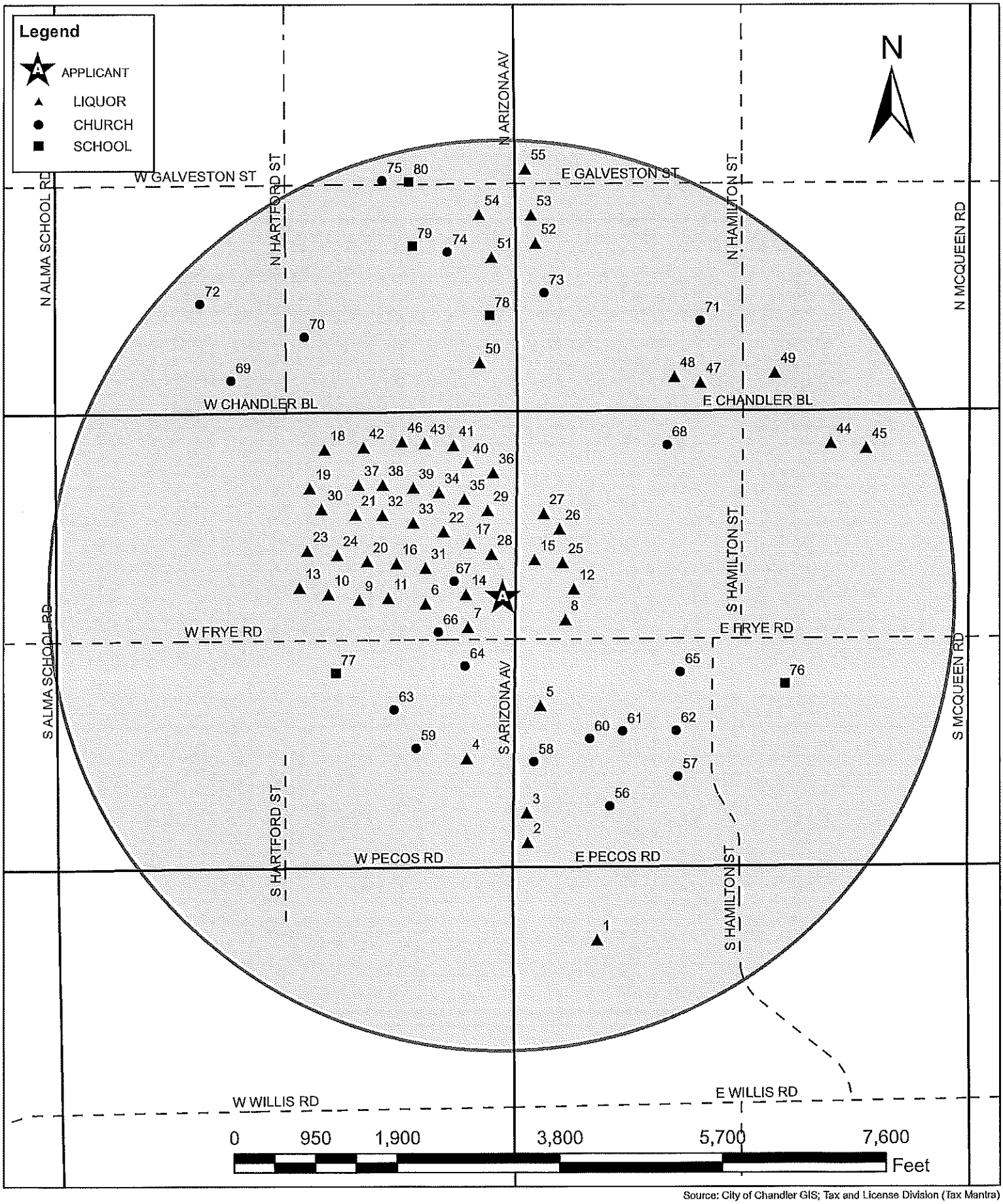
This application for a liquor license was posted for hearing on May 13, 2021.

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 6, Bar Liquor License, the business may sell all alcoholic beverages for on or off-premise consumption.

Attachments

A-Map

B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

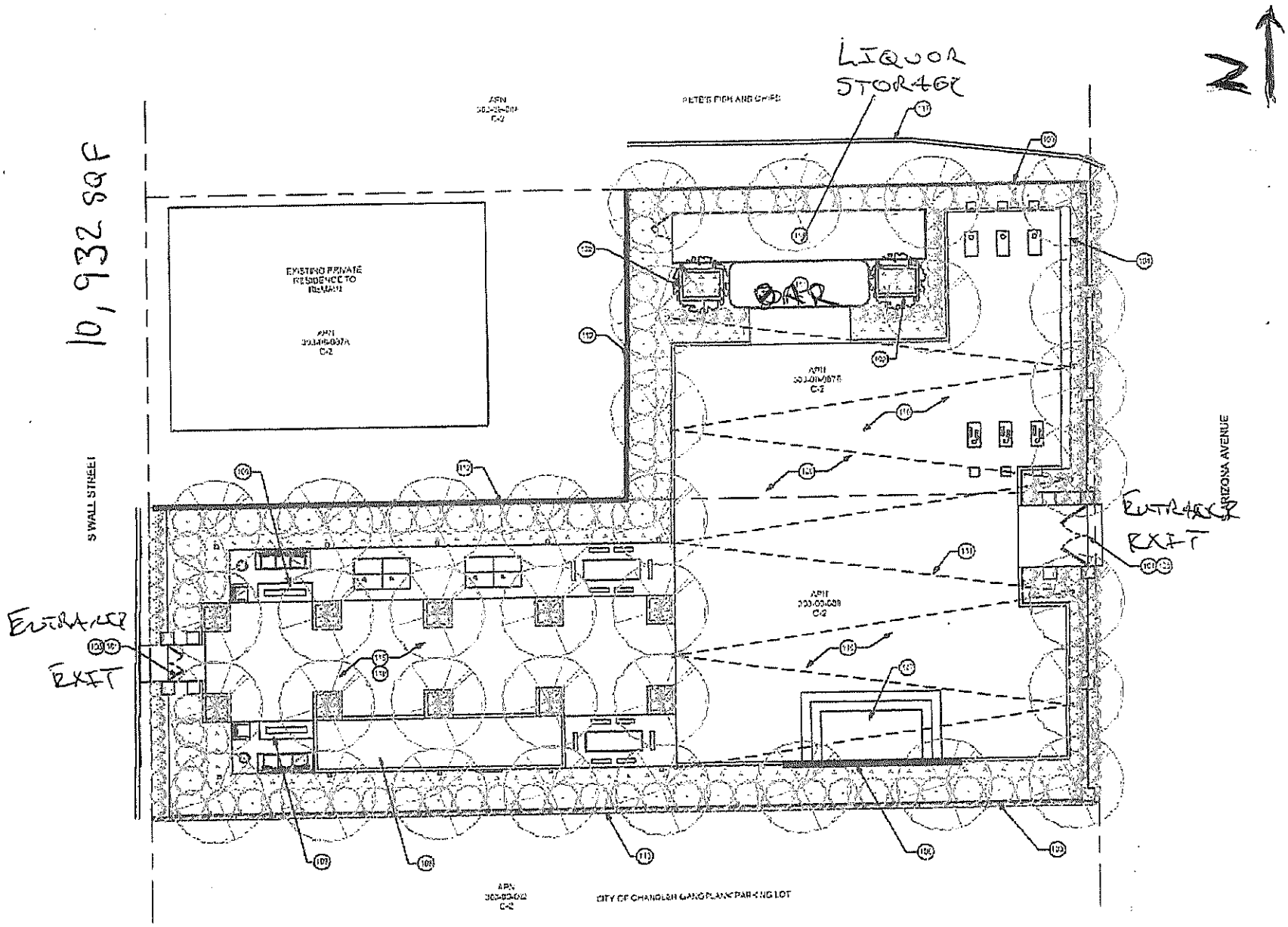
Liquor License Map - 220 S Arizona Avenue

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 The Aviary
1 Walmart #2671
2 Veterans Of Foreign Wars #7401
3 El Herradero
4 Circle K Stores Inc #905
5 Payless Market
6 Gadzooks Enchiladas And Soup
7 The Sleepy Whale
8 Circle K Store #9187
9 Improvmania
10 Ghett Yo Taco
11 The Perch
12 Quarthaus
13 The Local Chandler
14 Downtown Chandler Steakhouse
15 Serrano's Mexican Food
16 Hilton Garden Inn Chandler Downtown
17 The Stillery
18 Jinya Ramen Noodle Bar
19 Charm Thai Cuisine
20 The Brickyard
21 Pedal Haus Brewery
22 Sasha'S Kitchen & Cocktails
23 West Alley Bbq
24 Puro Cigar Bar
25 Inchin's Bamboo Garden
26 Soho 63
27 Tipsy Egg & The Uncommon
28 Cheba Hut
29 Bourbon Jacks Grill
30 Paletas Betty
31 Blacksheep Wine and Merchant
32 Murphy'S Law Irish Pub
33 Mingle + Graze
34 Hidden House
35 San Tan Brewing Company Inc
36 Crust Simply Italian
37 Crowne Plaza - Chandler
38 Craft 64
39 Eastwind Sushi And Grill
40 Truland Burgers & Greens
41 Over Easy
42 San Marcos Golf Course
43 La Ristra
44 Singing Pandas Asian Restaurant & Bar
45 El Alamo Super Carniceria
46 Flix Brewhouse Az LLC
47 Rapid-O Mart
48 La Lumbrera Carniceria
49 Chandler Boulevard Lounge
50 Chandler Center For The Arts
51 Max And Teds 480
52 Chodang Tofu Restaurant
53 La Familia New Market
54 Chandler Liquors
55 Casa Maria Mexican Restaurant
56 Grace Memorial
57 Chandler Foothills Community Church
58 Methodist Church
59 Chandler Church
60 Mount Olice Missionary Baptist Church
61 Pentacost Church Of Jesus Christ
62 Centro De Alabanza Juda
63 Missionary Baptist Church
64 AZCEND
65 Door Christian Center
66 Church of God
67 Iglesia Del Nazareno
68 Centro Evangelistico Church Of God
69 Kingdom Hall Church
70 Church Of Nazarene
71 East Valley Apostalic Church
72 Holy Trinity Lutheran Church
73 LDS Seminary
74 International Assembly of God
75 St Marys Church
76 Frye Elementary School
77 San Marcos Elementary School
78 Chandler High School
79 Arizona College Prep-Oakland Campus
80 St. Mary-Basha Catholic School

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 been final closed.



1 ENLARGED SITE PLAN
1" = 10'-0"

ITEM 18

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 21-052

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Danielle Wells, Revenue and Tax Manager
Subject: New License Series 12, Restaurant Liquor License application for Jason Michael Key, Agent, Montgomery Key, LLC, dba The Double Dutch

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 144654, a Series 12, Restaurant Liquor License, for Jason Michael Key, Agent, Montgomery Key, LLC, dba The Double Dutch, located at 1890 W. Germann Road, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 300873 L12.

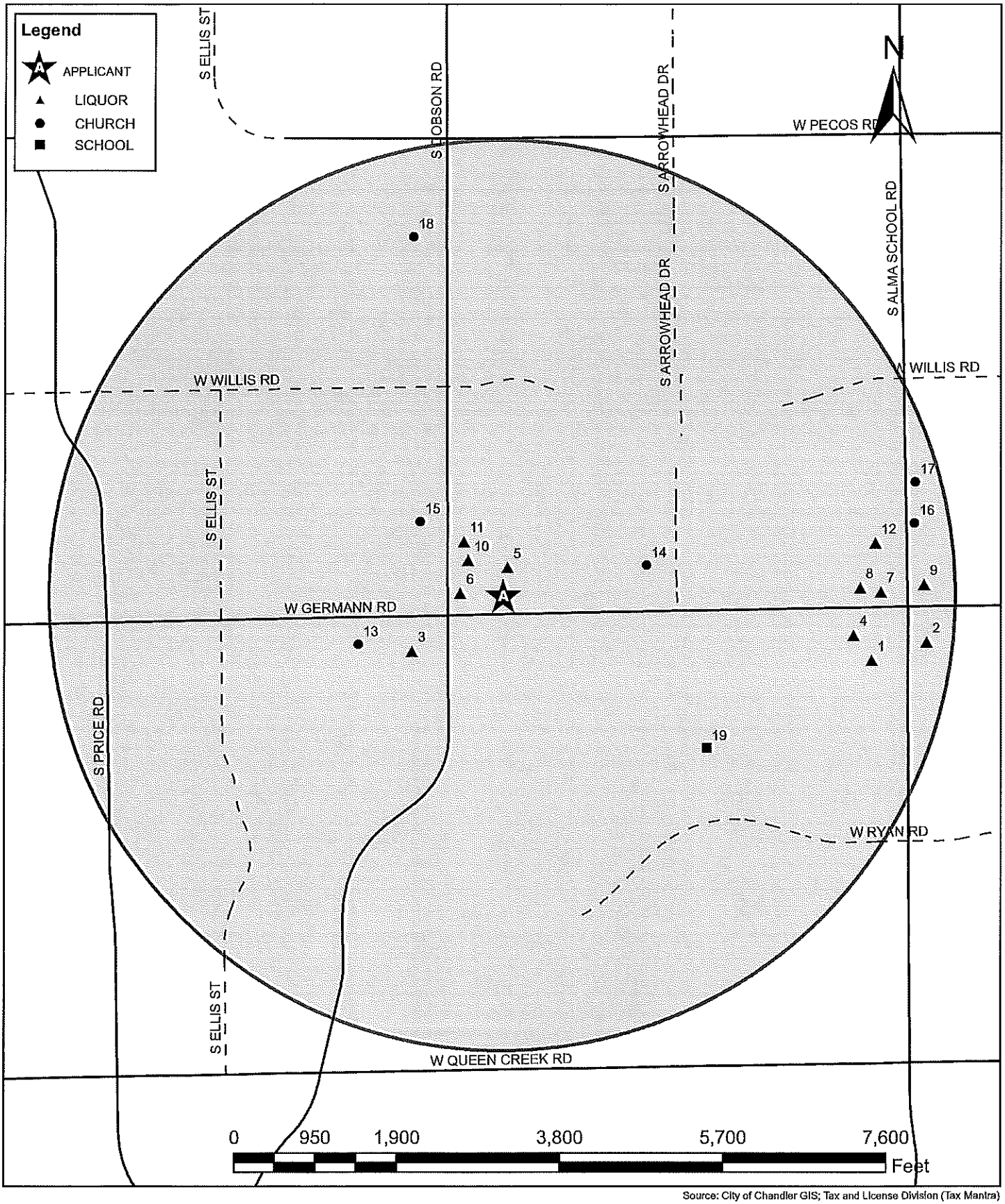
Discussion:

This application for a liquor license was posted for hearing on May 13, 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.

Attachments

A-Map
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

Liquor License Map - 1890 W. Germann Road Suite 1

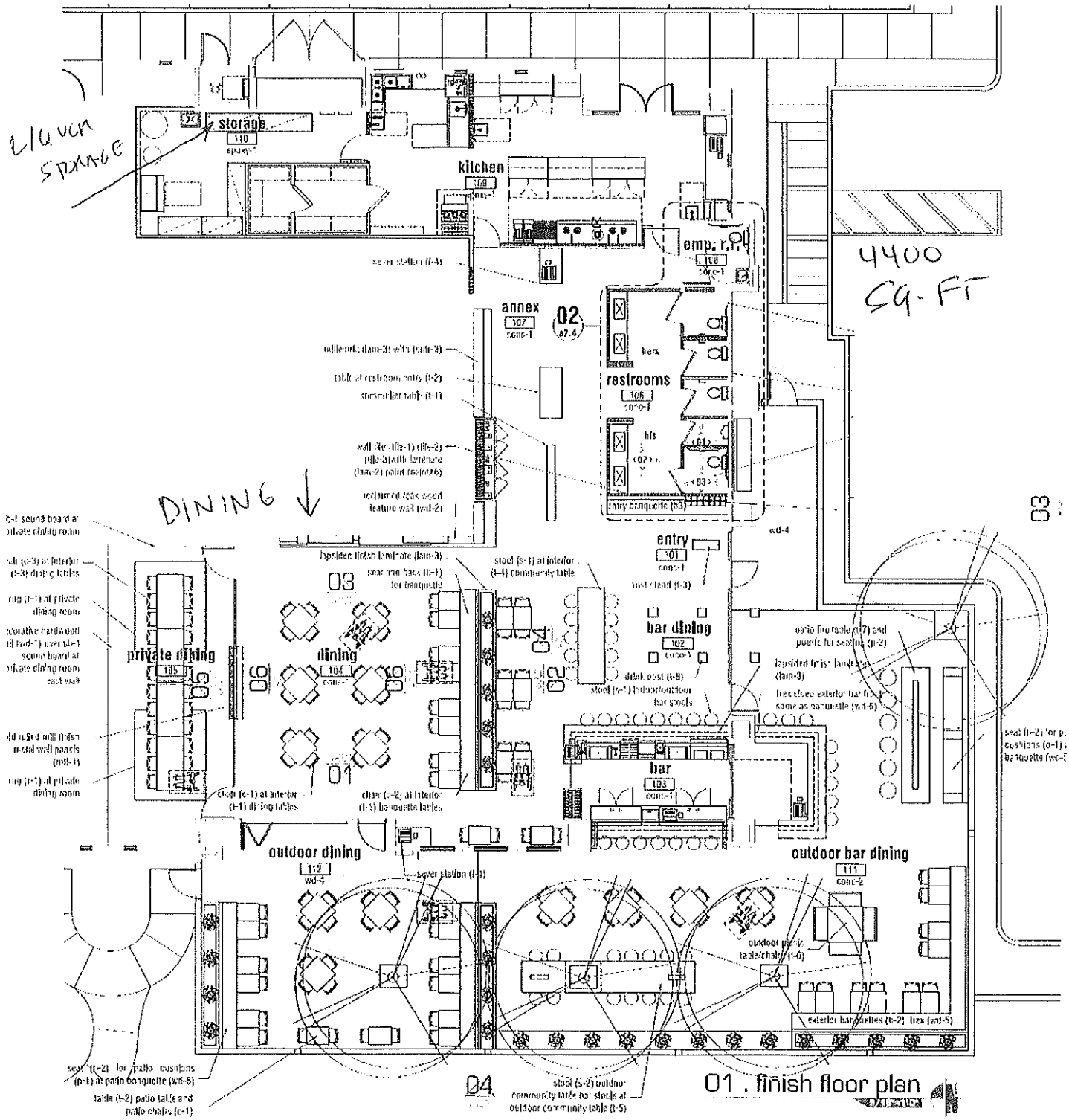
This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additonal information

A The Double Dutch
1 Mr Brews Taphouse
2 Cobblestone Auto Spa & Market
3 Cvs/Pharmacy #5038
4 Fry'S Food & Drug
5 Nandos Mexican Cafe
6 BLD Breakfast Lunch Diner
7 Chevron
8 Pitta Souvli
9 Walgreen Arizona Drug Co
10 Cold Beers & Cheeseburgers
11 Oreganos Pizza Bistro
12 Barros Pizza
13 Tri-City Baptist Church
14 Chandler Presbyterian Church
15 Hope Covenant Church
16 Compass Christian Church
17 Cornerstone Christian Fellowship
18 Church of the Cross
19 Tarwater Elementary School

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 been final closed.

'21 MAR 31 Liq. Lic. PM 4 02



ITEM 19

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 21-050

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Danielle Wells, Revenue and Tax Manager
Subject: License Series 7, Beer and Wine Bar Liquor License application for David Anthony Mahan, Agent, Highgate Concessions Company, LLC, dba Homewood Suites Chandler

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of State Liquor Job No. 131978, a Series 7, Beer and Wine Bar Liquor License, for David Anthony Mahan, Agent, Highgate Concessions Company, LLC, dba Homewood Suites Chandler, located at 7373 W. Detroit Street, and approval of the City of Chandler Series 7, Beer and Wine Bar Liquor License No. 300823 L07.

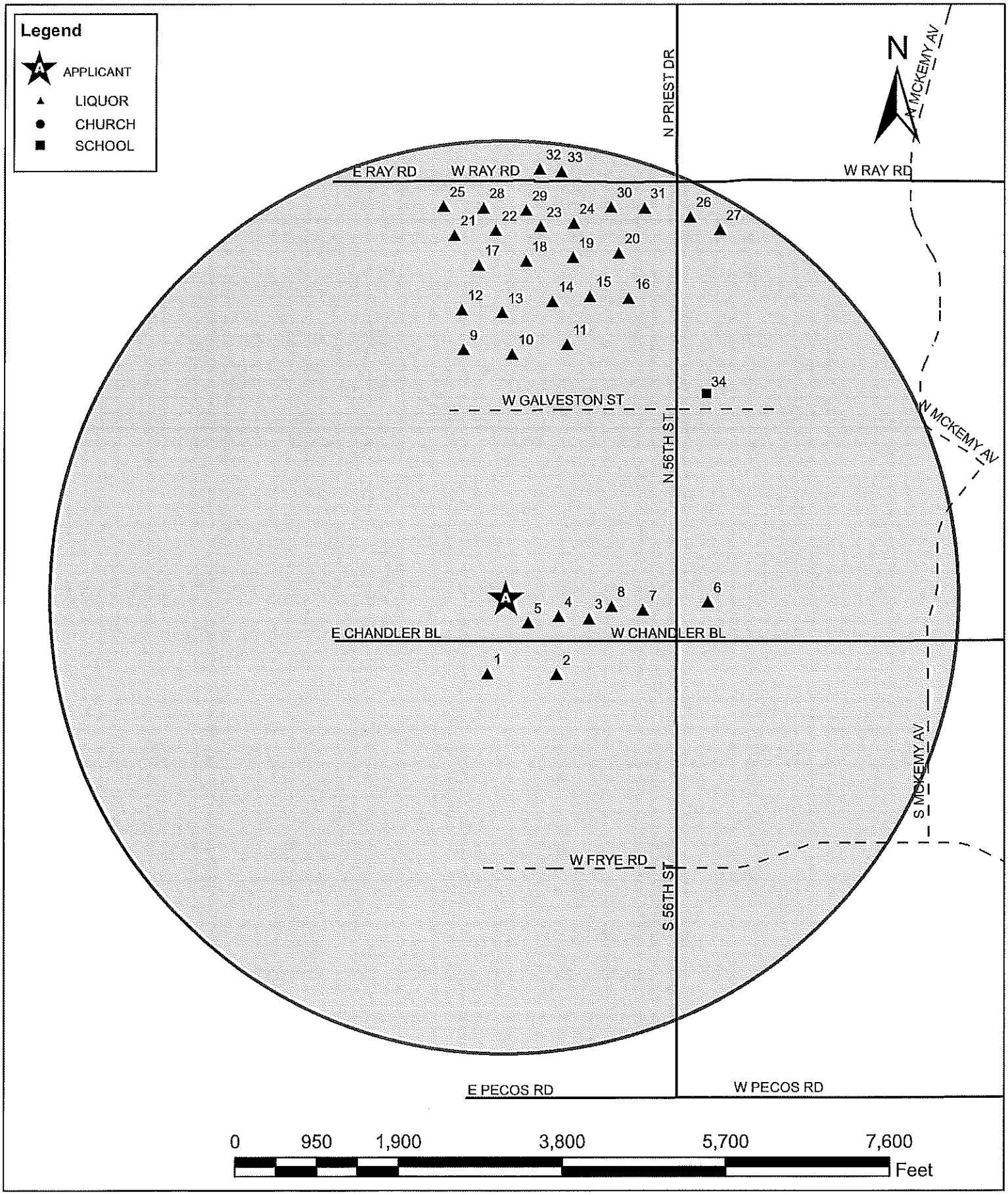
Discussion:

This application for the transfer of a liquor license was posted for hearing on May 13, 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 7, Beer and Wine Bar Liquor License, the business may sell beer and wine only for on- or off-premise consumption.

Attachments

A-Map
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Liquor License Map -7373 W. Detroit Street

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

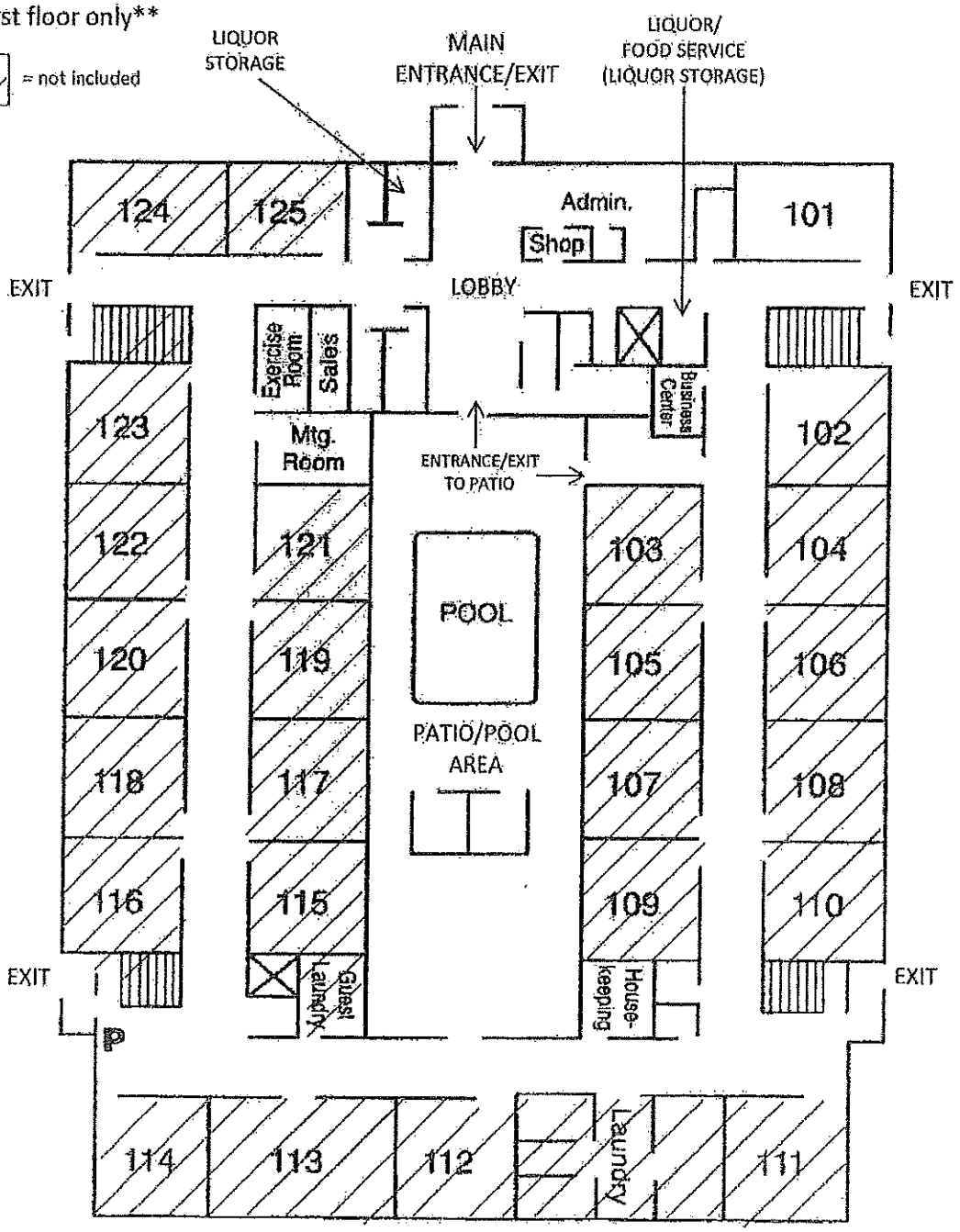
A Homewood Suites Chandler
1 Doubletree By Hilton Phoenix Chandler
2 Circle K Store #5400
3 Cant Stop Smokin Bar B Q
4 Rudys Country Store & Bar-B-Q
5 Copper Still Moonshine Grill
6 Circle K Stores Inc 5032
7 Hawkins Chevron
8 Hob Nob Sports Grill
9 Sam'S Club #6213
10 18 Degrees Express
11 Tokyo Joe'S
12 Galeto Brazilian Steakhouse
13 Cost Plus World Market
14 Az Pho and Grill
15 Chipotle Mexican Grill #0026
16 Pei Wei Fresh Kitchen
17 Zoe'S Kitchen
18 Aj'S Fine Foods #87
19 Venice Nail Lounge
20 Grimaldis Pizzaria
21 Courtyard By Marriott
22 Sonesta Select Phoenix Chandler
23 Smokin Fins
24 Fleming Prime Steakhouse 1302
25 Bisbee Breakfast Club
26 Circle K #5302
27 Makutus Island
28 Z'Tejas Grill
29 Longhorn Steakhouse #5455
30 Roy'S Hawaiian Fusion 2303
31 Buca Di Beppo
32 Red Lobster #6230
33 Sandbar Mexican Grill
34 Valley Christian High School

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 been final closed.

HOMEWOOD SUITES CHANDLER
7373 W DETROIT ST
CHANDLER, AZ 85226
11,200 SF

First floor only

= not included



1st Floor

'21 JAN 22 Liq. Lic. #11104

'21 MAR 23 Liq. Lic. #11121

ITEM 20

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 21-051

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Danielle Wells, Revenue and Tax Manager
Subject: License Series 12, Restaurant Liquor License application for Jose Alfredo Garcia, Agent, Gracilly, LLC, dba Mambo's Dominican Kitchen

---

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of State Liquor Job No. 144295, a Series 12, Restaurant Liquor License, for Jose Alfredo Garcia, Agent, Gracilly, LLC, dba Mambo's Dominican Kitchen, located at 1950 N. Arizona Avenue, Suite 8, and approval of the City of Chandler Series 12, Restaurant Liquor License No. 300866 L12.

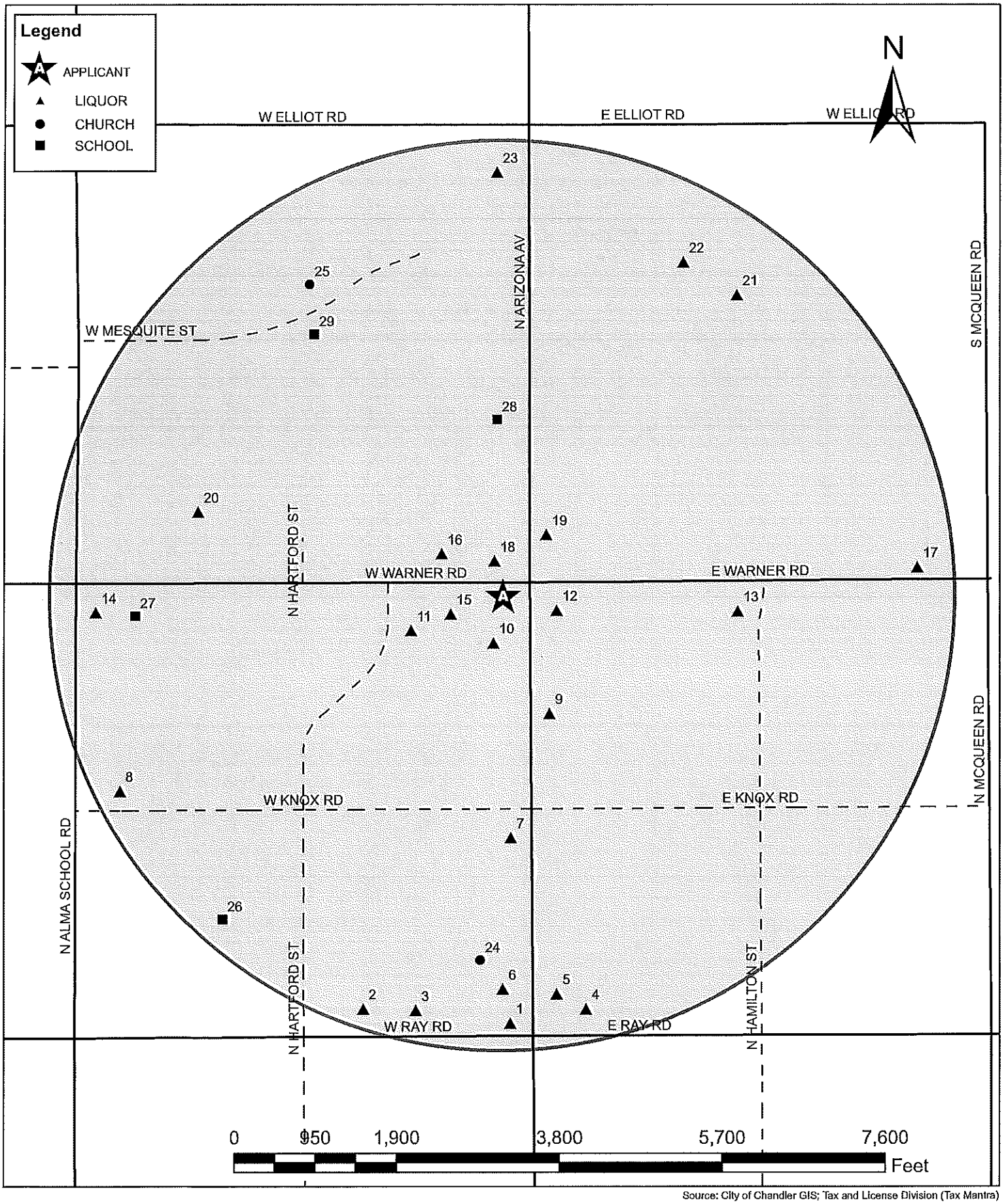
Discussion:

This application for a liquor license was posted for hearing on May 13, 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.

Attachments

A-Map
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Liquor License Map - 1950 N. Arizona Avenue Suite 8

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

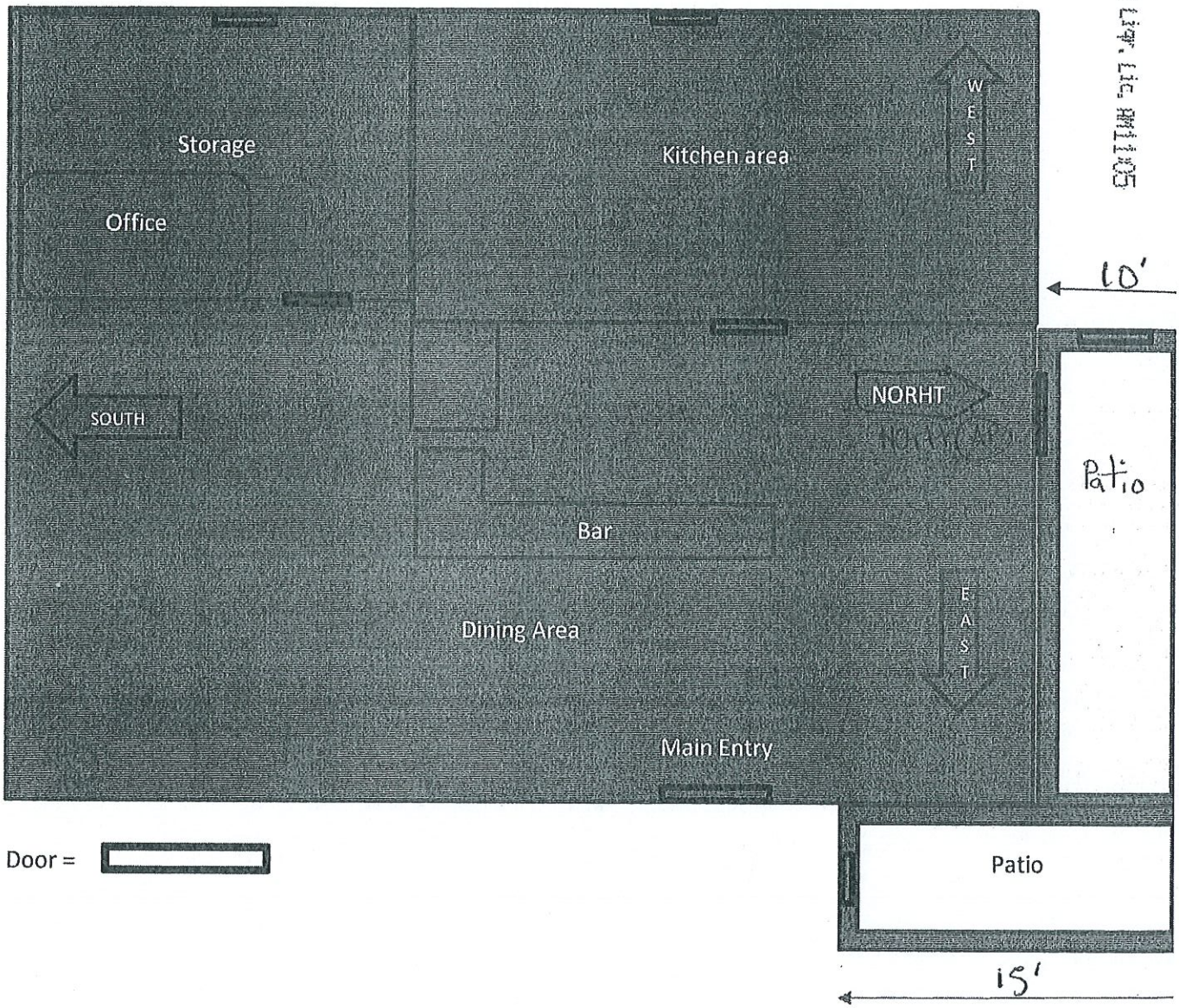
Please refer to attached list for additonal information

A Mambo's Dominican Kitchen
1 Pizza Hut #35851
2 Carniceria El Herradero LLC
3 Dollar General Store #10200
4 Food City #26
5 Family Dollar Store #25024
6 El Rancho Market Of Chandler Inc
7 Pizza On 87
8 Circle K Stores Inc 5973
9 American Way Market Cafe
10 AMF Chandler Lanes
11 Down Time Wines
12 Quiktrip #427
13 San Tan Brewing Company
14 Shell
15 Wild Elk Den
16 Jolie'S Place
17 Zesty Zzeeks Pizza & Wings Iii
18 Tom Ryans Lounge
19 The Reef
20 Wal-Mart Store #1512
21 Hensley Beverage Company
22 Quench Fine Wines
23 Circle K Store 3445
24 Iglesia Biblica Pan de Vida
25 LDS Church
26 Knox Elementary School
27 Chandler Preparatory Academy
28 Providence High School
29 Sirrine Elementary School

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 been final closed.

RESTAURANT MAMBO'S DOMINICAN KITCHEN

'21 MAR 30 Liq. Lic. #1105



CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No.** 2021-030

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Sean Duggan, Police Chief
From: Judy Mandt, Police Planning and Research Analyst
Subject: Resolution No. 5478 Authorizing Intergovernmental Agreements with Chandler Unified School District No. 80, Kyrene School District No. 28, and Mesa Unified School District No. 4 for the Assignment of School Resource Officers to Schools Located Within the Chandler City Limits

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5478 authorizing Intergovernmental Agreements (IGAs) with Chandler Unified School District No. 80, Kyrene School District No. 28, and Mesa Unified School District No. 4 for the assignment of School Resource Officers (SRO) to schools located within the Chandler City limits; authorizing the Mayor to sign the agreements; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with said program.

Background/Discussion:

The City, through the Police Department, has been supporting the SRO needs for schools located within the Chandler city limits for a number of years. The Police Department wishes to continue supporting the SRO needs of these school districts as a service to them and a positive example to the youth of our community. Public middle and high schools within Chandler city limits are covered with SRO service. The Kyrene School District (KSD) has two officers assigned and the Mesa Unified School District (MUSD) has one officer assigned. The Chandler Unified School District (CUSD) has seven officers assigned for the 2020-21 school year and will have eight officers assigned starting with the 2021-22 school year.

Financial Implications:

The Safe Schools Program grant that the various school districts currently receive from the State sets funding allocations for each school for the life of the grant. The grant period is generally three years, and FY 20-21 is year one of the current state grant. Of the 10 current SRO positions within Chandler city limits, six are grant funded up to a certain amount per position. This may result in shortfalls between the allocation and total actual officer cost. Four of CUSD's SRO positions for FY 20-21 are not grant funded and will be split funded with CUSD.

In accordance with the IGAs, the school districts will split the shortfall 50%/50% with the City for FY 20-21. Actual total SRO costs, total school district cost (including grant funds and split funds) and the total City cost of the shortfalls of SRO salary and benefits are listed below by school district:

School	Actual Total SRO	Total School District	Total City

District	Cost	Cost	Cost
CUSD - 7 SROs	$859,872	$608,865	$251,007
KSD - 2 SROs	$209,532	$209,532	$0
MUSD - 1 SRO	$151,328	$145,655	$5,673
Total	$1,220,732	$964,052	$256,680

Attachments

Resolution No. 5478
Copy of IGA with Chandler Unified School District No. 80
Copy of IGA with Kyrene School District No. 28
Copy of IGA with Mesa Unified School District No. 4

RESOLUTION NO. 5478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING INTERGOVERNMENTAL AGREEMENTS (IGA) BETWEEN THE CITY OF CHANDLER AND CHANDLER UNIFIED SCHOOL DISTRICT NO. 80, KYRENE SCHOOL DISTRICT NO. 28, AND MESA UNIFIED SCHOOL DISTRICT NO. 4, FOR THE ASSIGNMENT OF SCHOOL RESOURCE OFFICERS TO THEIR SCHOOL DISTRICTS.

WHEREAS, Chandler Unified School District No. 80 wishes to enter into an IGA with the City for seven School Resource Officers, the Kyrene School District No. 28 wishes to enter into an IGA with the City for two School Resource Officers, and the Mesa Unified School District No. 4 wishes to enter into an IGA with the City for one School Resource Officer; and

WHEREAS, the City of Chandler, through its Police Department, wishes to provide the School Resource Officers requested by the Chandler, Kyrene, and Mesa School Districts;

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

Section I. THAT approval is granted for the Chandler Police Department to provide the School Resource Officers requested by the Chandler, Kyrene, and Mesa School Districts.

Section II. THAT the Mayor or designee is authorized to sign the IGA and any Amendments and that the Chief of Police is appointed agent for the City of Chandler, to administer, execute and submit all documents and any other necessary instruments in connection with said programs.

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. 5478 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of May, 2021.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE CHANDLER UNIFIED SCHOOL DISTRICT NO. 80

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of _____, 20__, between the City of Chandler, Arizona, a municipal corporation, herein referred to as ("City"), and the Chandler Unified School District No. 80, a political subdivision of the State of Arizona, herein referred to as the (" District"), to provide for the assignment of seven School Resource Officers (SROs) on the terms and conditions herein stated. (City and District are referred to herein individually as a "Party" and collectively as the "Parties".)

WITNESSETH:

WHEREAS, the governing bodies of the City and the District are mutually interested in providing law enforcement education and security to school campuses; and

WHEREAS, the City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to provide SRO services during the 2020-2023 school years; and

WHEREAS, the District has funding through a grant ("Grant") from the Arizona Department of Education School Safety Program ("Program") to fund three SROs to be assigned to Hamilton High School, Bogle Junior High School and Willis Junior High School ("Grant SROs") for the 2020-2023 school years; and

WHEREAS, the District, outside of the Grant, further desires to contract for four additional SROs to be assigned to Chandler High School, Basha High School, Andersen Junior High School and Santan Junior High School ("Non-Grant SROs"); and

WHEREAS, the City is authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers pursuant to A.R.S. § 11- 951, et seq.; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to A.R.S. §§ 15-342 and A.R.S. § 11-951, et seq.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained in this Agreement and other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and the District do now agree to cooperate with each other in carrying out the above purposes, according to the School Safety Program Guidelines and to that end to agree as follows:

1. **THE CITY AGREES:**

(a) For the 2020-23 school years , to assign a total of seven police officers who will act as School Resource Officers at District schools, as follows:

1 . Grant SROs: There will be three SROs, funded by the Grant, who shall be assigned to Hamilton High School, Bogle Junior High and Willis Junior High School.

2. Non- Grant SROs: There shall be four SROs partially funded by the District outside of the Grant, who shall be assigned to Chandler High School, Basha High School, Andersen Junior High School and Santan Junior High.

(b) The SROs are not District employees and are employees of the City and are under the operational control of the Chandler Police Department according to Chandler Police General Orders.

(c) The SROs shall fulfill their duties as sworn law enforcement officers for the State of Arizona.

(d) The SROs shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department, the Chandler School District and the Arizona Department of Education (as it pertains to grant funding).

(e) The SROs shall be insured under the City of Chandler liability insurance and workman's compensation insurance.

(f) The SRO's supervisor shall solicit input from the school's administrator concerning the SRO's performance evaluation.

(g) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District.

(h) The City agrees to involve the District in the screening of officers for SRO positions. This process will include allowing a District representative to be on the initial selection committee.

(i) The SROs shall comply with District policies and expectations as to interviews with students. District or school administration shall inform SROs of the District policies and expectations.

(j) If the District is unable to fund this program in the future, the Chandler Police Department will evaluate its resources and determine if the program is eligible for funding.

2. **THE DISTRICT AGREES:**

(a) Effective July 1, 2020, for fiscal year 2020-2021 to pay the Chandler

Police Department $608,865.00 towards the partial cost of salary, benefits, and equipment for three grant-funded and four non-grant-funded School Resource Officers. The total actual salary and benefits amount for all seven officers is $859,872.00. It is estimated that the "Safe Schools Program" grant will fund $357,859.00 and the District will fund fifty percent of the difference between grant and actual SRO salary and benefits totaling $251,006.00 for a total payment of $608,865.00. The City will cover the additional fifty percent of the costs.

(b) The District shall provide buildings, facilities and related equipment necessary for program implementation.

(c) The SROs shall be under the operational control of the Chandler Police Department according to Chandler Police General Orders.

(d) The SROs shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department, the Chandler School District and the Arizona Department of Education.

(e) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District (as it pertains to grant funding).

(f) No district or site administrator shall interfere with the duties of the SRO as a sworn law enforcement officer.

(g) If the program is successful, the District will do everything possible to make the School Resource Officers and the accompanying law enforcement education a permanent part of the school curriculum when grant funding is no longer available.

3. **THE ROLE OF A SCHOOL RESOURCE OFFICER:**

The successful implementation and continuation of the SRO program is primarily dependent on the performance and realization of the SRO's various roles. The SRO serves as a Mentor/Role Model, Teacher/Educator, Liaison and Law Enforcement Officer.

A. Mentor or "Role Model":

1. Prevention is the center or focus of the program. It is essential for an SRO to be a positive role model **at all times**. Because the SRO is constantly in view of students, he or she has the unique opportunity to form lasting impressions and attitudes with an emphasis on building positive relationships.

2. The SRO shall set an example by positively modeling how to handle stress, resolve conflicts, and celebrate successes.

3. The SRO shall encourage responsibility by helping students think through options and consequences of decisions.

4. The SRO shall foster positive relationships with all students and school community members in a manner that promotes a positive image of law enforcement.

5. The SRO shall serve as a protective factor for students by conducting themselves as a neutral approachable adult, positive representative of authority, and community resource member.

B. Teacher or Educator:

1. "Law Related Education" (LRE) is designed to teach students the fundamental principles and skills needed to be responsible members of the community and participants in democracy.

2. The SRO provides the school with an additional educational resource by sharing their expertise in the classroom and provide evidence-based curriculum, consistent with Arizona Department of Education academic standards.

3. The instruction should impact a priority focus, identified through a needs assessment, targeted or designed to deal with certain issues or problems facing the school, staff, and/or students.

4. The SRO will participate in needs assessments facilitated by school administration within an identified multidisciplinary safety team.

C. Liaison:

1. The central principle of "*Community Policing*" and the "*SRO Program*" involves the creation of partnerships between law enforcement and members of the community.

2. The SRO will be expected to serve as a liaison between the students, the school administration and the Chandler Police Department.

D. Law Enforcement Officer:

1. When necessary the SRO has the authority to intervene as a law-enforcement officer. Once order is restored, the SRO's other roles

as a mentor and educator are the more typical day to day responsibilities.

2. The SRO collaborates with school personnel on school-wide safety strategies (e.g. staff trainings, emergency response planning, needs assessments, and prevention programs).

3. The SRO's role as a Law Enforcement Officer should not be used for intimidation or as part of the disciplinary process.

4. When enforcement action is taken, the SRO will consider Procedural Justice Principals and the importance of positive preventative follow up relationship building after an event for all parties involved.

4. DUTIES AND RESPONSIBILITIES:

The SRO's duties and responsibilities include, but are not limited to, the following:

A. LAW ENFORCEMENT

1. The SRO is first and foremost a law enforcement officer. As a law enforcement officer, the SRO will act as a deterrent to crime both on the school campus and in the surrounding community by uniformed presence and the development of positive relationships with students, faculty, and community members.

2. SROs will perform police duties as assigned by the City and specified in policy, while attempting to ensure that such activities do not dramatically interfere with school operations and student curriculum schedules.

3. The SRO may encourage students to follow school policy. The SRO shall not replace a staff member in enforcing school policies. The SRO will **NOT** act as a school disciplinarian. Disciplining students is a school responsibility. However, if the principal/school administration believes that an incident is a violation of the law, they may contact the SRO and request assistance. The SRO will then determine whether law enforcement action is appropriate.

4. District and/or other school personnel will not interfere with the law enforcement duties and responsibilities of the SRO. This does not preclude the principal and/or other school administrative staff from contacting the SRO for assistance relating to law enforcement matters. However, the SRO will make the final determination whether law enforcement action is appropriate.

5. If law enforcement action is taken, the SRO should make the school administration aware of the action as soon as practical.

6. At the Principal's request, the SRO will take appropriate law enforcement action against intruders and unwanted guests who may appear at the school, and related school functions, to the extent that the SRO may do so under the authority of the law.

7. The SRO will not use a personal vehicle for any law enforcement duties. This does not preclude the use of a personal vehicle for transportation to and from a duty assignment or location.

8. School officials will follow procedures established by State law for reporting crimes and/or threats to law enforcement personnel *(A.R.S. §§ 13-2911 and 15-341)*.

9. The SRO's police duties also include, but are not limited to, the following:

    a. Protect the school, staff, and students from violations of the law.

    b. Investigate crimes or other school related incidents that originate on their assigned school campus, making arrests when appropriate.

        1) If an incident occurs off campus, involving students from the campus served by the SRO, the SRO may become involved if necessary, but will normally allow the local jurisdiction to take disposition. If the incident is investigated by an outside agency, the SRO shall request copies of the documentation.

    c. When appropriate, make necessary notifications to other agencies (DCS, probation, other police jurisdictions, etc.).

    d. Assist school officials in the enforcement of the truancy laws but shall not replace district or site truancy personnel.

    e. Maintain peace and order within the school and surrounding community.

    f. Gather information regarding potential problems (such as criminal activity, gang activity, student unrest, etc.), and attempt to identify particular individuals who may be a disruptive influence to the school

and/or students.

g. Collection of information:

1) Monthly statistics/activity log (SRO monthly stat-form)

2) Gang/group activity and identification (intelligence files)

3) Crimes, investigations and arrests

B. SCHOOL SAFETY AND SECURITY

1. The SRO will assist administrators in formulating plans and strategies to prevent and/or minimize dangerous situations which might occur on campus.

2. The SRO will work closely with the school administration to assist in continual improvement of the School Safety Response Plan.

3. Effective school safety planning should begin with a site assessment or a review of the physical facilities from the standpoint of preventing crime through environmental design. The site assessment should identify key issues, concerns, or problems faced by the school. The site or safety assessment shall be conducted **annually at a minimum**.

4. The site assessment should include a review of the following:

a. Floor plan of the school buildings

b. A site plan showing the campus boundaries and access points

c. Current crime prevention efforts

d. Current crisis prevention and response plans

e. Student discipline problems

f. Student activities and extracurricular programs

g. Health and medical services provided on campus

h. Nearest emergency medical facility serving the geographical area of the school

i. Recent crimes or "calls for service" generated from the

school

j. Past crime or activity reports

k. Known safety or security concerns of the staff and students

5. The development of specific plans or procedures will depend primarily on the needs of the school. However, the following is a list of basic plans or ideas that may be implemented:

a. Crisis prevention and response plans

1) Step-by-step procedures for potential crisis or emergency situations

2) Evacuation or Lockdown procedures

a) Staff classroom coverage

b) Student accounting

3) Emergency kits

4) Backup and emergency communications

b. Uniform procedures to screen and monitor campus visitors and potential intruders

c. "Silent witness" program

d. Uniform procedures for the detection and/or collection of weapons by the SRO

6. The SRO will coordinate their activities with the Principal (or appropriate faculty members) and will seek permission, guidance, and/or advice **prior** to enacting any programs or plans within the school.

C. EDUCATION:

The SRO will act as a resource, consultant, and/or adjunct presenter to both the staff and students in areas of Law Related Education (LRE).

1. Student Education:

a. At the school's request, the SRO may provide instruction and other information to students concerning law related topics.

b. Methods of instruction may include:

1) Classroom instruction

2) Outside class activities

3) Individual/Group discussions

4) Question/Answer sessions. Evidence based interactive teaching strategies, as identified through the Arizona School Safety Program.

c. Suggested topics may include: conflict resolution, general law enforcement information (search and seizure, criminal law, juvenile law and procedures, shoplifting/theft, etc.), driver education (traffic law, DUI awareness, mock accident investigations, bicycle safety, etc.), family violence, relationships and interpersonal communications, drug/alcohol education, justice system/mock trials, citizenship and other LRE approved programs.

2. Admin/Staff Education:

a. In-service training may include the following:

1) Drug and alcohol awareness (recognizing the signs and symptoms in students)

2) Gang awareness and education

3) Student and staff safety issues

4) Violence prevention

3. Other Education:

a. Intervention activities

b. Prevention programs

c. Community outreach

4. Development of LRE lessons, educational material, and prevention programs:

a. The SRO should participate in existing educational and prevention programs, while attempting to develop or implement other worthwhile programs as the need arises.

b. The SRO will coordinate their activities with the Principal (or appropriate faculty members), and will seek permission, guidance, and/or advice **prior** to enacting any programs or presenting any new material within the school.

D. OTHER DUTIES:

1. The SRO shall perform such other duties as mutually agreed upon by the Principal, or designee, the SRO, and the SRO's immediate supervisor (when appropriate). These duties shall be performed so long as the performance of such duties is legitimately and reasonably related to the SRO program as described in this agreement, District policy, CPD General Orders and/or within applicable state and federal laws.

5. INFORMATION SHARING:

A. The Family Education Rights Act of 1974 (FERPA) has established procedures for the release of student records and information sharing.

B. Rights under FERPA do not apply to records maintained by a school's law enforcement unit (SRO). However, for a record to be exempt, the law enforcement unit (SRO) must create it for the purpose of law enforcement.

1. Other records may not be included (i.e. discipline records, health records, etc.).

2. Records must be kept separate from student educational records.

3. The records may only be used for law enforcement purposes.

C. The school may furnish educational records to the SRO under appropriate circumstances. However, those records, and personally identifiable information contained therein, do not lose their status as educational records and remain subject to FERPA, including the disclosure provisions, while in the possession of law enforcement (SRO).

D. In accordance with the policies and directives set forth by the Chandler Police Department, the SRO will convey information relevant to the well-being of the School, District, students, staff, etc. In turn, to the extent permitted by FERPA, the District or School will convey relevant information necessary for the SRO to perform his/her assigned duties.

E. Some or all the schools where SROs are assigned have security cameras on the campuses. SROs shall have access to the video from

those cameras for legitimate law enforcement or District purposes.

F. If the SROs are equipped with and use body-worn cameras (BWCs), the BWCs shall only be activated when the SRO is involved in law enforcement action, or when otherwise determined necessary by the SRO. In their use of BWCs, the SROs shall comply with all Arizona laws and Chandler Police Department policies. All footage resulting from the SROs use of BWC is the property of the Chandler Police Department, and shall not be maintained by the District.

G. SROs have access to the District School Information System, Infinite Campus. SROs shall access Infinite Campus only as to students at the school to which they are assigned, and only for purposes related to their role as an SRO to the extent permitted by FERPA.

6. GRANT MANAGEMENT:

A. All funds, or grant money, shall be managed and dispersed by the Chandler Unified School District.

B. Finance and Budget:

1. As supported by the Grant documents, the Chandler Unified School District has been awarded $416,170.00 to fund the "Safe Schools Program" for the 2020-2021 school years. The grant monies are budgeted and are to be expended as follows:

Professional Services:	$415,870.00
Supplies:	$300.00

2. The District shall pay the City the agreed upon amount listed above on or before May 1st of each fiscal year that this Agreement is effective.

C. Unauthorized Expenses:

1. The District shall expend funds only for the purpose and uses specified in the approved plan and/or budget. The District agrees to reimburse the Arizona Department of Education for any unauthorized expenditures, which are not in compliance with the approved plan and/or budget. Funds shall not be used to pay District administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use.

D. Fund Accounting:

1. As the submitting agency, the District agrees to comply with the financial and administrative requirements as set forth by the Arizona Department of Education. Further, the District agrees that it will use the current version of the Uniform System of Financial Records for fiscal control and fund accounting procedures, and that it will maintain appropriate documentation for audit and monitoring purposes.

2. Funds distributed to the District shall be handled and accounted for in accordance with the regular operating procedures established by the District. Any interest earned on these monies must be returned to the Arizona Department of Education.

3. Funds unencumbered or unexpended by the by end of fiscal year, shall be transmitted to the District for reversion no later than September 30th of that year.

4. In the event that this Agreement is terminated prior to the end of the fiscal year, all unexpended funds in the possession of the District shall be returned to the Arizona Department of Education within thirty (30) days of such termination.

7. **GENERAL PROVISIONS:**

A. Indemnification.

1. To the extent permitted by law, each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party, its officers, employees, contractors, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this agreement which, are the result of any act or omission of the party, its officers, employees, contractors, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this agreement.

2. Failure of either party to comply with the terms of this Agreement shall not provide the basis of any third party action against the District or the City.

3. For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the party who is his or her primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable

for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

B. Amendment. This Agreement may be modified in writing at any time by mutual agreement of the parties hereto.

C. Budget. Each party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken pursuant to this Agreement.

D. Non-Discrimination. The parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 2009-09, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. Neither party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

E. Conflict of Interest. Each party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511 as amended.

F. 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.

G. Notice. Any notice required or permitted under the terms of this Agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To The District:
Chandler Unified School District No. 80
1525 West Frye Road
Chandler, AZ 85224
ATTN: Superintendent

To the City:

City of Chandler
Police Department
250 E. Chicago Street
Chandler, Arizona 85225
ATTN: Police Chief

Any notice given by certified mail shall be deemed to have been received by the other party one day after the date of mailing.

H. Governing Law. This Agreement shall be governed by the laws of the State of Arizona. In event of any litigation or arbitration arising out of this Agreement, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its reasonable attorney's fees, expert witness fees and other costs of litigation.

I. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

J. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation. This Agreement may be executed in counterparts, and which together constitute a single instrument.

K. Duration/Termination. The term of this Agreement is for a three (3) year period commencing on July 1, 2020 and terminating on June 30, 2023. Funding and staffing Amendments to the original agreement authorized by the City may be approved administratively by the Chandler City Manager or Police Chief (as the designee) if said Amendment does not exceed ten percent of the original contract or immediately preceding contract year. All other Amendments by the City shall be approved by the City Council. All Amendments to this Agreement must be approved by the District's Governing Board. The District may terminate this Agreement annually if the District Governing Board determines not to fund the services provided hereunder. Such determination shall be provided to the City by written notice no later than ninety (90) days prior to the end of each fiscal year. In addition, either party may notify the other party of its intent to terminate the Agreement no later than 90 days prior to the Agreement's termination date. This Agreement shall also terminate automatically in the event funding is no longer available for the program

described in this Agreement.

L. E-Verify. Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (Employment Verification Program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination. Failure to comply shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement.

M. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation.

8. **IMMIGRATION LAW COMPLIANCE:**

A. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.

C. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.

D. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other party in regard to any random verification performed.

E. A party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

F. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF CHANDLER:

ATTEST:

MAYOR

CITY CLERK

CHANDLER SCHOOL DISTRICT:

ATTEST:

Dr. Camille Casteel, Superintendent

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Chandler Unified School District No. 80 and declare this Agreement to be in proper form and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

Dated this ___day of_____, 2021.

Chandler City Attorney

APPROVAL OF ATTORNEY FOR CHANDLER SCHOOL DISTRICT

I have reviewed the above referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Chandler Unified School District No. 80 and declare this Agreement to be in proper form and within the powers and authority granted to the Chandler School District under the laws of the State of Arizona.

Dated this 5th day of April, 2021.

Attorney for Chandler School District

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of _____, 20____, between the City of Chandler, Arizona, a municipal corporation, herein referred to as ("City"), and the Kyrene Elementary School District No. 28, a political subdivision of the State of Arizona, herein referred to as the ("District"), to provide for the assignment of two School Resource Officers (SROs) on the terms and conditions herein stated. (City and District are referred to herein individually as a "Party" and collectively as the "Parties.")

WITNESSETH:

WHEREAS, the governing bodies of the City and District are mutually interested in providing law enforcement education and security to school campuses; and

WHEREAS, the City and District desire to enter into an agreement whereby the City will provide sworn, certified police officers to provide SRO services during the 2020-2023 school years; and

WHEREAS, the District has funding through a grant ("Grant") from the Arizona Department of Education School Safety Program ("Program") to fund the two SROs to be assigned to Aprende and Pueblo Middle Schools; and

WHEREAS, the City is authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers pursuant to A.R.S. § 11-951, et seq.; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to A.R.S. §§ 15-342 and A.R.S. §§ 11-951, et. seq.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained in this Agreement and other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and the District do now agree to cooperate with each other in carrying out the above purposes, according to the School Safety Program Guidelines and to that end agree as follows:

1. <u>THE CITY AGREES</u>:

(a) For the 2020-2023 school years, to assign a total of two police officers who will act as School Resource Officers at District Schools as follows:

1. There will be two SROs assigned to Aprende and Pueblo Middle Schools.

(b) The SROs are not District employees and are employees of the City and are under the operational control of the Chandler Police Department according to Chandler Police General Orders.

(c) The SROs shall fulfill their duties as sworn law enforcement officers for the State of Arizona.

(d) The SROs shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department and the Kyrene School District and the Arizona Department of Education (as it pertains to grant funding).

(e) The SROs shall be insured under the City of Chandler liability insurance and worker's compensation insurance.

(f) The SRO's supervisor shall solicit input from the school's administrator concerning the SRO's performance evaluation.

(g) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District.

(h) The City agrees to involve the District in the screening of officers for SRO positions. This process will include allowing a District representative to be on the initial selection committee.

(i) The SROs shall comply with District policies and expectations as to interviews with students. District or school administration shall inform SROs of the District policies and expectations.

(j) If the District is unable to fund this program in the future, the Chandler Police Department will evaluate its resources and determine if the program is eligible for funding.

2. <u>THE DISTRICT AGREES</u>:

(a) Effective July 1, 2020, for fiscal year 2020-2021 to pay the Chandler Police Department $209,532.00 towards the partial cost of salary, benefits, and equipment for two grant-funded School Resource Officers. The total actual salary and benefits amount for both officers is $209,532.00. It is estimated that the "Safe Schools Program" grant will fund $209,532.00 and the District will fund fifty percent of the difference between grant and actual SRO salary

and benefits totaling $0.00 for a total payment of $209,532.00. The City will cover the additional fifty percent of the costs.

(b) The District shall provide buildings, facilities and related equipment necessary for program implementation.

(c) The SROs shall be under the operational control of the Chandler Police Department according to Chandler Police General Orders.

(d) The SROs shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department, the Kyrene School District and the Arizona Department of Education.

(e) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District (as it pertains to grant funding).

(f) No district or site administrator shall interfere with the duties of the SRO as a sworn law enforcement officer.

(g) If the program is successful, the District will do everything possible to make the School Resource Officers and the accompanying law enforcement education a permanent part of the school curriculum in the event grant funding is no longer available.

3. THE ROLE OF A SCHOOL RESOURCE OFFICER:

The successful implementation and continuation of the SRO program is primarily dependent on the performance and realization of the SRO's various roles. The SRO serves as a Mentor/Role Model, Teacher/Educator, Liaison and Law Enforcement Officer.

A. Mentor or "Role Model":

1. Prevention is the center or focus of the program. It is essential for an SRO to be a positive role model **at all times**. Because the SRO is constantly in view of students, her or she has the unique opportunity to form lasting impressions and attitudes with an emphasis on building positive relationships.

2. The SRO shall set an example by positively modeling how to handle stress, resolve conflicts, and celebrate successes.

3. The SRO shall encourage responsibility by helping students think through options and consequences of decisions.

4. The SRO shall foster positive relationships with all students and school community members in a manner that promotes a positive image of law enforcement.

5. The SRO shall serve as a protective factor for students by conducting themselves as a neutral approachable adult, positive representative of authority, and community resource member.

B. Teacher or Educator:

1. "Law Related Education" (LRE) is designed to teach students the fundamental principles and skills needed to be responsible members of the community and participants in democracy.

2. The SRO provides the school with an additional educational resource by sharing their expertise in the classroom and provide evidence-based curriculum, consistent with Arizona Department of Education academic standards.

3. The instruction should impact a priority focus, identified through a needs assessment, targeted or designed to deal with certain issues or problems facing the school, staff, and/or students.

4. The SRO will participate in needs assessments facilitated by school administration within an identified multidisciplinary safety team.

C. Liaison:

1. The central principle of "*Community Policing*" and the "*SRO Program*" involves the creation of partnerships between law enforcement and members of the community.

2. The SRO will be expected to serve as a liaison between the students, the school administration, and the Chandler Police Department.

D. Law Enforcement Officer:

1. When necessary the SRO has the authority to intervene as a law-enforcement officer. Once order is restored, the SRO's other roles as a mentor and educator are the more typical day to day responsibilities.

2. The SRO collaborates with school personnel on school-wide safety strategies (e.g. staff trainings, emergency response planning, needs assessments, and prevention programs).

3. The SRO's role as a Law Enforcement Officer should not be used for intimidation or as part of the disciplinary process.

4. When enforcement action is taken, the SRO will consider Procedural Justice Principals and the importance of positive preventative follow up relationship building after an event for all parties involved.

4. DUTIES AND RESPONSIBILITIES:

The SRO's duties and responsibilities include, but are not limited to, the following:

A. LAW ENFORCEMENT

1. The SRO is first and foremost a law enforcement officer. As a law enforcement officer, the SRO will act as a deterrent to crime both on the school campus and in the surrounding community by uniformed presence, and the development of positive relationships with students, faculty, and community members.

2. SROs will perform police duties as assigned by the City and specified in policy, while attempting to ensure that such activities do not dramatically interfere with school operations and student curriculum schedules.

3. The SRO may encourage students to follow school policy. The SRO shall not replace a staff member in enforcing school policies. The SRO will **NOT** act as a school disciplinarian. Disciplining students is a school responsibility. However, if the principal/school administration believes that an incident is a violation of the law, they may contact the SRO and request assistance. The SRO will then determine whether law enforcement action is appropriate.

4. District and/or other school personnel will not interfere with the law enforcement duties and responsibilities of the SRO. This does not preclude the principal and/or other school administrative staff from

contacting the SRO for assistance relating to law enforcement matters. However, the SRO will make the final determination whether law enforcement action is appropriate.

5. If law enforcement action is taken, the SRO should make the school administration aware of the action as soon as practical.

6. At the Principal's request, the SRO will take appropriate law enforcement action against intruders and unwanted guests who may appear at the school, and related school functions, to the extent that the SRO may do so under the authority of the law.

7. The SRO will not use a personal vehicle for any law enforcement duties. This does not preclude the use of a personal vehicle for transportation to and from a duty assignment or location.

8. School officials will follow procedures established by State law for reporting crimes and/or threats to law enforcement personnel *(A.R.S. §§ 13-2911 and 15-341)*.

9. The SRO's police duties also include, but are not limited to, the following:

    a. Protect the school, staff, and students from violations of the law.

    b. Investigate crimes or other school related incidents that originate on their assigned school campus, making arrests when appropriate.

        1) If an incident occurs off campus, involving students from the campus served by the SRO, the SRO may become involved if necessary, but will normally allow the local jurisdiction to take disposition. If the incident is investigated by an outside agency, the SRO shall request copies of the documentation.

    c. When appropriate, make necessary notifications to other agencies (DCS, probation, other police jurisdictions, etc.)

    d. Assist school officials in the enforcement of the truancy laws but shall not replace district or site truancy personnel.

e. Maintain peace and order within the school and surrounding community.

f. Gather information regarding potential problems (such as criminal activity, gang activity, student unrest, etc.), and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.

g. Collection of information:

1) Monthly statistics/activity log (SRO monthly stat-form)

2) Gang/group activity and identification (intelligence files)

3) Crimes, investigations, and arrests

B. SCHOOL SAFETY AND SECURITY

1. The SRO will assist administrators in formulating plans and strategies to prevent and/or minimize dangerous situations which might occur on campus.

2. The SRO will work closely with the school administration to assist in continual improvement of the School Safety Response Plan.

3. Effective school safety planning should begin with a site assessment or a review of the physical facilities from the standpoint of preventing crime though environmental design. The site assessment should identify key issues, concerns, or problems faced by the school. The site or safety assessment shall be conducted **annually at a minimum**.

4. The site assessment should include a review of the following:

a. Floor plan of the school buildings

b. A site plan showing the campus boundaries and access points

c. Current crime prevention efforts

d. Current crisis prevention and response plans

e. Student discipline problems

f. Student activities and extracurricular programs

g. Health and medical services provided on campus

h. Nearest emergency medical facility serving the geographical area of the school

i. Recent crimes or “calls for service” generated from the school

j. Past crime or activity reports

k. Known safety or security concerns of the staff and students

5. The development of specific plans or procedures will depend primarily on the needs of the school. However, the following is a list of basic plans or ideas that may be implemented:

a. Crisis prevention and response plans.

1) Step-by-step procedures for potential crisis or emergency situations

2) Evacuation or Lockdown procedures

a) Staff classroom coverage

b) Student accounting

3) Emergency kits

4) Backup and emergency communications

b. Uniform procedures to screen and monitor campus visitors and potential intruders

c. “Silent witness” program

d. Uniform procedures for the detection and/or collection of weaponsby the SRO

6. The SRO will coordinate their activities with the Principal (or appropriate faculty members), and will seek permission, guidance,

and/or advice **prior** to enacting any programs or plans within the school.

C. EDUCATION:

The SRO will act as a resource, consultant, and/or adjunct presenter to both the staff and students in areas of Law Related Education (LRE).

1. Student Education:

a. At the school's request, the SRO may provide instruction and other information to students concerning law related topics.

b. Methods of instruction may include:

1) Classroom instruction

2) Outside class activities

3) Individual/Group discussions

4) Question/Answer sessions. Evidence based interactive teaching strategies, as identified through the Arizona School Safety Program.

c. Suggested topics may include: conflict resolution, general law enforcement information (search and seizure, criminal law, juvenile law and procedures, shoplifting/theft, etc.), driver education (traffic law, DUI awareness, mock accident investigations, bicycle safety, etc.), family violence, relationships and interpersonal communications, drug/alcohol education, justice system/mock trials, citizenship and other LRE approved programs.

2. Admin/Staff Education

a. In-service training may include the following:

1) Drug and alcohol awareness (recognizing the signs and symptoms in students)

2) Gang awareness and education

3) Student and staff safety issues

4) Violence prevention

3. Other Education

a. Intervention activities

b. Prevention programs

c. Community outreach

4. Development of LRE lessons, educational material, and prevention programs:

a. The SRO should participate in existing educational and prevention programs, while attempting to develop or implement other worthwhile programs as the need arises.

b. The SRO will coordinate their activities with the Principal (or appropriate faculty members), and will seek permission, guidance, and/or advice **prior** to enacting any programs or presenting any new material within the school.

D. OTHER DUTIES

1. The SRO shall perform such other duties as mutually agreed upon by the principal, or designee, the SRO, and the SRO's immediate supervisor (when appropriate). These duties shall be performed so long as the performance of such duties is legitimately and reasonably related to the SRO program as described in this agreement, District policy, CPD General Orders and/or within applicable state and federal laws.

5. INFORMATION SHARING:

A. The Family Education Rights Act of 1974 (FERPA) has established procedures for the release of student records and information sharing.

B. Rights under FERPA do not apply to records maintained by a school's law enforcement unit (SRO). However, for a record to be exempt, the law enforcement unit (SRO) must create it for the purpose of law enforcement.

1. Other records may not be included (i.e. discipline records, health records, etc.).

2. Records must be kept separate from student educational records.

3. The records may only be used for law enforcement purposes.

C. The school may furnish educational records to the SRO under appropriate circumstances. However, those records, and personally identifiable information contained therein, do not lose their status as educational records and remain subject to FERPA, including the disclosure provisions, while in the possession of law enforcement (SRO) .

D. In accordance with the policies and directives set forth by the Chandler Police Department, the SRO will convey information relevant to the well being of the School, District, students, staff, etc. In turn, the District or School will convey relevant information necessary for the SRO to perform his/her assigned duties.

E. Some or all the schools where SROs are assigned have security cameras on the campuses. SROs shall have access to the video from those cameras for legitimate law enforcement or District purposes.

F. If the SROs are equipped with and use body-worn cameras (BWCs), the BWCs shall only be activated when the SRO is involved in law enforcement action, or when otherwise determined necessary by the SRO. In their use of BWCs, the SROs shall comply with all Arizona laws and Chandler Police Department policies. All footage resulting from the SROs use of BWC is the property of the Chandler Police Department, and shall not be maintained by the District.

G. SROs have access to the District School Information System, ParentVue. SROs shall access ParentVue only as to students at the school to which they are assigned, and only for purposes related to their role as an SRO.

6. GRANT MANAGEMENT:

A. All funds, or grant money, shall be managed and disbursed by the Kyrene Elementary School District.

B. Finance and Budget

1. As supported by the Grant documents, the Kyrene Elementary School District has been awarded $228,176.00 to fund the "Safe Schools Program" for the 2020-2021 school year. The grant monies are budgeted and are to be expended as follows:

Professional Services:	$227,976.00
Supplies:	$200.00

2. The District shall pay the City the agreed upon amount listed above on or before May 1st of each fiscal year that this Agreement is effective.

C. Unauthorized Expenses

1. The District shall expend funds only for the purpose and uses specified in the approved plan and/or budget. The District agrees to reimburse the Arizona Department of Education for any unauthorized expenditures, which are not in compliance with the approved plan and/or budget. Funds shall not be used to pay District administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use.

D. Fund Accounting

1. As the submitting agency, the District agrees to comply with the financial and administrative requirements as set forth by the Arizona Department of Education. Further, the District agrees that it will use the current version of the Uniform System of Financial Records for fiscal control and fund accounting procedures, and that it will maintain appropriate documentation for audit and monitoring purposes.

2. Funds distributed to the District shall be handled and accounted for in accordance with the regular operating procedures established by the District. Any interest earned on these monies must be returned to the Arizona Department of Education.

3. Funds unencumbered and unexpended by the end of the fiscal year, shall be transmitted to the District for reversion no later than September 30th of that year.

4. In the event that this Agreement is terminated prior to the end of the fiscal year, all unexpended funds in the possession of the District shall be returned to the Arizona Department of Education within thirty (30) days of such termination.

7. GENERAL PROVISIONS:

A. Indemnification.

1. To the extent permitted by law, each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party, its officers, employees, contractors, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this agreement which are the result of any act or omission of the party, its officers, employees, contractors, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this agreement.

2. Failure of either party to comply with the terms of this Agreement shall not provide the basis of any third party action against the District or the City.

3. For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the party who is his or her primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

B. Amendment. This Agreement may be modified in writing at any time by mutual agreement of the parties hereto.

C. Budget. Each party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken pursuant to this Agreement.

D. Non-Discrimination. The parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 2009-09, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. Neither party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

E. Conflict of Interest. Each party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511 as amended.

F. 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.

G. Notice. Any notice required or permitted under the terms of this Agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To the District:
Kyrene School District No. 28
8700 S. Kyrene Road
Tempe, AZ 85284
ATTN: Superintendent

To the City:
City of Chandler
Police Department
250 E. Chicago Street
Chandler, Arizona 85225
ATTN: Police Chief

Any notice given by certified mail shall be deemed to have been received by the other party one day after the date of mailing.

H. Governing Law. This Agreement shall be governed by the laws of the State of Arizona. In event of any litigation or arbitration arising out of this Agreement, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its reasonable attorneys fees, expert witness fees and other costs of litigation.

I. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

J. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation. This Agreement may be executed in counterparts, and which together constitute a single instrument.

K. Duration/Termination. The term of this Agreement is for a three (3) year period commencing on July 1, 2020 and terminating on June 30, 2023. Funding and staffing Amendments to the original agreement authorized by the City may be approved administratively by the Chandler City Manager or Police Chief (as the designee) if said Amendment does not exceed ten percent of the original contract or immediately preceding contract year. All other Amendments by the City shall be approved by the City Council. All Amendments to this Agreement must be approved by the District's Governing Board. The District may terminate this Agreement annually if the District Governing Board determines not to fund the services provided hereunder. Such determination shall be provided to the City by written notice no later than ninety (90) days prior to the end of each fiscal year. In addition, either party may notify the other party of its intent to terminate the Agreement no later than 90 days prior to the Agreement's termination date. This Agreement shall also terminate automatically in the event funding is no longer available for the program described in this Agreement.

L. E-Verify. Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (Employment Verification Program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties

warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination. Failure to comply shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement.

M. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation.

8. IMMIGRATION LAW COMPLIANCE:

A. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that the each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.

C. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.

D. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other party in regard to any random verification performed.

E. A party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

F. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its

subcontractors who provide service under this Agreement or any subcontract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF CHANDLER:

ATTEST:

_____ _____

MAYOR CITY CLERK

KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28 OF MARICOPA COUNTY:

ATTEST:

_____ _____

Governing Board President

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Kyrene Elementary School District No. 28 and declare this Agreement to be in proper form and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

Dated this ____ day of _____, 2021.

_____

Chandler City Attorney

APPROVAL OF ATTORNEY FOR KYRENE ELEMENTARY SCHOOL DISTRICT NO. 28 OF MARICOPA COUNTY

I have reviewed the above referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Kyrene Elementary School District No. 28 and declare this Agreement to be in proper form and within the powers and authority granted to the Kyrene Elementary School District under the laws of the State of Arizona.

Dated this ____ day of _____, 2021.

_____

Attorney for Kyrene Elementary School

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE MESA SCHOOL DISTRICT NO. 4

This Intergovernmental Agreement ("Agreement") is entered into this 16th day of March, 2021, between the City of Chandler, Arizona, a municipal corporation, herein referred to as ("City"), and the Mesa School District No. 4, a political subdivision of the State of Arizona, herein referred to as the ("District"), to provide for the assignment of a School Resource Officer ("SRO") on the terms and conditions herein stated. (City and District are referred to herein individually as a "Party" and collectively as the "Parties".)

WITNESSETH:

WHEREAS, the governing bodies of the City and the District are mutually interested in providing law enforcement education and security to school campuses; and

WHEREAS, the City and the District desire to enter into an agreement whereby the City will provide a sworn, certified police officer to provide SRO services during the 2020-2023 school year; and

WHEREAS, the District has funding through a grant ("Grant") from the Arizona Department of Education School Safety Program ("Program") to fund a SRO to be assigned to Summit Academy ("Grant SRO") for the 2020-2023 school years; and

WHEREAS, the City is authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers pursuant to A.R.S. § 11-951, et seq.; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to A.R.S. §§ 15-342 and A.R.S. §§ 11-951, et seq,

NOW THEREFORE, in consideration of the mutual covenants and provisions contained in this Agreement and other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and the District do now agree to cooperate with each other in carrying out the above purposes, according to the School Safety Program Guidelines and to that end to agree as follows:

1. **THE CITY AGREES:**

   (a) For the 2020-23 school year, to assign a total of one police officer who will act as a School Resource Officer to the District School of Summit Academy.

(b) The SRO is not a District employee and is an employee of the City and is under the operational control of the Chandler Police Department according to Chandler Police General Orders.

(c) The SRO shall fulfill his/her duties as a sworn law enforcement officer for the State of Arizona.

(d) The SRO shall meet all training requirements for law enforcement and program certification established by the Chandler Police Department, the Mesa School District and the Arizona Department of Education (as it pertains to grant funding).

(e) The SRO shall be insured under the City of Chandler liability insurance and workman's compensation insurance.

(f) The SRO's supervisor shall solicit input from the school's administrator concerning the SRO's performance evaluation.

(g) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District.

(h) The City agrees to involve the District in the screening of officers for SRO positions. This process will include allowing a District representative to be on the initial selection committee.

(i) The SRO shall comply with District policies and expectations as to interviews with students. District or school administration shall inform the SRO of the District policies and expectations.

(j) If the District is unable to fund this program in the future, the Chandler Police Department will evaluate its resources and determine if the program is eligible for funding.

2. **THE DISTRICT AGREES:**

(a) Effective July 1, 2020, for fiscal year 2020-2021 to pay the Chandler Police Department $145,655.00 towards the partial cost of salary, benefits, and equipment for one grant-funded School Resource Officer. The total actual salary and benefits amount for the officer is $151,328.00. It is estimated that the "Safe Schools Program" grant will fund $139,982.00 and the District will fund fifty percent of the difference between grant and actual SRO salary and benefits totaling $5,673.00 for a total payment of $145,655.00. The City will cover the additional fifty percent of the costs.

(b) The District shall provide buildings, facilities and related equipment necessary for program implementation.

(c) The SRO shall be under the operational control of the Chandler Police Department according to Chandler Police General Orders.

(d) The SRO shall meet all training requirements for law enforcement and program certification established by Chandler Police Department, the Mesa School District and the Arizona Department of Education.

(e) Records of services provided and programs accomplished shall be maintained by the Chandler Police Department and the District (as it pertains to grant funding).

(f) No district or site administrator shall interfere with the duties of the SRO as a sworn law enforcement officer.

(g) If the program is successful, the District will do everything possible to make the School Resource Officer and the accompanying law enforcement education a permanent part of the Summit Academy curriculum when grant funding is no longer available.

3. THE ROLE OF A SCHOOL RESOURCE OFFICER:

The successful implementation and continuation of the SRO program is primarily dependent on the performance and realization of the SRO's various roles. The SRO serves as a Mentor/Role Model, Teacher/Educator, Liaison and Law Enforcement Officer.

A. Mentor or "Role Model":

1. Prevention is the center or focus of the program. It is essential for an SRO to be a positive role model **at all times**. Because the SRO is constantly in view of students, he or she has the unique opportunity to form lasting impressions and attitudes with an emphasis on building positive relationships.

2. The SRO shall set an example by positively modeling how to handle stress, resolve conflicts, and celebrate successes.

3. The SRO shall encourage responsibility by helping students think through options and consequences of decisions.

4. The SRO shall foster positive relationships with all students and school community members in a manner that promotes a positive image of law enforcement.

5. The SRO shall serve as a protective factor for students by conducting themselves as a neutral approachable adult, positive representative of authority, and community resource member.

B. Teacher or Educator:

1. "Law Related Education" (LRE) is designed to teach students the fundamental principles and skills needed to be responsible members of the community and participants in democracy.

2. The SRO provides the school with an additional educational resource by sharing their expertise in the classroom and provide evidence-based curriculum, consistent with Arizona Department of Education academic standards.

3. The instruction should impact a priority focus, identified through a needs assessment, targeted or designed to deal with certain issues or problems facing the school, staff, and/or students.

4. The SRO will participate in needs assessments facilitated by school administration within an identified multidisciplinary safety team.

C. Liaison:

1. The central principle of "*Community Policing*" and the "*SRO Program*" involves the creation of partnerships between law enforcement and members of the community.

2. The SRO will be expected to serve as a liaison between the students, the school administration, and the Chandler Police Department.

D. Law Enforcement Officer:

1. When necessary the SRO has the authority to intervene as a law-enforcement officer. Once order is restored, the SRO's other roles as a mentor and educator are the more typical day to day responsibilities.

2. The SRO collaborates with school personnel on school-wide safety strategies (e.g. staff trainings, emergency response planning, needs assessments, and prevention programs).

3. The SRO's role as a Law Enforcement Officer should not be used for intimidation or as part of the disciplinary process.

4. When enforcement action is taken, the SRO will consider Procedural Justice Principals and the importance of positive preventative follow up relationship building after an event for all parties involved.

4. DUTIES AND RESPONSIBILITIES:

The SRO's duties and responsibilities include, but are not limited to, the following:

A. LAW ENFORCEMENT:

1. The SRO is first and foremost a law enforcement officer. As a law enforcement officer, the SRO will act as a deterrent to crime both on the school campus and in the surrounding community by uniformed presence and the development of positive relationships with students, faculty, and community members.

2. The SRO will perform police duties as assigned by the City and specified in policy, while attempting to ensure that such activities do not dramatically interfere with school operations and student curriculum schedules.

3. The SRO may encourage students to follow school policy. The SRO shall not replace a staff member in enforcing school policies. The SRO will **NOT** act as a school disciplinarian. Disciplining students is a school responsibility. However, if the principal/school administration believes that an incident is a violation of the law, they may contact the SRO and request assistance. The SRO will then determine whether law enforcement action is appropriate.

4. District and/or other school personnel will not interfere with the law enforcement duties and responsibilities of the SRO. This does not preclude the principal and/or other school administrative staff from contacting the SRO for assistance relating to law enforcement matters. However, the SRO will make the final determination whether law enforcement action is appropriate.

5. If law enforcement action is taken, the SRO should make the school administration aware of the action as soon as practical.

6. At the Principal's request, the SRO will take appropriate law enforcement action against intruders and unwanted guests who may appear at the school, and related school functions, to the extent that the SRO may do so under the authority of the law.

7. The SRO will not use a personal vehicle for any law enforcement duties. This does not preclude the use of a personal vehicle for transportation to and from a duty assignment or location.

8. School officials will follow procedures established by State law for reporting crimes and/or threats to law enforcement personnel *(A.R.S. §§ 13-2911 and 15-341).*

9. The SRO's police duties also include, but are not limited to, the following:

    a. Protect the school, staff, and students from violations of the law.

    b. Investigate crimes or other school related incidents that originate on their assigned school campus, making arrests when appropriate.

        1) If an incident occurs off campus, involving students from the campus served by the SRO, the SRO may become involved if necessary, but will normally allow the local jurisdiction to take disposition. If the incident is investigated by an outside agency, the SRO shall request copies of the documentation.

    c. When appropriate, make necessary notifications to other agencies (DCS, probation, other police jurisdictions, etc.)

    d. Assist school officials in the enforcement of the truancy laws but shall not replace district or site truancy personnel.

    e. Maintain peace and order within the school and surrounding community.

f. Gather information regarding potential problems (such as criminal activity, gang activity, student unrest, etc.), and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.

g. Collection of information:

1) Monthly statistics/activity log (SRO monthly stat-form)

2) Gang/group activity and identification (intelligence files)

3) Crimes, investigations, and arrests

B. SCHOOL SAFETY AND SECURITY:

1. The SRO will assist administrators in formulating plans and strategies to prevent and/or minimize dangerous situations, which might occur on campus.

2. The SRO will work closely with the school administration to assist in continual improvement of the School Safety Response Plan.

3. Effective school safety planning should begin with a site assessment or a review of the physical facilities from the standpoint of preventing crime though environmental design. The site assessment should identify key issues, concerns, or problems faced by the school. The site or safety assessment shall be conducted **annually at a minimum.**

4. The site assessment should include a review of the following:

a. Floor plan of the school buildings

b. A site plan showing the campus boundaries and access points

c. Current crime prevention efforts

d. Current crisis prevention and response plans

e. Student discipline problems

f. Student activities and extracurricular programs

g. Health and medical services provided on campus

h. Nearest emergency medical facility serving the geographical area of the school

i. Recent crimes or "calls for service" generated from the school

j. Past crime or activity reports

k. Known safety or security concerns of the staff and students

5. The development of specific plans or procedures will depend primarily on the needs of the school. However, the following is a list of basic plans or ideas that may be implemented:

a. Crisis prevention and response plans

1) Step-by-step procedures for potential crisis or emergency situations

2) Evacuation or Lockdown procedures

a) Staff classroom coverage

b) Student accounting

3) Emergency kits

4) Backup and emergency communications

b. Uniform procedures to screen and monitor campus visitors and potential intruders

d. "Silent witness" program

f. Uniform procedures for the detection and/or collection of weapons by the SRO

6. The SRO will coordinate their activities with the Principal (or appropriate faculty members), and will seek permission, guidance, and/or advice **prior** to enacting any programs or plans within the school.

C. EDUCATION:

The SRO will act as a resource, consultant, and/or adjunct presenter to both the staff and students in areas of Law Related Education (LRE).

1. Student Education:

   a. At the school's request, the SRO may provide instruction and other information to students concerning law related topics. The SRO at Summit Academy will follow the required Law Related Education hours and standards as dictated by the Arizona School Safety Program.

   b. Methods of instruction may include:

      1) Classroom instruction

      2) Outside class activities

      3) Individual/Group discussions

      4) Question/Answer sessions. Evidence based interactive teaching strategies, as identified through the Arizona School Safety Program.

   c. Suggested topics may include: conflict resolution, general law enforcement information (search and seizure, criminal law, juvenile law and procedures, shoplifting/theft, etc.), driver education (traffic law, DUI awareness, mock accident investigations, bicycle safety, etc.), family violence, relationships and interpersonal communications, drug/alcohol education, justice system/mock trials, citizenship and other LRE approved programs.

2. Admin/Staff Education:

   a. In-service training may include the following:

      1) Drug and alcohol awareness (recognizing the signs and symptoms-in students)

      2) Gang awareness and education

3) Student and staff safety issues

4) Violence prevention

3. Other Education:

a. Intervention activities

b. Prevention programs

c. Community outreach

4. Development of LRE lessons, educational material, and prevention programs:

a. The SRO should participate in existing educational and prevention programs, while attempting to develop or implement other worthwhile programs as the need arises.

b. The SRO will coordinate their activities with the Principal (or appropriate faculty members), and will seek permission, guidance, and/or advice **prior** to enacting any programs or presenting any new material within the school.

D. OTHER DUTIES:

1. The SRO shall perform such other duties as mutually agreed upon by the Principal, or designee, the SRO, and the SRO's immediate supervisor (when appropriate). These duties shall be performed so long as the performance of such duties is legitimately and reasonably related to the SRO program as described in this agreement, District policy, CPD General Orders and/or within applicable state and federal laws.

5. INFORMATION SHARING:

A. The Family Education Rights Act of 1974 (FERPA) has established procedures for the release of student records and information sharing.

B. Rights under FERPA do not apply to records maintained by a school's law enforcement unit (SRO). However, for a record to be exempt, the law enforcement unit (SRO) must create it for the purpose of law enforcement.

1. Other records may not be included (i.e. discipline records, health records, etc.).

2. Records must be kept separate from student educational records.

3. The records may only be used for law enforcement purposes.

C. The school may furnish educational records to the SRO under appropriate circumstances. However, those records, and personally identifiable information contained therein, do not lose their status as educational records and remain subject to FERPA, including the disclosure provisions, while in the possession of law enforcement (SRO).

D. In accordance with the policies and directives set forth by the Chandler Police Department, the SRO will convey information relevant to the well-being of the School, District, students, staff, etc. In turn, to the extent permitted by FERPA the District or School will convey relevant information necessary for the SRO to perform his/her assigned duties.

E. Some or all the schools where SROs are assigned have security cameras on the campuses. SROs shall have access to the video from those cameras for legitimate law enforcement or District purposes.

F. If the SROs are equipped with and use body-worn cameras (BWCs), the BWCs shall only be activated when the SRO is involved in law enforcement action, or when otherwise determined necessary by the SRO. In their use of BWCs, the SROs shall comply with all Arizona laws and Chandler Police Department policies. All footage resulting from the SROs use of BWC is the property of the Chandler Police Department, and shall not be maintained by the District.

G. SROs have access to the District School Information System, Synergy. SROs shall access Synergy only as to students at the school to which they are assigned, and only for purposes related to their role as an SRO.

6. <u>GRANT MANAGEMENT:</u>

A. All funds, or grant money, shall be managed and dispersed by the District.

B. Finance and Budget

1. As supported by the Grant documents, the Mesa School District has been awarded $140,082.00 to fund the "Safe Schools Program" for the

2020-2021 school year. The grant monies are budgeted and are to be expended as follows:

Professional Services:	$139,982.00
Supplies:	$100.00

2. The District shall pay the City the agreed upon amount listed above on or before May 1st of each fiscal year that this Agreement is effective.

C. Unauthorized Expenses:

1. The District shall expend funds only for the purpose and uses specified in the approved plan and/or budget. The District agrees to reimburse the Arizona Department of Education for any unauthorized expenditures, which are not in compliance with the approved plan and/or budget. Funds shall not be used to pay District administrative costs for services associated with receipt of those funds including, but not limited to, the cost of: accounting, payroll, data processing, purchasing, personnel, and building use.

D. Fund Accounting:

1. As the submitting agency, the District agrees to comply with the financial and administrative requirements as set forth by the Arizona Department of Education. Further, the District agrees that it will use the current version of the Uniform System of Financial Records for fiscal control and fund accounting procedures, and that it will maintain appropriate documentation for audit and monitoring purposes.

2. Funds distributed to the District shall be handled and accounted for in accordance with the regular operating procedures established by the District. Any interest earned on these monies must be returned to the Arizona Department of Education.

3. Funds unencumbered or unexpended by end of the fiscal year, shall be transmitted to the District for reversion no later than September 30th of that year.

4. In the event that this Agreement is terminated prior to the end of the fiscal year, all unexpended funds in the possession of the District shall

be returned to the Arizona Department of Education within thirty (30) days of such termination.

7. GENERAL PROVISIONS:

A. Indemnification.

1. To the extent permitted by law, each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party, its officers, employees, contractors, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this agreement which, are the result of any act or omission of the party, its officers, employees, contractors, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this agreement.

2. Failure of either party to comply with the terms of this Agreement shall not provide the basis of any third party action against the District or the City.

3. For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the party who is his or her primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required

B. Amendment. This Agreement may be modified in writing at any time by mutual agreement of the parties hereto.

C. Budget. Each party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken pursuant to this Agreement.

D. Non-Discrimination. The parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and

regulations including, but not limited to, State Executive Order No. 2009-09, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. Neither party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

E. Conflict of Interest. Each party reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511 as amended.

F. 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.

G. Notice. Any notice required or permitted under the terms of this Agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To The District:
Mesa School District
63 E. Main St. #101
Mesa, AZ 85201-7422
ATTN: Superintendent

To the City:
City of Chandler
Police Department
250 E. Chicago Street
Chandler, Arizona 85225
ATTN: Police Chief

Any notice given by certified mail shall be deemed to have been received by the other party one day after the date of mailing.

H. Governing Law. This Agreement shall be governed by the laws of the State of Arizona. In event of any litigation or arbitration arising out of this Agreement, the substantially prevailing party in such litigation or arbitration shall be entitled to recover its reasonable attorney's fees, expert witness fees and other costs of litigation.

I. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

J. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation. This Agreement may be executed in counterparts, and which together constitute a single instrument.

K. Duration/Termination. The term of this Agreement is for a three (3) year period commencing on July 1, 2020 and terminating on June 30, 2023. Funding and staffing Amendments to the original Agreement authorized by the City may be approved administratively by the Chandler City Manager or Police Chief (as the designee) if said Amendment does not exceed ten percent of the original contract or immediately preceding contract year. All other Amendments by the City shall be approved by the City Council. All Amendments to this Agreement must be approved by the District's Governing Board. The District may terminate this Agreement annually if the District Governing Board determines not to fund the services provided hereunder. Such determination shall be provided to the City by written notice no later than ninety (90) days prior to the end of each fiscal year. In addition, either party may notify the other party of its intent to terminate the Agreement no later than 90 days prior to the Agreement's termination date. This Agreement shall also terminate automatically in the event funding is no longer available for the program described in this Agreement.

L. E-Verify. Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (Employment Verification Program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant

that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination. Failure to comply shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the agreement.

M. Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation.

8. **IMMIGRATION LAW COMPLIANCE:**

A. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.

C. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.

D. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other party in regard to any random verification performed.

E. A party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

F. The foregoing provisions of subparagraphs A-E of this article must be

included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF CHANDLER:

ATTEST:

MAYOR

CITY CLERK

MESA SCHOOL DISTRICT:

ATTEST:

Dr. Andi Fourlis, Superintendent

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above-referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Mesa School District No. 4 and declare this Agreement to be in proper form and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

Dated this ____ day of _____, 2021.

Chandler City Attorney

APPROVAL OF ATTORNEY FOR MESA SCHOOL DISTRICT

I have reviewed the above referenced proposed Intergovernmental Agreement between the City of Chandler, Arizona and the Mesa School District No. 4 and declare this Agreement to be in proper form and within the powers and authority granted to the Mesa School District under the laws of the State of Arizona.

Dated this 25th day of February, 2021.

Attorney for Mesa School District

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-143

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Manager
Andrew Goh, Capital Projects Manager
From: Paul Young, Principal Engineer
Subject: Professional Services Agreement No. EN2101.451, with Ritoch-Powell & Associates Consulting Engineering, Inc., for On-Call Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. EN2101.451, to Ritoch-Powell & Associates Consulting Engineering, Inc., for On-Call Construction Management Services, in an amount not to exceed $500,000 per year, for a two-year term, with the option of one (1) two-year extension.

Background/Discussion:

Staff anticipates needing construction management services in support of the Fiscal Year 2021-2030 Capital Improvement Program relating to pre-construction assistance, construction management, construction inspection, utility coordination, materials testing, and record drawings. Individual task order proposals establishing the cost, time, and scope of work will be executed by the Capital Projects Manager when individual projects are issued.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. Projects will be performed under the On-Call Consultant Pre-Qualified List for construction management services.

Staff recommends approval of this agreement with Ritoch-Powell & Associates Consulting Engineering, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach. Work pursuant to this agreement will be issued by individual project agreements.

Financial Implications:

Staff anticipates that $500,000 per year, for two (2) years, will be spent on construction management services. The user department will provide funding for each individual project requiring construction management services.

Attachments

Agreement - Ritoch Powelll and Associates

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
ON-CALL CONSTRUCTION MANAGEMENT SERVICES

Project No. EN2101.451

Council Date: May 13, 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 **Ritoch-Powell & Associates Consulting Engineers, 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 **ON-CALL CONSTRUCTION MANAGEMENT SERVICES** 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

City retains Consultant to perform construction management services to support the City's FY2021-2030 Capital Improvement Program. The City's Capital Projects Manager will seek Individual task order proposals from Consultant for each project. The Consultant will perform the following, but not exclusive, services as may be requested by the Capital Projects Manager: site Investigations, studies, design services that Includes preparation of plans, specifications, and cost estimates, field surveys, site planning, construction administration and Inspection, project management, and other engineering/consulting related services as described in Exhibits "A" and 'B". Consultant must perform the services described in Exhibits "A" and "B" 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.

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 is two years that begins on the Effective Date. The City retains the option to extend the term for one two-year term.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibits "A" and "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$500,000** for any single year of this two-year Agreement term. 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

Not Applicable

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: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
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:	Ritoch-Powell & Associates Consulting Engineers, Inc. 1001 N. Central Ave., Ste. 900, Phoenix, AZ 85004 Statutory Agent Name: Karl G. Obergh Statutory Agent Physical Address: 1001 N. Central Ave., Ste. 900, Phoenix, AZ 85004 Statutory Agent Mailing Address: 1001 N. Central Ave., Ste. 900, Phoenix, AZ 85004 Consultant's Authorized Project Representative: Name: Frank Henderson Title: Vice President Physical Address: 1001.N. Central Ave., Ste. 900, Phoenix AZ 85004 Mailing Address: 1001 N. Central Ave., Ste. 900, Phoenix, AZ 85004 Phone: 602-263-1177 Email: fhenderson@rpaeng.com

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 (this requirement is increased to five years if construction of this project is federally funded). 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

5.38 Special Conditions. Not Applicable

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"
Ritoch-Powell & Associates Consulting Engineers, Inc.

_____ April 19, 2021
Signature Date

Karl G. Obergh, PE
Print Name

Principal/CEO
Title

kobergh@rpaeng.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"
ANNUAL CONSTRUCTION MANAGEMENT/INSPECTION SERVICES
SCOPE OF SERVICES

PROJECT DESCRIPTION

Construction Management (CM) services will be provided for individual task order proposals for various City of Chandler (City) projects as approved by the City. Services may include combination of preconstruction assistance, construction management, contractor oversight, construction administration, construction inspection and construction contract oversight.

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 coordination meeting 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.

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.

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.

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.

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 derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's.

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.

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.

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.

B. Task 3.2 Landscape / Irrigation Inspection Services

i. Consultant must provide Irrigation system layout and installation observations; attend and observe irrigation system pressure tests; and attend a nursery visit to tag and inspect plant material.

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 coordinate with utility representatives to schedule new service connections and necessary relocations.

ii. Consultant must complete Acceptance of Construction (AOC) applications and submit to MCESD for reclaimed water booster pump and potable water/sewer improvements.

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City and MAG; 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 5.2 Quality Assurance (QA) Test Program

i. Consultant must prepare and maintain a materials Quality Assurance plan per City and MAG.

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.

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

i. Review and monitor Contractor's weekly updates on red-line drawing set.

7. PROJECT MANAGEMENT

A. Project Monitoring

i. Consultant must prepare regular monthly progress reports.

ii. Consultant must perform regular budget monitoring.

iii. Consultant must submit monthly pay applications. Pay applications will be itemized to match fee schedule attached to this contract.

B. Manage Subconsultants

i. Consultant must monitor all subconsultants' schedules and work products and ensure activities are coordinated.

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.
4. Following items are excluded from scope of work but may be negotiated on as needed basis:
    a. Special Inspections
    b. Topographic survey and aerial mapping or photogrammetry
    c. Environmental investigation or clearances
    d. Phase 1 Environmental Site Assessments (ESAs)
    e. Utility potholing or survey for potholing
    f. Roadway, utility (private or public) or drainage analysis and/or design
    g. GIS survey or data processing
    h. Geotechnical investigation or analysis

EXHIBIT "B"
COMPENSATION AND FEES

Work Classification	Rate/Hour
Inspection/Construction Observer*	$120
Construction Manager	$185
EIT	$115
Administrative Support	$85

*Inspector/Construction Observer classification may be utilized for any combination of tasks included in Exhibit "A".

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

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA21-052

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
From: Danny Sargent, Water Systems Manager
Subject: Purchase of Maintenance, Repair, and Operations Supplies and Related Services

Proposed Motion:

Move City Council approve the purchase of maintenance, repair, and operations (MRO) supplies and related services from WESCO Distribution, Inc., utilizing Omnia Partners Contract No. R192008, in an amount not to exceed $1,850,000, and authorize the City Manager or designee to sign a linking agreement with WESCO Distribution, Inc.

Background/Discussion:

The Pecos Surface Water Treatment Plant (SWTP), located at 1475 E. Pecos Road, was built in 1987 and placed into service in 1989. The facility houses a number of Public Works and Utilities Department staff and is the central hub of all water treatment and distribution for the City of Chandler. The power systems at the Pecos SWTP are critical infrastructure providing power for the delivery of safe, reliable drinking water to every resident, business, and industry in Chandler.

Recently, a routine inspection of the transformers which supply electrical power to most of the facility uncovered signs of degradation to the internal cooling systems. These cooling systems are critical to the overall performance and reliability of the transformers. Further investigation revealed the transformers have an expected 20 to 30 year lifespan and have been in service for 33 years. Additionally, the transformers are considered obsolete as parts are no longer available to service the units.

Accordingly, staff worked with Wesco/Eaton representatives to develop a scope and fee associated with replacing the obsolete transformers. Due to the age of the equipment, the systems cannot be repaired and must be replaced. This approval will provide for the purchase and installation of two new power transformers, new wiring, and associated support equipment.

Evaluation:

Omnia Partners competitively solicited and awarded a contract for MRO supplies and related services to WESCO Distribution, Inc. The City has a current Intergovernmental Agreement with Omnia Partners that allows for cooperative use of its contracts. The term of the Omnia Partners' contract is valid through March 31, 2023.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6718.6WA210	Water Bonds	Water Treatment Plant Improvements	$1,800,000	Y
615.3960.5316.0.0	Wastewater Operating	Machinery & Equipment	$50,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** ST21-020

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
From: Kevin Lair, Transportation Manager
Subject: Agreement No. ST1-929-4308 / CHN0248T / T029601X, with H&E Equipment Services, Inc., for the Purchase of Street Sweepers

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Proposed Motion:

Move City Council approve Agreement No. ST1-929-4308 / CHN0248T / T029601X, with H&E Equipment Services, Inc., for the purchase of street sweepers, in an amount not to exceed $501,657.26.

Background/Discussion:

The City's Transportation Division is responsible for street sweeping 2,081 lane miles of City-owned residential and arterial roadways. This activity provides clean-up due to roadway spills, traffic accidents, special events, and maintenance of the streets. Routine street sweeping also helps reduce particulate matter (PM-10) and improve the region's air quality. This supports effective transportation, as well as a healthy, attractive, and safe community.

The two replacement sweepers requested will meet the City's obligations regarding Maricopa County PM-10 air quality measures. The total purchase price for both sweepers is $501,657.26 with a MAG grant program reimbursement of $473,062.80. MAG has approved both grant-funded sweepers for Fiscal Year 2020/2021 and has given authorization to procure two sweepers. The City of Chandler has agreed to pay the required 5.7% match of $28,594.46 total for both street sweepers.

The Fleet Advisory Committee has recommended replacement of both street sweepers due to age, maintenance history, and projected cost to operate. Replacement cost for both street sweepers is included in the Fiscal Year 2020/2021 capital improvement program budget.

Evaluation:

On March 5, 2021, City staff issued Request for Proposal No. ST1-929-4308 / CHN0248T/ TO29601X for the purchase of street sweepers. Notification was sent to all registered vendors. Three (3) proposals were received from the following offerors:

1. H&E Equipment Services, Inc.
2. Norwood Equipment
3. Southwest Sweeper Sales, Inc.

The Evaluation Committee evaluated the proposals and recommends award to H&E Equipment

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
401.3310.6310.6ST703	General Fund	Street Sweeper Replacements	$28,594.46	Y
417.3310.6310.6ST703	Grant CMAQ	Street Sweeper Replacements	$473,062.80	Y

Attachments

Agreement - H&E

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: May 13, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
STREET SWEEPER
CITY OF CHANDLER AGREEMENT NO. ST1-929-4308/CHN0248T/T029601X

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and H&E Equipment Services, Inc. a Delaware corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2021 (Effective Date).

RECITALS

A. City proposes to purchase street sweepers 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 goods or 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 goods or 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 in accordance with 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 goods

services in Chandler, Arizona exercises under similar conditions. All goods 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 goods 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 goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all work described within 60 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 approved and accepted by the City under this Agreement must not exceed $501,657.26. Contractor must submit requests for payment for goods or 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 goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed 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 goods or 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 goods or 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 goods or 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 work, cost of goods, cost of performance, or Project schedule, the goods or services 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 purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or 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 goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will 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	For the Contractor
Name: Christina Pryor	Name: Lee Tonan
Title: Purchasing Manager	Title: Sweeper Sales
Address: 175 S. Arizona Ave. Chandler, AZ 85225	Address: 7500 Pecue Lane Baton Rouge, LA 70809
Phone: (480) 782 2403	Phone: (702) 320 6261
Email: christina.pryor@chandleraz.gov	Email: ltonan@he-equipment.com

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 furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or 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 Work. 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 goods or 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 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.

5.35 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 the Exhibits, the provisions in this Agreement prevail.

5.36 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.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D – Federal Documents

5.38 Special Conditions. As part of the goods furnished or 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.

5.39 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, 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. 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.

5.40 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.

5.41 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.

5.42 Warranties. Unless otherwise provided in Exhibit D, the 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.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 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.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 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.

5.54 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.

5.55 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 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: Mayor

FOR THE CONTRACTOR

By: _____
Frankie Wynn

Its: Director of Risk and Compliance Management

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A
SPECIFICATIONS

CONTRACTOR'S OBLIGATIONS

1. The Contractor will deliver vehicles to City Fleet Services located at 975 East Armstrong Way.
2. The Contractor will deliver vehicles within 60 days of order.
3. The Contractor will participate in a pre-build meeting with City representatives upon request.
4. The Contractor will provide unlimited hours of operator training through the life of the equipment.
5. The Contractor will provide service training with certification for 4 City employees at its training school in Waco, TX. Travel and lodging costs will be paid by the Contractor.

VEHICLE SPECIFICATIONS

The street sweepers will meet the following specifications.

1.	CHASSIS ENGINE	ACCEPTED DEVIATIONS FROM SPECIFICATIONS
A.	Engine shall be an electronic inline 6-cylinder diesel and be turbo-charged. Engine shall also be capable of using Diesel exhaust fluid additive D.E.F and meet all applicable emission requirements enforce at the time of manufacture.	
B.	Horsepower rating shall be minimum 200 horse power.	
C.	The air cleaner shall be a rail mounted heavy-duty two-stage air cleaner.	
D.	Front tow devices providing secure attachment point for vehicle recovery and tow operations shall be included.	
F.	Exhaust can port either vertical or horizontal and shall be on the left side of the vehicle.	
2.	SWEEPER AUXILIARY ENGINE	
A.	Able to check all fluids safely without having to lift a hopper or start the engine without checking fluids first, to access these items and to have a step/ ladder platform system allowing access safely around the engine.	
B.	Power unit shall be a diesel fueled, 4cyl, liquid cooled, charge air-cooled, electronic, final tier 4 emission engine, engine displacement shall not be less than 275 cubic inch developing not less than 74 HP.	
C.	Unit shall share batteries with chassis engine.	
D.	Engine controls shall be located inside cab.	
E.	12 volt ignition, electric start and minimum 90AMP alternator.	

F.	Spin on replacement type oil filter remote mounted for easy access.	
G.	Engine shall be equipped with a radiator fan, auxiliary drive, and engine mounted exhaust filter.	
H.	Unit shall have a fuel/water separator and fuel filter remote mounted for easy access.	
I.	Air cleaner shall be dry type with a pre cleaner and have a restriction indicator.	
3.	**HYDRAULIC SYSTEM**	
A.	Hydraulic system to be functional thru auxiliary diesel tier 4 emission engine (74 horsepower minimum at 2200 RPM).	
B.	Hydraulic oil reservoir shall be equipped with an on tank combination temperature and level sight gauge. A shut off valve shall be provided to prevent fluid flow from the reservoir when hoses or other devices are disconnected for maintenance.	
C.	The hydraulic system shall be engineered to maintain hydraulic oil temperatures at or below 180 degrees while operating in ambient temperatures up to 120 degrees.	
D.	The entire return oil supply shall pass through a 10-micron return filter.	
E.	The hydraulic pump shall be gear driven from auxiliary engine 8GPM (30 lpm) flow rate.	
F.	The sweeper hydraulic system shall have a high temp shutdown system.	
4.	**TRANSMISSION**	
A.	Allison (or equal) automatic transmission engineered to meet this vehicle's specified application.	
B.	Transmission to have oil filter and magnetic drain plug.	
5.	**CAB EXTERIOR**	
A.	Conventional cab only – no cab overs accepted.	
B.	Door/ignition locks to be keyed alike. Four keys shall be provided.	
C.	Two large West Coast type (Moto Mirror or equal) mirrors with both upper and lower convex mirrors, mounted on each side of vehicle. The mirrors shall be adjustable by electric motors with controller on the central control panel in the cab.	
D.	Manually adjustable round convex mirrors, minimum eight inches in diameter, on a stable mount on or near each front corner of the hood. Mirrors shall be positioned to provide the operator with a view of the gutter brooms.	

E.	Cab to have left and right hand exterior grab handles to provide stability for the operator when entering and exiting the cab.	
F.	Both doors having power windows with separate switches located on the center console/dash from the cab and chassis manufacture only.	
6.	**CAB INTERIOR**	
A.	Heater, defroster, and air conditioner with recirculation switch included. Factory installed OEM only. Cab air conditioner shall be suitable for the high ambient temperatures experienced in Arizona desert summer conditions. It shall be the highest capacity available from the cab/chassis manufacturer.	
B.	Both seats to be cloth covered. No inserts or slip covers acceptable. Both seats must be hi-back air-suspension seats with arm rest.	
C.	Three point seat belts with retractors included.	
D.	Left hand and right hand dash mounted cup holders included.	
E.	Dome light with 3-way switch activated by left and right-hand doors included.	
F.	AM/FM radio with Bluetooth included.	
G.	Interior insulation must provide cab noise level less than eighty-five (85) decibels during operation. Finish of the materials shall be heavy duty vinyl. Thermal insulation shall be engineered, designed and installed to significantly reduce the workload of environmental systems (A/C, heater, etc.).	
7.	**FRONT AXLE & SUSPENSION**	
A.	Front axle shall be rated 10,000 lbs. or greater as determined by the manufacturer for the application.	
B.	Steering radius shall not exceed 19.5 feet.	Curb to curb: 45.7 feet
C.	Front suspension to have shock absorbers, leaf spring.	
D.	Front axle oil seals included.	
E.	Front brake dust shields included	
F.	Power steering shall be included for both driving positions.	
8.	**REAR AXLE & SUSPENSION**	
A.	Drive axle shall be rated 21,000 lbs. or greater and shall be geared to provide travel speed of 62 MPH (minimum). If 2-speed axle is needed to achieve that, it is acceptable. Magnetic drain plug shall be installed in the differential.	

B.	Rear axle oil seals included.	
9.	**BRAKE SYSTEM EQUIPMENT**	
A.	Brakes must be air brake system. No hydraulic brake system accepted.	
B.	All air reservoirs to have air tank drain valve pull cables. Quick connect/ Schrader air valves to charge air tanks remotely included. Location to be determined prior to build.	
10.	**HOPPER**	
A.	The hopper shall have a volumetric capacity of not less than 7 cubic yards and minimum useable capacity of 6.0 cubic yards.	
B.	Dumping shall be to the rear of the sweeper.	
C.	A hopper that is a fixed position hopper with no lift mechanics is preferred.	
D.	Hopper shall have a rear facing door with hydraulics to open/close.	
E.	Operator shall be capable of operating dumping controls internal and external of the cab. System shall have a separate auxiliary motor for this function.	
F.	Hopper dump height minimum 36".	
G.	The floor hopper dump angle to be minimum 22 degrees with a raker bar. Preferred but not limited to.	
H.	Hopper door shall seal to maintain an air tight seal.	
I.	Hopper shall have minimum of 1 inspection access door on the sides of the hopper.	
J.	Hopper shall have a replaceable bolt in abrasion wear system on the suction inlet side of the hopper.	
K.	Unit with an aluminum blower wheel to prevent rust and with sealed lifetime lube anti-friction bearings is preferred.	
11.	**MAIN PICKUP HEAD**	
A.	Main pickup head shall be hydraulically lifted and lowered with in-cab controls.	
B.	Pickup head length shall be minimum of 86" made of all steel construction.	

C.	Dual chambered with blast orifice. Adjustable and replaceable bolt in blast orifice flange.	
D.	Pickup head shall have an adjustable spring balanced system.	
E.	Pickup head shall have minimum 14" diameter flexible rubber reinforced suction hose and a 14" diameter flexible rubber reinforced pressure hose. Minimum 3/8" thick wall construction. Tubes shall be free from rubbing or making contact with any other objects during lift/lowering/operating.	
F.	Pickup head area shall be a minimum of 2600 square inches.	
G.	Pickup head shall have an air pressure bleeder door with in-cab controls and gauge.	
H.	Pickup head shall have carbide type skids- nothing else accepted. The skids shall be replaceable by bolt on application and adjustable.	
I.	Pickup head shall have replaceable bolt in abrasion wear protection in the suction tube.	
J.	Pickup head capable of operating in forward and reverse direction.	
K.	Pickup head with a front skirt curtain lifter operated by hydraulics or pneumatic and controlled in cab by a switch on the sweeper console is preferred.	
L.	Broom mounted at the rear of the pickup head and shall be fully enclosed.	
M.	Control of broom rotation and positioning shall be accomplished by in cab controls on the sweeper console.	
N.	Broom shall be driven hydraulically.	
O.	Broom pattern shall be easily adjustable by mechanisms on the top of the pick up head.	
P.	Broom width shall be minimum of 78" and 12" diameter.	
12.	**GUTTER BROOMS**	
A.	Dual gutter brooms shall be minimum 42" diameter, vertical digger type for removing debris from gutter area.	

	Broom platter shall be capable of mounting a steel bristle filled, four (4) –segment type.	
B.	Gutter brooms must be direct hydraulic drive non-reversible motor.	
C.	Each gutter broom shall have adjustment for bristle contact pattern and wear.	
D.	Dual gutter broom sweeping path must be minimum 10 feet.	
E.	Each gutter broom shall additionally incorporate an electric or hydraulic actuated tilt capability of minimum 18 degrees, remotely controlled from the operators seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).	
F.	A center deflector shall be provided to direct debris thrown by the gutter brooms into the path of the pick-up head. The deflector shall be positioned under the sweeper and in between the gutter brooms.	
G.	Gutter brooms shall be free-floating and adjustable for broom pressure and wear, complete with side oscillation.	
H.	Gutter brooms shall be hydraulically raised and lowered from the cab.	
13.	**DUST CONTROL SYSTEM**	
A.	A water spray supplied by a belt driven piston water pump off the auxiliary engine is preferred.	
B.	Water pump shall provide a flow rate and operating pressure that fully supplies all systems needed to achieve sweeper compliance with PM10 guidelines and the unit shall be certified and fall under the guidelines of the South Coast Air Quality Management District (South Coast AQMD) rule 1186 current list of certified/approved street sweepers.	
C.	Water tank capacity not less than 220 gallons and shall be constructed of polyethylene for strength and corrosion resistance.	
D.	A minimum 20-foot long flexible fire hydrant fill hose shall be provided with a 2.5" NH female swivel coupling to fill water tank. Storage mount for the hydrant fill hose included.	
E.	Water system must be filtered by a minimum 80-micron cleanable filter located between tank and water pump. For ease of cleaning, water filter must be at ground level.	
F.	An adequate number of spray nozzles to achieve sweeper compliance with PM10 guidelines (must be certified) shall be located at each gutter broom.	
G.	Each water function shall have its own independent on/off	

	cab controlled solenoid valve.	
H.	Low water safety shut off with in cab audible and visual indicator in cab.	
I.	Water flow from the reservoir must be controlled by a shut off valve with an accessible water strainer. The reservoir must be equipped with removable manhole covers for tank clean out.	
14.	**OPERATING CONTROLS**	
A.	Sweeper shall be equipped with dual power steering and controls for left or right hand operations. Single center mounted steering is not acceptable. Factory installed dual power steering only. Dual steering installed by the sweeper manufacturer is not acceptable.	
B.	Must have tilt steering for all driving positions.	
C.	Chassis must have cruise control with switch mounted on chassis center console panel to provide easy access for both steering positions.	
D.	Ignition switch must be dash mounted located to provide easy access for both steering positions.	
E.	Cab must have separate gauge sets for all steering positions. Right -hand steering position shall have the following gauge set as a minimum: primary and secondary air pressure, engine coolant temperature, electronic speedometer with odometer and hour meter, electronic tachometer, engine oil pressure, transmission temperature, fuel level and voltmeter. Left-hand steering position shall have the standard gauge set provided by the chassis manufacturer.	
F.	Chassis must have a left hand/right hand steering selector switch mounted on chassis center console panel.	
G.	Sweeping console must be ergonomic in design to provide safe easy visibility and control of all sweeping functions and displays, from either right or left driving positions and not be intrusive in size so as not to restrict mobility or visibility of operator. Console controls must be primarily rocker & toggle switches, soft touch screens or touch pads are unknot acceptable. Independent switches with pilot light for operating left gutter broom, left gutter broom tilt, left gutter broom rotation, right gutter broom, right gutter broom tilt, right gutter broom rotation, pick-up head raise/lower must be included. All switches must be lighted and have labels for easy identification.	
H.	Sweeping console must have a water pump shut off switch. Independent water control switches for left gutter broom, right gutter broom, hopper water and transition	

	water must be included. Sweeper must be capable of continuous dry sweeping with no internal damage to pump and spray system.	
I.	Console must have a single switch (1) for controlling both cab mounted beacon and rear mounted beacon.	
J.	Console must have warning light for low water level and water level gauge.	
K.	All main electrical system circuits must be separately protected at control console by re-settable circuit breakers.	
15	**ELECTRICAL SYSTEM**	
A.	All wires shall be number coded for ease of identification.	
B.	Sweeper shall contain a minimum of two (2) amber, three hundred and sixty degree (360°) LED beacons. Beacons shall be mounted on top of the cab in the front area of the sweeper and upper rear area of the sweeper. Beacons shall have brush guard OR similar protection from tree limbs. Beacons shall be mounted in such a manner as to have a MINIMUM of one (1) beacon visible to on-coming traffic from any direction. Beacons shall be controlled by one switch that is clearly labeled and shall have a pilot light to indicate the beacons are operating. The switch shall be on the center dash console located to provide easy access for both steering positions.	
C.	Vehicle shall contain a minimum of eight (8) work lights. All must be LED type and a minimum of four inches in diameter. Bumper lights: Minimum two (2) one on the left end and one on right end of front bumper, and shall be controlled by one switch. Gutter broom lights: Minimum two (2) one light to be mounted over each gutter broom and shall be controlled by independent left and right switches. Rear work lights: Minimum two (2) one on the upper left corner and one on upper right corner and shall be controlled by one switch. Pick-up head lights: Minimum two (2) one on each side of the frame rail or body to illuminate the pick-up head to be able to see debris in front of the head. Controlled on its own switch in the cab or combined into gutter broom lights switch. Work light mounts shall be adjustable to allow aiming at the intended work area. Guards shall be provided to protect work lights from damage by tree limbs or similar hazards. Work light switches shall be clearly labeled and shall have a pilot light to indicate the light(s) are	

	operating. The switches shall be on the center dash console located to provide easy access for both steering positions.	
D.	Multi-function directional LED stick shall be mounted on rear of the sweeper at top so as not to obstruct rear beacon. LED directional stick must be capable of left & right, singularly and simultaneously, or straight line caution with appropriate controller mounted in the cab on the center dash console located to provide easy access for both steering positions.	
E.	Audible and visual warning indicator shall be provided for, low hydraulic oil and overheat temp warning. Warning indicators must be mounted on center console.	
16.	**SAFETY EQUIPMENT**	
A.	Sweeper must meet all federal motor vehicle safety standards.	
B.	A sweeping unit with zero grease points for ease of maintenance is preferred.	
E.	Sweeper shall be equipped with backup alarm, cab-mounted fire extinguisher, and a warning triangle kit that meets applicable requirements.	
F.	For safety of operator, no sweeper hydraulic lines may run into or through the cab.	
G.	Permanent warning labels shall be provided at all hazard areas.	
17.	**ADDITIONAL EQUIPMENT REQUIRED**	
A.	2 camera system with in cab display screen must be included with one camera to view the front of the pick-up head and one camera on the rear of the sweeper to view backing up.	
18.	**PAINT COLOR**	
B.	Gutter brooms and sweeper frame must be painted with polyurethane or powder coated textured black or gray for long life. Cab and sweeper body must be painted white.	
19.	**SWEEPER WARRANTY**	
A.	MINIMUM 36 months/36,000 mile warranty on entire vehicle, to include but not limited to cab, chassis, power train, sweeper assembly, etc. (bumper to bumper). Warranty shall not cover consumable, normal wear and tear items or PM related costs. Note: all warranties shall start from the City of Chandler acceptance date.	Chassis: 3 years/36,000 miles Sweeper: 3 years/3,000 hours

B.	Contractor shall supply a list of all component warranties that extend beyond 36 months or 36,000 miles and are included in the basic pricing.	John Deere: 5 years/5,000 hours
C.	Provide transportation for warranty repairs and maintenance to and from maintenance facility at no charge.	
20	**DELIVERY**	
A.	The unit shall be delivered completely assembled, serviced, and ready to operate. Contractor must have a qualified service representative in attendance with the sweeper during startup operations to make any adjustments needed and to give operator instruction on the proper operation of the sweeper.	
B.	The Contractor shall supply two complete sets hard copy and one digital in PDF format of all applicable manuals for the entire sweeper, to include but not limited to system/component descriptions, sweeper operation, maintenance, troubleshooting, illustrated parts listing with part numbers, and schematics for the sweeper and cab/chassis. Manual shall also include reproducible periodic maintenance schedules. Note: City of Chandler acceptance will be withheld until all required manuals have been received.	
21	**LICENSE**	
A.	The vehicle shall be delivered to the City of Chandler with all the paperwork necessary to license, title, register, etc. the vehicle. Note: This shall include completion of all state and local inspections that are applicable. A certificate of origin and the DOT required VIN verification certificate shall be supplied when the vehicle is delivered, prior to the City of Chandler acceptance.	
22	**TRAINING**	
A.	The Contractor shall provide training (minimum 2 days) for two operators and two maintenance technicians. Training shall be conducted at the manufacturer's facility by a factory certified trainer. The Contractor will be responsible for all training expenses including cost of training and related materials as well as City staff's airfare, car rental, lodging and meals if applicable.	The Contractor will provide service training with certification for 4 City employees at its training school in Waco, TX. Travel and lodging costs will be paid by the Contractor.
	CAB AND CHASSIS MAKE: Freightliner M2-106 **CAB AND CHASSIS MODEL: M2-106** **CAB AND CHASSIS YEAR: 2021** **SWEEPER ASSEMBLY MAKE: TYMCO**	

	SWEEPER ASSEMBLY MODEL: 600 BAH **SWEEPER ASSEMBLY YEAR: 2021**	
23	**SWEEPER PERFORMANCE SPECIFICATIONS** Prior to acceptance the Contractor will be required to demonstrate that the actual sweepers delivered to the City of Chandler can pass the field test outlined below.	
A.	Testing shall be performed with hydraulic fluid at normal operating temperature.	
B.	Test shall be comprised of various debris spread over a paved surface length of 60 feet and shall pick up and retain not less than 95% of debris in one pass with dust control system in full operation. Testing will be performed at the City of Chandler McQueen Yard.	

EXHIBIT B TO AGREEMENT
PRICE

Street Sweepers

Prices are all-inclusive for two regenerative air sweepers.

Item	Quantity	Unit Price	Extended Price
Regenerative Air Sweeper	2	$231,575.00	$463,150.00
Tax		$19,253.63	$38,507.26
Total			**$501,657.26**

EXHIBIT C TO AGREEMENT
INSURANCE

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.

A. *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
FEDERAL DOCUMENTS

FEDERAL DOCUMENTS

With 0% No Goal – DBE Race Neutral

FEDERAL FUNDED PROFESSIONAL SERVICES
CONTRACT DOCUMENTS
TABLE OF CONTENTS

CITY PROJECT NAME:	**STREET SWEEPER**
CITY PROJECT NO:	**ST1-929-4292**
FEDERAL PROJECT NO:	**CHN-0(248)T**
ADOT NO:	**T029601X**

1.0 Federal Non-Collusion Certification (Submit with Bid)

2.0 Prompt Pay Provisions

3.0 Title VI Assurance, Title VI Appendix A and E

4.0 DBE EPrise

5.0 Records Retention

6.0 Federal Immigration and Nationality Act

7.0 Buy America Requirements

8.0 DBE Documents

8.1 DBE Forms and Documents Guide

8.2 ADOT On-Line Bidders Proposers (Submit with Bid)

8.3 DBE Form 3210PS Final Payment Certification

FEDERAL DOCUMENTS 1.0

FEDERAL NON-COLLUSION CERTIFICATION
(SUBMIT WITH BID)

2020-10-05

FEDERAL NON-COLLUSION BIDDING CERTIFICATION

(This form must be filled out, signed, notarized, and submitted with bid or proposal)

(State of)

ss.

(County of) Parish

I, Frankie Wynn, of the City of Baton Rouge, in the ~~County~~ of East Baton Rouge, and the State of Louisiana, of full age, being duly sworn according to the law of my oath depose and say that:

I am Frankie Wynn (Name), ~~a~~ Director of Risk and Compliance Management (Title, Position, etc.)

Of the firm of H&E Equipment Services, Inc., the Bidder making the bid for:

Project Name ST1-020-4398 | OHNO240T / T020601X STREET SWEEPER

City Project No ST1-020-4398 | OHNO240T / T020601X STREET SWEEPER

Federal Project No

ADOT Project No

And that I executed the said Bid with full authority so to do, that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of Chandler relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

The bidder certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of Form-LLL, "Disclosure Form to Report Lobbying", are available at ADOT Contracts and Specifications Services, 1651 W Jackson, Room 121F, Phoenix, AZ 85007. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $1,000,000 for each such failure.

The bidder also agrees, by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all subcontracts, and lower tier subcontracts which exceed $100,000 and that all such subcontractors and lower tier subcontractors shall certify and disclose accordingly.

The City of Chandler will keep the prime contractor's certifications on file as part of their original bid proposals. Each prime contractor shall keep individual certifications from all subcontractors and lower tier subcontractors on file. Certifications shall be retained for three years following completion and acceptance of any given project.

Disclosure forms for the prime contractor shall be submitted to the Engineer at the pre-construction conference. Disclosure forms for subcontractors and lower tier subcontractors shall be submitted to the Engineer by the prime contractor along with the submittal of each subcontract or lower tier subcontract as required under 23 CFR 635A and ADOT Specification 108.01 when said subcontracts exceed $100,000.00 During the performance of the contract the prime contractor and any affected subcontractors shall file revised disclosure forms at the end of each calendar year quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. Disclosure forms will be submitted by the engineer to the Federal Highway Administration for further processing.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract. Upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

Signature of Bidder

Frankie Wynn
Printed or Typed Name of Bidder

(required)
NOTARY

Subscribed and sworn to before me

this 25 day of March (month), 2021 (year)

Notary Public

42685

Federal Non-Collusion Bidding Certification - FHWA / 23 CFR 635A / ADOT Specification 108.01

FEDERAL DOCUMENTS 2.0

PROMPT PAY PROVISION

2020-10-05

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 3.0

TITLE VI ASSURANCE

TITLE VI APPENDIX A

TITLE VI APPENDIX E

2020-10-05

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.

A

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).

E

FEDERAL DOCUMENTS 4.0

DBE EPRISE

2020-10-05

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 5.0

RECORDS RETENTION

2020-10-05

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 6.0

FEDERAL IMMIGRATION AND NATIONALITY ACT

2020-10-05

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 7.0

BUY AMERICA REQUIREMENTS

Federal Highway Administration (FHWA)
Buy America Requirements.

***This Contract Has An FHWA Approved Waiver**

2020-10-05

MATERIAL CERTIFICATION REQUIREMENTS
And
BUY AMERICA REQUIREMENTS

THIS CONTRACT HAS A BUY AMERICA WAIVER

The following is for FHWA Buy America Information Purposes Only

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 come into effect.

2. MAG SPECIFICATION SECTION 106.2.1

3. ADOT SPECIFICATION 106.05 AND 106.15

FEDERAL DOCUMENTS 8.0

DBE

FORMS/DOCUMENTS/GUIDE

2020-10-05

FEDERAL DOCUMENTS

DBE Documents Instructions/Guide
Race Neutral – 0% Goal

SUBMIT WITH SOQ:

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

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.

ADOT City of Chandler

CERTIFICATION OF FINAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENTS

Professional Services Contracts

(Submit one form for each DBE involved in the contract)

Clear

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: _____

32.10PS - LPA 1.3.2017

End of Federal Documents

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No.

Date: May 13, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Kim Moyers, Cultural Development Director
From: John Owens, Downtown Redevelopment Specialist
Subject: Resolution No. 5475 Approving the Fiscal Year 2021-2022 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District

Proposed Motion:

Move City Council pass and adopt Resolution No. 5475 approving the 2021-2022 Annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District.

Background:

On March 25, 2021, City Council approved Resolution No. 5449, which authorized modification of the Assessment Diagram, making a statement and estimate of expenses for the Downtown Chandler Enhanced Municipal Services District, completing the assessment, and setting the date for the Public Hearing on the assessments for the May 13, 2021, City Council meeting. Prior to the May meeting, staff published notice of the date of the Public Hearing for five consecutive days in the Arizona Republic as required by Arizona Revised Statutes. Downtown Chandler Community Partnership staff also sent a notice of the Public Hearing to all property owners in the District. The letter advised the property owners that they could file an objection with the City Clerk, should they desire to do so. To date, no objections have been received in the City Clerk's Office. Upon completion of the Public Hearing and authorization of this item, staff will forward the calculated Assessment Roll to the Maricopa County Assessor's Office. The first assessments for the District will be mailed to property owners with their tax bill in July 2021.

Financial Implications:

Assessments in the District are based on three factors, including assessed value (one-third of the assessment), building square footage (one-third of the assessment), and land square footage (one-third of the assessment). All properties are assessed at the same rate with the exception of buildings along the Historic Square, which are assessed double the building square footage rate.

The total of all assessments is $305,301, of which privately-owned property in the District contributes $186,497 (61%). In addition, the assessment for City-owned property is $118,804, which represents 39% of the total District operating funds for FY21-22. Funds to provide for the City's contribution to the District have been requested in Downtown Redevelopment's operating budget for 2021-2022.

Attachments

Resolution No. 5475
Notice of Hearing on Assessment

Affidavit of Mailing
2021 Assessment Roll - Mailing List

RESOLUTION NO. 5475

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE FISCAL YEAR 2021-22 ANNUAL ASSESSMENT FOR CITY OF CHANDLER, ARIZONA, DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT.

WHEREAS, the Mayor and Council of the City of Chandler, Arizona (the "City"), initiated a district known as City of Chandler, Arizona, Downtown Chandler Enhanced Municpal Services District (the "District") by the adoption of Resolution No. 3905 (the "Resolution of Intention"); and

WHEREAS, the City acquired jurisdiction to proceed with such District and the Mayor and Council adopted Resolution No. 3924 (the "Resolution Ordering the Work"); and

WHEREAS, Mayor and Council adopted Resolution No. 5449 authorizing modification of the assessment diagram, making an annual statement and estimate of the expenses of the District for the fiscal year commencing July 1, 2021 and ending June 30, 2022; and did assess the total sum upon the several lots within the District; and

WHEREAS, Mayor and Council ordered that May 13, 2021, be set as the date for hearing the assessment and all proceedings theretofore had and taken and ordered that notice be given as provided by law; and

WHEREAS, notice of such hearing was given by publication for five days in the Arizona Republic newspaper of general circulation in the City, and by mailing notices of the hearing by first class mail, at least twenty (20) days prior to the date set for hearing, to all persons owning real property affected by the Assessment as the names and addresses appear on the last assessment roll for state and county purposes; and

WHEREAS, no written objections have been filed with the City Clerk; and

WHEREAS, it appears that the total annual costs and expenses of the District have been assessed upon each of the several lots included within the District, in proportion to the benefits to be received by each of said lots, and that none of the respective lots have been assessed in excess of the benefits to be received from the District by such respective lots; and

WHEREAS, said Assessment in all respects complies with the laws providing for such Assessments and under which said District was formed.

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

Section 1. Fully and finally confirms and approves the annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District for the fiscal year commencing July 1, 2021 and ending June 30, 2022, as so made.

Section 2. Ratifies and confirms all acts of the Clerk, the Superintendent of Streets, and any person acting for such officials or the City in setting the date for the hearing on the assessment and causing notice thereof to be mailed and published.

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

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5475 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of May, 2021 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

NOTICE OF HEARING ON ASSESSMENT

TO THE PROPERTY OWNERS AND ALL PERSONS CLAIMING AN INTEREST IN ANY PROPERTY WITHIN THE DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT IN THE CITY OF CHANDLER, ARIZONA.

NOTICE IS HEREBY GIVEN of the time fixed for hearing and passing upon the annual assessments and proceedings heretofore had and taken for enhanced municipal services in the City of Chandler, Arizona (the "City") as described in Resolution of Intention No. 3905 (the "Resolution of Intention").

Pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically A.R.S. § 48-575, and all amendments thereto, PUBLIC NOTICE IS HEREBY GIVEN that the Mayor and Council of the City made a statement and estimate of all annual expenses for the Downtown Chandler Enhanced Municipal Services District (the "District") for the fiscal year commencing July 1, 2021, and ending June 30, 2022, and assessed the total cost thereof against the lots within the District. The work proposed to be done in the District is described in the Resolution of Intention on file with the Clerk of the City and in the Plans and Specifications therefore on file with the Clerk of the City, to which Resolution, Plans and Specifications reference is hereby made for a more particular description of the work.

NOTICE IS FURTHER GIVEN that the Mayor and Council have fixed the time and place of hearing and passing upon the said assessments and proceedings heretofore had and taken with respect thereto at:

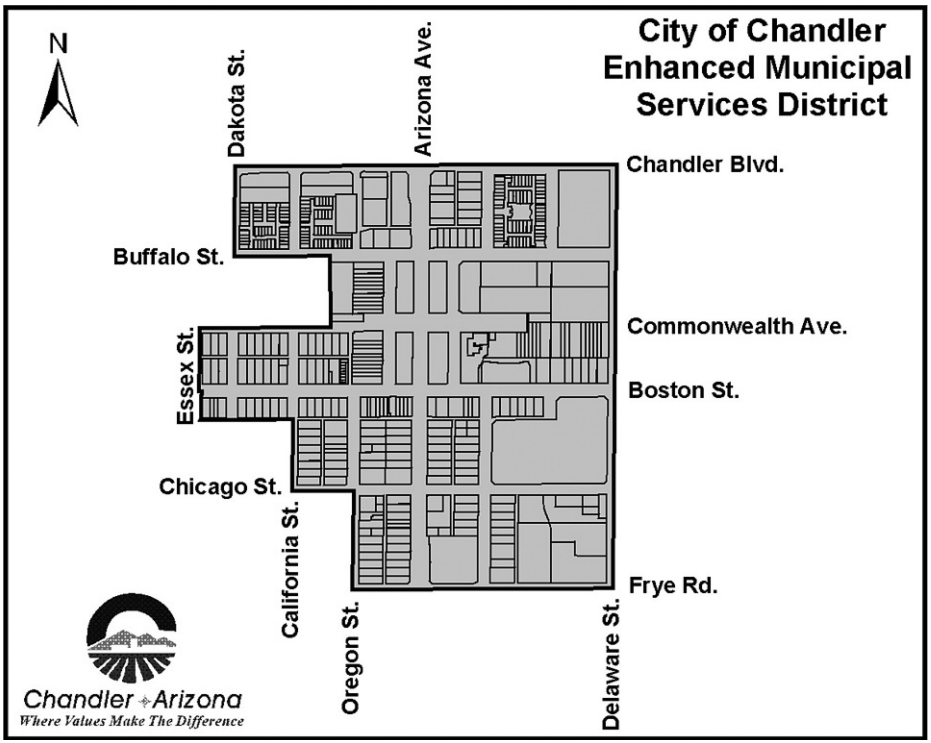
TIME: 6:00 p.m.
DATE: May 13, 2021
LOCATION: Council Chambers
City Hall
88 E. Chicago Street
Chandler, Arizona 85225

The property assessed to pay for said improvement comprises all lots included within the District in said City as described in the Resolution of Intention. The area subject to assessment is shown on the map below.

Any property owner and all other persons directly interested in the work or in the assessment having any objection to the legality of the assessment or to any of the previous proceedings connected therewith, may, at any time prior to the time fixed for said hearing, file with the City Clerk a written notice briefly specifying the grounds for such objection and at the time fixed for said hearing or at a time or times not later than ten (10) days thereafter, to which such hearing may be postponed, the Mayor and City Council will hear and pass upon all objections so made and filed.

All decisions and determinations of the Mayor and Council upon the hearing aforesaid will be final and conclusive upon all persons entitled to object as to all errors, informalities and irregularities which the Mayor and Council might have remedied or avoided at any time during the progress of the proceedings.

/s/ Dana DeLong
CITY CLERK



AFFIDAVIT OF MAILING
NOTICE OF HEARING ON ASSESSMENT
THE DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT
IN THE CITY OF CHANDLER, ARIZONA

State of Arizona
County of Maricopa

The undersigned affiant being first duly sworn, deposes and says:

That affiant is the Executive Director of the Enhanced Municipal Services District in the City of Chandler.

That on **March 23, 2021,** affiant caused to be mailed to each of the persons set forth on the list attached hereto and marked Exhibit A, by first class mail, a copy of the notice of assessment hearing attached hereto and marked Exhibit B.

That the names and addresses of the persons on said Exhibit A are, to the best of affiant's knowledge, information and belief, all persons owning real property affected by the assessments as the names and addresses appear on the last certified property tax roll for the Downtown Chandler Enhanced Municipal Services District in the City of Chandler, Arizona.

Mary Murphy-Beasley
Executive Director

Subscribed and sworn to before me this 15th day of April, ~~2020~~ 2021.

Kiah Singleton
Notary Public

My commission expires:

12/26/2023

KIAH SINGLETON
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 576687
Expires December 26, 2023

Attachments:
Exhibit A: List of Names and Addresses of Property Owners
Exhibit B: Form of Notice of Hearing

UNITED STATES POSTAL SERVICE®

Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here *Postmark with Date of Receipt.*
DCCP 100 W. Boston St Suite 5 Chandler, AZ 85225	49	49	UNITED STATES POSTAL SERVICE® 0000 U.S. POSTAGE PAID CHANDLER, AZ 85225 MAR 23, 21 AMOUNT $21.56 R2303S102862-04
	Postmaster, per *(name of receiving employee)* K. Motter		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. Lavenue LLC 282 wall St Chandler AZ 85225					
2. Sabas Brothers Rental LLC 3270 N Colorado St Chandler AZ 85225					
3. R 3.V Holdings LLC 60 N Bullmoose cir Chandler, AZ 85225					
4. CS Chandler Real estate LLC 7328 E Stetson Dr Chandler AZ 85225					
5. Yeoman family Revocable trust 1410 N. Mercer Chandler AZ 85225					
6. Qwest corporation 1801 California St 25th Floor Denver, CO 80202					

CHANDLER MAIN 85225 MAR 32 2021 USPS

CHANDLER MAIN 85225 MAR 23 2021 USPS

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	49	49	CHANDLER MAIN 85225 MAR 23 2021 USPS
	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. City of Chandler PO BOX 4008 MAIL STOP 416 Chandler, AZ 85225					
2. QWEST CORPORATION 1801 CALIFORNIA STREET 25TH FLOOR Chandler, AZ 85225					
3. DESERT VIKING - DOWNTOWN CHANDLER II LLC 542 W CHANDLER BLVD Chandler, AZ 85225					
4. LESTER HOSPITALITY - CHANDLER LLC PO BOX 9188 Chandler, AZ 85225					
5. SAN TAN BREWING PROPERTIES INC 8 S SAN MARCOS Chandler, AZ 85225					
6. D AND B RENTAL PROPERTIES LLC 67 W BOSTON Chandler, AZ 85225					

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	49	49	CHANDLER MAIN 85225 MAR 23 2021 USPS
	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. 201 SOUTH LLC 77 W CHICAGE ST UNIT 8 Chandler, AZ 85225					
2. DOLEZAL DARIN JAMES/DEBORAH SUE 1212 S 124TH ST Chandler, AZ 85225					
3. DARIN J DOLEZAL 271 S WASHINGTON ST Chandler, AZ 85225					
4. YEAMAN FAMILY REVOCABLE TRUST 1416 N MANOR CIRCLE Chandler, AZ 85225					
5. SSPA LLC 81 W Boston St Chandler, AZ 85225					
6. Fuller R Randall 118 W Boston St Chandler, AZ 85225					

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Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here *Postmark with Date of Receipt.*
	4	4	CHANDLER MAIN 85225 MAR 23 2021 USPS
	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. Lavenue LLC 560 N Benson LN Chandler, AZ 85225					
2. PSCI Investments LLC 77 W Chicago St Unit 8 Chandler, Az 85225					
3. Thomas Holdings LLC Casa Blanca Dr Unit 317 Paradise Valley, AZ 85253					
4. JAM Management LLC 24621 S 122nd St Chandler, AZ 85249					
5.					
6.					

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	49	49	CHANDLER MAIN 85225 MAR 23 2021 USPS
	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. HALL INVESTMENT PROPERTIES IV LLC 620 SAN MARCOS DR Chandler, AZ 85225					
2. CHANDLER CITY CENTER DEVELOPERS LLC PO BOX 12819 Chandler, AZ 85225					
3. MOUNTAIN FIELD LLC 8 S SAN MARCOS PL Chandler, AZ 85225					
4. Jack in the Box Properties LLC 9357 Spectrum Center BLVD San Diego, CA 92123					
5. Ennabe Properties LLC 11310 Valley BLVD El Monet, CA 91731					
6. Lester Hospitality-Chandler LLC PO BOX 91888 Rapid City, SD 57709					

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	49	49	CHANDLER MAIN 85225 MAR 23 2021 USPS
	Postmaster, per *(name of receiving employee)* K. Nater		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. COR ARIZONA AVENUE COMPANY LLC 71 E CHANDLER BLVD STE 200 Chandler, AZ 85225					
2. 25 South Arizona Place LLC 3821 N 54th CT Phoenix, AZ 85018					
3. DT CHANDLER PROPERTY LLC 10990 WILSHIRE BLVD NO 1060 Chandler, AZ 85225					
4. NIGHTWALK LLC 24416 S SUNBROOK DR Chandler, AZ 85225					
5. SERRANO FAMILY PARTNERSHIP LP 141 S ARIZONA AVE Chandler, AZ 85225					
6. CIRCLE K STORES INC PO BOX 52085 Chandler, AZ 85225					

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	49	49	CHANDLER MAIN 85225 MAR 23 2021 USPS
	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. Chandler City Center Developers LLC PO BOX 12819 Nashville, TN 37212					
2. Sciacca Peter George 77 W Chicago St No 8 Chandler, Az 85225					
3. Ochun Holdings LLC 101 W Boston St Chandler, AZ 85224					
4. Downtown Hotel LLC 153 Payne Stewart Dr Branson, MO 65616					
5. 77 LLC 81 W Boston St Chandler, AZ 85225					
6. Fifty Five LLC 560 N Benson LN Chandler, AZ 85224					

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	49	49	CHANDLER MAIN 85225 MAR 23 2021 USPS
	Postmaster, per *(name of receiving employee)* K. Motter		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. DJS Rentals LLC 67 W Boston St Chandler, AZ 85225					
2. New Square LLC 2577 Queen Creek Rd STE 111 Chandler, AZ 85248					
3. Spike Lawrence Ventures 1 LLC 2577 Queen Creek Rd STE 111 Chandler, AZ 85248					
4. Sabas David JR TR/DJS Rentals 67 W Boston St Chandler, AZ 85225					
5. Norris D Walter Trust 1720 E Morelos Dt Chandler, AZ 85225					
6. Lyrehc Investments LLC/Altan Dan 2707 Congress St 1J San Diego, CA 92110					

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Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here *Postmark with Date of Receipt.*
DCP 100 W Boston St Suite 5 Chandler, AZ 85225	49	49	CHANDLER MAIN 85225 MAR 23 2021 USPS
	Postmaster, per *(name of receiving employee)* K. Mathis		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. PSRI investments LLC 77 W Chicago St No 6 Chandler AZ 85225					
2. Southwest Latin Am Distch of Nazarene 141 S. California St Chandler AZ 85225					
3. 290 S. Arizona Ave LLC 8350 E Raintree Dr. No 150 X2 Chandler, AZ 85225					
4. Cor Arizona Avenue Company LLC 540 Towne Dr Chandler, AZ 85225					
5. 55 North Arizona Ave Place LLC 3921 N 54th Ct Phx AZ 85018					
6. Saba Brothers Rental LLC 3270 N. Colorado St Chandler, AZ 85225					

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Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here *Postmark with Date of Receipt.*
DCP 100 W Boston St Suite 5 Chandler AZ 85225	44	49	CHANDLER MAIN 85225 MAR 23 2021 USPS
	Postmaster, per *(name of receiving employee)* L Nolan		

USPS® Tracking Number / Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. Boston Properties LLC 100 W Boston St Chandler, AZ 85225					
2. 240 S. Arizona Ave LLC 8350 E Raintree Dr No 130 Chander, AZ 85225					
3. Downtown Development LLC 18541 E Morning Star Way Chandler, AZ 85225					
4.					
5.					
6.					

See Reverse for Instructions

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Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here *Postmark with Date of Receipt.*
DCCP 100 W Boston St Suite 5 Chandler, AZ 85225	5	5	CHANDLER MAIN 85225 MAR 24 2021 USPS
	Postmaster, per *(name of receiving employee)*		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Parcel Airlift
1. 77 LLC 62 W Boston St Chandler, AZ 85224		
2. fifty five LLC 560 N. Benson Ln Chandler, AZ 85224		
3. Down Town Hotel LLC 153 S. Payne Stewart Dr Branson, MO 65616		
4. Chandler City Center Developers PO Box 12819 Nashville, TN 37212	LLC	
5. Saba David JR TR / DSS Rentals 62 Boston St Chandler, AZ 85225	LLC	
6.		

CHANDLER MAIN 85225
MAR 24 2021

UNITED STATES POSTAL SERVICE®
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U.S. POSTAGE PAID
CHANDLER, AZ
85225
MAR 24, 21
AMOUNT
$2.20
R2303S102862-02

99	303-08-980	DT CHANDLER LLC	140 E RIO SALADO PKWY STE 209	TEMPE AZ 85	0
100	303-08-979	CHANDLER CITY OF	PO BOX 4008 MS 606	CHANDLER A	0
101	303-08-976	CHANDLER CITY OF	PO BOX 4008 MS 606	CHANDLER A	35,081
102	303-08-161	QWEST CORPORATION	1801 CALIFORNIA STREET 25TH FLOOR	DENVER CO	29,410
103	303-08-977	CHANDLER CITY OF	PO BOX 4008 MS 606	CHANDLER A	0
104	303-08-978	CHANDLER CITY OF	PO BOX 4008 MS 606	CHANDLER A	34,047
106	303-08-242	DESERT VIKING - DOWNTOWN CHANDLER II LLC	542 W CHANDLER BLVD	CHANDLER A	17,085
107	303-08-982	CHANDLER CITY OF	PO BOX 4008 MS 606	CHANDLER A	0
108	303-08-106C	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
109	303-08-002	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
110	303-08-003	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	47,910
111	303-08-004	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
112	303-08-005	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
113	303-08-006	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
114	303-08-007	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
115	303-08-008	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
116	303-08-009	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
117	303-08-010	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
118	303-08-011	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
119	303-08-012	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
120	303-08-014	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
121	303-08-013B	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188	RAPID CITY S	0
124	303-08-015A	SAN TAN BREWING PROPERTIES INC	8 S SAN MARCOS	CHANDLER A	11,614
125	303-08-016	DESERT VIKING-DOWNTOWN CHANDLER I LLC	542 W CHANDLER BLVD	CHANDLER A	6,550
126	303-08-017	DESERT VIKING-DOWNTOWN CHANDLER I LLC	542 W CHANDLER BLVD	CHANDLER A	0
127	303-08-018C	D AND B RENTAL PROPERTIES LLC	67 W BOSTON	CHANDLER A	3,629
128	303-08-018D	HALL INVESTMENT PROPERTIES IV LLC	620 SAN MARCOS DR	CHANDLER A	1,140
129	303-08-018B	HALL INVESTMENT PROPERTIES III LLC/HALL E H	620 W SAN MARCOS DR	CHANDLER A	1,500
130	303-08-019	D AND B RENTAL PROPERTIES LLC	67 W BOSTON	CHANDLER A	3,500
131	303-08-020	D AND B RENTAL PROPERTIES LLC	67 W BOSTON	CHANDLER A	3,150
132	303-08-021	D AND B RENTAL PROPERTIES LLC	67 W BOSTON	CHANDLER A	2,512
133	303-08-022	D AND B RENTAL PROPERTIES LLC	67 W BOSTON	CHANDLER A	2,775
134	303-08-023	CHANDLER CITY CENTER DEVELOPERS LLC	P O BOX 12819	NASHVILLE T	11,271
135	303-08-084	MOUNTAIN FIELD LLC	8 S SAN MARCOS PL	CHANDLER A	0
136	303-08-082	MOUNTAIN FIELD LLC	8 S SAN MARCOS PL	CHANDLER A	2,515
137	303-08-081	MOUNTAIN FIELD LLC	8 S SAN MARCOS PL	CHANDLER A	0
138	303-08-077	HALL INVESTMENT PROPERTIES V LLC	620 W SAN MARCOS DR	CHANDLER A	4,045
139	303-08-075	HALL INVESTMENT PROPERTIES LLC	620 W SAN MARCOS DR	CHANDLER A	0
140	303-08-073	HALL INVESTMENT PROPERTIES LLC	620 W SAN MARCOS DR	CHANDLER A	0
146	303-08-078	FULLER R RANDALL	118 W BOSTON ST	CHANDLER A	0
147	303-08-080A	FULLER R RANDALL	118 W BOSTON ST	CHANDLER A	1,322
148	303-08-079A	BOSTON STREET PROPERTIES LLC	18541 E MARY ANN WAY	QUEEN CREE	2,604
149	303-08-083H	HALL INVESTMENT PROPERTIES LLC	620 W SAN MARCOS DR	CHANDLER A	840
150	303-08-083G	HALL INVESTMENT PROPERTIES LLC	620 W SAN MARCOS DR	CHANDLER A	595
151	303-08-083F	HALL INVESTMENT PROPERTIES LLC	620 W SAN MARCOS DR	CHANDLER A	612
152	303-08-083E	HALL INVESTMENT PROPERTIES LLC	620 W SAN MARCOS DR	CHANDLER A	0
153	303-08-083D	HALL INVESTMENT PROPERTIES LLC	620 W SAN MARCOS DR	CHANDLER A	0
154	303-08-083C	HALL INVESTMENT PROPERTIES LLC	620 W SAN MARCOS DR	CHANDLER A	0
155	303-08-083B	HALL INVESTMENT PROPERTIES LLC	620 W SAN MARCOS DR	CHANDLER A	2,380
156	303-08-083A	HALL INVESTMENT PROPERTIES LLC	620 W SAN MARCOS DR	CHANDLER A	612
167	303-09-032	BOSTON PROPERTIES LLC	149 W BOSTON ST	CHANDLER A	0
168	303-09-031	BOSTON PROPERTIES LLC	149 W BOSTON ST	CHANDLER A	0
169	303-09-030	BOSTON PROPERTIES LLC	149 W BOSTON ST	CHANDLER A	9,441
170	303-09-029	LYREHC INVESTMENTS LLC/ALTAN DAN	2707 CONGRESS ST STE 1J	SAN DIEGO C	3,720
171	303-09-028	DOWNTOWN DEVELOPMENT LLC	18541 E MARY ANN WAY	QUEEN CREE	7,798
172	303-09-027	OCHUN HOLDINGS LLC	101 W BOSTON	CHANDLER A	3,240
189	303-09-001A	PSCI INVESTMENTS LLC	77 W CHICAGO ST UNIT 8	CHANDLER A	2,719
190	303-09-002A	HALL INVESTMENT PROPERTIES V LLC	620 W SAN MARCOS DR	CHANDLER A	2,000
191	303-09-003	R & V HOLDINGS LLC	6 N BULLMOOSE CIR	CHANDLER A	4,758

192	303-09-004	DJS RENTALS LLC	67 W BOSTON ST	CHANDLER A	3,000
193	303-09-005	DJS RENTALS LLC	67 W BOSTON ST	CHANDLER A	0
194	303-09-006	SABA DAVID JR TR/DJS RENTALS LLC	67 W BOSTON ST	CHANDLER A	8,000
196	303-09-007C	CS CHANDLER REAL ESTATE LLC	7328 E STETSON DR	SCOTTSDALE	4,592
197	303-09-008	SABA BROTHERS RENTALS LLC	3270 N COLORADO ST	CHANDLER A	0
198	303-09-009	SABA BROTHERS RENTALS LLC	3270 N COLORADO ST	CHANDLER A	0
199	303-09-010	SABA BROTHERS RENTALS LLC	3270 N COLORADO ST	CHANDLER A	0
200	303-09-011	SABA BROTHERS RENTALS LLC	3270 N COLORADO ST	CHANDLER A	11,319
201	303-09-174	DOWN TOWN HOTEL LLC	153 S PAYNE STEWART DR	BRANSON M	68,702
202	303-09-172	NEW SQUARE LLC	2577 QUEEN CREEK RD STE 111	CHANDLER A	8,366
203	303-09-170	NEW SQUARE LLC	2577 QUEEN CREEK RD STE 111	CHANDLER A	0
204	303-09-173	SPIKE LAWRENCE VENTURES 1 LLC	2577 QUEEN CREEK RD STE 111	CHANDLER A	0
205	303-09-171	NEW SQUARE LLC	2577 QUEEN CREEK RD STE 111	CHANDLER A	50,919
206	303-09-086	77 LLC	81 W BOSTON ST	CHANDLER A	4,400
207	303-09-169	FIFTY FIVE L L C	560 N BENSON LN	CHANDLER A	2,401
208	303-09-168	LAVENUE LLC	560 N BENSON LN	CHANDLER A	3,840
209	303-09-095B	PSCI INVESTMENTS LLC	77 W CHICAGO ST NO 6	CHANDLER A	1,376
210	303-09-095A	LAVENUE LLC	242 S WALL ST	CHANDLER A	970
211	303-09-097	SSPA LLC	81 W BOSTON ST	CHANDLER A	0
212	303-09-099	SSPA LLC	81 W BOSTON ST	CHANDLER A	0
217	303-09-084	THOMAS HOLDINGS LLC	5101 N CASA BLANCA DR UNIT 317	PARADISE VA	630
219	303-09-087B	LAVENUE LLC	560 N BENSON LN	CHANDLER A	0
220	303-09-089	LAVENUE LLC	560 N BENSON LN	CHANDLER A	0
223	303-09-091A	SCIACCA PETER GEORGE	77 W CHICAGO ST NO 8	CHANDLER A	0
224	303-09-094	DESERT VIKING - DOWNTOWN CHANDLER IV LLC	3002 E WASHINGTON ST	PHOENIX AZ	6,591
225	303-09-096	DESERT VIKING - DOWNTOWN CHANDLER IV LLC	3002 E WASHINGTON ST	PHOENIX AZ	6,700
226	303-09-098	DESERT VIKING - DOWNTOWN CHANDLER IV LLC	3002 E WASHINGTON ST	PHOENIX AZ	6,700
227	303-09-100	ENNABE PROPERTIES INC	11310 VALLEY BLVD	EL MONTE C	0
228	303-09-102	ENNABE PROPERTIES INC	11310 VALLEY BLVD	EL MONTE C	4,760
229	303-09-104	ENNABE PROPERTIES INC	11310 VALLEY BLVD	EL MONTE C	0
230	303-09-106	ENNABE PROPERTIES INC	11310 VALLEY BLVD	EL MONTE C	0
231	303-06-064A	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR	FAYETTEVILL	0
232	303-06-065A	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR	FAYETTEVILL	0
233	303-06-068	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR	FAYETTEVILL	0
234	303-06-069	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR	FAYETTEVILL	0
235	303-06-071A	JACK IN THE BOX PROPERTIES LLC	9357 SPECTRUM CENTER BLVD	SAN DIEGO C	2,646
236	303-06-075	JACK IN THE BOX PROPERTIES LLC	9357 SPECTRUM CENTER BLVD	SAN DIEGO C	0
248	303-06-067A	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR	FAYETTEVILL	0
249	303-06-066	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR	FAYETTEVILL	0
250	303-06-063A	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR	FAYETTEVILL	0
319	303-06-139	55 NORTH ARIZONA PLACE LLC	3821 N 54TH CT	PHOENIX AZ	0
320	303-06-138	55 NORTH ARIZONA PLACE LLC	3821 N 54TH CT	PHOENIX AZ	104,293
344	303-06-020D	25 SOUTH ARIZONA PLACE LLC	3821 N 54TH CT	PHOENIX AZ	0
345	303-06-001D	25 SOUTH ARIZONA PLACE LLC	3821 N 54TH CT	PHOENIX AZ	107,124
347	303-06-001C	25 SOUTH ARIZONA PLACE LLC	3821 N 54TH CT	PHOENIX AZ	0
349	303-06-121C	25 SOUTH ARIZONA PLACE LLC	3821 N 54TH CT	PHOENIX AZ	0
357	303-10-002A	DESERT VIKING-DOWNTOWN CHANDLER III LLC	542 W CHANDLER BLVD	CHANDLER A	5,979
358	303-10-003C	DESERT VIKING-DOWNTOWN CHANDER V LLC	3002 E WASHINGTON ST	PHOENIX AZ	5,318
360	303-10-006A	NIGHTWALK LLC	24416 S SUNBROOK DR	SUN LAKES A	12,000
361	303-10-010	SERRANO FAMILY PARTNERSHIP LP	141 S ARIZONA AVE	CHANDLER A	0
362	303-10-011	SERRANO FAMILY PARTNERSHIP LP	141 S ARIZONA AVE	CHANDLER A	0
363	303-10-012	SERRANO FAMILY L P	141 S ARIZONA AVE	CHANDLER A	0
364	303-10-059	SERRANO FAMILY LIMITED PARTNERSHIP	141 S ARIZONA AVE	CHANDLER A	0
365	303-10-062	SERRANO FAMILY LIMITED PARTNERSHIP	141 S ARIZONA AVE	CHANDLER A	5,477
366	303-10-064	SERRANO FAMILY L P	141 S ARIZONA AVE	CHANDLER A	7,500
376	303-10-106A	CIRCLE K STORES INC	PO BOX 52085	PHOENIX AZ	4,739
377	303-10-083	201 SOUTH LLC	77 W CHICAGE ST UNIT 8	CHANDLER A	6,750
378	303-10-084	201 SOUTH LLC	77 W CHICAGE ST UNIT 8	CHANDLER A	0
379	303-10-085	201 SOUTH LLC	77 W CHICAGE ST UNIT 8	CHANDLER A	0

380	303-10-080	JAM MANAGEMENT LLC	24621 S 122ND ST	CHANDLER A	3,125
381	303-10-105	DOLEZAL DARIN JAMES/DEBORAH SUE	1212 S 124TH ST	CHANDLER A	0
382	303-10-104	DOLEZAL DARIN JAMES/DEBORAH SUE	1212 S 124TH ST	CHANDLER A	0
383	303-10-098	DOLEZAL DARIN J/DEBBIE S	271 S WASHINGTON ST	CHANDLER A	5,940
384	303-10-093	YEAMAN FAMILY REVOCABLE TRUST DATED MARCH	1416 N MANOR CIRCLE	CHANDLER A	2,880
385	303-10-075	YEAMAN FAMILY REVOCABLE TRUST DATED MARCH	1416 N MANOR CIRCLE	CHANDLER A	1,440

ITEM 28

City Council Memorandum **Development Services** **Memo No.** N/A

Date: May 13, 2021
To: Mayor and Council
From: Development Services Department
Subject: Study Session & Regular Minutes of March 17, 2021, Planning and Zoning Commission

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Attachments

March 17, 2021 Regular Minutes
March 17, 2021 Study Session Minutes

REGULAR MEETING MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA March 17, 2021, held in the City Council Chambers, 88 E. Chicago Street.

1. **CALL TO ORDER/ ROLL CALL**

CHAIRMAN HEUMANN called the Regular Meeting to order at 5:30 p.m.
The following Commissioners answered Roll Call:
Chairman Rick Heumann
Commissioner Robert Klob
Commissioner George Kimble
Commissioner Matt Eberle
Commissioner Michael Flanders

Absent and Excused:
Vice Chairman David Rose
Commissioner Gregg Pekau

Also, present:
Mr. David de la Torre, Planning Manager
Ms. Lauren Schumann, Senior City Planner
Mr. Ben Cereceres, City Planner
Mr. Zachary Werdean, Associate Planner
Mr. Thomas Allen, Assistant City Attorney
Ms. Julie San Miguel, Clerk

2. **PLEDGE OF ALLEGIANCE:**

Pledge of Allegiance led by COMMISSIONER KIMBLE.

3. **APPROVAL OF MINUTES**

a. Study Session Minutes of The Planning and Zoning Commission held on Wednesday, March 3, 2021 are approved.

MOVED BY COMMISSIONER EBERLE, second by COMMISSIONER KLOB to approve the Study Session Minutes of The Planning and Zoning Commission of the City of Chandler held on Wednesday, March 3, 2021.

The motion passed unanimously 5-0.

Chairman Rick Heumann – In Favor
Commissioner George Kimble – In Favor
Commissioner Robert Klob – In Favor
Commissioner Matt Eberle– In Favor
Commissioner Michael Flanders– In Favor

b. Regular Meeting Minutes of The Planning and Zoning Commission of the City of Chandler held on Wednesday, March 3, 2021 are approved.

MOVED BY COMMISSIONER EBERLE, second by COMMISSIONER KLOB to approve the Regular Meeting Minutes of The Planning and Zoning Commission of the City of Chandler held on Wednesday, March 3, 2021.

The motion passed unanimously 5-0.

Chairman Rick Heumann – In Favor
Commissioner George Kimble – In Favor
Commissioner Robert Klob – In Favor
Commissioner Matt Eberle– In Favor
Commissioner Michael Flanders– In Favor

4. **AGENDA ITEMS:**

CHAIRMAN HEUMANN informed the audience before the regular meeting Commission and Staff met in open study session to discuss the four items on the agenda, Items A, C, and D are on consent and Item B has been continued.

***a. PLH20-0052/PLT20-0039 SERENE ESTATES**

Request Rezoning from Neighborhood Commercial District (C-1) to Planned Area Development (PAD) for single-family residential, Preliminary Development Plan approval for subdivision layout and housing product, and Preliminary Plat approval for a 15-lot subdivision on approximately 2.3 acres located northwest of the northwest corner of Galveston and Hartford streets.

Background

- Approximately 2.3 net acres and undeveloped
- Site zoned C-1, allowing for commercial uses to support the immediate neighborhood
- Subject site wraps an existing commercial corner with a laundry mat, convenience store, and restaurant
- General Plan designates the site as Neighborhoods and is considered infill
- Project consist of 15 lots totaling 6.4 du/ac

Surrounding Land Use Data

North	Alley then single family	South	Galveston Street then single family and two-story apartments
East	Hartford Street then two-story apartments	West	Alley then single family

General Plan Designation

Plan	Recommended Land Use	Proposed Amendment

General Plan	Neighborhoods	No Change

Proposed Development

	Single family subdivision
# of Lots	15 single family lots
Density	6.4 dwelling units per acre
Building Setbacks (min.)	• Front – 8.6 ft. to livable, 20 ft. to garage from back of sidewalk • Sides – 5 ft. & 5 ft. • Rear - 10 ft., designated lots in exhibit allow for single-story, attached patios to encroach 5 ft. into 10 ft. setback
Lot Size	Lots range from 3,612 sq. ft. to 6,748 sq. ft.
Lot Coverage (max.)	65 percent
Building Height (max.)	All homes two-story; 28 ft. to midpoint of peak
Architecture Theme	Contemporary and Farmhouse
Number of Elevations	6
House Size	1,795 sq. ft. to 2,292 sq. ft.
Number of Floor Plans	3
Parking Spaces	• Each lot provides a two-vehicle garage with driveways • On-street parking provided on both sides of street; subdivision is not gated

Review and Recommendation

Planning staff finds the proposal consistent with the General Plan. Due to the infill nature of the site, the lots are smaller than adjacent single-family homes to the west and north. However, a twenty-foot alley separates the existing homes and the proposed development. The proposed two-story product is an appropriate transition from the neighborhood commercial to the single-family lots. The proposed single-family subdivision will provide a public local street through the development, which allows for parking on both sides of the street for guest and residents. An amenity is not proposed due to size constraints of providing a public street but a public park (Navarrete Park) and two schools are within walking distance of the proposed development.

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. In order to provide private covered patios for each lot, eight lots request to encroach five (5) feet into the rear yard setback to provide an adequate patio cover. Some to these lots have the ability to build the private patio in the side yard with the

appropriate floor plan. As recommended by Planning staff, all lots are required to provide a covered patio in either the rear or side yard at the time of construction.

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

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 February 10, 2021. Ten (10) households attended the virtual meeting; only two residents asked questions about the proposal. One resident asked about the proposed walls along the alley, construction timelines and cost of homes. The other resident had concerns with two-story adjacent to single-story regarding privacy issues and concerns with having an Homeowner's Association (HOA) for the new subdivision as they thought it meant excluding the proposed subdivision from the City's rules.

- Planning staff has received one phone call after the neighborhood meeting from the concerned resident. Their concerns included the proposed architecture of the homes is "too modern" for the surrounding neighborhood, two-story homes adjacent to single-story, and the resident thought the property should develop as a community center or library for the neighborhood children. The resident is opposed to the request.

- Planning staff has received a letter of support and opposition from two residents who abut the proposal and attended the neighborhood meeting. The letters are attached.

Recommended Actions

Rezoning
Planning staff recommend Planning and Zoning Commission move to recommend approval of rezoning from C-1 to PAD for single family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Serene Estates" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0052, 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. 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. 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.

4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

5. Minimum setbacks shall be as provided below and further detailed in the development booklet:

Front yard setbacks	8.6 ft. to livable; 20 ft. to garage from back of sidewalk
Side yard setbacks	5 ft. and 5 ft.
Rear yard setback	10 ft., designated lots in exhibit allow for single-story, attached patios to encroach 5 ft. into 10 ft. setback

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 "Serene Estates" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0052, 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. 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.

9. All lots shall provide a cover patio in either the rear or side yard at the time of construction.

10. Add more articulation to roof such as a dormer to 2072 farmhouse plan.

11. Left elevation on both 1795 plans shall be enhanced to create more articulation.

12. The front elevation of the 1795 contemporary plan shall break up the horizontal element of the porch roof to create vertical elements.

13. Plan 2292 contemporary shall create more articulation on the rear to mimic the front elevation.

14. Monument signs shall be added to both entrances to be architecturally compatible with the materials and colors of the homes.

15. Same elevation shall not be built side by side.

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.

An Addendum Memo was presented to the Commission, Planning staff received correspondence from a resident surveying the neighborhood. The correspondence stated concerns related to the two- story housing project and was added as an attachment.

CHAIRMAN HEUMANN requested that staff present the additional stipulations to the commission and audience.

DAVID DE LA TORRE, PLANNING MANAGER presented additional stipulations reflected under #10 through #15 of the Preliminary Development plan.

Proposed Motions

Rezoning
Move Planning and Zoning Commission recommend approval of PLH20-0052 Serene Estates, rezoning from C-1 to PAD for single family residential, subject to conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH20-0052 Serene Estates, subject to conditions as recommended by Planning staff.

Preliminary Plat
Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT20-0039 Serene Estates, as recommended by Planning staff.

***b. PLH20-0063/PLT21-0008 MCKINLEY GLENN**
Request Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for single-family residential, Preliminary Development Plan approval for subdivision layout, and Preliminary Plat approval for a 22-lot subdivision on approximately 9 acres located east of the southeast corner of Chandler Heights and

Cooper roads. **(CONTINUED TO APRIL 21, 2021, PLANNING AND ZONING COMMISSION)**

Staff requests a continuance to the April 21, 2021, Planning and Zoning Commission meeting to allow more time to finalize the preliminary plat for the proposed development.

Proposed Motion

Motion Planning and Zoning Commission to continue PLH20-0063/PLT21-0008 McKinley Glenn, as recommended by Planning staff.

***c. PLH20-0054 BAR @118W**

Request Use Permit approval for a bar and an Entertainment Use Permit for outside speakers in a courtyard located on a property zoned City Center District (CCD). The subject property is located at 118 W. Boston Street, generally located approximately 500 feet west of Arizona Avenue, between Chandler Boulevard and Frye Road.

Background

- Zoned as City Center District (CCD).
- Zoning Code requires Use Permit approval for bar, cocktail lounge in all zoning districts.
- Zoning Code requires Entertainment Use Permit approval when outdoor speakers and/or live entertainment is provided and the establishment is located within 1,320 feet of residential property. The subject site is located approximately 292 feet east of existing residential properties.

Surrounding Land Uses

North	Abandoned building (CCD)	South	Commercial stores and restaurants (CCD)
East	Eye lash extensions & offices (CCD)	West	Chiropractic office (CCD)

Proposed Business Operations

Building/Suite Area	757 building sq. ft. & 1,150 sq. ft. courtyard
# of employees	10-12 employees
Hours of Operation	10:00 AM - 2:00 AM Daily
Hours of Entertainment	5 small outdoor speakers will provide background music during hours of operation, 10:00 AM - 2:00 AM Monday – Friday No live entertainment will be provided
# of seats	Approximately 29 indoor seats and 35 patio seats.

General Plan and Area Plan Designations

2016 General Plan	Neighborhood & Downtown Chandler Growth Area
Downtown-South Arizona Avenue Area Plan	Urban commercial & Future Growth Area

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. The General Plan Downtown Chandler Growth Area is called out as a destination for arts, entertainment, tourism, specialty retail, and special events.

Planning staff also finds the proposal to be consistent with policies of the Downtown South

Arizona Avenue Area Plan as urban commercial denotes areas that are appropriate for retail, restaurant, and personal services. The future growth area denotes that the area is intended for future expansion of the cultural and entertainment category, which includes support uses such as performing arts, art galleries, hotels, retail, restaurant, dance clubs, cinemas, and amusement arcades.

Review and Recommendation

Planning staff finds the use permit request for a bar compatible with the surrounding uses.

The hours of operation do conflict with the commercial and office uses. The omission of live entertainment will further help the bar blend into the commercial/office strip.

The entertainment use permit is for background music only in their courtyard.
The bar expects to be busier at night after 5:00 P.M., when the commercial and office uses are closed for the night. The establishment shall provide a contact phone number for a responsible person to any interested neighbors and property owners to resolve any noise complaints, if there so happens to be any.
Planning staff finds the proposal to be consistent with the goals of the General Plan and Area Plan and recommend approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on March 3rd, 2021. There was one attendee.
- Neighbor was concerned about live entertainment potentially being provided; applicant advised the neighbor that there will be none.

- As of the writing of this memo, Planning staff is unaware of opposition to the request.

Recommended Action

Planning staff recommends Planning and Zoning Commission move to recommend approval of a Use Permit for a bar and an Entertainment Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved attachments (Floor Plan and Narrative) shall void the Use Permit and require new Use Permit application and approval for a bar.

2. Substantial expansion or modification beyond the approved attachments (Floor Plan and Narrative) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.

3. The Use Permit is non-transferable to any other location.

4. The Entertainment Use Permit is non-transferable to any other location.

5. The site shall be maintained in a clean and orderly manner.

6. No noise shall be emitted from external speakers or live entertainment in such a manner that exceeds the general level of noise emitted by uses outside the premises of the business and disturbs adjacent businesses and residential areas.

7. The establishment shall provide a contact phone number for a responsible person (i.e., bar owner and/or manager) to any interested neighbors and property owners to resolve noise complaints quickly and directly.

8. The Use Permit for a bar shall remain in effect for two (2) years from the date of City Council approval. Continuation of the Use Permit for a bar beyond the expiration date shall require reapplication to and approval by the City of Chandler.

9. The Entertainment Use Permit shall remain in effect for two (2) years from the date of City Council approval. Continuation of the Entertainment Use Permit beyond the expiration date shall require reapplication to and approval by the City of Chandler.

Proposed Motion

Motion Planning and Zoning Commission to recommend approval of Use Permit and Entertainment Use permit case, PLH20-0054 Bar @118W, subject to the conditions as recommended by Planning staff.

***d. PLH20-0067 THE JOHNATHAN**

Request Preliminary Development Plan approval to amend a comprehensive sign plan for an existing office/retail building. The subject property is located at 55 N. Arizona Place, generally located east of the southeast corner Arizona Avenue and Buffalo Street.

Background

- 38,400 Square Foot Site, 105,000 Square Foot Building
- Subject site zoned Planned Area Development (PAD) for Office, Retail and Parking Garage Development in 1997
- The original Preliminary Development Plan (PL98-0142 Chandler Office Center) for signage was approved in 1999.

Signage

	Existing (PL98-0142)	**Proposed**
Type of signage	**Major Tenant:** 17,500 square feet of leased space or more **Minor Tenant:** First floor occupancy and 5,000 square feet or more of leased space	**Major Tenant:** 15,000 square feet of leased space or more **Minor Tenant:** 15,000 square feet or less of leased space **Retail Sign:** Retail Tenants **Center ID Sign:** The Johnathan **Entry Wall Sign:** The Johnathan
Maximum number of signs allowed per tenant	**Major Tenant:** Two (2) **Minor Tenant:** One (1)	**Major Tenant:** Two (2) **Minor Tenant:** One (1) **Retail Tenant:** One (1) **Center ID Sign:** One (1)

		Entry Wall Sign: One (1)
Maximum number of signs allowed on the building concurrently	Four (4)	**Major Tenant:** Four (4) **Minor Tenant:** Four (4) **Retail:** Six(6) **Center ID:** One (1) **Entry Wall:** One (1)
Signage type location	**Major Tenant:** -Between 2ND and 3RD floor & above the 5TH floor **Minor Tenant:** Between 2nd and 3rd floor	**Major Tenant:** above the 5TH floor **Minor Tenant:** Above 2nd floor (If a minor tenant is located on the 3RD floor, their sign may be placed on the upper sign band) **Retail Sign:** Above colonnade **Center ID Sign:** Above first floor entry wall **Entry Wall Sign:** Mounted on entry block wall
Maximum Sign Dimensions	**Major Tenant & Minor Tenant:** -Minimum letter height of 24" and maximum letter height of 36" -Maximum sign width varies by sign band location	**Major Tenant:** 36" x 504" **Minor Tenant:** 24" x 301.6" **Retail Tenant:** 20" x 176.3" **Center ID Sign:** 20" x 216.8" **Entry Wall Sign:** 18" x 81"

Sign Material & Finish	**Major Tenant:** -Non-illuminated letters to fabricated from a brush stainless steel reverse pan channel letter/logo with 5" deep returns -Illuminated letters Logo with brushed stainless steel returns and ¾" stainless steel trim caps -Letter style and logo are subject to landlord approval **Minor Tenant:** -5" deep pan channel letters -Logo with brushed stainless steel returns and ¾" stainless steel trim caps -Letter style and logo are subject to landlord approval	**Major Tenant:** 3" deep individual pan channel letters Letter style and logo are subject to landlord **Minor Tenant:** 3" deep individual pan channel letters Letter style and logo are subject to landlord **Retail Tenant:** 3" deep individual pan channel letters with finished backs Letter style and logo are subject to landlord **Center ID Sign:** 3" deep, panel channel lettering. Returns finished backs and thin trim retailer painted white **Entry Wall Sign:** 1/4" thick flat cut out aluminum letterings painted black
Illumination	Signs located above 5TH floor are to be non-illuminated & Signs located between the 2nd and 3rd floor are to be illuminated **Major Tenant:** Internal illumination (white neon) **Minor Tenant:** Internal illumination (white neon)	**Major Tenant:** Halo illuminated with white LED **Minor Tenant:** Halo illuminated with white LED **Retail Tenant:** Non illuminated **Center ID Sign:** Face illuminated with white LED **Entry Wall Sign:** Non illuminated

Surrounding Land Use Data

North	Across Buffalo Street: Vacant lot zoned (CCD)	South	Across Commonwealth Avenue: Existing building zoned (PAD)
East	City Facilities including Library and Development Services Building	West	Across Arizona Place: City Park Zoned CCD

Review and Recommendation

Changes to the signage have not occurred since originally approved in 1999. The Preliminary Development Plan (PDP) to amend the existing sign plan comes at a time when the building is being updated to provide a more modern look.

Planning staff finds that the request for the amendment to the existing Comprehensive Sign Plan meets the intent of the Sign Code and the proposed signage is architecturally integrated with the building and provides an updated appearance that is harmonious with the buildings remodel.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on March 9, 2021. No neighbors were in attendance.
- Planning staff received one (1) comment in support of the request.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Recommended Action

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. Signage shall be in substantial conformance with the elevations, entitled Exhibits and kept on file in the City of Chandler Planning Division, in File No. PLH20-0067, modified by such conditions included at the time the exhibit was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. 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.

Proposed Motion

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH20-0067 The Johnathan for signage, subject to the conditions as recommended by Planning staff.

MOVED BY COMMISSIONER KOLB seconded by **COMMISSIONER FLANDERS** to approve the consent agenda with stipulations presented by staff.

The motion passed unanimously 5-0.

Chairman Rick Heumann – In Favor
Commissioner Robert Klob – In Favor
Commissioner Michael Flanders– In Favor
Commissioner George Kimble – In Favor
Commissioner Matt Eberle– In Favor

5. **BRIEFING ITEMS:**

None

6. **MEMBERS COMMENTS/ANNOUNCEMENTS**

Commissioner Robert Klob, will no longer reside within city limits, therefore, this is his last meeting with Planning and Zoning Commission. He was thanked for his many years of service as a commissioner and wished best of luck on future endeavors.

7. **CALENDAR**

The next Regular Meeting will be held on Wednesday, April 7, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street.

6. **ADJOURNMENT**

The regular meeting was adjourned at 5:36 p.m.

Rick Heumann, Chairman

Kevin Mayo, Secretary

STUDY SESSION MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA March 17, 2021, held in the City Council Chambers, 88 E. Chicago Street.

1. **CALL TO ORDER/ ROLL CALL**

CHAIRMAN HEUMANN called the study session to order at 4:35 p.m.
The following Commissioners answered Roll Call:
Chairman Rick Heumann
Commissioner Robert Klob
Commissioner George Kimble
Commissioner Matt Eberle
Commissioner Michael Flanders

Absent and Excused:
Vice Chairman David Rose
Commissioner Gregg Pekau

Also, present:
Mr. David de la Torre, Planning Manager
Ms. Lauren Schumann, Senior City Planner
Mr. Ben Cereceres, City Planner
Mr. Zachary Werdean, Associate Planner
Mr. Thomas Allen, Assistant City Attorney
Ms. Julie San Miguel, Clerk

2. **AGENDA ITEMS:**

***a. PLH20-0052/PLT20-0039 SERENE ESTATES**

Request Rezoning from Neighborhood Commercial District (C-1) to Planned Area Development (PAD) for single-family residential, Preliminary Development Plan approval for subdivision layout and housing product, and Preliminary Plat approval for a 15-lot subdivision on approximately 2.3 acres located northwest of the northwest corner of Galveston and Hartford streets.

Background

- Approximately 2.3 net acres and undeveloped
- Site zoned C-1, allowing for commercial uses to support the immediate neighborhood

- Subject site wraps an existing commercial corner with a laundry mat, convenience store, and restaurant
- General Plan designates the site as Neighborhoods and is considered infill
- Project consist of 15 lots totaling 6.4 du/ac

Surrounding Land Use Data

North	Alley then single family	South	Galveston Street then single family and two-story apartments
East	Hartford Street then two-story apartments	West	Alley then single family

General Plan Designation

Plan	Recommended Land Use	Proposed Amendment
General Plan	Neighborhoods	No Change

Proposed Development

	Single family subdivision
# of Lots	15 single family lots
Density	6.4 dwelling units per acre
Building Setbacks (min.)	• Front – 8.6 ft. to livable, 20 ft. to garage from back of sidewalk • Sides – 5 ft. & 5 ft. • Rear - 10 ft., designated lots in exhibit allow for single-story, attached patios to encroach 5 ft. into 10 ft. setback
Lot Size	Lots range from 3,612 sq. ft. to 6,748 sq. ft.
Lot Coverage (max.)	65 percent
Building Height (max.)	All homes two-story; 28 ft. to midpoint of peak
Architecture Theme	Contemporary and Farmhouse
Number of Elevations	6
House Size	1,795 sq. ft. to 2,292 sq. ft.
Number of Floor Plans	3
Parking Spaces	• Each lot provides a two-vehicle garage with driveways • On-street parking provided on both sides of street; subdivision is not gated

Review and Recommendation

Planning staff finds the proposal consistent with the General Plan. Due to the infill nature of the site, the lots are smaller than adjacent single-family homes to the west and north. However, a twenty-foot alley separates the existing homes and the proposed development. The proposed two-story product is an appropriate transition from the neighborhood commercial to the single-family lots. The proposed single-family subdivision will provide a public local street through the development, which allows for parking on both sides of the street for guest and residents. An amenity is not proposed due to size constraints of providing a public street but a public park (Navarrete Park) and two schools are within walking distance of the proposed development.

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. In order to provide private covered patios for each lot, eight lots request to encroach five (5) feet into the rear yard setback to provide an adequate patio cover. Some to these lots have the ability to build the private patio in the side yard with the appropriate floor plan. As recommended by Planning staff, all lots are required to provide a covered patio in either the rear or side yard at the time of construction.
Staff finds the proposal to be consistent with the goals of the General Plan and recommends approval subject to conditions.

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 February 10, 2021. Ten (10) households attended the virtual meeting; only two residents asked questions about the proposal. One resident asked about the proposed walls along the alley, construction timelines and cost of homes. The other resident had concerns with two-story adjacent to single-story regarding privacy issues and concerns with having an Homeowner's Association (HOA) for the new subdivision as they thought it meant excluding the proposed subdivision from the City's rules.

- Planning staff has received one phone call after the neighborhood meeting from the concerned resident. Their concerns included the proposed architecture of the homes is "too modern" for the surrounding neighborhood, two-story homes adjacent to single-story, and the resident thought the property should develop as a community center or library for the neighborhood children. The resident is opposed to the request.

- Planning staff has received a letter of support and opposition from two residents who abut the proposal and attended the neighborhood meeting. The letters are attached.

Recommended Actions

Rezoning

Planning staff recommend Planning and Zoning Commission move to recommend approval of rezoning from C-1 to PAD for single family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Serene Estates" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0052, 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. 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. 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.

4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

5. Minimum setbacks shall be as provided below and further detailed in the development booklet:

Front yard setbacks	8.6 ft. to livable; 20 ft. to garage from back of sidewalk
Side yard setbacks	5 ft. and 5 ft.
Rear yard setback	10 ft., designated lots in exhibit allow for single-story, attached patios to encroach 5 ft. into 10 ft. setback

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 "Serene Estates" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0052, 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. 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.

9. All lots shall provide a cover patio in either the rear or side yard at the time of construction.

Note: Stipulations 10-15 were added as a result of the Planning and Zoning's discussion during the study session:

10. Add more articulation to roof such as a dormer to 2072 farmhouse plan.

11. Left elevation on both 1795 plans shall be enhanced to create more articulation.

12. The front elevation of the 1795 contemporary plan shall break up the horizontal element of the porch roof to create vertical elements.

13. Plan 2292 contemporary shall create more articulation on the rear to mimic the front elevation.

14. Monument signs shall be added to both entrances to be architecturally compatible with the materials and colors of the homes.

15. Same elevation shall not be built side by side.

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.

An Addendum Memo was presented to the Commission as Planning staff received correspondence from a resident surveying the neighborhood. The correspondence stated concerns related to the two-story housing project and was added as an attachment.

CHAIRMAN HEUMANN requested to review the landscape plan. He believes the landscape will provide a nice transition from both sides of the street.

COMMISSIONER KIMBLE asked if the Homeowners Association restricts two-story housing within the subdivision.

LAUREN SCHUMANN, SENIOR PLANNER advised there are few existing two-story homes throughout the neighborhood and current zoning allows for two-story homes with a maximum height of thirty-feet.

COMMISSIONER HEUMANN clarified there is no Homeowners Association in the neighborhood.

COMMISSIONER KLOB presented statements regarding a cartoon sent in by a resident in opposition. He is partial to the project and does not believe it would be conducive to commercial, as it is a tough site to build on. He is favorable to the architecture and the contrasting styles between the farmhouse and the contemporary home options. Commissioner Klob presented comments regarding the need for more articulation on the upper roof of one of the farmhouse plans. He advised the option needs a vertical play to match the other farmhouse options. He further advised, that the left elevations on one of the plans needed more articulation such as a side patio and/or window to break up the blank wall.

LAUREN SCHUMANN, SENIOR PLANNER confirms Commissioner Klob's recommendations on record.

COMMISSIONER KLOB presented statements regarding the contemporary option and asked staff to assist the applicant to make them more cohesive. He shared the

same concerns with breaking up the blank wall on the left elevation that he had with the farmhouse plan.

CHAIRMAN HEUMANN asked Commissioner Klob if he believes it is better to narrow down the design to farmhouse, as the neighborhood is more traditional. He also asked, if having more designs would create a hodgepodge of homes and make the new development stand out in the neighborhood.

COMMISSIONER KLOB shared his opinion that the new homes will stand out anyway because they are a different style and taller. He further advised having six design options gives the builder diversity.

COMMISSIONER KLOB further addressed the contemporary design layout and expressed the need to for the porch roof to be broken up to create a horizontal break to and create more of a vertical element on the home. He acknowledged there is no monument sign or any signage and requested a stipulation be added in the event the builder wishes to add a sign. He recommended if a sign is added later; it be reviewed by design committee or commissioners, it meet design codes, and be complimentary to the architecture of the development.

LAUREN SCHUMANN, SENIOR PLANNER confirmed the commissioner's stipulation recommendation on record.

CHAIRMAN HEUMANN advised his preference of having signage for identification purposes and the possibility of lack of follow through if signage is not addressed in the beginning stages.

COMMISSIONER FLANDERS agreed with Commissioner Klob's assessment of the elevations and asked what the lot coverage for the subdivision is.

LAUREN SCHUMANN, SENIOR PLANNER explained the total lot coverage is 65% to allow outdoor areas to be usable and this is comparable to smaller lots that have come within the past two years.

COMMISSIONER FLANDERS mentioned there is more set back in the front than the back. He believes that this is a good project and asked staff to discuss with the applicant the possibility of shifting forward to help with the setbacks.

COMMISSIONER EBERLE asked if there was petition circulating.

LAUREN SCHUMANN, SENIOR PLANNER advised there is no a petition, but there is a neighbor who went door to door to see if residents had concerns. She collected letters that have been provided to the commission in the Agenda Packet and in the Addendum Memo.

CHAIRMAN HEUMANN asked if two of the three letters were from renters.

LAUREN SCHUMANN, SENIOR PLANNER stated no contact information was provided on the letters and when compared to Maricopa County Assessor's website that the signed name does not match the address provided.

CHAIRMAN HEUMANN explained he favors the farmhouse architecture as it sits better with the existing homes and expressed the concern of too many options creating a hodgepodge. He recently visited the area and noticed improvements made to Hartford Apartments and believes this is a good use of the property due to its location near a park and schools. Chairman Heumann further explains the homes would be great for families looking for a more affordable home in Chandler. He mentioned a previous attempt for this area was made by U-Haul, but it was not approved by City Council. He conveyed the necessity of signs for identification purposes and concurs with Commissioner Flanders that a shift in the front could make more room for the backyard. He directed staff to work with the applicant with the stipulations discussed this date.

Proposed Motions

Rezoning

Move Planning and Zoning Commission recommend approval of PLH20-0052 Serene Estates, rezoning from C-1 to PAD for single family residential, subject to conditions as recommended by Planning staff.

Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH20-0052 Serene Estates, subject to conditions as recommended by Planning staff.

Preliminary Plat

Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT20-0039 Serene Estates, as recommended by Planning staff.

***b. PLH20-0063/PLT21-0008 MCKINLEY GLENN**

Request Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for single-family residential, Preliminary Development Plan approval for subdivision layout, and Preliminary Plat approval for a 22-lot subdivision on approximately 9 acres located east of the southeast corner of Chandler Heights and Cooper roads. **(CONTINUED TO APRIL 21, 2021, PLANNING AND ZONING COMMISSION)**

Staff requests a continuance to the April 21, 2021, Planning and Zoning Commission meeting to allow more time to finalize the preliminary plat for the proposed development.

Proposed Motion

Motion Planning and Zoning Commission to continue PLH20-0063/PLT21-0008 McKinley Glenn, as recommended by Planning staff.

***c. PLH20-0054 BAR @118W**

Request Use Permit approval for a bar and an Entertainment Use Permit for outside speakers in a courtyard located on a property zoned City Center District (CCD). The subject property is located at 118 W. Boston Street, generally located approximately 500 feet west of Arizona Avenue, between Chandler Boulevard and Frye Road.

Background

- Zoned as City Center District (CCD).
- Zoning Code requires Use Permit approval for bar, cocktail lounge in all zoning districts.
- Zoning Code requires Entertainment Use Permit approval when outdoor speakers and/or live entertainment is provided and the establishment is located within 1,320 feet of residential property. The subject site is located approximately 292 feet east of existing residential properties.

Surrounding Land Uses

North	Abandoned building (CCD)	South	Commercial stores and restaurants (CCD)
East	Eye lash extensions & offices (CCD)	West	Chiropractic office (CCD)

Proposed Business Operations

Building/Suite Area	757 building sq. ft. & 1,150 sq. ft. courtyard
# of employees	10-12 employees
Hours of Operation	10:00 AM - 2:00 AM Daily
Hours of Entertainment	5 small outdoor speakers will provide background music during hours of operation, 10:00 AM - 2:00 AM Monday – Friday No live entertainment will be provided
# of seats	Approximately 29 indoor seats and 35 patio seats.

General Plan and Area Plan Designations

2016 General Plan	Neighborhood & Downtown Chandler Growth Area
Downtown-South Arizona Avenue Area Plan	Urban commercial & Future Growth Area

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. The General Plan Downtown Chandler Growth Area is called out as a destination for arts, entertainment, tourism, specialty retail, and special events.

Planning staff also finds the proposal to be consistent with policies of the Downtown South

Arizona Avenue Area Plan as urban commercial denotes areas that are appropriate for retail, restaurant, and personal services. The future growth area denotes that the area is intended for future expansion of the cultural and entertainment category, which includes support uses such as performing arts, art galleries, hotels, retail, restaurant, dance clubs, cinemas, and amusement arcades.

Review and Recommendation

Planning staff finds the use permit request for a bar compatible with the surrounding uses.

The hours of operation do conflict with the commercial and office uses. The omission of live entertainment will further help the bar blend into the commercial/office strip.

The entertainment use permit is for background music only in their courtyard.
The bar expects to be busier at night after 5:00 P.M., when the commercial and office uses are closed for the night. The establishment shall provide a contact phone number for a responsible person to any interested neighbors and property owners to resolve any noise complaints, if there so happens to be any.
Planning staff finds the proposal to be consistent with the goals of the General Plan and Area Plan and recommend approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on March 3rd, 2021. There was one attendee.
- Neighbor was concerned about live entertainment potentially being provided; applicant advised the neighbor that there will be none.
- As of the writing of this memo, Planning staff is unaware of opposition to the request.

Recommended Action

Planning staff recommends Planning and Zoning Commission move to recommend approval of a Use Permit for a bar and an Entertainment Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved attachments (Floor Plan and Narrative) shall void the Use Permit and require new Use Permit application and approval for a bar.

2. Substantial expansion or modification beyond the approved attachments (Floor Plan and Narrative) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.

3. The Use Permit is non-transferable to any other location.

4. The Entertainment Use Permit is non-transferable to any other location.

5. The site shall be maintained in a clean and orderly manner.

6. No noise shall be emitted from external speakers or live entertainment in such a manner that exceeds the general level of noise emitted by uses outside the premises of the business and disturbs adjacent businesses and residential areas.

7. The establishment shall provide a contact phone number for a responsible person (i.e., bar owner and/or manager) to any interested neighbors and property owners to resolve noise complaints quickly and directly.

8. The Use Permit for a bar shall remain in effect for two (2) years from the date of City Council approval. Continuation of the Use Permit for a bar beyond the expiration date shall require reapplication to and approval by the City of Chandler.

9. The Entertainment Use Permit shall remain in effect for two (2) years from the date of City Council approval. Continuation of the Entertainment Use Permit beyond the expiration date shall require reapplication to and approval by the City of Chandler.

ZACHARY WERDEAN, ASSOCIATE PLANNER clarified that the hours of operation are 10:00 AM to 2:00 AM daily and that includes hours of entertainment.

COMMISSIONER KLOB indicated the location is between two businesses and asked if there were any challenges with the proposed use.

ZACHARY WERDEAN, ASSOCIATE PLANNER responded that the offices were considered and the adjoining business did not make contact. He further advised the Applicant does not expect to be busy until the evening time when the neighboring businesses are closed and furthermore, the Applicant provided a phone number to local business owners to ensure there are no complications.

COMMISSIONER KLOB was concerned that parking might become an issue and that the success of the bar might be a detriment on the adjacent businesses.

CHAIRMAN HEUMANN explained the location is in the Center City District where there is no parking requirement. The parking for this location will be street parking or the parking garages. Chairman Heumann asked if they are serving alcohol only.

ZACHARY WERDEAN, ASSOCIATE PLANNER confirmed they are not selling food and will only be serving alcohol.

CHAIRMAN HEUMANN presented statements regarding this establishment being out of character for what is going on in downtown and the size of the location. He asked what the hook was and how the establishment will draw in customers. He also asked for the length of the entertainment permit.

ZACHARY WERDEAN, ASSOCIATE PLANNER advises the permit length is two years for the Bar and the Entertainment Permits.

Proposed Motion

Motion Planning and Zoning Commission to recommend approval of Use Permit and Entertainment Use permit case, PLH20-0054 Bar @118W, subject to the conditions as recommended by Planning staff.

***d. PLH20-0067 THE JOHNATHAN**

Request Preliminary Development Plan approval to amend a comprehensive sign plan for an existing office/retail building. The subject property is located at 55 N. Arizona Place, generally located east of the southeast corner Arizona Avenue and Buffalo Street.

Background

- 38,400 Square Foot Site, 105,000 Square Foot Building
- Subject site zoned Planned Area Development (PAD) for Office, Retail and Parking Garage Development in 1997
- The original Preliminary Development Plan (PL98-0142 Chandler Office Center) for signage was approved in 1999.

Signage

	Existing (PL98-0142)	Proposed

Type of signage	**Major Tenant:** 17,500 square feet of leased space or more **Minor Tenant:** First floor occupancy and 5,000 square feet or more of leased space	**Major Tenant:** 15,000 square feet of leased space or more **Minor Tenant:** 15,000 square feet or less of leased space **Retail Sign:** Retail Tenants **Center ID Sign:** The Johnathan **Entry Wall Sign:** The Johnathan
Maximum number of signs allowed per tenant	**Major Tenant:** Two (2) **Minor Tenant:** One (1)	**Major Tenant:** Two (2) **Minor Tenant:** One (1) **Retail Tenant:** One (1) **Center ID Sign:** One (1) **Entry Wall Sign:** One (1)
Maximum number of signs allowed on the building concurrently	Four (4)	**Major Tenant:** Four (4) **Minor Tenant:** Four (4) **Retail:** Six(6) **Center ID:** One (1) **Entry Wall:** One (1)
Signage type location	**Major Tenant:** -Between 2ND and 3RD floor & above the 5TH floor	**Major Tenant:** above the 5TH floor **Minor Tenant:**

	Minor Tenant: Between 2nd and 3rd floor	Above 2nd floor (If a minor tenant is located on the 3RD floor, their sign may be placed on the upper sign band) **Retail Sign:** Above colonnade **Center ID Sign:** Above first floor entry wall **Entry Wall Sign:** Mounted on entry block wall
Maximum Sign Dimensions	**Major Tenant & Minor Tenant:** -Minimum letter height of 24" and maximum letter height of 36" -Maximum sign width varies by sign band location	**Major Tenant:** 36" x 504" **Minor Tenant:** 24" x 301.6" **Retail Tenant:** 20" x 176.3" **Center ID Sign:** 20" x 216.8" **Entry Wall Sign:** 18" x 81"
Sign Material & Finish	**Major Tenant:** -Non-illuminated letters to fabricated from a brush stainless steel reverse pan channel letter/logo with 5" deep returns -Illuminated letters Logo with brushed stainless steel returns and ¾" stainless steel trim caps	**Major Tenant:** 3" deep individual pan channel letters Letter style and logo are subject to landlord **Minor Tenant:** 3" deep individual pan channel letters Letter style and logo are subject to landlord **Retail Tenant:**

	-Letter style and logo are subject to landlord approval **Minor Tenant:** -5" deep pan channel letters -Logo with brushed stainless steel returns and ¾" stainless steel trim caps -Letter style and logo are subject to landlord approval	3" deep individual pan channel letters with finished backs Letter style and logo are subject to landlord **Center ID Sign:** 3" deep, panel channel lettering. Returns finished backs and thin trim retailer painted white **Entry Wall Sign:** 1/4" thick flat cut out aluminum letterings painted black
Illumination	Signs located above 5TH floor are to be non-illuminated & Signs located between the 2nd and 3rd floor are to be illuminated **Major Tenant:** Internal illumination (white neon) **Minor Tenant:** Internal illumination (white neon)	**Major Tenant:** Halo illuminated with white LED **Minor Tenant:** Halo illuminated with white LED **Retail Tenant:** Non illuminated **Center ID Sign:** Face illuminated with white LED **Entry Wall Sign:** Non illuminated

Surrounding Land Use Data

North	Across Buffalo Street: Vacant lot zoned (CCD)	South	Across Commonwealth Avenue: Existing building zoned (PAD)
East	City Facilities including Library and Development Services Building	West	Across Arizona Place: City Park Zoned CCD

Review and Recommendation

Changes to the signage have not occurred since originally approved in 1999. The Preliminary Development Plan (PDP) to amend the existing sign plan comes at a time when the building is being updated to provide a more modern look.

Planning staff finds that the request for the amendment to the existing Comprehensive Sign Plan meets the intent of the Sign Code and the proposed signage is architecturally integrated with the building and provides an updated appearance that is harmonious with the buildings remodel.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on March 9, 2021. No neighbors were in attendance.
- Planning staff received one (1) comment in support of the request.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Recommended Action

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. Signage shall be in substantial conformance with the elevations, entitled Exhibits and kept on file in the City of Chandler Planning Division, in File No. PLH20-0067, modified by such conditions included at the time the exhibit was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. 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.

COMMISSIONER KLOB asked about the placement of third-floor minor tenant signage.

BEN CERECERES, CITY PLANNER clarified placement of third-floor tenant signage.

CHAIRMAN HEUMANN presented statements regarding the amount of signs allowed on the west facing side of the building. He presented further statements complimenting the renovations as it has freshened up their side of the street.

Proposed Motion

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH20-0067 The Johnathan for signage, subject to the conditions as recommended by Planning staff.

3. **BRIEFING ITEMS:**

None

4. **MEMBERS COMMENTS/ANNOUNCEMENTS**

None

5. **CALENDAR**

The next Study Session will be held before the regular meeting on Wednesday, April 7, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street.

6. **ADJOURNMENT**

The study session was adjourned at 5:21 p.m.

Rick Heumann, Chairman

Kevin Mayo, Secretary