City Council Regular Meeting

Thursday, May 27, 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, diverse, equitable and inclusive 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 27, 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

City Council Strategic Framework Focus Areas: Legend

Economic Vitality | Mobility | Quality of Life

Innovation and Technology | Neighborhoods | General Governance

Call to Order

Roll Call

Invocation - Elder Bruce Lundquist, Faith 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.

Airport

1. **Resolution No. 5482 authorizing a grant agreement with the Arizona Department of Transportation (ADOT) to accept a grant in an amount not to exceed $996,750 for the installation of a wildlife exclusion fence at the Chandler Municipal Airport**

   Move City Council pass and adopt Resolution No. 5482 authorizing a grant agreement with the Arizona Department of Transportation (ADOT) to accept a grant in an amount not to exceed $996,750 for the installation of a wildlife exclusion fence at the Chandler Municipal Airport; and authorizing the City Manager, or designee, to execute the grant agreement.

   Council Focus Area(s):

2. **Resolution No. 5485 authorizing a grant agreement with the Federal Aviation Administration (FAA) to accept a grant in an amount not to exceed $300,000 for reconstruction of drainage headwalls.**

Move City Council pass and adopt Resolution No. 5485, authorizing a grant agreement with the Federal Aviation Administration (FAA) to accept a grant in an amount not to exceed $300,000 for reconstruction of drainage headwalls on Runway 4L-22R at Chandler Municipal Airport; and authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

Council Focus Area(s):

3. **Construction Contract No. AI2003.401 with Combs Construction Company, Inc., for Runway 4L-22R Headwall Reconstruction**

Move City Council award Contract No. AI2003.401 to Combs Construction Company, Inc., for Runway 4L-22R Headwall Reconstruction, in an amount not to exceed $230,541.

Council Focus Area(s):

City Clerk

4. **May 2021 City Council Meeting Minutes**

Move City Council approve the Council meeting minutes of the Work Session, Special Meeting, and Study Session of May 10, 2021; the Micro Retreat of May 12, 2021; Work Session, Regular Meeting, Special Meeting - Budget Amendments, and Special Meeting of May 13, 2021; and Special Meeting of May 17, 2021.

Council Focus Area(s):

City Manager

5. **Agreement No. CM9-918-4069, Amendment No. 2, for Transportation Consulting Services**

   Move City Council approve Agreement No. CM9-918-4069, Amendment No. 2, with Jeff Martin Consulting, LLC, for transportation consulting services, in an amount not to exceed $45,000, for the period of June 15, 2021, through June 14, 2022.

   Council Focus Area(s):

Cultural Development

6. **Final Adoption of No. Ordinance No. 4971 Purchase Agreement for property located at 51 E. Boston Street**

   Move City Council approve 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):

7. **Resolution No. 5487, Authorizing the City Manager or Designee to Approve Applications for Special Events and Temporary or Permanent Extension of Premises for Alcohol Consumption**

   Move City Council pass and adopt Resolution No. 5487, authorizing the City Manager or designee to approve applications for special events and temporary or permanent extension of premises for alcohol consumption, resuming application fees with a maximum fee of $100 per application, and resetting time limits for temporary sales and promotional events beginning June 1, 2021.

Council Focus Area(s):

Development Services

8. **Final Adoption of Ordinance 4966, ANX20-0005 Annexation and Initial City Zoning**

   Move City Council adopt Ordinance No. 4966 approving ANX20-0005 McKinley Glenn, approving the annexation of approximately 10 acres and Initial City Zoning - east of the southeast corner Chandler Heights and Cooper roads as recommended by Planning staff.

   Council Focus Area(s):

9. **Final Adoption of Ordinance No. 4968, PlH20-0063 McKinley Glenn**

   Move City Council 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.

   Council Focus Area(s):

10. **Final Adoption of Ordinance No. 4969, PLH20-0065 Dobson/Pecos Development**

    Move City Council adopt Ordinance No. 4969 approving PLH20-0065, Rezoning from AG-1 to PAD for Mixed-Use, Office, Medical Uses, Commercial, Retail, and 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.

    Council Focus Area(s):

11. **Introduction and Tentative Adoption of Ordinance No. 4973, Adoption of Resolution No. 5480, PLH20-0019/PLH20-0008/PLT20-0009 Commonwealth Lofts**

    Area Plan

    Move City Council approve Resolution No. 5480, PLH20-0019, amending the designated land use in the Downtown South Arizona Avenue Corridor Area Plan on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road from Low Density Residential (0-6 dwelling units per acre, du/ac) to Townhome Medium Density Residential (12-14 du/ac), as recommended by Planning and Zoning Commission.

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 4973 approving PLH20-0008 Rezoning from AG-1 to PAD for townhomes on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH20-0008 Commonwealth Lofts for townhomes on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT20-0009 on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the condition recommended by Planning and Zoning Commission.

Council Focus Area(s):

12. **Use Permit Extension, PLH21-0011 North Price Stables**

Move City Council approve Use Permit Extension PLH21-0011 North Price Stables located on the east side of Price Road south of Elliot Road subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s):

13. **Use Permit, PLH21-0006 Infant Swimming Resource**

Use Permit
Move City Council approve Use Permit, PLH21-0006 Infant Swimming Resource, located at 2720 E. Coconino Drive, within the Fonte Al Solé subdivision, west of the southwest corner of Gilbert and Ocotillo roads, subject to the conditions recommended by Planning and Zoning Commission.

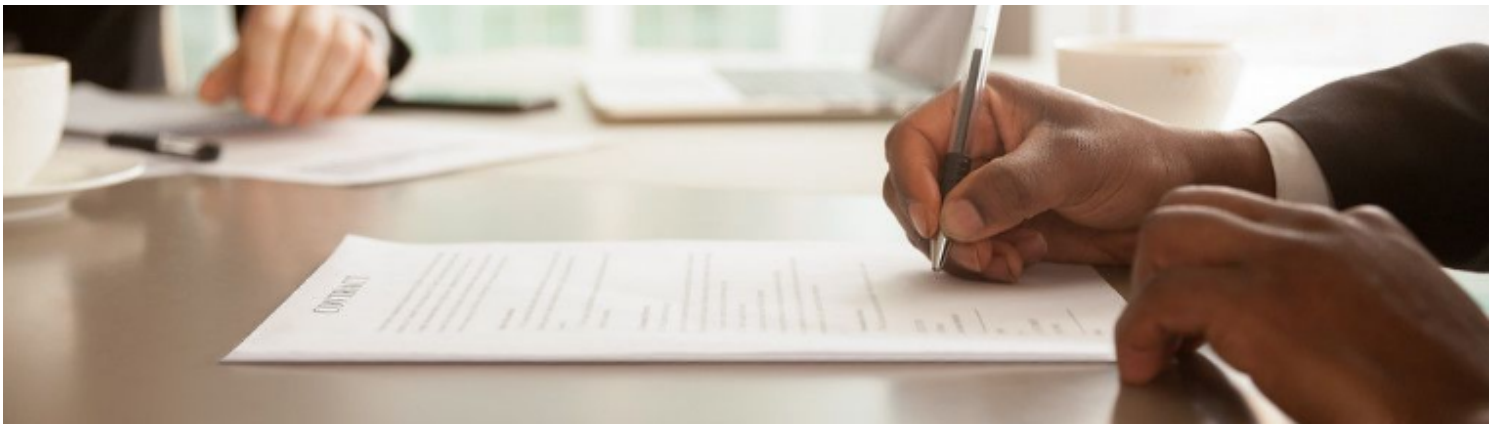
Council Focus Area(s):

Information Technology

14. **Purchase of Backup and Recovery for Office 365**

Move City Council approve the purchase of backup and recovery for Office 365, from vCore Technology Partners, utilizing Omnia Partners Contract No. R191902 in the amount of $118,066, and authorize the City Manager or designee to sign a linking agreement with vCore Technology Partners.

Council Focus Area(s):



Management Services

15. **Resolution No. 5488 Ordering and Calling a Special Bond Election to be held in and for the City of Chandler, Arizona, on November 2, 2021, to Submit to the Qualified Electors thereof the Questions of Authorizing the Issuance and Sale of General Obligation Bonds of the City**

    Move to pass and adopt Resolution No. 5488 ordering and calling a special bond election to be held in and for the City of Chandler, Arizona, on November 2, 2021, and to submit to the qualified electors thereof the questions of authorizing the issuance and sale of general obligation bonds of the City.

    Council Focus Area(s):

16. **Resolution No. 5476, Adopting the Fiscal Year (FY) 2021-22 Tentative Budget and 2022-2031 Tentative Capital Improvement Program (CIP) and giving notice of the dates and times for hearing taxpayers, for final adoption of the budget, and for setting the tax levies and tax rates.**

    Move that City Council pass and adopt Resolution No. 5476, adopting the FY 2021-22 Tentative Budget and 2022-2031 Tentative CIP and giving notice of the dates and times for hearing taxpayers, for final adoption of the budget, and for setting the tax levies and tax rates.

    Council Focus Area(s):

17. **Agreement No. WH8-890-3914, Amendment No. 3, for Waterworks Supplies**

    Move City Council approve Agreement No. WH8-890-3914, Amendment No. 3, with Core and Main, LP, for Waterworks Supplies, in an amount not to exceed $500,000, for the period of June 1, 2021, through May 31, 2022.

    Council Focus Area(s):

18. **Purchase of Janitorial and Sanitation Supplies**

    Move City Council approve the purchase of janitorial and sanitation supplies, from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed $350,000, for the period of June 1, 2021, through May 31, 2022, and authorize the City Manager or designee to sign a linking agreement with Waxie Sanitary Supply.

Council Focus Area(s):

19. **License Series 12, Restaurant Liquor License application for Mexico Magico Y Cantina, LLC, dba Mexico Magico Y Cantina.**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 148394, a Series 12, Restaurant Liquor License, for Romario A. Ventura, Agent, Mexico Magico Y Cantina, LLC, dba Mexico Magico Y Cantina, located at 474 W. Ray Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 203067.

Council Focus Area(s):

20. **Class B Bingo License for Hope for the Homeless, Inc**

Move for recommendation to the Arizona Department of Revenue for approval of State's issuance of a Class B Bingo License, Donald A. O'Neill, Secretary/Treasurer, for Hope for the Homeless, Inc., located at Hob Nob Sports Grill, 7200 W. Chandler Boulevard.

Council Focus Area(s):

Police Department

21. **Sole Source Purchase of Taser Conducted Energy Weapons (CEW)**

Move City Council approve the sole source purchase of Taser Conducted Energy Weapons (CEW), from Axon Enterprise, Inc., in the amount of $106,746.70, for year five of the five-year payment plan.

Council Focus Area(s):

22. **Purchase of Dell Laptop Computers and Peripherals**

Move City Council approve the purchase of Dell laptop computers and various peripherals, from Dell Marketing, L.P., utilizing State of Arizona Contract No. ADSPO16-098163, in the amount of $800,041, and authorize the City Manager or designee to sign a linking agreement with Dell Marketing, L.P.

Council Focus Area(s):

23. **Purchase of Ammunition from Dooley Enterprise, Inc.**

Move City Council approve the purchase of ammunition from Dooley Enterprise, Inc., utilizing State of Arizona Contract No. CTR043672, in the amount of $123,864.87, and authorize the City Manager or designee to sign a linking agreement with Dooley Enterprise, Inc.

Council Focus Area(s):

Public Works and Utilities

24. **Agreement No. PW1-285-4255, with Consolidated Electrical Distributors dba Arizona Electrical Supply and Border States Electric, for the Purchase of LED Luminaires and Photocontrols**

Move City Council approve Agreement No. PW1-285-4255, with Consolidated Electrical Distributors dba Arizona Electrical Supply and Border States Electric, for the purchase of LED luminaires and photocontrols, in a combined amount not to exceed $380,762, for a one-year period, June 1, 2021, through May 31, 2022, with the option of four additional one-year extensions.

Council Focus Area(s):

25. **Professional Services Agreement No. WW2106.201, with Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Design Services**

Move City Council award Professional Services Agreement No. WW2106.201, to Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Design Services, in an amount not to exceed $483,188.

Council Focus Area(s):

Informational

26. **Study Session & Regular Meeting Minutes of April 21, 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

City Council Memorandum Airport Memo No.

Date: May 27, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Steven Turner, Acting Airport Manager

From: Chris Andres, Airport Planning Administrator

Subject: Resolution No. 5482 authorizing a grant agreement with the Arizona Department of Transportation (ADOT) to accept a grant in an amount not to exceed $996,750 for the installation of a wildlife exclusion fence at the Chandler Municipal Airport; and authorizing the City Manager, or designee, to execute the grant agreement.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5482 authorizing a grant agreement with the Arizona Department of Transportation (ADOT) to accept a grant in an amount not to exceed $996,750 for the installation of a wildlife exclusion fence at the Chandler Municipal Airport; and authorizing the City Manager, or designee, to execute the grant agreement.

Background:

The City anticipates receiving a grant from the Arizona Department of Transportation, Aeronautics Division, for the installation of a wildlife exclusion fence along a portion of the Airport perimeter. The Airport has a chain link fence generally along the north, east, and south sides that do not prevent the encroachment through burrowing by coyotes, javelinas, and other ground predators. The project would replace approximately 27,000 linear feet of perimeter fencing with new fencing that includes below-grade metal barriers. The project is anticipated to occur in early 2021.

Financial Implications:

This project is in the Capital Improvement Program (CIP) and originally programmed for FY2022-23. The grant represents $996,750, or 90%, of the total project cost of $1,107,500. The Airport Operating Fund will provide the remaining $110,750, or 10%, of the total project cost. To advance the local matching funds, project capacity was reallocated from the Hangar Electrical Upgrades ($110,750) and the Airfield Lighting Improvement/PAPI Replacement Rwy 4L-22R projects.

Attachments

Resolution No. 5482

Fence Line Map

RESOLUTION NO. 5482

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE CITY ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) TO ACCEPT A GRANT IN AN AMOUNT NOT TO EXCEED $996,750 FOR THE INSTALLATION OF A WILDLIFE EXCLUSION FENCE AT THE CHANDLER MUNICIPAL AIRPORT; AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE GRANT AGREEMENT.

WHEREAS, the City of Chandler (City) owns the Chandler Municipal Airport (Airport); and

WHEREAS, the Arizona Department of Transportation (ADOT) periodically programs funds to municipal airport facilities through its grant programs; and

WHEREAS, the ADOT requires the City as the Airport Sponsor to sign grant agreements accepting said grants; and

WHEREAS, the ADOT notified City Staff that the City is eligible to receive a grant in a sum not to exceed $996,750; and

WHEREAS, the ADOT grant will provide funding necessary for the completion of the installation of a wildlife exclusion fence; and

WHEREAS, to secure such grant funding, the City will accept the grant offer in a not to exceed amount.

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

Section 1. Approves and authorizes the City of Chandler, to accept an ADOT grant offer and agreement in an amount not to exceed $996,750 for the installation of a wildlife exclusion fence.

Section 2. Authorizes the City Manager, or designee, to execute an ADOT grant offer and agreement in an amount not to exceed $996,750 for the installation of a wildlife exclusion fence.

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

ATTEST:

CITY CLERK MAYOR

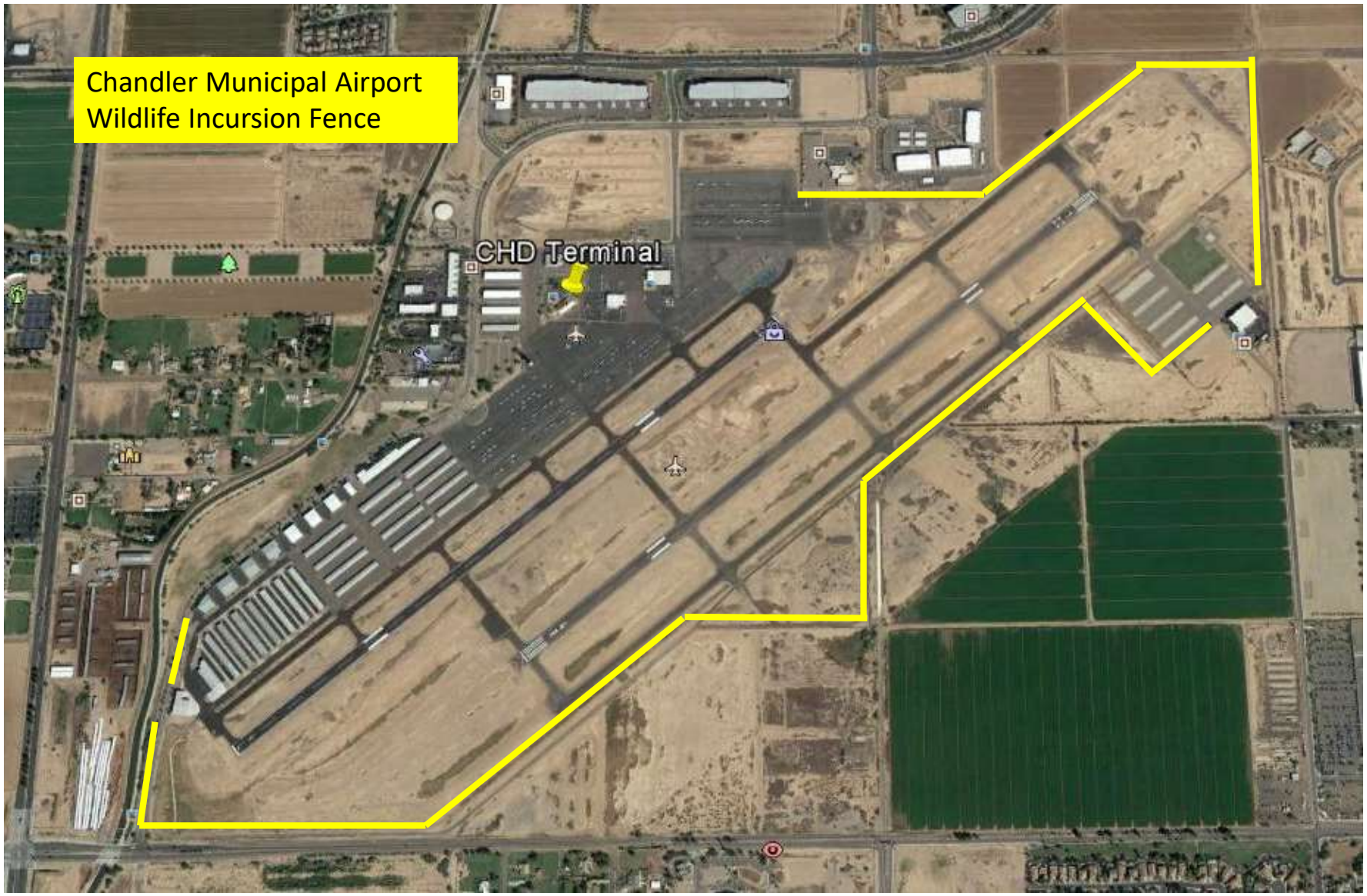
CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5482 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


Chandler Municipal Airport
Wildlife Incursion Fence
CHD Terminal

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Community of Innovation

City Council Memorandum Airport Memo No.

Date: May 27, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Steven Turner, Acting Airport Manager
From: Chris Andres, Airport Planning Administrator
Subject: Resolution No. 5485 authorizing a grant agreement with the Federal Aviation Administration (FAA) to accept a grant in an amount not to exceed $300,000 for reconstruction of drainage headwalls on Runway 4L-22R at Chandler Municipal Airport; and authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5485, authorizing a grant agreement with the Federal Aviation Administration (FAA) to accept a grant in an amount not to exceed $300,000 for reconstruction of drainage headwalls on Runway 4L-22R at Chandler Municipal Airport; and authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

Background:

The City anticipates receiving a grant from the Federal Aviation Administration (FAA) for the reconstruction of drainage headwalls on Runway 4L-22R (the north runway) at Chandler Municipal Airport. The headwalls were identified by the FAA as a potential safety issue as part of the agency's annual Runway Safety Action Team process. The headwalls protrude over the pavement grade and the solution is to demolish the headwalls and install drainage channels at grade. The work is planned to occur over a two-week period and will result in nightly closures of the north runway. On November 5, 2020, City Council authorized Resolution No. 5426 to accept an FAA grant of $150,000 for this project.

Per discussions with the FAA, there is up to $300,000 in federal funding available for this project. Recent construction bids resulted in an increase in construction costs of more than $80,000, resulting in a current, estimated project cost of approximately $261,000, exclusive of staff costs. This authorization will allow the city to address the increased construction costs and recoup staff time associated with this project.

Financial Implications:

This project is in the Capital Improvement Program (CIP). The grant represents up to $300,000 and no local matching funds are required.

Attachments

Resolution No. 5485
Project Location

RESOLUTION NO. 5485

A RESOLUTION OF THE CHANDLER CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) TO ACCEPT A GRANT IN AN AMOUNT NOT TO EXCEED $300,000 FOR THE RECONSTRUCTION OF DRAINAGE HEADWALLS ON RUNWAY 4L-22R AT CHANDLER MUNICIPAL AIRPORT; AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECT THE AGREEMENT

WHEREAS, the City of Chandler (City) owns the Chandler Municipal Airport (Airport); and

WHEREAS, the Federal Aviation Administration (FAA) periodically programs funds to municipal airport facilities through its grant programs; and

WHEREAS, the FAA requires the City as the Airport Sponsor to sign grant agreements accepting said grants; and

WHEREAS, the FAA notified City Staff that the City is eligible to receive a grant in a sum not to exceed $300,000; and

WHEREAS, the FAA grant will provide funding necessary for the completion of the reconstruction of drainage headwalls on Runway 4L-22R; and

WHEREAS, to secure such grant funding, the City will accept the grant offer in a not to exceed amount.

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

Section 1. Approves and authorizes the City of Chandler, to accept an FAA grant offer and agreement in an amount not to exceed $300,000 for the reconstruction of drainage headwalls on Runway 4L-22R.

Section 2. Authorizes the City Manager, or designee, to execute an FAA grant offer and agreement in an amount not to exceed $300,000 for the reconstruction of drainage headwalls on Runway 4L-22R, and all other documents necessary to effect the 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. 5485 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

E Bluebird Dr
S 120th Wy
E Oriole Wy
S Airport Blvd
S Stinson Wy
E Ryan Rd
S Curtiss Wy
S Airport Dr
E Germann Rd
S Cooper Rd
E Spruce Dr
TAXIWAY 'A'
RUNWAY '4L-22R'
TAXIWAY 'B'
RUNWAY '4R-22L'
TW 'H'
TW 'L'
TW 'N'
TW 'P'
TW 'Q'
TAXIWAY 'C'
Douglas Dr
Cessna Dr
S Adams Ave
S Diamond Dr
S Eagle Dr
E Queen Creek Rd
E Dogwood Pl
E Desert Broom Pl
E Twin Acres Dr
S 124th St
S Cooper Rd

Legend

PROJECT AREA

AIRPORT PROPERTY LINE

Chandler · Arizona
Where Values Make The Difference

CHANDLER MUNICIPAL AIRPORT
RUNWAY '4L-22R' HEADWALL RECONSTRUCTION

0 300 600 FT

Dibble Engineering

FILE: C:\VSolA\Temp\CHD-TW C Rehab\GIS\CHD-Headwallreconstruct.mxd DATE: 11/18/2019 TIME: 11:43:21 AM

CHANDLER arizona
Community of Innovation

City Council Memorandum **Airport Memo No.** CP21-128

Date: May 27, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Steven Turner, Assistant to the City Manager
Andrew Goh, Capital Projects Manager
From: Hafiz Noor, Engineering Project Manager
Subject: Construction Contract No. AI2003.401 with Combs Construction Company, Inc., for Runway 4L-22R Headwall Reconstruction

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Proposed Motion:

Move City Council award Contract No. AI2003.401 to Combs Construction Company, Inc., for Runway 4L-22R Headwall Reconstruction, in an amount not to exceed $230,541.

Background/Discussion:

This project is for reconstruction of four headwalls located on the south side of Runway 4L-22R, crossing Taxiway H and Taxiway L at the Chandler Municipal Airport (CHD). These headwalls will be replaced with mitered edge type inlets and outlets with riprap that match Federal Aviation Administration (FAA) grading and drainage criteria. This project was identified through the FAA's Runway Safety Action Team process and will be funded by the FAA at a 100% level.

The project scope of work consists of the removal of four headwalls, and replacement with mitered type inlets and outlets with riprap. The contract completion time is 21 calendar days following Notice to Proceed.

A related item to accept grant funding from the FAA for this project also appears on this City Council agenda.

Evaluation:

Three (3) bids were opened on May 6, 2021. The bid results were as follows:

Contractor	Bid Total
Combs Construction Company, Inc.	$230,541.00
Lincoln Constructors, Inc.	$248,098.88
Action Direct, LLC dba Redpoint Contracting, Inc.	$560,102.00

Financial Implications:

The construction contract for the Runway Headwall Reconstruction project totals $230,541 and will be fully funded by an FAA grant. $150,000 in unused appropriation from the Airfield Lighting Improve/Runway 4L/22R PAPI Replace project (6AI728) in the 2021 Capital Improvement Plan (CIP) will be used to create budget capacity to complete the project.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
417.4110.6910.6AI742	Capital Grants	Runway 4L/22R Headwall Reconstruct	$230,541	Y

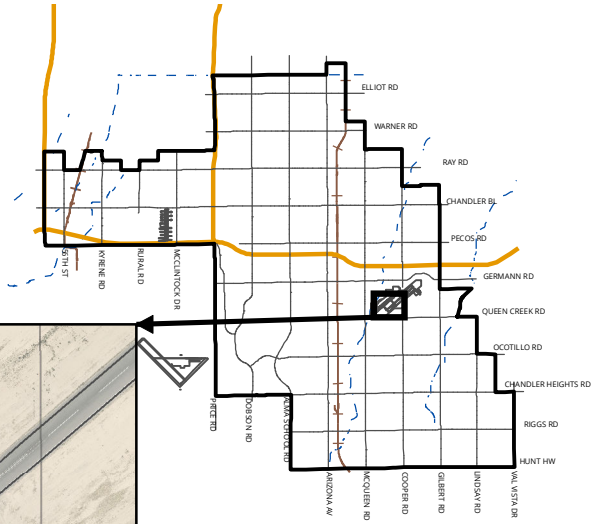
Attachments

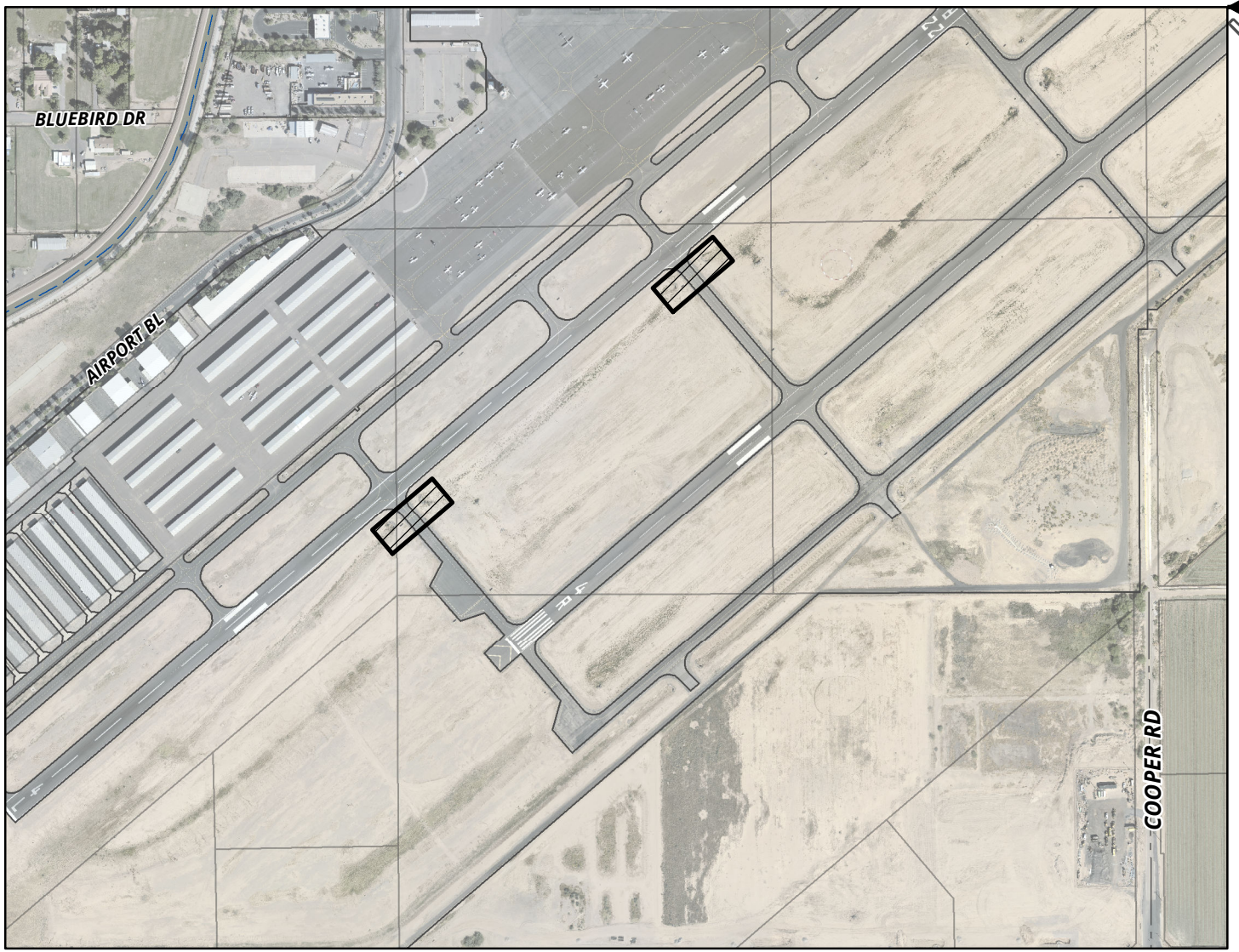
Location Map

Project Agreement

CHANDLER arizona

RUNWAY 4L-22R
HEADWALL RECONSTRUCTION
PROJECT NO. AI2003.401





MEMO NO. CP21-128

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-128 RUNWAY 4L-22R HEADWALL RECONSTRUCTION\CP21-128.mxd 5/11/2021 MARICELAH

CHANDLER
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Community of Innovation

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT
CAPITAL PROJECTS DIVISION

CONSTRUCTION CONTRACT

RUNWAY 4L-22R HEADWALLS RECONSTRUCTION

CITY PROJECT NO.: AI2003.401; FAA AIP No. 3-04-0008-029-2021

MAYOR
Kevin Hartke

VICE MAYOR
Mark Stewart

COUNCIL
Matt Orlando OD Harris
Christine Ellis René Lopez Terry Roe

Andrew Goh, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

RUNWAY 4L-22R HEADWALLS RECONSTRUCTION

CITY PROJECT NO.: AI2003.401; FAA AIP No. 3-04-0008-029-2021

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CONSTRUCTION SERVICES CONTRACT
PROJECT NO.: AI2003.401; FAA AIP No. 3-04-0008-029-2021

THIS CONTRACT is made and entered into on the _____ day of _____, 20____, by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and the "Contractor" designated below (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties").

City and Contractor agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY:
CIP City Engineer:
Andrew Goh
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3343
Email: andrew.goh@chandleraz.gov

CITY:
Construction Project Manager:
Paul Ahlas
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3328
Email: paul.ahlas@chandleraz.gov

CONTRACTOR:
Combs Construction Company, Inc.
P.O.Box 10789, Glendale, AZ 85318
Arizona ROC No.: 100380
Federal Tax ID No.: 86-0744516
Business Organization: corporation
State Where Organized: Arizona
Statutory Agent Name:
Statutory Agent Physical Address:
Statutory Agent Mailing Address:
Contractor's Authorized Project Representative: Ryan Combs
Title: President
Physical Address:
Mailing Address:
Phone: 602-237-4029
Email: felicia@combsaz.com

DESIGN PROFESSIONAL:
Dibble Engineering
7878 N. 16th St., Ste. 300, Phoenix, AZ 85020
Statutory Agent Name:
Statutory Agent Physical Address:
Statutory Agent Mailing Address:

Design Professional's Authorized Project Representative:

Name:	**Duane Dana**
Title:	
Physical Address:	**7878 N. 16th St., Ste. 300, Phoenix AZ 85020**
Mailing Address:	
Phone:	**602-957-1155**
Email:	**Duane.dana@dibblecorp.com**

PROJECT DESCRIPTION:

The Chandler Municipal Airport's Runway 4L-22R Headwall Reconstruction project includes the removal of four headwalls located on the south side of Runway 4L-22R at Taxiway H and Taxiway L. These headwalls will be replaced with mitered edge type inlets and outlets with riprap that match Federal Aviation Administration (FAA) grading and drainage criteria.

PROJECT LOCATION:

2380 S Stinson Way, Chandler, AZ 85286

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between City and Contractor will consist of the following Contract Documents:

1. This Construction Services Contract and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in Exhibit A, incorporated by reference.
4. Project Bid Proposal.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence as described in Section 14.1.4 of the General Conditions.

2.3 DEFINITIONS

The definitions in Section 2 of the General Conditions apply to all the Contract Documents, including this Agreement.

ARTICLE 3 - CONSTRUCTION SERVICES

3.1 GENERAL

3.1.1 Scope of Work. All terms and conditions are set forth in the Contract. Any terms and conditions and exceptions noted in the Contractor's proposal or other documents do not apply unless agreed to in this Contract or an approved addendum.

3.1.2 Contractor agrees this is a Unit Price Contract. Contractor agrees at its own cost and expense, to do all Work necessary required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Contract time.

3.1.3 Contractor must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

3.1.4 At all times relevant to this Contract and performance of the Work, the Contactor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth on attached Exhibit A.

3.1.5 Contractor must perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

3.1.6 Contractor must comply with all terms and conditions of the General Conditions.

3.1.7 In the event of a conflict between this Contract and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Contract will control.

3.1.8 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

3.2 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

3.2.1 The Contractor must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

3.3 PRE-CONSTRUCTION CONFERENCE

Contractor must attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

3.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

Contractor must perform the Work in accordance with Section 4.4 of the General Conditions.

3.5 **CONTROL OF THE PROJECT SITE**

Contractor must control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

3.6 **PROJECT SAFETY**

Contractor must implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

3.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Contractor must provide materials testing and submit substitute materials and Shop Drawings in accordance with Section 4.7 of the General Conditions.

3.8 **PROJECT RECORD DOCUMENTS**

Contractor must maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

3.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Contractor must provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 4 - CITY RESPONSIBILITIES

4.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

ARTICLE 5 - CONTRACT TIME

5.1 **GENERAL**

5.1.1 The total Contract Duration is **21** Calendar Days (including Substantial Completion by **14** Calendars Days and Final Acceptance by **7** Calendar Days).

5.1.2 The Contract Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 5.4 below.

5.1.3 The Contract Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Contract Time.

5.1.4 Time is of the essence of this Contract for the Project, and for each phase and designated Milestone thereof.

5.1.5 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by City.

5.2 PROJECT SCHEDULE

5.2.1 The Project Schedule will be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

5.2.2 Work must be completed to meet the following milestones after the Notice to Proceed:

	Milestone		Time	Liquidated damages for delay	
1.		within	days	$	per calendar day

5.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

5.4 FINAL ACCEPTANCE

5.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

5.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

5.5 LIQUIDATED DAMAGES

5.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

5.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 5.5.1 above, City and Contractor further agree that if Contractor fails to achieve Final Acceptance of the Work within the Contract Time, City will be entitled to

retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Contract.

5.5.3 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 will apply.

5.5.4 City may deduct liquidated damages described in this Article 5.5 from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

5.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

5.6.1 Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes.

1. Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

5.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract. Nothing contained in this Article 5.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 5.5 above.

5.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which will be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

ARTICLE 6 - CONTRACT PRICE

6.1 CONTRACT PRICE

6.1.1 In exchange for Contractor's full, timely, and acceptable performances and construction of the Work under this Contract, and subject to all of the terms of this Contract, City will pay Contractor the "Contract Price," which is **$230,541**.

6.1.2 The Contract Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct Work.

6.2 **COSTS**

For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to Contractor and chargeable against the Contract Price will be determined as set forth in MAG § 109.5.

ARTICLE 7 - PAYMENT

Payments will be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 8 - CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 9 - SUSPENSION AND TERMINATION

This Contract may be suspended or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 10 - INSURANCE AND BONDS

10.1 Contractor must provide insurance in accordance with Sections 11.1 through 11.3 of the General Conditions. Contractor must provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Contract.

10.2 Contractor must provide performance and payment bonds to City in Accordance with Section 11.4 of the General Conditions and A.R.S. § 34-222.

10.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 11 - INDEMNIFICATION

Contractor must have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 12 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract will be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 6 to, the General Conditions.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Contract through their duly authorized representatives and bind their respective entitles as of the effective date.

"CITY"

CITY OF CHANDLER

MAYOR Date

Recommended By:

Andrew Goh, P.E. Date
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONTRACTOR"

Combs Construction Company, Inc.

May 15, 2021
Signature Date

Ryan Combs
Name

President
Title

Ryan@combsaz.com
Signer Email Address

ATTEST: If Corporation

Azadeh Ranjbar
Secretary

STATE OF ARIZONA)
)ss.
County of Maricopa)

EDITALYN LENIZO
Notary Public - Arizona
Maricopa County
Commission # 566078
My Commission Expires March 5, 2023

SUBSCRIBED AND SWORN TO before me, the undersigned notary public, by Ryan Combs who was identified as the President of Combs Construction on this 18th day of May, 2021.

My commission expires:
March 5, 2023

Editalyn Lenizo
Notary Public

ITEM 4

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Clerk's Office** **Memo No.**

Date:	May 27, 2021
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	May 2021 City Council Meeting Minutes

Proposed Motion:

Move City Council approve the Council meeting minutes of the Work Session, Special Meeting, and Study Session of May 10, 2021; the Micro Retreat of May 12, 2021; Work Session, Regular Meeting, Special Meeting - Budget Amendments, and Special Meeting of May 13, 2021; and Special Meeting of May 17, 2021.

Attachments

May 10, 2021 Work Session Minutes
May 10, 2021 Study Session Minutes
May 10, 2021 Special Meeting Minutes
May 12, 2021 Micro Retreat Minutes
May 13, 2021 Work Session Minutes
May 13, 2021 Regular Meeting Minutes
May 13, 2021 Special Meeting - Budget Amendments Minutes
May 13, 2021 Special Meeting Minutes
May 17, 2021 Special Meeting Minutes

Meeting Minutes
City Council Work Session

May 10, 2021 | 4:30 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 4:30 p.m.

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

Appointee Attendance
Josh Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Staff in Attendance
Matt Burdick, Communications and Public Affairs Director
Ryan Peters, Governmental Relations and Policy Manager
Cori Garcia, Mayor and Council Communications Manager
Steven Turner, Acting Airport Manager
Dawn Lang, Management Services Director
Matt Dunbar, Budget Manager
Boyd Dunn, Citizen's Bond Exploratory Committee Chair

Discussion
1. Presentation and discussion regarding the proposed 2021 Chandler Bond Election

MAYOR HARTKE introduced the discussion item and said there would be a special meeting later in the day to dissolve the Citizen's Bond Exploratory Committee. Mayor Hartke said the Committee met multiple times to discuss the need for bond authorization and a final recommendation was presented

to Council February 25, 2021. Mayor Hartke thanked Council for their work as well. Mayor Hartke called for a staff presentation.

JOSHUA WRIGHT, Acting City Manager, said this was an extremely thorough process and thanked Council for how they set up the Committee. Chandler is leading the way on how this process can work going forward.

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

- Bond Counsel, City of Chandler
    - Timothy A. Stratton, Partner Gust Rosenfeld P.L.C.
- Agenda
    - Bond Process Overview
    - City Bond Counsel Overview
        - Background on Arizona Election Laws and Process
        - Publicity Pamphlets
    - Bond Election Ballot Questions
        - Overview of General Obligation Bond Questions
        - Education vs. Advocacy
    - Bond Election Education Plan of Action
    - Next Steps
- Bond Process Overview
- Citizen Bond Exploratory Committee
    - Boyd Dunn, Chair, Finance Subcommittee
    - Trinity Donovan, Public Safety Subcommittee
    - Mark Gildersleeve, IT Subcommittee
    - Ron Hardin, Public Works Subcommittee
    - Ted Huntington, Parks Subcommittee
    - Nina Mullins, Facilities Subcommittee
    - David Sperling, Airport Subcommittee
- Citizen Bond Exploratory Committee Timeline
    - August 20, 2020 Citizen Bond Exploratory Committee Kick-Off Meeting
        - All 49 Committee members came together to hear from Mayor Kevin Hartke and Committee Chair, Boyd Dunn, on the purpose of the Committee
    - September 1, 2020
        - First Steering Committee Meeting
    - September 8, 2020
        - All Subcommittees began meeting this week
    - October 2020
        - Subcommittee members received tours of City facilities and learn about needed projects
    - November 2020
        - Subcommittee began prioritizing projects needed in a potential bond election
    - November 5, 2020

        - Citizen Bond Exploratory Committee Chair, Boyd Dunn, provided an update to the City Council on the Subcommittees progress
    - December 2020
        - Finance Subcommittee evaluated financial options based on subcommittee recommendations
    - December 15, 2020
        - Subcommittees finalized project priorities and submitted a final ranking sheet to Finance Subcommittee
    - January 15, 2021
        - Steering Committee unanimously approved projects to be considered for a bond election
    - January 28, 2021
        - Citizen Bond Exploratory Committee Chair, Boyd Dunn, provided an update to the City Council on the Subcommittees progress
    - January 29, 2021
        - Steering Committee voted to approve the ballot question language
    - February 12, 2021
        - Steering Committee voted to approve Citizen Bond Exploratory Committee Executive Report
    - February 25, 2021
        - Citizen Bond Exploratory Committee Executive Summary presented to the City Council by the Committee Chair, Boyd Dunn
    - March 1, 2021
        - Citizen Bond Exploratory Committee Close out meeting
- Public Communication
    - CAPA launched public information campaign in November
    - New section on City's website created to be hub for all information chandleraz.gov/bondelection
    - Social Media posts and articles released in November
- Citizen Bond Exploratory Committee Recommendation
    - Parks $72,985,000
    - Fire $25,160,000
    - Police $55,190,000
    - Facilities $33,570,000
    - Streets $85,780,000
    - Grand Total $272,685,000
        - Maintains property tax rate

TIM STRATTON, Gust Rosenfeld, Bond Counsel for the City, continued the presentation.

- City Bond Counsel Overview
- Why Do We Need an Election?
    - Authorize the City to borrow money for approved capital projects

    - The foundation that Bond Counsel relies on to issue an unqualified opinion that the bonds have been fully and validly issued
    - Chandler's bond authorization needed to support 10-year Capital Improvement Plan
- GO Bond Elections
    - Secured by ad valorem taxes
    - Order of the election by the political subdivision governing body (i.e., City Council) or petition signed by 15% of the qualified electors
        - Transaction costs may come from authorized amount, but bond election expenses to be paid from current operating funds only
    - Notice of election per ARS 9-812 and 39-204 (not publication)
    - Election held at the regular voting places on the first Tuesday following the first Monday in November
    - Publicity Pamphlet is required
    - Ballot form must include certain language – for example, "the issuance of these bonds will result in a property tax increase…"
    - Authorization does not expire

COUNCILMEMBER HARRIS asked if they would want to conduct voting a different way would that be allowed under law, or if voting has to be done on paper.

MR. STRATTON said in Arizona law it depends on if the court deems the election a matter of local concern or statewide concern. There are different interpretations of a municipality to do things outside of the norm. Those would be a non-standard voting situation other than a mail in ballot or an in-person ballot. There could be electronic voting on the voting machines. There is no specific statutory authority to do anything else. Cities have to be able to derive their authority from their charter or from state law or they could open themselves up to an election challenge.

COUNCILMEMBER HARRIS clarified the statute does not state what type of form it needs to be just that the voting process needs to happen.

MR. STRATTON said the statute does specifically mention vote-by-mail and voting at polling places.

COUNCILMEMBER HARRIS asked if they could vote electronically for the bond election.

MR. STRATTON said he would recommend against that because they do not have statutory authority to do that. If the courts were to find that it was a matter of statewide concern and there was not a statute that allowed it, then there could be a potential lawsuit. If there was a lawsuit then the law firm would not be able to issue an opinion on the bonds until the litigation was resolved. The best-case scenario is that the court would say it was okay, but the bond sale would be delayed until the court's decision which could be a long time. Mr. Stratton said if the court said no then the election results would be invalidated and they would have to do the process again with the voters.

COUNCILMEMBER HARRIS asked if he has worked with a City who has done electronic voting and how long would that take.

MR. STRATTON said they have not had any cities in Arizona that have gone with electronic voting. Some states have enacted legislation to allow it and if they wanted to explore something like that then Mr. Stratton would work with staff to see if the legislature would sponsor a bill to give municipalities authority to do that. Mr. Stratton said voting access and election integrity is a big topic right now so it would be hard to tell how long that process would take.

MR. STRATTON continued the presentation.

- Publicity Pamphlets
    - Legal Statues of the Publicity Pamphlet
        - ARS Section 35-454 requires that the purposes be listed in the publicity pamphlet and limits the use of bond proceeds to the purposes stated
        - The purposes set out in the publicity pamphlet may be different than the language in the ballot
    - Requirements
        - ARS Section 35-454 not less than 35 days before the election, mail to every household with a registered voter
            - Sherman v. Tempe – before the election means before early voting begins
- Publicity Pamphlet – Substantive Content Requirements
    - Amount of Bonds
    - Maximum Interest Rate
    - Estimated Debt Service Schedule for Current Outstanding Bonds
    - Estimated Debt Service Schedule for Proposed Bonds
        - Limits on assessed value growth assumptions
    - Source of repayment
    - Estimated issuance costs
    - Estimated total cost (including P&I)
        - <u>Bold</u> font
    - Polling location for the addressee
    - Estimated tax impact on certain types of properties:
        - Residential ($250,000)
        - Commercial ($1,000,000)
        - Agricultural/Vacant ($100,000)
    - Projects and expenditures for which the bonds are to be issued
    - Hours during which polls will be open
    - Current outstanding GO debt and Constitutional limitation
    - Pro/con arguments

MAYOR HARTKE asked if it included the City's ability to pay down out of the general fund.

MR. STRATTON said they could create a narrative that would talk about the fiscal responsibility of the City and that they are responsible stewards of the public treasury.

VICE MAYOR STEWART asked if the rate was the same for residential as for commercial.

MR. STRATTON said no, there are different rates based on assessment ratio.

MS. LANG said residential is 10% of assessed value and commercial is around 15%.

MR. STRATTON continued the presentation.

- Publicity Pamphlet Pro/Con Arguments
    - Governing body must specify the deadline to submit in the Resolution
    - Publish deadline (doesn't say how to publish, so use the standard found in A.R.S. 39-204)
    - Political subdivision may charge a fee for arguments (Chandler charges $150)
    - Overly gratuitous additions in the publicity pamphlet, such as "Purpose" or "Why this Election was called" must be carefully reviewed

COUNCILMEMBER ORLANDO asked if they are required to post that this may cause a tax increase.

MR. STRATTON said in the publicity pamphlet they could say although state law requires this be put on the bonds the net tax increase would be zero.

COUNCILMEMBER ORLANDO said they would be able to mitigate those concerns with the additional language.

MR. STRATTON said yes.

COUNCILMEMBER ROE asked if they could use some cash and maybe some bond funds to retire an existing bond that is at a higher rate.

MS. LANG said they have been fortunate to sell in low-rate environments and they do refinance to get a lower rate when possible. Ms. Lang said since she has been at the City, they have not dipped into General Fund dollars to pay off debt as they rely on the secondary tax rate and opportunities for refinancing.

COUNCILMEMBER ROE clarified there is bond refinancing.

MS. LANG said that is an ongoing analysis to always look for those opportunities.

COUNCILMEMBER ROE said if the bond passes and these funds are available for the projects, is the new bond money able to pay off other existing bonds.

MS. LANG said if the public allows the authorization to do that and it is not to generate dollars to pay off something unless it is a refunding bond.

COUNCILMEMBER ROE asked if there was discussion on refunding bonds.

MS. LANG said with the election they are asking for new authorization to sell new bonds, but it does come into play when they lay out their financing plan in the publicity pamphlet and keep the tax rate flat.

MR. STRATTON said refunding is something they could always do, and they can add a statement about how the City has taken advantage of this to demonstrate fiscal responsibility.

COUNCILMEMBER LOPEZ asked about the requirement from the State saying the bonds would raise taxes and if that was a newer requirement.

MR. STRATTON said it was newer and they had testified against the measure because the statement is not always true.

MS. LANG said they were looking at it from the perspective that if the bonds were not sold then the tax rate would go down even though they are keeping the tax rate the same.

COUNCILMEMBER ORLANDO said they have had these budget policies for years so they can historically show the fiscal responsibility.

MR. STRATTON continued the presentation.

- Publicity Pamphlet
    - Within 30 days after election, City Clerk shall submit copy of the publicity pamphlet to the Department of Revenue
    - All written voter information must state the tax rate necessary to support the bonds (A.R.S. 35-454.C.)
    - Publicity pamphlets typically have more detail than the Ballot and it is in the publicity pamphlet where you can "explain" things and go into more detail
    - Bond Committee members can draft statements in favor of the referendum (Bond Committee to be sunset prior to advocacy)

VICE MAYOR STEWART asked if the publicity pamphlet would go out with the ballot.

MR. STRATTON said it goes out in advance of the ballot and gets mailed to every household and is on the City's website.

VICE MAYOR STEWART asked why it is not mailed with the ballot.

MR. STRATTON said it is the way State statute is written.

MS. LANG said this would give people time to review it. Ms. Lang said the commercial property rate is 18% assessed value.

COUNCILMEMBER LOPEZ asked if only one pamphlet is sent per household.

DANA DeLONG, City Clerk, said yes.

MR. STRATTON continued the presentation.

- Bond Election Ballot Questions
- Preparing the Ballot Question
    - Scope of Questions
        - The law prohibits "log rolling"
        - Typically, there is no log rolling if there is a common nexus among the items presented and the law has not divided the issues in other contexts
- Preparing the Ballot Question
    - Purposes vs. Projects
        - Must be broad enough in scope to cover all expenditures expected to be made
        - Need enough specificity so the voter can't claim "fraud in the inducement"
        - Examples, construct vs. improve; expand vs. renovate; equipment; financial costs; lease and acquire
    - Dollar sizing
        - Construction estimate
        - Inflation
        - Incidentals
        - Amount authorized may exceed the current debt capacity
        - Ballot form must include certain language – for example, "the issuance of these bonds will result in a property tax increase…"
- Municipal Facilities Bonds
    - QUESTION 1
    - PURPOSE: Municipal Facilities Bonds
    - AMOUNT: $33,570,000
    - Shall the Mayor and Council of the City of Chandler, Arizona, be authorized to issue and sell the following bonds of the City:
    - Purposes: To construct, improve, renovate, replace and remodel municipal buildings and critical infrastructure related thereto; to furnish and equip such facilities and improve the grounds thereof.

COUNCILMEMBER LOPEZ asked the difference between renovate and remodel.

MR. STRATTON said the degree of improvements and some of the language has been used in other successful elections, but they could go back and word smith.

MAYOR HARTKE asked if they should use the word existing municipal buildings.

MS. LANG said the facility study was done and there were some areas where buildings may need to be taken down and rebuilt so this was meant to capture all the various scenarios. Ms. Lang said this leaves it open and not mentioning specific facilities which allows the authorization to shift.

MAYOR HARTKE said they do not use the term aging infrastructure.

MS. LANG said it is based on past questions and how they were written. Ms. Lang said they could use that description in the publicity pamphlet, but this is how they questions would be written to encompass all the various needs.

MR. STRATTON said when they start to use the word aging, they get into a gray area. That word may mean something different to different people. This is why the language is broad, but they could add specific items to the questions. If broad language is used, then they have broad leeway in the projects that are financed.

COUNCILMEMBER ORLANDO was concerned the language was too broad and there were not examples.

MR. STRATTON said each community is different. Mr. Stratton said they have done elections where the questions were very broad, and this is similar to the language used in Tempe. These are very political types of questions and Council would know the community best.

COUNCILMEMBER ORLANDO said the municipal buildings was very broad, but the other questions are more descriptive. Councilmember Orlando said he was concerned about that question.

MS. LANG said this is the first time the City has prepared a municipal buildings bond question. Ms. Lang said they could provide examples of critical infrastructure that could be used on any municipal building.

COUNCILMEMBER ORLANDO said he would like to see an example to give the voters more information.

COUNCILMEMBER ELLIS said they need to also be mindful that the law says they cannot influence the voters. Councilmember Ellis said saying that a roof is leaking or there is no AC begins to infringe on that area. Councilmember Ellis said since they have not done it before they do not have precedence of how it was asked so they can present the question as written now.

COUNCILMEMBER ORLANDO said the others are more specific except this one.

COUNCILMEMBER ELLIS said she read the question and understood it. Councilmember Ellis said they need to ensure they look at other cities on how they have done it since the City does not have precedence.

MAYOR HARTKE asked if staff could provide more examples but still staying generic. Mayor Hartke said he agreed with Councilmember Orlando.

MR. STRATTON said he was cautious of adding negative descriptors, but they could add items that could be included in this. Mr. Stratton said they would work on additional language and still within the parameters of the law.

COUNCILMEMBER LOPEZ asked if they say these certain items would that limit them to just those items.

MR. STRATTON said they have to be careful in the language and they could say including certain items and other similar critical infrastructure.

MAYOR HARTKE asked if Council was in agreement to have staff work on additional language.

COUNCIL agreed.

MR. STRATTON continued the presentation.

- Park and Recreation Improvements/Community Services Bonds
    - QUESTION 2
    - PURPOSE: Park and Recreation Improvements/ Community Service Bonds
    - AMOUNT: $72,985,000
    - Shall the Mayor and Council of the City of Chandler, Arizona, be authorized to issue and sell the following bonds of the City:
    - Purposes: To construct, improve and acquire community, neighborhood, regional and aquatic parks, including recreational facilities, buildings and improvements; to acquire land for parks, recreational facilities, buildings and open spaces; to make improvements, additions and replacements to existing parks and recreational facilities and buildings; to landscape, furnish and equip existing and new parks and recreational facilities and buildings
- Public Safety/Fire Bonds
    - QUESTION 3
    - PURPOSE: Public Safety/Fire Bonds
    - AMOUNT: $25,160,000
    - Shall the Mayor and Council of the City of Chandler, Arizona, be authorized to issue and sell the following bonds of the City:
    - Purposes: To construct, improve, renovate and remodel fire stations and other fire safety related facilities; to furnish, equip and improve fire stations, fire safety related facilities and radio infrastructure; and to acquire vehicles and land for fire and public safety purposes
- Public Safety/Police Bonds
    - QUESTION 4
    - PURPOSE: Public Safety/ Police Bonds
    - AMOUNT: $55,190,000
    - Shall the Mayor and Council of the City of Chandler, Arizona, be authorized to issue and sell the following bonds of the City:

    - Purposes: To construct, improve, renovate and remodel police stations and other police related facilities; to furnish, equip and improve police stations, police related facilities and radio infrastructure; and to acquire vehicles and land for police and public safety purposes
- Public Works/Street and Transit Improvements Bonds
    - QUESTION 5
    - PURPOSE: Public Works and Street and Transit Improvement Bonds
    - AMOUNT: $85,780,000
    - Shall the Mayor and Council of the City of Chandler, Arizona, be authorized to issue and sell the following bonds of the City:
    - Purposes: To design, acquire, improve, construct, reconstruct and rehabilitate the streets, avenues, alleys and highways of or within the City; to design, acquire, install, construct and reconstruct street lighting, traffic signal/control systems, underground utility lines, landscape improvements and transit/bicycle program improvements, including shared use paths and trails; to acquire land and interests in land for transportation purposes

COUNCILMEMBER LOPEZ asked if they have highways.

MS. LANG said Arizona Avenue is a highway.

MR. STRATTON continued the presentation.

- A.R.S. required ballot language for payment of bonds
    - Each series of these bonds will be issued at the option of the Mayor and Council as general obligation bonds of the City pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, payable from the levy of an ad valorem tax against the taxable property located within the City, and the issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service of the bonds, unless the Mayor and Council provide for payment from other sources
- Government Resources Influencing the Outcome of an Election
    - Advocacy vs. Education
    - Objective test, not based on the subjective state of mind of the actor
        - The prohibition applies before a measure qualifies for the ballot and throughout the election process
        - The legal test is whether the activities unambiguously urge a person to vote in a particular manner
        - City resources cannot be used for advocacy, but may be used for education
        - Staff can volunteer time but cannot be compelled to work on campaign or work on campaign on the clock
    - Impartial, content neutral information has been allowed, but the courts will look to the style, tenor and timing of the activity
- Government Resources Influencing the Outcome of an Election
    - Normal non-partisan "get out to vote or register" activities are permitted
        - 2000 and 2004 Attorney General Opinion allows the answering of frequently asked questions and an analysis of the financial impact of the ballot measure

        - Can't have pictures of town's police cars, etc. - in 'vote yes' campaign material
    - State and federal prosecution possible if government funds are used
        - Federal case - wire fraud theft is a result of using program funds from a program receiving federal funds

MR. STRATTON continued the presentation.

- What Can Council Members Do?
    - CAN advocate on behalf of the bond questions with their own resources
    - CAN attend and speak at election events
    - CAN urge citizens to vote yes and talk about benefits, including via personal social media
    - CAN write letters and volunteer on a bond campaign committee
    - CAN NOT direct staff to work on campaign or advocate
    - CAN NOT use city resources such as phones, computers, email
    - CAN NOT use city funding

COUNCILMEMBER HARRIS asked if a constituent reaches out to the Councilmember if they could respond and how.

MR. STRATTON said to reply using their personal email back to them and to not use City email.

MS. LANG said staff can respond in a very fact-based way. Ms. Lang said any encouragement of voting yes would need to be done through personal email.

MR. STRATTON continued the presentation.

- What Can Staff Do on Their Own Time?
    - CAN write letters and volunteer on a bond campaign committee
    - CAN talk about benefits
    - CAN urge citizens to vote yes
    - CAN NOT use city resources such as phones, computers, email
    - CAN NOT direct staff to work on campaign
    - CAN NOT advocate for the passage of the bond questions on paid time or in their capacity as a City employee

MATT BURDICK, Communications and Public Affairs Director, continued the presentation.

- Bond Election Education Plan of Action
- City Role to Educate
    - Education vs. Advocacy
        - Factual in nature
        - Inform and encourage voter participation
        - Submittal of pro/con arguments
        - "Vote by Mail" process
    - Series of videos

        - What are bonds?
        - What are they used for?
        - Past bond funded projects
        - Illustrative examples of proposed bond projects
    - Series of printed documents
    - Digital – website & social media
    - Create Bond Election Summary and fact sheets for public distribution

MS. LANG talked about using educational materials on their personal time.

MAYOR HARTKE talked about speaking using factual information and crossing the line between their role and their role as an individual.

MR. STRATTON said anyone can sue based on their belief. Mr. Stratton said to be careful in terms of speaking at events and not use any City resources. Factual information could be given that is available to the public. Mr. Stratton said since everything is recorded, they should add they are speaking as a citizen and no one can challenge that.

MS. LANG said if a staff member is asked to speak they could not encourage anyone to vote yes.

COUNCILMEMBER LOPEZ said it is education and no opinion.

- Next Steps
    - February 25, 2021 Citizen Bond Exploratory Committee Executive Summary completed and briefing by
    - Steering Committee Chair at City Council Work Session
    - February 25- April 30, 2021 City Council discussion of recommendations
    - May 27, 2021 By resolution, the City Council Calls for an Election and approved ballot language
    - June 16, 2021 Bond Election education begins
    - June 18, 2021 Ballot language submitted to Maricopa County
    - August 4, 2021 Deadline to file Pro/Con with City Clerk
    - September 20, 2021 Sample Ballot / Publicity Pamphlet mailed to voters before election
    - October 4, 2021 Last day for voters to register for election
    - October 6, 2021 First day to mail out ballots in the "Vote by Mail" election
    - November 2, 2021 Election Day
    - November 22, 2021 Deadline for City Council to canvass the election

Adjourn

The meeting was adjourned at 5:53 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: May 27, 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 10th day of May 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

Meeting Minutes
City Council Study Session

May 10, 2021 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:08 p.m.

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

Appointee 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 Ellis to join him for the recognitions.

1. Service Recognitions
Chad Ecalono – 15 Years, Police Department
Erich Kuntze – 20 Years, Public Works and Utilities
Christine Vrabec – 20 Years, Public Works and Utilities
Salvador Leyvas – 15 Years, Public Works and Utilities

2. Proclamation - Public Works Week
MAYOR HARTKE read the proclamation and invited staff to accept.

John Knudson, Public Works and Utilities Director, said on behalf of the 350 employees in the Public Works and Utilities Department and Buildings and Facilities, thanked Council for their continued support for the construction they do in the City. Chandler is one of only four nationally accredited

organizations in Arizona and they are thankful that Council supports proper maintenance and construction of infrastructure.

3. Proclamation – Water Safety Month

COUNCILMEMBER ELLIS read the proclamation and invited staff to accept.

KEITH WELCH, Fire Battalion Chief, said they are excited to be out in the community and they have expanded the curriculum to the police department as well. Mr. Welch said they appreciated the support and are looking forward to the activities this month.

Consent Agenda and Discussion

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.

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

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.

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.

MAYOR HARTKE thanked Council for their work and ideas on the Strategic Framework as well as staff for their work. Mayor Hartke said this is an excellent document that would serve Council well. This keeps staff and Council focused on the direction of the City.

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 $44,556,946, 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 $4,611,946, 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.

MAYOR HARTKE thanked staff for the work that went into this. This allocates the money and as items come forth Council would be able to vote on them or adjust as needed.

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.

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.

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.

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.

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.

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.

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.

Economic Development

13. Purchase of Signage for West Chandler Employment Corridor

Move City Council approve the purchase of signage for theWest 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

Adjourn

The meeting was adjourned at 6:27 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: May 27, 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 10th day of May 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2021.

_____

Meeting Minutes
City Council Special Meeting

May 10, 2021 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:06 p.m.

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

Appointee Attendance
Josh Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Action Agenda and Discussion
1. Introduction of Ordinance No. 4972 Amending the Sunset Date for the Termination of the Citizen Bond Exploratory Committee and Subcommittees
   Move City Council introduce and tentatively adopt Ordinance No. 4972, changing the sunset date for the termination of the Citizen Bond Exploratory Committee and Subcommittees.

COUNCILMEMBER ORLANDO thanked those who served on the Committee.

Action Agenda Motion and Vote
Councilmember Orlando moved to approve the Action Agenda Item No. 1 of the May 10, 2021, Special Meeting; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 5:53 pm.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: May 27, 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 10th day of May 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

Meeting Minutes
City Council Micro Retreat

May 12, 2021 | 3:00 p.m.
Chandler Sunset Library, Monsoon Room
4930 W. Ray Rd., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 3:05 p.m.

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

Appointee Attendance
Josh Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Staff in Attendance
Matt Burdick, Communications and Public Affairs Director
Ryan Peters, Governmental Relations and Policy Manager
John Knudson, Public Works and Utilities Director
Derek Horn, Development Services Director
Jason Crampton, Senior Transportation Planner
Dana Alvidrez, City Transportation Engineer
Alexis Apodaca, Governmental Relations Coordinator

*Vice Mayor Stewart arrived at 4:37pm, and Councilmember Harris arrived at 3:14 pm

Discussion
1. Presentation and discussion on Mobility: Proposition 400 Regional Sales Tax for Transportation Extension Overview, Transit Services and High Capacity Transit, Active Transportation and the Frye Road Protected Bike Lanes Design Concept.

MAYOR HARTKE introduced the discussion item and called for a staff presentation.

RYAN PETERS, Governmental Relations and Policy Manager, presented the following presentation.

- City Council Micro Retreat
  - Mobility: Multi Modal Transportation
- Overview
  - Proposition 400
    - Current Program
    - Extension
  - Transit
    - Existing Service and Funding Sources
    - Arizona Avenue Alternatives Analysis
    - Price Rd. Flexible Transit Study
  - Active Transportation
    - Projects and Studies
    - Frye Rd. Protected Bike Lanes
- Moving Toward Prop 400 Extension
  - Proposition 300
    - October 1985
    - 20-Year ½ Cent Sales Tax
    - 72% Voter Supported
    - 231 miles of new freeway
  - Proposition 400
    - November 2004
    - 20-Year ½ Cent Sales Tax
    - 57% Voter Supported
    - New freeway, arterial, and transit improvements
  - Proposition 400 Extension
    - 2025
    - Existing Proposition 400 expires in 2025
    - Sales tax extension is needed for future improvements
    - Revenues required to recoup from Great Recession
    - Opportunity to continue the expansion of the regional transportation system
- Proposition 400
  - Countywide ½ Cent Sales Tax
    - Effective January 1, 2006 – December 31, 2025
    - Funds Regional Transportation:
      - Freeways: 56.2%
      - Arterial Streets: 10.5%
      - Transit: 33.3%
        - Bus Operations and Capital: 20%
        - Light Rail Capital: 13.3%
  - Transportation Policy Committee Oversight

- How Propositions 300 and 400 Have Shaped the Valley

COUNCILMEMBER LOPEZ asked if the light rail was only capital and not operations and maintenance.

MR. PETERS said that cities are responsible for the operations for the light rail, but in the overall program there are operational costs associated for bus services and freeways. The agreement with ADOT was that the Maricopa County Area would build the freeway and ADOT would have their responsibility through the HURF program.

COUNCILMEMBER LOPEZ asked about the operation and maintenance for the busses and the backup plan if the proposition does not pass.

MR. PETERS said the services would go away if this did not pass, but there are a lot of local services that would maintain those.

MR. PETERS continued the presentation.

- Prop 400 Arterial Projects Map
- Transit Map
- Prop 400 - Southeast Valley
    - New Freeways/ Widenings:
        - South Mountain 202
        - SR-24
        - Loop 101
        - Loop 202
        - I-10
        - US-60
    - Arterial Streets:
        - 99 Different Projects (30 in Chandler)
    - 30 Bus Routes: $800 Million to East Valley ($130 Million in Chandler)
    - Light Rail in Tempe and Mesa

COUNCILMEMBER ORLANDO asked what amount of money Chandler had put into this and what they had gotten back.

MR. PETERS said about $640 million and they have gotten back about $660 million in projects. Mr. Peters said they have to think of it regionally as residents benefit from this as they travel around the Valley outside of the City.

COUNCILMEMBER ORLANDO said they have roughly gotten the money back.

MAYOR HARTKE said this was a big question of his and did not think they would get the same equity out of the next proposition, so it is important to see how to move forward. They have major freeways and arterials done and the west Valley could easily take the entire 400 extension and put it into concrete.

Mayor Hartke said there is a lot of conversations between cities on how to best position our cities, towns, and regions to minimize any City being a donor city.

MR. PETERS continued the presentation.

- Prop 400 – Chandler's Projects Map
- Proposition 400 Extension
- Extension Considerations
    - Regional Balance
    - Legacy Projects
    - Sales Tax Rate
    - Extension Length
    - Performance-Based Projects
    - Continuity of Existing Service
    - Transportation Policy Committee Oversight
- Proposition 400 Extension
    - Sales Tax Half Cent
        - Projected Revenue $14.9 B
        - Ongoing Commitment $3.3 B
        - Remaining Amount $11.6 B
    - ADOT HURF
        - Projected Revenue $2.0 B
        - Ongoing Commitment 0
        - Remaining Amount $2.0 B
    - MAG FHWA Funds
        - Projected Revenue $2.9 B
        - Ongoing Commitment $0.3 B
        - Remaining Amount $2.6 B
    - MAG FTA Funds
        - Projected Revenue $2.3 B
        - Ongoing Commitment $2.2 B
        - Remaining Amount $0.1 B
    - ADOT FHWA Funds
        - Projected Revenue $6.1 B
        - Ongoing Commitment 0
        - Remaining Amount $6.1 B
    - Total
        - Projected Revenue $28.2 B
        - Ongoing Commitment $5.7 B
        - Remaining Amount $22.5 B
- Summary of Regional Need
    - Ongoing Commitments
        - 20 Year Cost Estimate $5.7 B
    - Freeway

        - 20 Year Cost Estimate $35.8 B
    - Arterial
        - 20 Year Cost Estimate $14.2 B
    - Transit
        - 20 Year Cost Estimate $35.3 B
    - Other
        - 20 Year Cost Estimate $13.3 B
    - Total Need
        - 20 Year Cost Estimate $104.3 B
    - Projected Funding Available
        - 20 Year Cost Estimate $28.2 B

COUNCILMEMBER LOPEZ asked if that was for the extension.

MR. PETERS said it assumes the region picks up the cost of our needs.

MAYOR HARTKE said the $100 Billion is a large wish list from all cities.

MR. PETERS said that was correct. Mr. Peters said MAG has a difficult job of evaluating the needs that exist today and then screening out the projects that would be best for the future.

MR. PETERS continued the presentation.

- Half-Cent – New Capacity Scenario
- Half-Cent – System Optimization Scenario
- Full Cent – New Capacity Scenario
- Full Cent – System Optimization Scenario
- Scenarios Summary
- Next Steps
    - Establish Consensus on Scenario –
        - MAG TPC Vote in Summer 2021
    - Air Quality Conformity Process – July – November 2021
    - MAG Regional Council Formal Approval – December 2021
    - State Legislature Authorization – Spring 2022
    - Election – November 2022

MAYOR HARTKE said for the entire region to reach that large number they would have to do a $0.06 tax and it is hard to tell what money would be coming in from different sources. Mayor Hartke said a half cent does one thing and one cent does another and there is no conversation about any tax higher than that. The City is still competing with everyone else and there is no wish list where everyone gets what they want. Mayor Hartke said they are not making any decisions today but wanted Council's thoughts on the rate and asked Mr. Peters if there was a 25-year scenario.

MR. PETERS said there is a 25-year regional planning scenario.

MAYOR HARTKE said to go beyond a half cent, there needs to be work with legislatures and let the County do this.

COUNCILMEMBER ORLANDO said some cities are using the American Recovery Act dollars for infrastructure and asked if that comes off the table for this. Councilmember Orlando said he recently had a conference call for the National League of Cities Transportation Subcommittee and the driving factor for Arizona was bridges and roads. Councilmember Orlando asked how projects come off the list.

MR. PETERS said Maricopa County has done a really good job taking care of our roads. Mr. Peters said they have asked the US Department of Transportation to take special consideration for cities and regions who have taken it upon themselves to invest. Mr. Peters said we have to hold up our end of the bargain and continue to invest. Mr. Peters said the regional transportation plan is administered by MAG and should a federal grant come in for a project, that money could be shifted over to something in a capital improvement program.

COUNCILMEMBER ORLANDO asked about operating and maintenance dollars and asked if the MAG plan allowed for higher operating and maintenance dollars instead of new items.

MR. PETERS said they have argued that they need to maintain what they build but in the region there is so much demand for new items. There is a need to have the State pay the maintenance of the freeways and the localities do what they can. The City uses the General Fund to pay for their needs. A city should not be able to freeload off the region. Mr. Peters said to get some funds from the State there has to be a maintenance component in there. Mr. Peters said there is a lot of pollical positioning but they need to not let the legislators off the hook and honor their commitments.

MAYOR HARTKE said if they build it then ADOT was to maintain it so there is a lot of conversation about this as infrastructure reaches the end of its life.

COUNCILMEMBER LOPEZ asked about the half cent tax and asked if other counties are restricted to a cent.

MR. PETERS said other counties are restricted to a cent.

MAYOR HARTKE asked if Pinal County was still struggling with that.

MR. PETERS said a full cent tax was authorized but it was being challenged in court, so they are waiting for that to be released. Pinal County cities are represented in MAG and there are Pinal dollars that go to support the overall system because of the planning area.

COUNCILMEMBER ROE said he was grateful for what Prop 400 has done.

MR. PETERS said because of staff's work they are able to take advantage of federal funding opportunities because the City is properly planned. Mr. Peters said there are plans but there is some maneuverability to advance some projects and those rules may apply in the future as well. Mr. Peters said there is also a debate on who gets funded first and scope creep.

MAYOR HARTKE said there is plans for housing by the 303 in the west Valley, but they have not acquired land yet. This is not just freeway but also land as well. There could be a lot of factors in these projects.

COUNCILMEMBER ELLIS asked if there was a way to do both of these plans so they can take care of what they have and build what is needed.

MR. PETERS said yes, this is not an either/or scenario. MAG had to create some assumptions in order for cities to react. Mr. Peters said the region would likely settle on optimization and capacity. Mr. Peters said Chandler has paid attention to technology and setting aside funds to take advantage of opportunities.

MAYOR HARTKE said there is work at the legislature to allow the County to go up to a cent regardless of whether or not they actually go up to the full cent. Mayor Hartke asked if Council was in agreement with working to have the State treat Maricopa County like the other Arizona counties.

COUNCIL agreed.

MAYOR HARTKE asked how Council felt on a half cent or a cent.

MR. PETERS said they also have to have the voters agree to this as well and see what their level of interest is. Mr. Peters said this would be on the ballot in 2022.

COUNCILMEMBER ELLIS asked if staff has already asked voters.

MR. PETERS said there was a recent survey that showed interest depending on what would be done. Mr. Peters said they did not break it down by city but by region.

COUNCILMEMBER ORLANDO said if they go for a cent but if it fails then it is that much harder to go back for a half cent. Councilmember Orlando said he was fine going for a cent as long as they are confident it is going to pass.

MAYOR HARTKE said they are looking at 2022 for that reason.

COUNCILMEMBER ORLANDO said if they go for a cent the projects would be done faster.

COUNCILMEMBER LOPEZ asked when the mass transit survey was done, was this question asked.

JASON CRAMPTON, Senior Transportation Planner, said they did not specifically ask if they wanted to pay more. Mr. Crampton said they have done a number of surveys five years ago with some questions about transportation. Mr. Crampton said there was support investing in transit, but they did not ask if people would be willing to pay more.

COUNCILMEMBER LOPEZ said if it barely passed last time then it may be a hard sell during this time.

COUNCILMEMBER ROE talked about extra gas tax. Councilmember Roe said if the half cent has the best chance of passing and then they could use some of the General Fund.

MAYOR HARTKE said there is general consensus for a half cent and if the voters would vote for more, then Council would be in support of that.

COUNCIL agreed.

COUNCILMEMBER ORLANDO said they need to ask the citizens that question directly to see where people are at.

COUNCILMEMBER ROE asked if they could get some feedback.

MAYOR HARTKE said yes, and the last time the transportation tax was attempted it was a very close election. Mayor Hartke asked about the 20 year versus a permanent tax.

COUNCILMEMBER ELLIS said 20 years.

COUNCILMEMBER ORLANDO said voters like to hear sunset numbers, so 20 years.

COUNCILMEMBER LOPEZ said 20 years. Councilmember Lopez asked if there could be two separate propositions for splitting out the operations and maintenance and capital.

MAYOR HARTKE said they are trying to get ADOT to maintain those instead of the County because that was the agreement.

COUNCILMEMBER ROE said 20 years was better, but the problem is people are going to want more money in 30 years and to maybe have a stepped approach to the sunset.

MR. PETERS said regional transportation plans are on a 20-year plan.

COUNCILMEMBER ROE said maybe a longer term but not permanent.

MAYOR HARTKE said no one had an appetite to tax forever.

COUNCILMEMBER LOPEZ said if they did two half cent taxes that may be a better selling point.

COUNCILMEMBER HARRIS said they do not know what transportation is going to look like in the future especially with self-driving cars which may require electrical circuits. Councilmember Harris said 20 years is such a long time especially as they enter the artificial intelligence era. Councilmember Harris said 10 years seemed better because they cannot predict that far in advanced. Councilmember Harris said he would agree to 20 but preferred 10 especially given how Chandler embraces innovation.

MAYOR HARTKE said transportation is going to change and the roads and signals may change. Mayor Hartke said Council agreed on a limited time and to allow the County to make their decisions and reach out to the voters.

MR. CRAMPTON continued the presentation.

- Transit Services in Chandler
- Fixed Route Bus
    - 11 Local Bus Routes
        - 950,000 Annual Boardings (FY2019)
    - 2 Express Routes
        - 60,000 Annual Boardings (FY 2019)
    - Programmed Improvements on:
        - Chandler Blvd.
        - Arizona Ave.
    - About 70% of Chandler users of fixed route are transit dependent*
    - *Source: Valley Metro Origins and Destinations Study
- Transit Facilities
    - Park and Ride
    - Transit Center
    - 370 Bus Stops
    - 250 Advertising Shelters
- Bus Ridership Data
    - Fixed Route Bus Boardings
- Fixed Route Bus Funding Sources
- First-Mile, Last-Mile Program
    - 1-Year Agreement with Lyft
        - $50,000 cap
        - Sept. 2020 – Sept. 2021
    - Residents get 50% off the cost of Lyft trips to and from bus stops in service area
- First-Mile, Last-Mile Program
- Paratransit
    - Service for people with disabilities
    - Federally mandated within ¾ mile of bus routes
        - Chandler goes beyond federal mandate by providing Citywide service
    - City cost = $45/ trip
    - Resident fare = $4/ trip

- 50,000 Trips/ Year

COUNCILMEMBER ROE asked if this program was within Chandler and if it stays in Chandler.

MR. CRAMPTON said it was regional and of those trips maybe 20,000 stay in Chandler.

COUNCILMEMBER ROE said the $45 fee could go to Phoenix.

MR. CRAMPTON said it could go to Phoenix, but we only pay for Chandler residents.

COUNCILMEMBER LOPEZ said it was based on residency and they could go around the Valley.

MR. CRAMPTON said yes.

MR. PETERS said this was a regional decision a couple years ago because of service. Before people would get dropped off at the borders and then wait for the other city's route to pick them up.

COUNCILMEMBER ROE asked if Gilbert made a big change regarding this.

MR. PETERS said they attempted to but received backlash.

MR. CRAMPTON continued the presentation.

- RideChoice
  - Alternative Service for People with Disabilities
  - Also Offered to Seniors (65+)
  - More Convenient Service
  - Does not Meet Federal ADA Requirements
  - City Cost = $19/ Trip
  - Resident Fare = $3
  - 12,000 trips per year
- Non-ADA Trips to RideChoice
  - Oct. 10, 2019 – City Council Directed Staff to Move Non-ADA Paratransit Users to RideChoice
  - April, 2020 – Change Became Effective
    - 3,000 Annual Trips Transitioned
    - 184 Residents Moved to RideChoice (1 Complaint)
- Ridership Data
  - Paratransit and Ride Choice

COUNCILMEMBER ORLANDO said this was still about 60,000 riders.

MR. CRAMPTON said yes.

MR. CRAMPTON continued the presentation.

- RideChoice
    - Increased Trip Cap Transfer from Paratransit
- Paratransit
    - Non-ADA Users Moved to RideChoice/ Covid-19 Ridership impact
- Transit Funding
    - Regional Funding: $8.1M in FY2020
        - Proposition 400 – ½ cent sales tax for transportation
    - State Lottery Proceeds: $670,000 in FY2020
    - Funding for transit required as a part of state's Air Quality Plan
    - Local Funding: $1.8M in FY2020
    - Advertising Revenue: $150K - $200K per year
- Transit Funding: Regional
    - Proposition 400 – ½ Cent Sales Tax For Transportation
        - 33% Goes to Transit
            - 9.59% of Transit Funding Allocated to Chandler ($8.1M in FY2020)
    - Transit Funds Must be Used for:
        - Local Bus Routes in Regional Transportation Plan
        - Express Bus Routes in Regional Transportation Plan
        - ADA Paratransit
        - Regional Expenses
    - Regional Public Transit Authority Board
- Transit Funding: State Lottery
    - Arizona Lottery Funds (Powerball Proceeds)
        - Funding for transit required as a part of state's Air Quality Plan
        - Funds Must be Used for Transit
        - Funds Distributed Based on Population
        - Chandler's Share: $670,000 in FY2020
            - Bus: $300,000
            - Paratransit: $250,000
            - Bus Stop Maintenance: $50,000
            - Valley Metro Rail Membership: $50,000
            - Miscellaneous: $20,000
- Transit Funding: Local
    - Bus Stop Advertising Revenue
        - $150,000 - $200,000 Annually
        - Advertising Contractor Also Regularly Cleans Bus Stops and Performs Light Maintenance
        - Funds Used for Bus Stop Maintenance and New Bus Shelters
    - General Fund (FY 2021 Budgeted Amounts)
        - Bus: $1,506,790
        - Paratransit: $420,000
        - RideChoice: $244,000
        - First-Mile, Last-Mile: $50,000

- Comparison of Transit Funding in Valley Cities for FY 18-19
- Transportation Master Plans Survey Results
    - Current mode of travel?
        - 92% Personal Vehicle
        - 3% Bike
        - 2% Transit
    - What mode of travel should the City invest in?
        - 44% Transit
        - 35% Auto
        - 10% Bike/Scooter
    - Expected primary mode of travel in 20 years?
        - 33% Auto,
        - 28% Driverless Auto,
        - 11% Shared Auto
        - 18% Transit
        - 5% Bike

COUNCILMEMBER HARRIS said with the increase of so many people coming from the Midwest and the East Coast it is more customary for people to ride public transportation, so it makes sense as the City changes.

MR. CRAMPTON continued the presentation.

- Why Are Citizens Interested in Transit?
    - Residents Rely on Transit
        - In Chandler, over 3,100 bus boardings occur each weekday
    - Opportunity
        - 77% of bus Valley Metro bus riders are employed and 16% are students
        - Over 50% of trips on Valley Metro are to or from work or school
    - Congestion Mitigation
    - Express bus takes over 5,000 cars off Valley freeways each day.
        - Local bus reduces congestion on arterial roadways.
    - Economic Impact
        - Every $1 invested in public transportation generates $5 in economic returns1
    - Air Quality
        - Valley Metro transit operations results in an annual reduction of 9.8 million pounds of air pollution

COUNCILMEMBER ROE asked if the express routes were taken out, how many boardings would there be.

MR. CRAMPTON said on a yearly basis there are 950,000 and express boardings are 60,000.

COUNCILMEMBER LOPEZ said there are two express routes and asked about the yellow line.

MR. CRAMPTON said that was a local bus route and that represents the heaviest use ones.

COUNCILMEMBER ORLANDO asked which route was the quickest growing one.

MR. CRAMPTON said Arizona Avenue has increased activity and Ray Road has increased.

COUNCILMEMBER ORLANDO asked about Price Road.

MR. CRAMPTON said they only provide service to Price Road during peak hours, but he would talk more about that.

MR. CRAMPTON continued the presentation.

- Transit Recommendations (2020-2040)
    - Flexible transit service covers most of Chandler
    - Interconnected hierarchy of routes
        - High capacity transit
        - Express bus
        - Local bus
    - New/expanded transit centers and park-and-ride lots

COUNCILMEMBER LOPEZ said there are surveys done by the County and asked if the City gets data. Councilmember Lopez asked if they are developing pockets of where people are going and who would benefit.

MR. CRAMPTON said that does play a part. The transportation master plan does not go into that level of detail, but they do look at data on where to expand services.

MR. CRAMPTON continued the presentation.

- Flexible Transit (Micro-Transit)
- What is Micro-Transit?

MR. CRAMPTON said there are a number of options, such as a regional pass. Another option is that cities offer a free service because if it is not a large scale, collecting the fare could be very costly so they opt for it to be free. Mr. Crampton said some cities also opt for a lower fare.

COUNCILMEMBER ORLANDO asked if other cities are doing this now.

MR. CRAMPTON said Glendale piloted a program, but it was paused due to COVID-19.

COUNCILMEMBER ORLANDO asked if Chandler does this would be put in the sales tax.

MR. PETERS said they advocated for that but there was strong resistance to providing local service only using regional dollars. Mr. Peters said they argued that it would connect to the regional system.

COUNCILMEMBER ORLANDO said there was not support for that.

MR. PETERS said no.

COUNCILMEMBER ORLANDO asked if more cities do this, if the momentum would grow.

MR. PETERS said perhaps but the resistance is pretty strong from Phoenix, Mesa, and Tempe. They are having a hard time conceptualizing how it would work.

MAYOR HARTKE said it was part of the dollar amount since it would compete with everything else.

MR. CRAMPTON said one potential solution is a locally funded bus service which could compete for regional funding service.

COUNCILMEMBER LOPEZ asked if that would be short sighted.

MAYOR HARTKE said there are a lot of ideas and options out there.

MR. CRAMPTON continued the presentation.

- Price Road Flexible Transit Study
    - Study Recommendations:
        - 4-5 Vehicles
        - 15-minute maximum wait time
        - Supplement with Lyft/ Uber When Cost-Effective
        - Co-mingle ADA Paratransit Trips
    - Annual Cost Estimate: $650,000 - $800,000*
        - *Assumes $200,000 Cost Savings from Reductions in Bus Route 96

COUNCILMEMBER LOPEZ asked if Mr. Crampton could expand on the start and end point.

MR. CRAMPTON said it would not follow any type of fixed route but would provide service within an area and respond to calls.

COUNCILMEMBER LOPEZ asked if the area would just be for pickups.

MR. CRAMPTON said pickups and drop-offs would have to be in this area. If someone wanted to go further they would need to get on a regional service.

MAYOR HARTKE said this study would determine what the demand would be and asked if there was an interest to do this.

COUNCILMEMBER LOPEZ said he questioned the boarders and if this captured Chandler High School.

MR. CRAMPTON said there was a little area by Chandler Fashion Center which would cover the Center for the Arts and Chandler High School.

MR. PETERS said the service area needs to be small enough to be nimble but large enough to get riders.

MAYOR HARTKE asked for Council's thoughts. Mayor Harkte asked how long the pilot would be.

MR. CRAMPTON said they have not identified an endpoint but if they have the program and people are used to it, it is difficult to end.

COUNCILMEMBER LOPEZ asked how much the riders would pay.

MR. PETERS said staff still needs to work out the cost and thought this would be more of an efficient way to move people. Mr. Peters asked if this was an investment Council would consider as there are budget considerations that still have to be made.

MAYOR HARTKE said they are not allocating funds today but rather Council to provide direction on whether to direct staff continue working on developing this program.

COUNCILMEMBER ELLIS said based on interest of the citizens to look into it.

COUNCILMEMBER ORLANDO said they have gotten calls from the workforce and thought it was a great idea. Councilmember Orlando said if they try it and it does not work then they at least gathered great data to find a better solution. Councilmember Orlando said this would be convenient for riders.

COUNCILMEMBER HARRIS was in agreement.

COUNCILMEMBER ROE was in agreement.

MAYOR HARTKE said Council was in agreement to proceed.

Recess

The meeting was recessed at 4:45 p.m.

Reconvene

The meeting was reconvened at 4:51 p.m., all members present.

MR. PETERS continued the presentation.

- Arizona Avenue Alternatives Analysis

MR. CRAMPTON continued the presentation.

- Regional High Capacity Transit
  - Light Rail in Phoenix, Tempe and Mesa
    - Initial 20-mile line
    - Two Extensions in Mesa
  - Streetcar Under Construction in Tempe
  - Light Rail Extensions in Progress in Phoenix
- High Capacity Transit in Chandler
  - Current Study:
    - Arizona Avenue Alternatives Analysis
  - Previous Studies
    - Major Investment Study (2003)
    - High Capacity Transit Feasibility Study (2012)
    - Fiesta Downtown Chandler Transit Corridor Study (2017)
- Study Area
  - The characteristics of the study area suggest strong future growth and travel demand that warrants a future investment in high-capacity transit (HCT) and other transit services.
  - 2040 Study Area Projections
    - 23% increase in population
    - 46% increase in employment
    - 11% increase in travel time by car between Chandler and Mesa
- High-Capacity Transit Types
  - Hybrid Light Rail/Streetcar
    - Speed - Moderate
    - Traffic Lanes – Dedicated or Shared
    - Cost to build - $$
    - Capacity – 135 per car
    - Average Cost to Operate - $$$
  - Bus Rapid Transit
    - Speed – Higher to Moderate
    - Traffic Lanes – Dedicated or Shared
    - Cost to build- $
    - Capacity – 80 per bus
    - Average Cost to Operate - $$
  - *Enhanced bus options may also be considered.
- Public Involvement
  - Community Outreach
    - 2 Key Stakeholder Workshops
    - 4 Public Meetings
    - Website and Social Media

VICE MAYOR STEWART asked when this was done.

MR. CRAMPTON said this was done with the Transportation Master Plan in 2019.

MR. CRAMPTON continued the presentation.

- Future Technology
    - Four scenarios were modeled to explore the change in the annual number of transit riders over the next 50 years (2020-2070).
    - Base Line
        - Continuation pf existing service and conditions
        - 383,000 Riders
    - Scenario 1
        - Personally owned AVs existing transit; no service Improvements
        - -4%
        - 366,000 Riders
    - Scenario 2
        - Personal and shared AVs; some AV micro-transit
        - 14%
        - 437,000 Riders
    - Scenario 3
        - Personal and shared AVs; AZ Ave HCT; AV buses; increase transit service
        - 35%
        - 515,000 Riders
    - Project ridership in the study area based on MAG modeling forecasted population and employment growth.

COUNCILMEMBER LOPEZ asked if they could define 500,000 riders.

MR. CRAMPTON said these are service area boardings not people. Mr. Crampton said the typical model goes to 2040 this goes to 2070.

MR. CRAMPTON continued the presentation.

- Detailed Analysis Results
- Recommended Alternative
- Next Steps
    - Actions that can be taken to enhance HCT development along the recommend route, include:
        - Bike and pedestrian friendly connections
        - Transit supportive policies to encourage TOD
        - Limiting the amount of parking in the CBD
        - Enhance local bus network to feed into AZ Ave
        - Encourage decision making supportive of HCT

MAYOR HARTKE said Council would not make a decision on this as this is just a study to see where things could go.

COUNCILMEMBER LOPEZ talked about the reset with COVID-19 that everyone is trying to deal with, and people may not be coming back to work in the same way. This is going to have a major impact on transportation. Councilmember Lopez asked if they would also start looking at trending models to see what long term changes there are.

MR. CRAMPTON said the modeled scenarios did assume a reduction but the impact of working from home was not fully realized yet.

COUNCILMEMBER LOPEZ said he thought it was a great plan and a great place to start. Councilmember Lopez said to model work from home scenarios.

COUNCILMEMBER ROE asked about the Price Corridor and if that is given special consideration because people may have a vehicle and would not use mass transit unless it was superior.

MR. CRAMPTON said the focus for Price Corridor is the micro transit because it would provide convenience to go directly there and this would be more enticing.

MR. PETERS said in order for it to work it has to go somewhere. Tempe and Mesa have no investment plans and it is not going anywhere at the north end.

COUNCILMEMBER ORLANDO said when he looked at the early slides there was only a small dip in transit ridership which says those who are taking transit are not necessarily doing office jobs and they had to go to work and this was their mode of transportation.

MR. CRAMPTON said transit ridership did not go away as about 60% continued to ride and it is starting to rebound.

COUNCILMEMBER ORLANDO asked if there are still express routes from Chandler to Phoenix or other cities.

MR. CRAMPTON said it would be interesting to see how things rebound as those have rebounded the slowest.

VICE MAYOR STEWART said the Price Corridor was designed for people to drive. Vice Mayor Stewart said they do not have high-capacity transit in that area and asked if that was a hinderance to economic development.

MR. WRIGHT said that is not something that was studied in depth, but it depends on the company on what they are looking for. Some like having high density and transit near their buildings, others do not look at it as much as they are fine with parking garages.

COUNCILMEMBER LOPEZ talked about perspective of people who live in other cities where mass transit is relied on heavily. Some do not want to live in Arizona because everything is so spread out. Councilmember Lopez said they want to build something that is practical for our area.

VICE MAYOR STEWART said they built a city with infrastructure to move cars like having six lanes through neighborhoods. Having a mass transit system may not be optimal.

MR. PETERS said they try to balance, and people will take the most convenient option and that may change in the future. Mr. Peters said previous Councils and staff have not locked themselves into one decision and keep their options open which is why the study builds upon itself.

MR. PETERS continued the presentation.

- Active Transportation
- Why Active Transportation?
    - Growth in Active Transportation
        - Since 2005 states have seen, on average, a 46% increase in the share of people commuting by bike.
        - 27.6% drive less than five miles to work/school
        - Commute to Work by Car
            - 90% Baby Boomers
            - 92 Generation X
            - 77% Millennials
    - Public Health
        - 1 in 4 Adults in Maricopa County are Obese
        - 13 pounds average weight lost in the first year of biking to work
        - Cycling just 20 miles a week can reduce the risk of cardiovascular heart disease by 50 percent

MR. CRAMPTON continued the presentation.

- Active Transportation Today
    - Bike Lanes
        - 350 Miles
    - Shared Use Paths
        - 17 Miles Paved
        - 24 Miles Unpaved
- Bicycle/ Pedestrian Recommendations (2020-2040)
    - Bike lanes on all arterials
    - Shared use path signalized crossings at all arterial roads (if warranted)
    - Add new shared use paths and separated bike lanes
    - Interconnected network of on-street and off-street facilities
- Plans and Studies
    - Price/Ocotillo Shared Use Path – 2020-21
    - Frye Rd. Protected Bike Lanes – 2020-21

    - Highline Canal – 2021
    - Hunt Highway – 2021
    - Future Studies as Grant Funding Permits
        - Kyrene Branch Canal
        - Ashley Trail/ Paseo Trail Connection
- Grants
    - Kyrene/McClintock Bike Lanes - $4.6 Million
    - Chandler Blvd. Bike Lanes - $1.0 Million
    - Frye Rd. Protected Bike Lanes - $3.7 Million
    - Price Road/Ocotillo Shared Use Path - $75,000
    - Hunt Highway Separated Bike Lanes/ Traffic Calming - $70,000
    - Highline Canal - $35,000
    - Wall St. Alley Activation - $70,000

MR. PETERS continued the presentation.

- Frye Road Protected Bike Lanes
    - Preliminary Design Study Conducted in Partnership With Chandler, Maricopa Association of Governments, and Y2K Engineering.

MR. CRAMPTON continued the presentation.

- Project Description
    - Build Physical Separation for Bike Lanes on Frye Road
    - Project Limits:
        - Frye Road from Paseo Trail to ½ Mile West of Arizona Avenue
    - Project Benefits
        - Comfort and Safety of Cyclists
        - Enhanced Connections to Downtown, Paseo Trail, Schools and Parks
        - Develop Sense of Place for Downtown Chandler
- Building Blocks of a Protected Bike Lane
    - Horizontal Buffer
    - Vertical Element
    - High visibility markings of conflict areas
- Protected Bike Lane Examples
    - Quick Build
    - Raised Median with Landscaping
    - Pre-cast Modular
    - Parking protected
- Benefits of Protected Bike Lanes
    - Reduce/eliminate dooring issues
    - Reduce/eliminate parking and loading conflicts
    - Reduce conflicts/ slow turning vehicles
    - Provide space for all roadway users, reducing stress for all
    - Benefits of PBLs over conventional bike lanes

        - Safety
        - Comfort
        - Ridership
        - Shifted trips
- Project Limits

MR. WRIGHT talked about a future park site that would kick off soon as they are just waiting on the federal grant funds to come through. That park already has a parking lot that connects to Paseo Trail and a school. There is part of the site that was tentatively designed to have a bike hub.

MR. CRAMPTON continued the presentation.

- Existing Conditions
    - Arizona Ave Intersection
    - West of Arizona Ave
    - East of Arizona Ave
- Existing Conditions
    - McQueen Rd Intersection
    - West of McQueen Rd
    - East of McQueen Rd
- Public Engagement
    - Project Webpage: www.tinyurl.com/fryeroad
    - Input period: 1/15/21 – 1/30/21
    - Advertised through social media and temporary signs near the corridor
    - 115 survey responses received
    - 57 additional comments through social media
    - During the two-week period:
        - 320 website views (unique visitors)
        - 169 views of the informational video
- What We Heard from the Public
    - 64% bicycle at least once a week primarily for recreation, social activities, and dining.
    - Perceived lack of safety for pedestrians and bicyclists.
    - Majority of positive response for improved/protected bike lanes.
    - Additional requests for landscaping, connections to bicycle network, and detection at intersections
    - 3.6 out of 10 for how comfortable Frye Rd is to ride today.
    - Parents indicated they would allow their child to bike to and from school without an adult in 5th grade with protected bike lanes versus 7th grade as it is.
- Additional Considerations
    - Design Considerations:
        - Drainage
        - Consistency for drivers and bicyclists
        - Parking/ Transit Stops
    - Operations Considerations:

        - Maintenance of debris
        - Resources for ongoing maintenance
        - Traffic operations at intersections
        - Coordination with other projects
- Draft Separation Concepts
    - Landscaped Bioswale
    - Patterned Paver
    - Pre-cast Modular
- Draft Recommended Alternative 1
    - Within existing curb to curb width
    - Keeps on-street parking & loading
    - Consistent travel lanes
- Draft Recommended Alternative 2
- Draft Recommended Alternative 3

MAYOR HARTKE said they could put in a rumble strip.

MR. CRAMPTON said yes, there are also railings as well that could be put as a barrier so there are vertical features for drivers to see.

MR. CRAMPTON continued the presentation.
- Draft Recommended Alternative 4
- Draft Recommended Alternative 5
- Draft Recommended Alternative 6
- Draft Concept
- Next Steps
    - Current Preliminary Design Study – Complete June 2021
    - Final Design – Programmed for FY2021-22
    - Construction – Programmed for FY2022-23
    - All Three Phases are Funded with Federal Grants
        - 5.7% local match required for design and construction

MR. PETERS said when staff met with the consultant there were some design features that were left out because of cost. Mr. Peters said they need to determine if they are staying within the federal grant amount or if there are other combinations of funds. Mr. Peters said they also need to consider ease of maintenance and if they want to sacrifice some design elements to make it easier to maintain.

COUNCILMEMBER HARRIS said he liked the design and once drivers get familiar with the certain areas of the City that have separation that would create a pattern of safety. Councilmember Harris said with the flat paver maybe it could be raised a bit to deter skateboarders taking over the lane.

COUNCILMEMBER ELLIS said safety is number one and liked the design element. Councilmember Ellis said she liked the parents being more comfortable sending the kids to school on their bikes and this was a great project.

COUNCILMEMBER ORLANDO said he was good with it. Councilmember Orlando said they really need a physical barrier to show the clear path. Councilmember Orlando said he liked the idea of floral desert landscaping and dissipate some of the heat. Councilmember Orlando how much more it would cost to take it up to Chandler High School and if it was worth doing.

MR. PETERS said that would be a new study because that is a unique area. Mr. Peters said they have thought about downtown and the downtown is a pedestrian oriented development. Mr. Peters said they hope to see where they could expand in the future.

COUNCILMEMBER ORLANDO said they did not have the money to do it now and asked how much more it would cost.

COUNCILMEMBER LOPEZ said this is what they were hoping for and it is needed. Councilmember Lopez asked about the option where street parking protected the bike lane and asked why this wasn't used in the area.

MR. CRAMPTON said they had design options that showed parking protecting the bike lane and it was being considered in front of Willis Junior High. Mr. Crampton said because of the traffic activity it may not be safe as there are a lot of activity at certain points during the day.

COUNCILMEMBER LOPEZ said they could experiment with it on the west side.

MR. CRAMPTON said it would not work because the parking is designed as cut out parking.

COUNCILMEMBER LOPEZ asked where people would park their bikes downtown.

MR. CRAMPTON said they are working with downtown staff on bike parking availability.

COUNCILMEMBER LOPEZ said they also need to look at securing the bikes.

MR. PETERS said some of the design elements really include more concrete and could save on paving costs. Mr. Peters stated that the situation would be do they spend more money that is easier to maintain from a pavement standpoint, or are they bounded by the $3.7 million. Staff will be looking for more guidance as they move to the next phase which is final design.

COUNCILMEMBER LOPEZ said this being Council's initial review and thought it should be enticing and welcoming and part of the downtown experience. Councilmember Lopez said they should go little bit above to make it appealing as this is what citizens are asking for and are wanting.

COUNCILMEMBER ROE said this was a grant and there are quite a few bike lanes that need work.

MAYOR HARTKE said those were already being done.

COUNCILMEMBER ROE said at the school parents line up all the way down the road and that could cause issues. Councilmember Roe asked if they do something really nice what would the cost be to replace it. It looks great and they should be prepared to do it throughout the City.

VICE MAYOR STEWART was interested in what the maintenance cost would be. Vice Mayor Stewart said this was great and would like to see them do modular option to see how many residents would use it. Vice Mayor Stewart asked if the federal government is giving money for cities to do trials because people are going to want it and they need to consider the ongoing maintenance.

MR. CRAMPTON said there is an ongoing cost and that depends on which option they choose and if there are any damages. Mr. Crampton said the cost is small in comparison to transit dollars. Mr. Crampton said going west is a bit of a challenge because there is less space for bike lanes, but they could look at railing options. Mr. Crampton said the project did compete well and federal funding is anticipated to be available through Prop 400. When Prop 400 ends there would be other opportunities to move forward without the City funding 100% of the project.

VICE MAYOR STEWART said it did not seem cost prohibitive and thought it was an innovative project.

MAYOR HARTKE said he was in support of it. Mayor Hartke said he would rather spend more onetime dollars up front than the ongoing cost and make it more durable. Mayor Hartke said he liked the raised area and the rumble strips. Mayor Hartke was concerned about the rails and a distracted driver hitting those. Mayor Hartke said this was a saleable feature for Downtown and this could also connect to downtown Gilbert as well. Mayor Hartke said this would connect a lot of Chandler and wanted the options to be durable and have longevity.

COUNCILMEMBER ORLANDO talked about the boys and girls club location and said this was a good project for bicycle riding.

MAYOR HARTKE said he liked Washington Street to connect to that area. Mayor Hartke thanked Council for their discussion.

MR. WRIGHT thanked Council for their time.

MR. PETERS thanked Council's for their input and thanked staff for their work on the Family Bike Ride.

Adjourn

The meeting was adjourned at 5:51 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: May 27, 2021

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting – Micro Retreat of the City Council of Chandler, Arizona, held on the 12th day of May 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

Meeting Minutes
City Council Work Session

May 13, 2021 | 4:30 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 4:32 p.m.

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

Appointee Attendance
Josh Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Staff in Attendance
Matt Burdick, Communications and Public Affairs Director
Derek Horn, Development Services Director
Kevin Mayo, Planning Administrator
Leah Powell, Neighborhood Resources Director
Dawn Lang, Management Services Director
Micah Miranda, Economic Development Director
Stephen Erno, Neighborhood Preservation Manager
Kim Moyers, Cultural Development Director

Discussion
1. Presentation and discussion regarding Post Pandemic Policies regarding Temporary Signage, Temporary/Permanent Extensions of Premise, and Downtown programs including Dine in the Park and the On The Street Program.

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, Acting City Manager, introduced the discussion item and said Chandler was a leader in taking a strong approach to easing the burden on the business community. Now that the pandemic is coming to an end, they need to revisit some of the program deadlines and how Council would like to handle some of these items going forward.

KIM MOYERS, Cultural Development Director, presented the following presentation.

- Post-Pandemic Programs
- Agenda
    - Temporary Signage
    - Liquor License - Extension of Premise
        - Temporary & Permanent
    - Patios –
        - Temporary
        - Permanent
        - On the Street
    - Dine in the Park
- Extension of Temporary Signage
    - Background: Resolution No. 5361 suspended all time limits on temporary signs and waived the permit application requirement.
    - Intent: To allow for additional signage to assist with curbside pickups.
    - Timeline: Approved March 26, 2020, and is authorized until Council takes further action.
    - Recommendation:
        - Formal Council Action rescinding Resolution No. 5361at future City Council Meeting and effective October 1, 2021.
        - Beginning in October, an education period will take place prior to enforcement and in conjunction with state law regarding campaign signage.

MAYOR HARTKE asked for Council's input.

VICE MAYOR STEWART asked if there were any complaints about the signs.

MAYOR HARTKE said he had some phone conversations asking about them.

COUNCILMEMBER ROE asked if this was citywide.

MS. MOYERS said yes.

COUNCILMEMBER ELLIS asked if there were any complaints.

LEAH POWELL, Neighborhood Resources Director, said if there is a sign that was a hazard they would get calls, but they have not received a lot of complaints on this.

COUNCILMEMBER LOPEZ asked why the education period would not start in September.

MS. POWELL said they are looking at when the campaign signs go out. Ms. Powell said they have to be content neutral so when the campaign signs go out there is not a lot of enforcement on signs in general. Ms. Powell said if they start the education period now, they would not really start enforcing this until November because of the election.

MAYOR HARTKE said the campaign signs would have to do with the bond election.

MS. POWELL said yes, the school district may have signs as well.

COUNCILMEMBER ORLANDO said he was okay with this.

VICE MAYOR STEWART said these businesses rely on signs and this is a useful tool and wanted to keep it the way it was.

COUNCILMEMBER ELLIS agreed with the recommendation.

COUNCILMEMBER HARRIS said he wanted the businesses to win but wanted to be mindful of complaints. Councilmember Harris said he was for the time period.

COUNCILMEMBER ROE said code enforcement is lenient and did not see this as a problem.

COUNCILMEMBER LOPEZ said if they want to adjust the sign code, they could bring it forward to allow this and help businesses.

MAYOR HARTKE said Council was in agreement with the recommendation. Mayor Hartke said if there was reason to amend the sign code, he was open to reviewing that.

MS. MOYERS continued the presentation.

- Liquor License for Serving Area Extensions
    - Background: During COVID-19, the Governor's Executive Orders relaxed Department of Liquor Licenses & Control (DLLC) guidelines for Temporary Extensions for alcohol serving areas by approving non-contiguous extension of restaurants on a temporary basis. DLLC regulates liquor and City provides recommendation for approval. No history of City denials.
    - Timeline: City Resolution No. 5414 allowed the City Manager/Designee to approve applications and waive related fees ($100 for permanent and $25/day for temporary) until May 31, 2021.
    - Participation: 19 Liquor Temporary Extensions of Premise permits issued at various dining establishments citywide.
- Liquor License for Serving Area Extensions
    - Intent: Ease financial burden, expedite applications to help stimulate business, and reduce administrative constraints.

- Recommendation: Continue to allow City Manager/Designee approval for Temporary Extensions, adding Special Events, and change fee for temporary extensions(including special events) to $25/day, not to exceed $100, to be included in a Resolution at the May 27th Council Meeting. Upcoming Special Event liquor licenses will be listed as information items on Council agendas.
- Benefits:
  - Turn around time for City approval reduced from 45-60 to 5-10 business days
  - Prevents need for Special Council meetings
  - Stimulates additional business through extended serving area
  - Provides for streamlined process at lower cost

MAYOR HARTKE said he liked this because there were three to four business owners who at the last minute did not have a permit, but Council was able to accommodate with a Special Meeting. Mayor Hartke said this was a good idea as they have passed these for the last 15 years and Council would still be notified where Council could ask questions if needed.

COUNCILMEMBER ORLANDO asked how many of these are received in a year.

DAWN LANG, Management Services Director, said on every agenda there is about one or two and depends on holidays where they see more.

COUNCILMEMBER ORLANDO asked what the idea was to have Council approve it.

MS. LANG said it varies, but in over 50% of the Valley communities these do not go to Council. Ms. Lang said Chandler has always required these to go to Council and to accommodate the agenda timeline it is very long lead time to get all the applications done in order to be on the agenda. This has been problematic for businesses.

MAYOR HARTKE said it seems to come in batches where some submit for multiple events during the year.

COUNCILMEMBER ORLANDO said normally he likes to keep Council control but in this case he did not have a problem with it.

COUNCILMEMBER LOPEZ said he was in support of streamlining the process as long as Council is made aware.

VICE MAYOR STEWART said he was in support if it makes it easier.

COUNCILMEMBER ELLIS was in support.

MAYOR HARTKE said Council agreed unanimously.

MS. MOYERS continued the presentation.

- Patio Types
    - Temporary (Private Property)
    - Permanent (Private Property)
    - On The Street (Downtown - Public Property)
- Private Property: Temporary Extension of Premise
    - Background: Helped businesses in response to COVID-19 capacity restrictions, although typically used for temporary extension of premises on private property for special events
    - Timeline: City Resolution No. 5414 waived the City Code limitation of 48 total calendar days in any calendar year extending TSPE permits until May 31, 2021.
    - Participation: 13 TSPE "COVID Extension of Premises" permits issued at various dining establishments citywide.
    - Options:
        - Include 48 calendar days expended and require COVID extension of premises be removed by May 31, 2021.
        - Start 48 calendar day count as of June 1, 2021, for remaining calendar year for all TSPE permits.

COUNCILMEMBER HARRIS said he had a few encounters with business owners downtown and that it takes away parking from businesses that are not restaurants. Councilmember Harris said during the pandemic it was important to rally behind the restaurants since this was the only way they could continue to operate and he said it became aggravating for some of the smaller businesses. Councilmember Harris said they should give the restaurants more time because taking down these patios could take weeks or have a financial burden. Councilmember Harris said they should start educating people and not cause an undue hardship for them.

MS. MOYERS said they would discuss Downtown separately, and this was regarding private property that wanted to have an extension of premise and the only way they could do that was calling it a special event.

COUNCILMEMBER LOPEZ said this is short notice and thought they needed more of a grace period and to extend by another month.

MAYOR HARTKE said this would be on May 31 add another 48 days.

COUNCILMEMBER LOPEZ said if they want to use those days then they need to take it down in the next week.

COUNCILMEMBER HARRIS said they may want to use that for Thanksgiving and Christmas, but they would have already used their time.

COUNCILMEMBER ROE asked if there was a prohibition on renewing this or if it was a one-time thing.

MS. POWELL said the liquor license process is separate from this. Any business, any year could get a special event permit up to 48 days. If they are serving alcohol and are extending their premises, they have to get a separate liquor license for that. If they were to keep the patio up it would count towards that 48 days, but they would need to go back for a new liquor license. Ms. Powell said it would probably not do much good to keep these up if they are not able to serve alcohol. Ms. Powell said most of the time these are up they are only for a few days around different holidays; it is not usually consecutive days.

COUNCILMEMBER ORLANDO said it is a total of 48 days.

MS. POWELL said yes.

MAYOR HARTKE asked for an example.

MS. POWELL said Founding Fathers has a patio, but their liquor license did not extend so they had a special event permit. Ms. Powell mentioned a few other restaurants that put up tents.

MAYOR HARKTE said those are temporary structures that are out there. Mayor Hartke asked where the 48 days is from.

MS. POWELL said the City's ordinance. Ms. Powell said each location is unique and there may be some locations that want to make the patios permanently if they meet architectural guidelines.

STEVEN ERNO, Neighborhood Preservation Manager, said based on Council's direction, staff will contact them and explain what their options are. Mr. Erno said the permits expire on May 31 so they will then be educated on what their next options are, and it may be different for each business.

COUNCILMEMBER ORLANDO said some companies are already taking them down.

COUNCILMEMBER LOPEZ confirmed businesses already know about May 31.

MR. ERNO said yes.

COUNCILMEMBER HARRIS said with everything going on, he believed the education period should be an additional 30 days and by July 1 have it start counting toward their 48 days. This would offer grace to allow them to make the best financial decision.

MAYOR HARTKE clarified Councilmember Harris is in agreement with everything but just have it start a month later.

COUNCILMEMBER HARRIS said yes.

MS. LANG said the liquor license would expire May 31 so if they keep it up, they need to reapply.

COUNCILMEMBER ROE asked if they would talk about an option to make these permanent.

MS. MOYERS said yes.

COUNCILMEMBER ROE said extending it 30 days is not remarkable.

MAYOR HARTKE said he was comfortable either way.

COUNCILMEMBER ORLANDO asked if they could extend the liquor license also.

COUNCILMEMBER LOPEZ said no they do not have the authority.

COUNCILMEMBER HARRIS said this would just count towards their 48 days.

COUNCILMEMBER LOPEZ said he was comfortable with July as long as there is education around next steps and the liquor license has expired.

MAYOR HARTKE asked if Council was comfortable with the 30 days.

COUNCIL agreed.

VICE MAYOR STEWART said the extension of premises is all about the liquor license and asked if that extension had to fit within the code.

MS. MOYERS said in order to serve alcohol outside there has to be an extension of premise for liquor.

VICE MAYOR STEWART asked if this was about the structure.

MS. MOYERS said in this case it is about both and they would be discussing what could be done to make it permanent.

VICE MAYOR STEWART said the 48 days was waived and it is now staff's recommendation to reimplement the 48 days to have this on private property.

MS. MOYERS said yes, this would reset at 48 days from now and then end of the year and they would reapply for the liquor license.

VICE MAYOR STEWART asked why a business has to apply to have a tent.

KELLY SCHWAB, City Attorney, said this is what our code states and that is consistent with most codes in Arizona if a temporary structure is being put up because it is usually for a reason. Ms. Schwab said most cities require that and it is about safety.

MAYOR HARTKE asked if Council agreed to give another 30 days per Councilmember Harris's suggestion.

COUNCILMEMBER ELLIS said she did not know what the benefit would be if they could not serve alcohol.

MAYOR HARTKE said this would take away the hard deadline of taking the structure down by May 31 and people could still drink nonalcoholic drinks.

MS. MOYERS continued the presentation.

- Permanent Patios: Private Property
    - Considerations:
        - Permanent expansions and improvements should remain architecturally consistent with existing building/development.
        - Patio barriers should utilize fencing materials and designs found upon the existing building/development.
        - Pedestrian ADA circulation should be preserved.
        - Vehicular circulation, drop-off pick-up locations should be coordinated.
        - Adequate ongoing parking should be evaluated.
        - Design Review approval required.
        - Recommendation: Allowed under current Planning procedures. Will work with interested property/business owners.

MAYOR HARTKE asked what the process would be for the liquor license extension to be permanent.

MS. MOYERS said they would have to reapply with the new expanded patio.

COUNCILMEMBER LOPEZ said this was allowed before and they are not changing anything.

MS. MOYERS said that was correct and if a business wants to make it permanent staff wanted to ensure Council knows there is a way to do so.

MS. MOYERS continued the presentation.

- On the Street Program: Public Property
    - Background: Created to help businesses in response to COVID-19 capacity restrictions
    - Timeline: Launched in October 2020. Current expiration is May 31.
    - Implementation: Patios allowed under existing City right-of-way use permit. Worked in tandem with City Resolution No. 5414 to expedite process.
    - Participation: 8 businesses
    - Program Response: Positive from both general public and businesses
        - DCCP Survey / Letters of support & Opposition

MAYOR HARTKE asked where the additional comments came from.

DANA DeLONG, City Clerk, said they were public comments that were submitted for the agenda item and were submitted through the City's website on the public comments form.

MS. MOYERS continued.

- On the Street (cont.)
    - Considerations:
        - Program was originally intended to be temporary
        - DCCP Survey – 78.85% to continue program
        - Seasonal Program:
            - Parking Spaces in front of retail
            - Consistency / design & building codes
            - Heat/weather
            - Maintenance
            - 30 minute parking / loading zones
- On the Street Options
    - Option 1: No change to current May 31 expiration
        - Removal of patios and discontinuation of program
    - Option 2: Extend for 1 year
        - Allow businesses to keep existing patios up until May 1, 2022
    - Option 3: End May 31 to prepare for new seasonal cycle
        - End of use on May 31 / Removal by July 15
        - Staff to revamp seasonal program
        - Seasonal program – October 15 – April 30 annually

MAYOR HARTKE said he does see people using the patios at night and recommended this be pushed to the end of May and not April.

COUNCILMEMBER LOPEZ asked about the liquor extension.

MS. MOYERS said every year they would have to reapply for the liquor license every year. The downtown businesses would have to decide if it would be beneficial.

COUNCILMEMBER LOPEZ said they need to consider what time is needed to do maintenance and could see it being revisited often.

MS. MOYERS said they could adjust the dates to what Council sees appropriate. Ms. Moyers said some of the restaurants have asked to put in mist systems. The only way that could happen would be if they attach to the colonnade but that adds more wear and tear and maintenance for the City. Ms. Moyers talked about not wanting to add shade structures as it would be costly.

COUNCILMEMBER ORLANDO asked about ADA parking.

MS. MOYERS said staff worked with traffic and downtown had more ADA than were needed and spaces were relocated.

COUNCILMEMBER ORLANDO talked about the right of way and thought it was an equity issue. Councilmember Orlando said there is an owner that is paying a premium for a built-in patio and now the lessee is paying to have the privilege and now that goes away. Councilmember Orlando said these are temporary structures and are taking City property without any compensation. Councilmember Orlando said someone is paying extra money to have that, but no one is paying to use the taxpayers space.

MS. MOYERS said every restaurant has the ability to do the same thing.

COUNCILMEMBER ORLANDO said to make it permanent but not in the Downtown.

MS. MOYERS said in the Downtown they can have an encroachment permit for patios under the colonnade.

COUNCILMEMBER ORLANDO said that is allowed as a permanent structure.

MS. MOYERS said these patios would be allowed under the same encroachment permit but on a smaller timeframe instead of permanent.

COUNCILMEMBER LOPEZ asked if the building owners are charging more for the patios.

MS. MOYERS said they should not be.

COUNCILMEMBER LOPEZ said they could have a patio for free.

COUNCILMEMBER ORLANDO did not think that was the case for all of them.

COUNCILMEMBER ELLIS did not think it was free.

MS. MOYERS said there is an encroachment permit fee each year. This extended patio would be covered under that.

COUNCILMEMBER ORLANDO said Craft 64 said they are paying a premium to the landlord for the front patio and the back patio. Councilmember Orlando said the extension is in the right of way.

MS. MOYER asked if a lease is being paid for the space that the City gives in the encroachment permit.

COUNCILMEMBER ORLANDO said that is what he was told.

COUNCILMEMBER ELLIS said they should not be.

NEILS KREIPKE, Downtown Chandler Landlord, said with this patio scenario the community came together to support the businesses through COVID-19. Mr. Kreipke said he was concerned that a generous group of individuals came together to do this temporary thing and now there are talks about making it permanent. Mr. Kreipke said there were 300 seats that were added by these temporary structures which is easily over $3 million in revenue that is being taken out of somebody else's pocket. When Craft 64 spends $150,000 to build their patio out, their rent factor is included in the interior space and also the patio space. Now free patio space is being given so it is a disadvantage for those who spent a lot of money. Mr. Kreipke said The Perch spent over $1.6 million to make the necessary upgrades for permanent patios and no one had to do this with the temporary patios. Mr. Kreipke said landlords and tenants are paying for it and it is creating unfair competition.

MAYOR HARTKE asked if lessees are paying more for that additional space.

Mr. KREIPKE said yes because it is additional space is part of the rent factor.

COUNCILMEMBER ORLANDO asked if that was equitable. Councilmember Orlando said he liked the patios and thought they were a good idea, but it is encroaching on City property. Councilmember Orlando said he wanted to be equitable.

MS. MOYERS said they are here for the betterment of the Downtown and this was done in response to COVID-19. There was great response from citizens and the businesses. Ms. Moyers said Craft 64 did contact the City and they could have had a patio in the front if they wanted to. Ms. Moyers said if there are in parking spaces in front, they all had the opportunity to do so. Ms. Moyers said there are some businesses that do not have parking spaces in front and so it is not all equitable and they do recognize that.

VICE MAYOR STEWART asked if there was a way to privatize that property.

MS. MOYERS said they did talk about charging a little bit extra on the encroachment permit for using that space during that time.

MAYOR HARTKE said he would not want to give up property on the street.

VICE MAYOR STEWART said he is trying to take government out of a problem as they are trying to manage contracts in private industry. Vice Mayor Stewart said this situation was dramatic and they found a way to help Downtown businesses to be able to serve more people and it has been a hit. Vice Mayor Stewart said he agreed with option two and have the patios look similar. Vice Mayor Stewart said if they could continue to help, they should do that.

MAYOR HARTKE asked if this is more than temporary, does it factor into bathrooms and the formula for other things.

MS. MOYERS said they have spoken with Development Services and it would be discussed if these would be permanent. Ms. Moyers said some of the areas that have had large patios probably would not be able to stay so large. Ms. Moyers said they would need to look at those calculations.

COUNCILMEMBER HARRIS said he was concerned that they are overreaching. Councilmember Harris said they do not have enough information to move forward based on a lot of conversation happening around maintenance and bathrooms and now landlords. Councilmember Harris said they need more information and get more input from everybody. If they make a decision right now, they are going to be stuck wondering why they made a decision so quickly.

MAYOR HARTKE asked what more information was needed.

COUNCILMEMBER HARRIS said he wanted to hear more from those who own the property and more information from the patrons that are senior or handicapped and the business owners so they can see everyone's pros and cons.

MAYOR HARTKE said he is looking for opinions from these groups.

COUNCILMEMBER HARRIS said yes, and asked the facility staff to see what the City's burden would be for maintenance.

MS. MOYERS said the DCCP did do a survey that represented all of the property owners and business owners.

COUNCILMEMBER HARRIS said he wanted to look at the numbers from an ongoing expense. Councilmember Harris asked if they put it up temporarily each year, what staff time and resources would that take. Councilmember Harris said after the pandemic would this be something that the City should do. Councilmember Harris said he did not have enough information to make an educated decision.

COUNCILMEMBER ORLANDO said they charge utility companies right of way fees. Councilmember Orlando asked if they are going to make it long term should they look at a fee structure to make it equitable. Councilmember Orlando said if they wanted to extend the program, they are still going to have to make this decision. Councilmember Orlando said there are businesses using City right-of-way to make a profit which was fine during COVID-19 but would that be equitable for those who want to invest and put up permanent structures. Councilmember Orlando said he was not against the businesses making money because that benefits everyone. Councilmember Orlando said when the structures are taken down there is a lot of cleanup to be done and did not want to see them become permanent structures if they are not complying with the code.

COUNCILMEMBER ROE talked about parking in the Downtown and how he has always advocated for more parking. Councilmember Roe said those parking spaces are precious and a lot of seniors drive downtown and look for one of those spaces so they can walk in and have dinner. Councilmember Roe

said if they are looking at getting rid of that then they need to do it in a permanent way. Councilmember Roe said these structures sitting in parking spaces was a good temporary solution.

MAYOR HARTKE clarified Councilmember Roe was in support of option one.

COUNCILMEMBER ROE said yes. If they want to create a nice outdoor area that was done permanently then he would support that.

MAYOR HARTKE asked which option Councilmember Harris wanted.

COUNCILMEMBER HARRIS agreed with Councilmember Roe for option one.

COUNCILMEMBER ELLIS said if they are experimenting with this to go work with staff and then bring it back to Council. Councilmember Ellis said they do not know what structures are going to be as they make them more uniform. Councilmember Ellis said if someone is renting that includes the front and the back and they should be able to do what they want with the space since they have already paid and should not be charged over unless the landlord is putting it up. Councilmember Ellis said she would like to see option two happen right now and then option three be in the making.

MAYOR HARTKE said option two would extend the program for a year and then option three would have them take it down and have staff come back to Council with a proposal.

COUNCILMEMBER ORLANDO said he was in support of option one. Councilmember Orlando said he liked the patios but did not want to encroach upon the parking and said they need to create a more uniform plan.

MAYOR HARTKE asked those in support of option one would be agreeable to have staff work on a proposal for option three.

COUNCILMEMBER ROE said yes.

COUNCILMEMBER LOPEZ said he agreed with option three to have staff review options.

VICE MAYOR STEWART said he would like to see option two into 2022. Vice Mayor Stewart said if they are going to do it then they should do it right and make it a destination. Vice Mayor Stewart said when this was implemented it was innovative and allowed people to continue their business and allow free market to thrive.

COUNCILMEMBER ORLANDO said he supported option one because it has to be taken down anyway.

MS. MOYERS said if Council says that the program ends the businesses would be given a grace period through July 15. Ms. Moyers said option three has the businesses take them down now and gives time to come up with a plan for fall.

MAYOR HARTKE said he agreed to option three.

COUNCILMEMBER ORLANDO agreed to option three.

COUNCILMEMBER HARRIS agreed to option three.

MAYOR HARTKE said majority Council agreed to option three.

COUNCILMEMBER ROE talked about the work done on Chicago Street and hoped there would be more conversation about that in staff.

MS. MOYERS continued the presentation.

- Dine in the Park
    - Background: Created to help businesses in response to COVID-19 capacity restrictions
    - Timeline: Launched in May 2020. There is no current expiration date.
    - Implementation: The Community Services Director can designate public property as a Public Recreation Area, allowing for the consumption of beer and wine.
    - Program Response: Positive from both general public and businesses. No issues have emerged from program.
    - Options:
        - Allow program to continue under current rules
        - Evaluate program expansion to include more of Dr. A J Chandler Park
        - End program

MAYOR HARTKE asked if there was a liquor license issue with that.

MS. MOYERS said no.

COUNCILMEMBER LOPEZ asked if they have always had the ability to allow people to drink in the park.

MS. MOYERS said yes, as long the Community Services Director has designated the area as a public recreation area with was done.

COUNCILMEMBER LOPEZ said he liked the evaluation of going to the east side and to see if this could be expanded to a larger area.

MS. MOYERS said when it is on the west side, it is near the businesses and it is easier for the police to see what is going on. Ms. Moyers said on the east side it is dark during the night and has more of a potential for some issues.

MAYOR HARTKE said Council agreed to continue the program.

Adjourn

The meeting was adjourned at 5:51 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: May 27, 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 13th day of May 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

Meeting Minutes
City Council Regular Meeting

May 13, 2021 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:03 p.m.

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

Appointee 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 Robert Felix, Chandler Presbyterian Church.

Pledge of Allegiance
The Pledge of Allegiance was led by Councilmember Harris.

Consent Agenda and Discussion
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.

2. Board and Commission Appointments

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

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.

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.

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.

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.

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.

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.

NIELS KREIPKE, 28 S. San Marcos Pl., Chandler, said a couple years ago there was an RFP that was sent out that had about five or six respondents and there was about the same this time as well. It does not appear to be an open public process. Mr. Kreipke said there was a committee put together for the selection of the RFP, five of which are City staff and one from the DCCP manager who was not able to attend. Because of that the selection was only City staff and no representative from the public. Of the respondents that submitted there was a program where the group could evaluate the respondents and the one being selected came in third and only one other came under that one in fourth place. Mr. Kreipke said for those who came in first and second did not get selected as the business moving forward. Mr. Kreipke asked that the selection be delayed so staff can talk to the stakeholders to see if this is the best selection for downtown. Mr. Kreipke said this is a net zero gain as Improv Mania is already down here. Mr. Kreipke said in the first RFP Improv Mania also submitted and did not get selected.

COUNCILMEMBER ORLANDO asked staff to explain what the process was and how this project was vetted.

MAYOR HARTKE said this item was also discussed during an executive session.

KIM MOYERS, Cultural Development Director, said when there is an RFP it is sent out to the community and there is a selection committee that is made of City staff and someone from the DCCP. Ms. Moyers said on the day of the meeting, staff was made aware that the DCCP representative could not come so there was not enough time to replace that person. Ms. Moyers said after the selection committee, the top three are brought to Council through an executive session and ultimately it is up to the Council to decide who gets to purchase the property and in this case, it was Improv Mania.

COUNCILMEMBER ORLANDO said this was not best price but was best value overall and there are more factors than dollar amount.

MS. MOYERS said yes, they look at a variety of factors such as ways to engage that side of the street, who the businesses are, their financial history, and their experience in the City.

COUNCILMEMBER ORLANDO asked if all of the bidders were vetted that they would be able to fund the project.

MS. MOYERS said yes.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Consent Agenda Motion and Vote

Councilmember Lopez moved to approve the Consent Agenda of the May 13, 2021, Regular Meeting; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

Public Hearing Item No. 25

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)

Open Public Hearing

MAYOR HARTKE opened the public hearing.

Staff Presentation

JOHN OWENS, Downtown Redevelopment Specialist, presented the following presentation.

- Enhanced Municipal Services District
- Enhanced Municipal Services District (EMSD) Overview
    - Created in 2005 – 16th Year
    - Covers 61.4 Acres and over 1 million square feet of commercial space
    - Formed to provide public services over and above typical public services elsewhere within the City of Chandler Services are provided by the Downtown Chandler Community Partnership (DCCP) through an annual contract with the City
- 2020-2021 DCCP Services
    - Events
    - Collaboration with Downtown Bike Team
    - Clean Team
    - Marketing
    - Pandemic Response

- EMSD Process and Next Steps
  - Process
    - Assessment was authorized by property owners
    - 100% of assessment proceeds paid to the District
    - City Council officially enables the District
    - District must be renewed each year
  - Next Steps
    - Contract with DCCP brought forward at June 10 Council Meeting
    - Voluntary City contribution $118,804

Council Discussion

MAYOR HARTKE asked if there was any Council discussion. There was none.

Discussion from the Audience

MAYOR HARTKE asked if there was any discussion from the audience. There was none.

Close Public Hearing

MAYOR HARTKE closed the public hearing.

Action Agenda Item No. 26

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.

Action Agenda Item No. 26 Motion and Vote

Councilmember Ellis moved to approve Action Agenda Item No. 26 of the May 13, 2021, Regular Meeting; Seconded by Councilmember Roe.

Motion carried unanimously (7-0).

Action Agenda Item No. 27

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

JOSHUA WRIGHT, Acting City Manager, recused himself from the dais due to a conflict of interest.

MAYOR HARTKE on February 8, there was an executive session to interview recruitment firms. Mayor Hartke said Council chose SGR and the recruitment process would take a minimum of 15 weeks. Mayor

Hartke said on February 11 the agreement was executed and February 22 through March 1, the consultant interviewed Council and executive staff to get feedback on what they were looking for. Mayor Hartke said the consultant provided a recruitment brochure and on April 6 the brochure was finalized. Mayor Hartke said on April 7 the position was posted and on May 7 the position was closed. The next step is that there would be a link provided to Council to look at all the applicants that had applied. There is an executive session on May 17, where SGR would present the applicants in a ranked format and Council would be able to determine ways to narrow down the list. The applicants would then provide additional information and in June Council would review the applicants again.

COUNCILMEMBER ORLANDO thanked the Mayor for keeping Council informed of the process and staff for working on this. Councilmember Orlando asked if there would be a citizen panel and if Council would be providing recommendations to the Mayor to serve on that.

MAYOR HARTKE said in the executive session they could discuss that in more detail and welcomed recommendations.

COUNCILMEMBER ORLANDO asked if there would be an employee group as well to provide input.

MAYOR HARTKE said yes.

COUNCILMEMBER ORLANDO said there would be a public forum for candidates to answer questions.

MAYOR HARTKE said yes, there would be a moderator so the candidates could answer the questions in the public.

VICE MAYOR STEWART clarified there would be a public question and answer in a format like this.

MAYOR HARTKE said yes, this is similar to what is done with directors and previous City Managers.

COUNCILMEMBER ORLANDO thanked the Mayor for his guidance on this and staff has been great working on this.

COUNCILMEMBER HARRIS said he is looking forward to the transparent process and allowing the public to be involved in the process.

MAYOR HARTKE said they have been successful in attracting great people in all of our offices.

Informational

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

Unscheduled Public Appearances

Jamie Hoffman, 42 N Velma Dr., Gilbert, said Council has done a great job solving the parking perception problem, filling the dirt lots with businesses, and has been very pro-business. Mr. Hoffman said he did not put a patio in right away because he did not know if it was the right decision and thought it was the right decision and it was great for Downtown. Mr. Hoffman said the customer response has been positive and the Downtown businesses voted 80% for them to stay. Mr. Hoffman said he was disappointed in the work session that no one asked if it was great for Downtown and instead all he heard was if it was fair for all the businesses Downtown. Mr. Hoffman said he has more patio than anyone else Downtown and this program gave the Downtown separation from Gilbert. Mr. Hoffman said they should not be fighting each other they should be fighting other Downtowns to bring people here. Mr. Hoffman asked for Council to give a plan for how these are going to be put back up before the businesses take them down. Mr. Hoffman said he has a storage unit but did not know if others did and it is hard to hold onto all this stuff if there is no plan to put them back up. Mr. Hoffman asked for these to be allowed to stay up until the plan is in place.

Current Events

Mayor's Announcements

MAYOR HARTKE said he was rescinding the proclamation tomorrow of a local emergency in Chandler with CDC's new guidelines and vaccines widely available. This was left in place longer to ensure they would be able to collect additional dollars if they became available and now there is no reason to continue this. Mayor Hartke announced the Senior Center would reopen on May 24 and resume programming with social distancing and sanitation measures. Mayor Hartke thanked everyone for their work overcoming these challenges and for coming together to support each other during these times. Mayor Hartke was proud at how Council worked together during these times. The community and economy are stronger than they have been and wanted to keep that going. Mayor Hartke encouraged the community to continue to follow CDC guidelines and businesses and schools are able to set their own policies.

Council's Announcements

COUNCILMEMBER HARRIS announced he would be the Grand Marshal for the Arizona Black Rodeo on Saturday at Westworld. This event features African American competitors from all over the nation and encouraged everyone to attend.

COUNCILMEMBER LOPEZ said he attended a lunch for the Food for Love Foundation honoring officers and staff in the police department. These men and women have worked tirelessly through this unprecedented year. Councilmember Lopez said the Food for Love Foundation provided lunch for the officers.

COUNCILMEMBER LOPEZ said May is Asian Pacific Islander Heritage Month. On May 10 they remember the contributions that Chinese Americans have made to the nation, especially in the transcontinental railroad. Councilmember Lopez said Chandler has one of the largest Asian populations in the Valley and continue to play a significant part in our businesses and community.

VICE MAYOR STEWART thanked the Mayor for rescinding the proclamation and thanked the Mayor for continually consulting Council during this time.

VICE MAYOR STEWART said they have lost two teens this week, Zyon at Perry High School and Alex at Hamilton High School. Vice Mayor Stewart said Mayor Hartke and Gilbert Mayor Peterson and Not My Kid Foundation would be discussing teen mental health and substance abuse on May 14 at 1:45. The goal is to educate families and raise awareness about this especially as there have been so many stresses and challenges for kids these days and they need to talk about it. Vice Mayor Stewart said it is okay to talk about suicide and substance abuse. As parents it is our job to approach our kids and ask them the question and listen.

COUNCILMEMBER ROE thanked the Mayor for rescinding the proclamation and encouraged other cities to do the same. Councilmember Roe said businesses do matter and encouraged them to call with concerns.

COUNCILMEMBER ELLIS said last week they mourned the death of Officer Farrar and it was very difficult for the community. Councilmember Ellis said she was touched in seeing the community come together for the service as well as people from other cities. Councilmember Ellis said it was remarkable to be in that room and hear about his life and everything he accomplished. He was one of the most medaled officers in Chandler. Councilmember Ellis extended her condolences to his family. Councilmember Ellis said every day when these men and women in uniform leave their house there is a potential they will not go back home. Councilmember Ellis encouraged people to really think about them putting their lives on the line and they lost a great person.

COUNCILMEMBER ORLANDO thanked Councilmember Ellis for her comments.

MAYOR HARTKE asked for a moment of silence for Officer Farrar.

City Manager's Announcements

None.

Adjourn

The meeting was adjourned at 6:40 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: May 27, 2021

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 13th day of May 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

Meeting Minutes
City Council Special Meeting

May 13, 2021 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:40 p.m.

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

Appointee Attendance
Josh Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Action Agenda and Discussion
1. Fiscal Year (FY) 2021-22 Proposed Budget Amendments
   Move to approve the FY 2021-22 budget amendments using one-time Council Contingency totaling $351,000 and ongoing Council Contingency totaling $49,000, and incorporate each in the FY 2021-22 Tentative Budget.

Action Agenda Motion and Vote
Councilmember Orlando moved to approve the Action Agenda Item No. 1 of the May 13, 2021, Special Meeting; Seconded by Councilmember Lopez.

Motion carried unanimously (7-0).

Adjourn
The meeting was adjourned at 6:42 pm.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: May 27, 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 13th day of May 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

Meeting Minutes
City Council Special Meeting

May 13, 2021 | 6:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:52 p.m.

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

Appointee Attendance
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Staff in Attendance
Rae Lynn Nielsen, Human Resources Director

Set an Executive Session
1. Personnel Matters--A.R.S. §§ 38-431.03(A)(1) - Discussion and review of applications of candidates for the Presiding City Magistrate vacancy.

Action Agenda Motion and Vote
Councilmember Lopez moved to hold an Executive Session Meeting immediately following the Special Meeting; Seconded by Vice Mayor Stewart.

Motion carried unanimously (7-0).

Adjourn
The meeting was adjourned at 6:52 pm.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: May 27, 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 13th day of May 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

Meeting Minutes
City Council Special Meeting

May 17, 2021 | 5:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 5:11 p.m.

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

Appointee Attendance
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Staff in Attendance
Rae Lynn Nielsen, Human Resources Director
Doug Thomas, SGR Consulting
Lynn Barboza, SGR Consulting

Set an Executive Session
1. Personnel Matters--A.R.S. §§ 38-431.03(A)(1) - Discussion and review of applications of candidates for the City Manager vacancy.

Action Agenda Motion and Vote
Councilmember Lopez moved to hold an Executive Session Meeting immediately following the Special Meeting; Seconded by Vice Mayor Stewart.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 5:11 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: May 27, 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 17th day of May 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

CHANDLER arizona
Community of Innovation

City Council Memorandum **Government Relations & Transportation Policy** **Memo No.** N/A

Date: May 27, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Ryan Peters, Government Relations & Policy Manager
From: Jason Crampton, Transportation Planning Supervisor
Subject: Agreement No. CM9-918-4069, Amendment No. 2, for Transportation Consulting Services

Proposed Motion:

Move City Council approve Agreement No. CM9-918-4069, Amendment No. 2, with Jeff Martin Consulting, LLC, for transportation consulting services, in an amount not to exceed $45,000, for the period of June 15, 2021, through June 14, 2022.

Background/Discussion:

The City first entered into an agreement with the Consultant in 2009 and has continued each year for the purpose of representing the City of Chandler in various regional transportation issues. These issues have included the Valley Metro Transit Life Cycle Program (TLCP), representing the City on various committees at Valley Metro and the Maricopa Association of Governments (MAG), and other transit and transportation issues.

During this term of the agreement, the Consultant will assist the City on the following:

- Coordination with MAG and Valley Metro on the update of the Regional Transportation Plan, which feeds into the Prop 400 extension
- Amendments to the MAG Regional Freeway Program
- Updates to the Valley Metro Transit Life Cycle Program
- Other transportation issues under consideration at Valley Metro, METRO (Rail), MAG, ADOT and MCDOT, including collaborating with other cities in the MAG region
- Other tasks as requested by City staff

Evaluation:

On May 23, 2019, City Council approved an agreement with Jeff Martin Consulting, LLC, for transportation consulting 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, conditions and pricing.

Staff recommends extension of this Agreement for the term of June 15, 2021, through June 14, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3340.5219.7JMC	General Fund	N/A	$45,000	N

Attachments

4069 Amendment 2

DocuSign Envelope ID: 7BA9958B-53F5-4877-A184-8A05B96EFCB3

CHANDLER arizona

City Clerk Document No. 18-2927

City Council Meeting Date: 5/27/21

AMENDMENT TO CITY OF CHANDLER AGREEMENT
TRANSPORTATION CONSULTING SERVICES
CITY OF CHANDLER AGREEMENT NO. CM9-918-4069

THIS AMENDMENT NO. 2 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Jeff Martin Consulting, LLC (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 transportation consulting services (Agreement); and

WHEREAS, the term of the Agreement was June 15, 2019 through June 14, 2020 with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the second 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. 2 by this reference. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $45,000.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period June 15, 2021 through June 14, 2022.

DocuSign Envelope ID: 7BA9958B-53F5-4877-A184-8A05B96EFCB3

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: _____

Its: President & CEO

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No.

Date: May 27, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
From: Kim Moyers, Cultural Development Director
Subject: 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:

Move City Council approve 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.

Ordinance No. 4971 was introduced and tentatively adopted on May 13, 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

Ordinance No. 4971
Purchase Agreement for 51 E. Boston

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:

_____

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No.

Date: May 27, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Dawn Lang, Management Services Director
From: Kim Moyers, Cultural Development Director
Subject: Resolution No. 5487, Authorizing the City Manager or Designee to Approve Applications for Special Events and Temporary or Permanent Extension of Premises for Alcohol Consumption, Resuming Application Fees with a Maximum Fee of $100 per Application, and Resetting Time Limits for Temporary Sales and Promotional Events Beginning June 1, 2021

Proposed Motion:

Move City Council pass and adopt Resolution No. 5487, authorizing the City Manager or designee to approve applications for special events and temporary or permanent extension of premises for alcohol consumption, resuming application fees with a maximum fee of $100 per application, and resetting time limits for temporary sales and promotional events beginning June 1, 2021.

Background:

On October 15, 2020, City Council approved Resolution No. 5414 authorizing the City Manager or designee to approve applications and waive fees for the temporary or permanent extension of premises for alcohol consumption and waive time limits for temporary sales and promotional events during the COVID-19 pandemic.

As the pandemic and economic activity continue to improve and federal, state and local Executive Orders are rescinding restrictions, several programs in Resolution No. 5414 need further action. A City Council Work Session regarding Post-Pandemic Programs took place May 13, 2021. The attached Resolution No. 5487 details the decisions from the Work Session to effect the following:

Section 1. Authorizes the City Manager or designee to approve applications for special events and temporary or permanent extension of premises for consumption of alcohol.

Section 2. Authorizes the City Manager or designee to resume charging application fees for special events and temporary or permanent extension of premises for alcohol consumption beginning June 1, 2021. Fees for special events and temporary extension of premises for alcohol consumption shall not exceed $100 total per application.

Section 3. Authorizes the City Manager or designee to reset the 48-day time limit for Temporary Sales and Promotional Events to begin on June 1, 2021, under City Code Section 32-1.

Financial Implications:

The City Fee Schedule will resume as of June 1, 2021, with a $100 nonrefundable application fee for a permanent extension of premise, and a $25 non-refundable, per day, application fee not to exceed $100 for special events and temporary extension of premise for alcohol consumption.

Attachments

Resolution No. 5487 - Post Pandemic Policies

RESOLUTION NO. 5487

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE APPLICATIONS FOR SPECIAL EVENTS AND TEMPORARY OR PERMANENT EXTENSION OF PREMISES FOR ALCOHOL CONSUMPTION, RESUMING APPLICATION FEES WITH A MAXIMUM FEE OF $100 PER APPLICATION, AND RESETTING TIME LIMITS FOR TEMPORARY SALES AND PROMOTIONAL EVENTS BEGINNING JUNE 1, 2021.

WHEREAS, the Mayor of Chandler issued a proclamation on March 19, 2020, declaring a state of emergency in the City of Chandler, and urging residents and business owners to take steps that would limit the spread of the virus; and

WHEREAS, the COVID-19 coronavirus pandemic led to a decrease in economic activity within the City of Chandler and across the country, which affected food and drink sales within the City; and

WHEREAS, the City Council of the City of Chandler, Arizona approved Resolution No. 5414 authorizing the City Manager or designee to approve applications and waive fees for temporary or permanent extension of premises for alcohol consumption and waive time limits for temporary sales and promotional events during the COVID-19 pandemic; and

WHEREAS, the City Council of the City of Chandler, Arizona is mindful of the economic impacts related to special events and temporary and permanent extension of premises, and wishes to streamline the application process by authorizing the City Manager or designee to approve applications for special events and temporary and permanent extension of premises applications; and

WHEREAS, the City Council of the City of Chandler also wishes to resume charging application fees for temporary or permanent extension of premises for alcohol consumption beginning June 1, 2021, but with a maximum fee of $100 per application; and

WHEREAS, a temporary extension of premises on private, non-residential property for accommodating additional restaurant seating is reviewed through the Temporary Sales and Promotional Event (TSPE) application process, and Council wishes to authorize staff to reset the time limit of 48 calendar days to begin on June 1, 2021 under City Code Section 32-1; and

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

Section 1. Authorizes the City Manager or designee to approve applications for special events and temporary and permanent extension of premises for consumption of alcohol; and

Section 2. Authorizes the City Manager or designee to resume charging application fees for special events and temporary and permanent extension of premises for alcohol consumption beginning June 1, 2021. Fees for special events and temporary extension of premises for alcohol consumption shall not exceed $100 total per application; and

Section 3. Authorizes the City Manager or designee to reset the 48-day time limit for a TSPE to begin on June 1, 2021 under City Code Section 32-1; and

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. 5487 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

ITEM 8

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-023a

Date:	May 27, 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 Final Adoption 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 adopt Ordinance No. 4966 approving ANX20-0005 McKinley Glenn, approving the annexation of approximately 10 acres and Initial City Zoning - east of the southeast corner 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 with 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 subsequent item on the Council agenda.
- Ordinance introduced and tentatively adopted on May 13, 2021

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
(insert area plan name if any)	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;

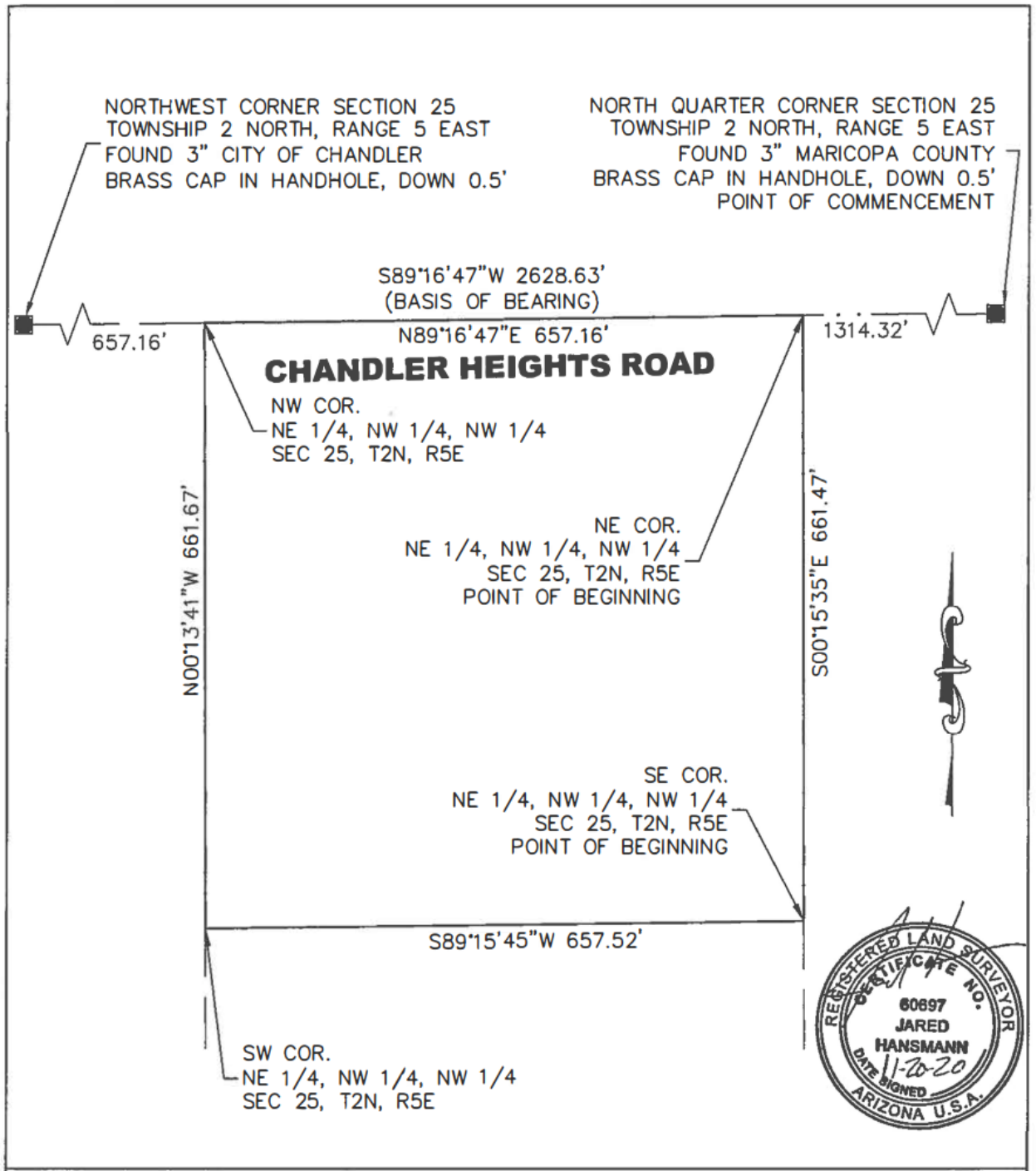
THENCE NORTH 89 DEGREES 16 MINUTES 47 SECONDS EAST, ON THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 657.16 FEET TO THE POINT OF BEGINNING;

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

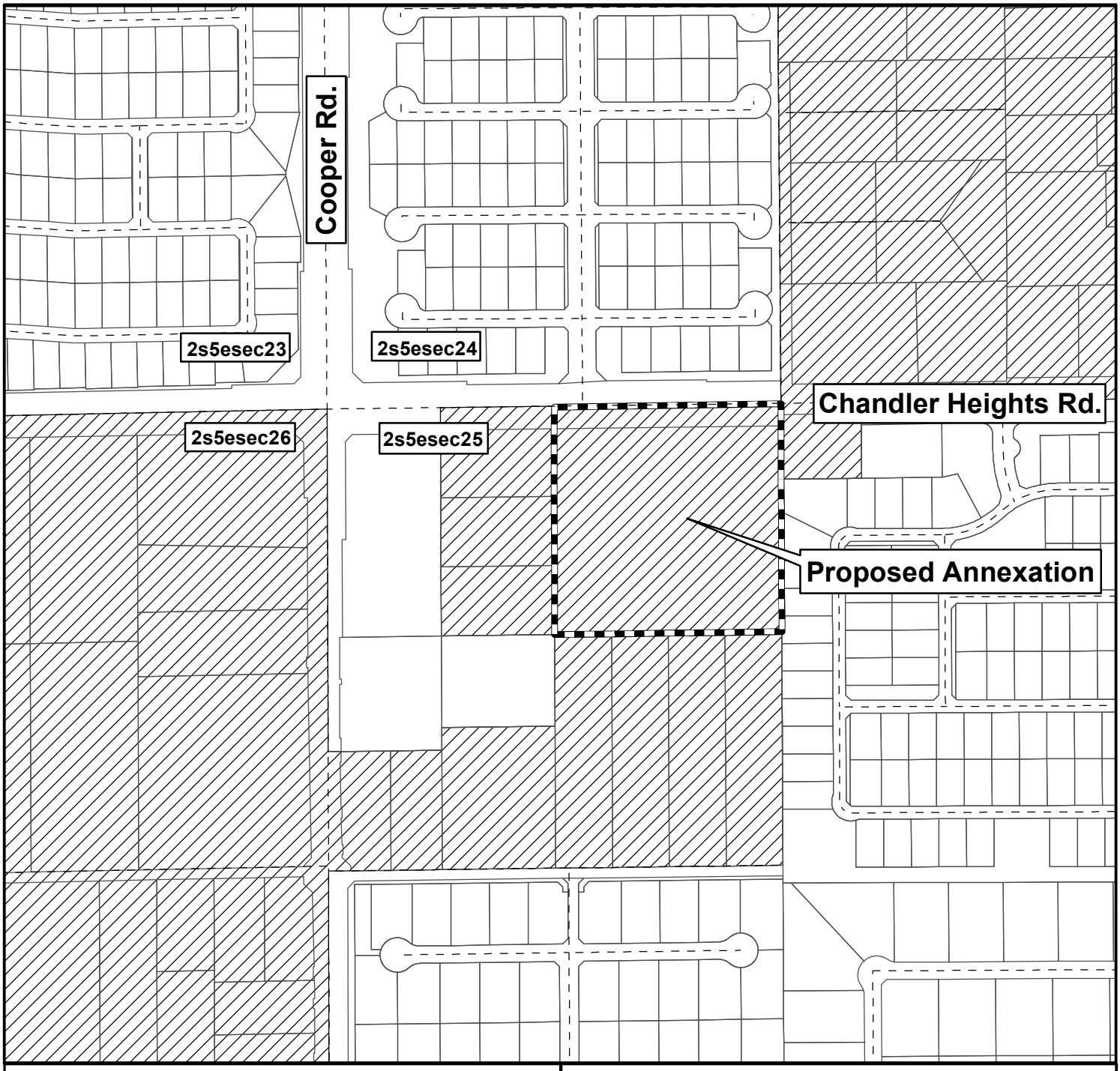
JOB #5720	DWG: ANNEX LEGAL		DATE 11-20-20
SCALE: NTS	DRAWN: JPH	CHK: JAS	SHEET 1 OF 2

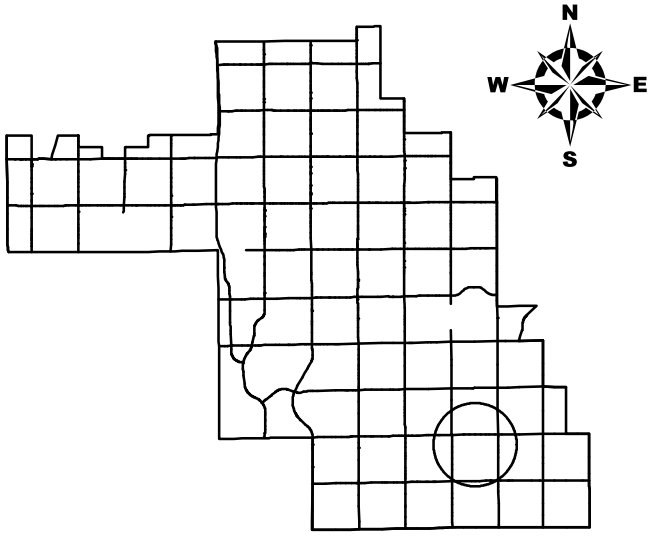


SIG
SURVEY INNOVATION GROUP, INC
Ph (480) 922 0780 *Land Surveying Services* Fx (480) 922 0781
22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024

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

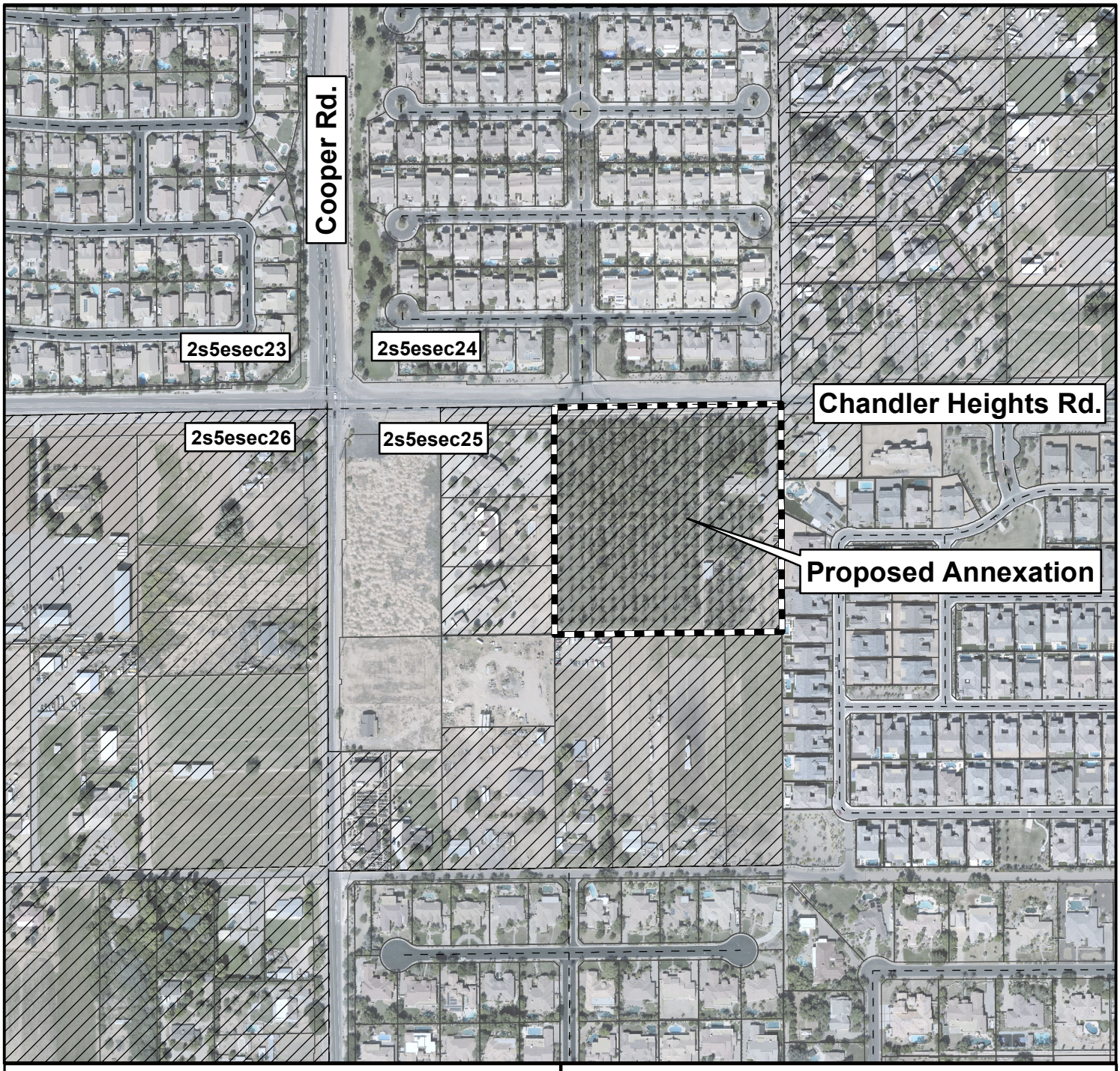
East of the Southeast Corner of Chandler Heights and Cooper roads

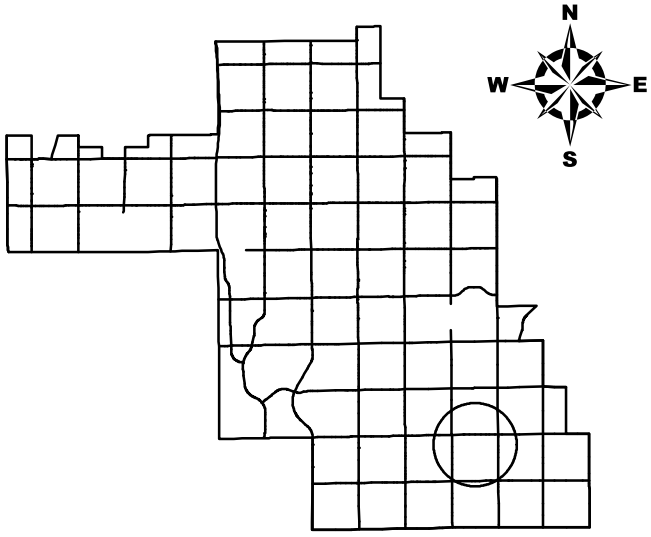
Incorporated Area

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.** 21-021b

Date: May 27, 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 McKinley Glenn
Final Adoption of Ordinance No. 4968
Request: Rezoning from Agricultural (AG-1) district to Planned Area Development (PAD) for single family residential
Location: East of the southeast corner of Chandler Heights and Cooper roads
Applicant: Alex Stedman; RVi Planning + Landscape Architecture

---

Proposed Motion:

Move City Council 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.

Background Data:

- Approximately 9 net acres
- Subject site is unincorporated and undeveloped
- 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 consist 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 Chandler subdivision to the east and a good 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 the two lots adjacent to neighboring residential lots on the southeast and southwest corners of the proposed development to further ensure compatibility between the proposal and surrounding land uses.

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

This ordinance was introduced and tentatively adopted by City Council on May 13, 2021.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Land Use and Zoning Code.
- To comply with CDC social distancing guidelines, the applicant hosted a digital neighborhood meeting via Zoom on 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 eastern subdivision Hawthorn Manor, whose home is three lots south of the proposal. The resident expressed concerns about setting a precedence 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 back yards 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 an increased 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 April 21, 2021
Motion to Approve

In Favor:6 Opposed: 0

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve of 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.

Attachments

Ordinance No. 4968

Vicinity Maps
Development Booklet
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.

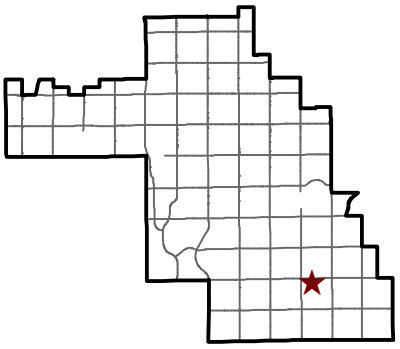
S|I|G
SURVEY INNOVATION GROUP, INC
Ph (480) 922 0780 Land Surveying Services Fx (480) 922 0781
22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024

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)



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For more information visit:
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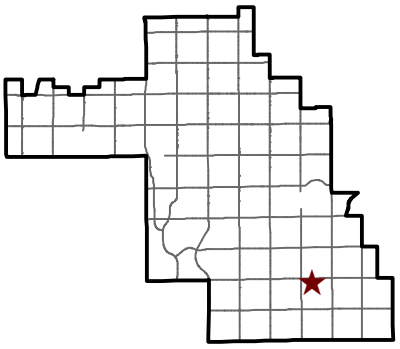

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McKinley Glenn

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

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Exhibit D: Proposed Zoning After Annexation Map
Exhibit E: Conceptual Site Plan
Exhibit F: Preliminary Development Plan
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Exhibit H: Amenity Elevation
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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.

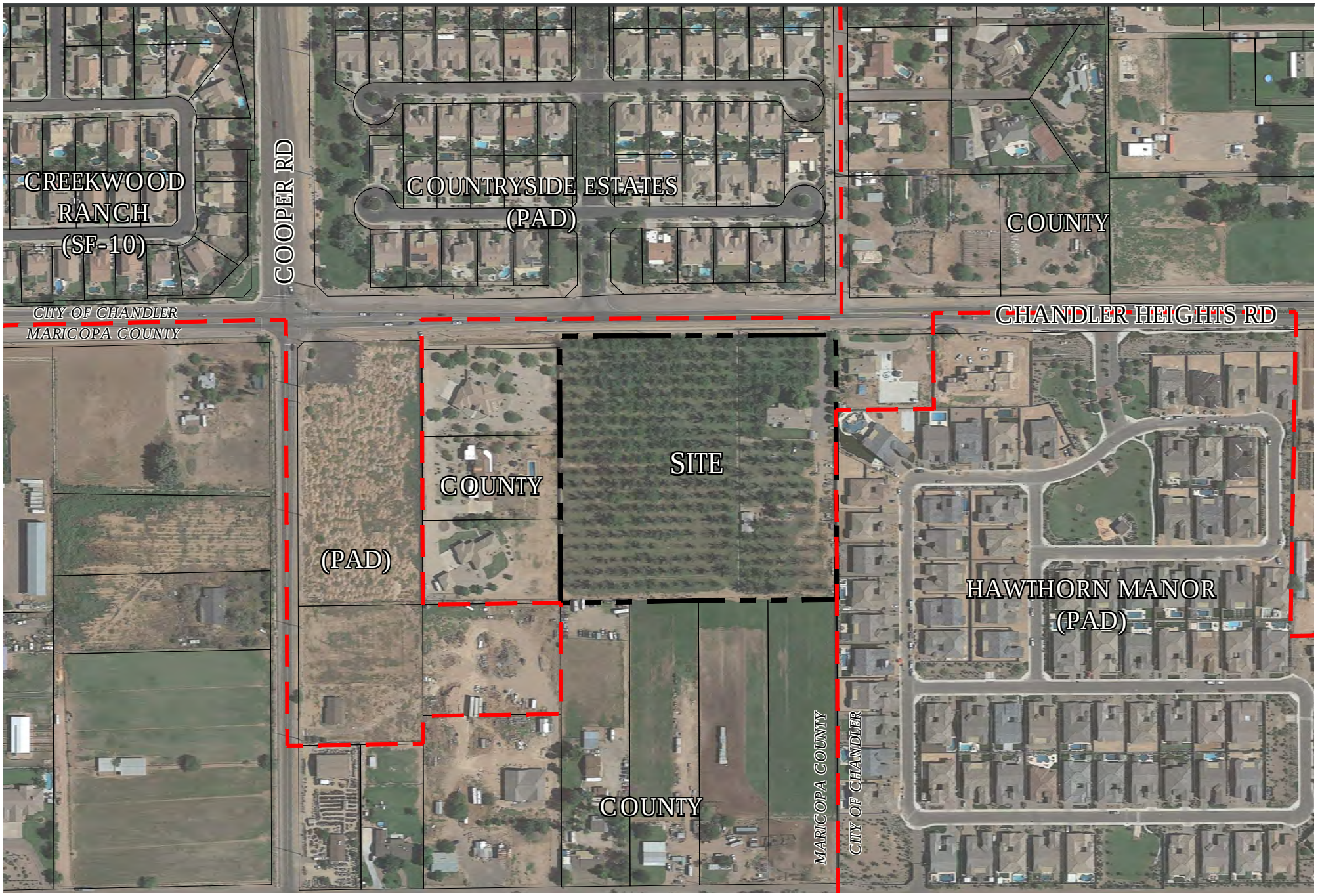

EXHIBIT A • CONTEXT AERIAL

0 150' 300'

SCALE: 1" = 300'-0"

McKINLEY GLENN

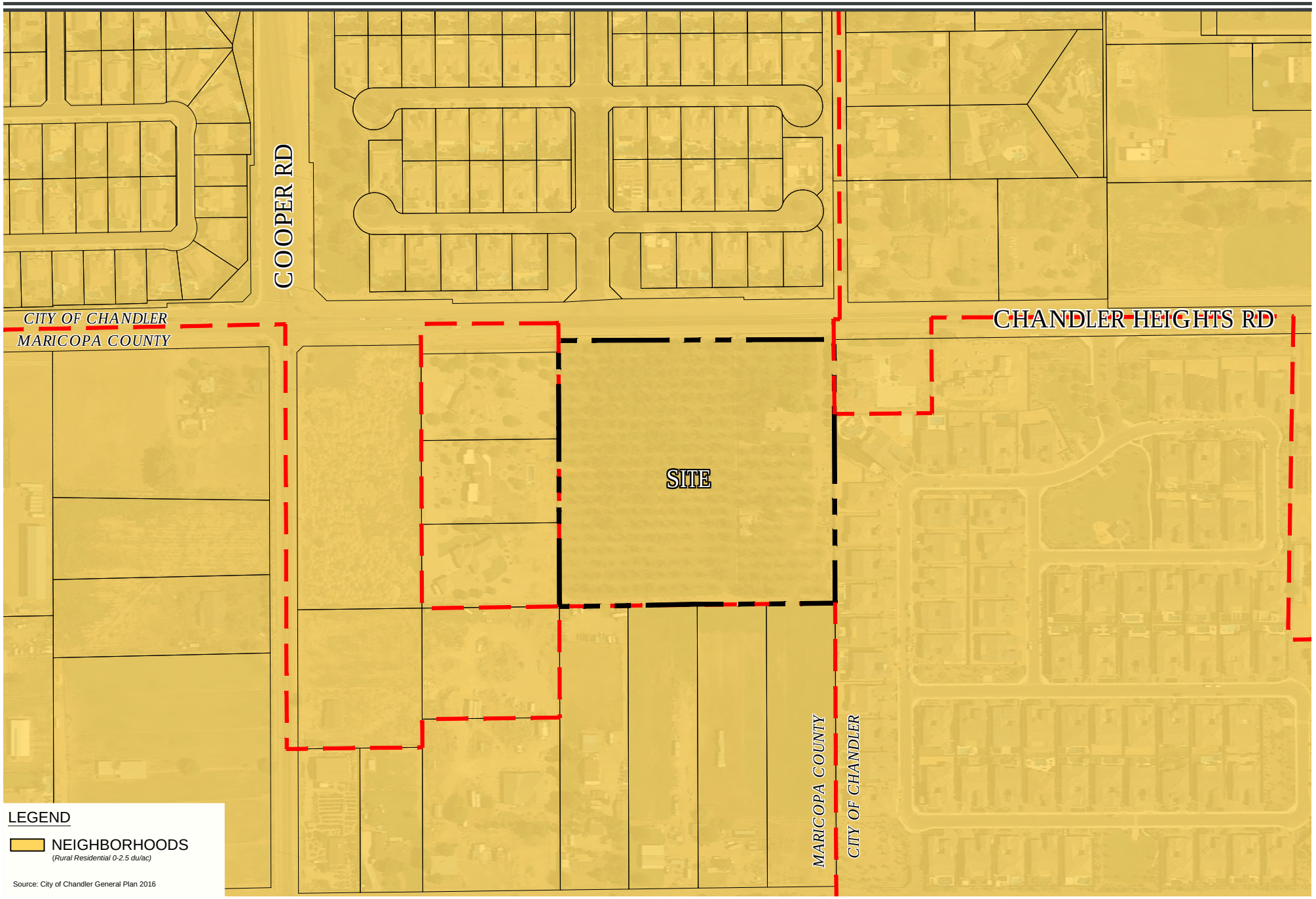

EXHIBIT B • GENERAL PLAN DESIGNATION

McKINLEY GLENN

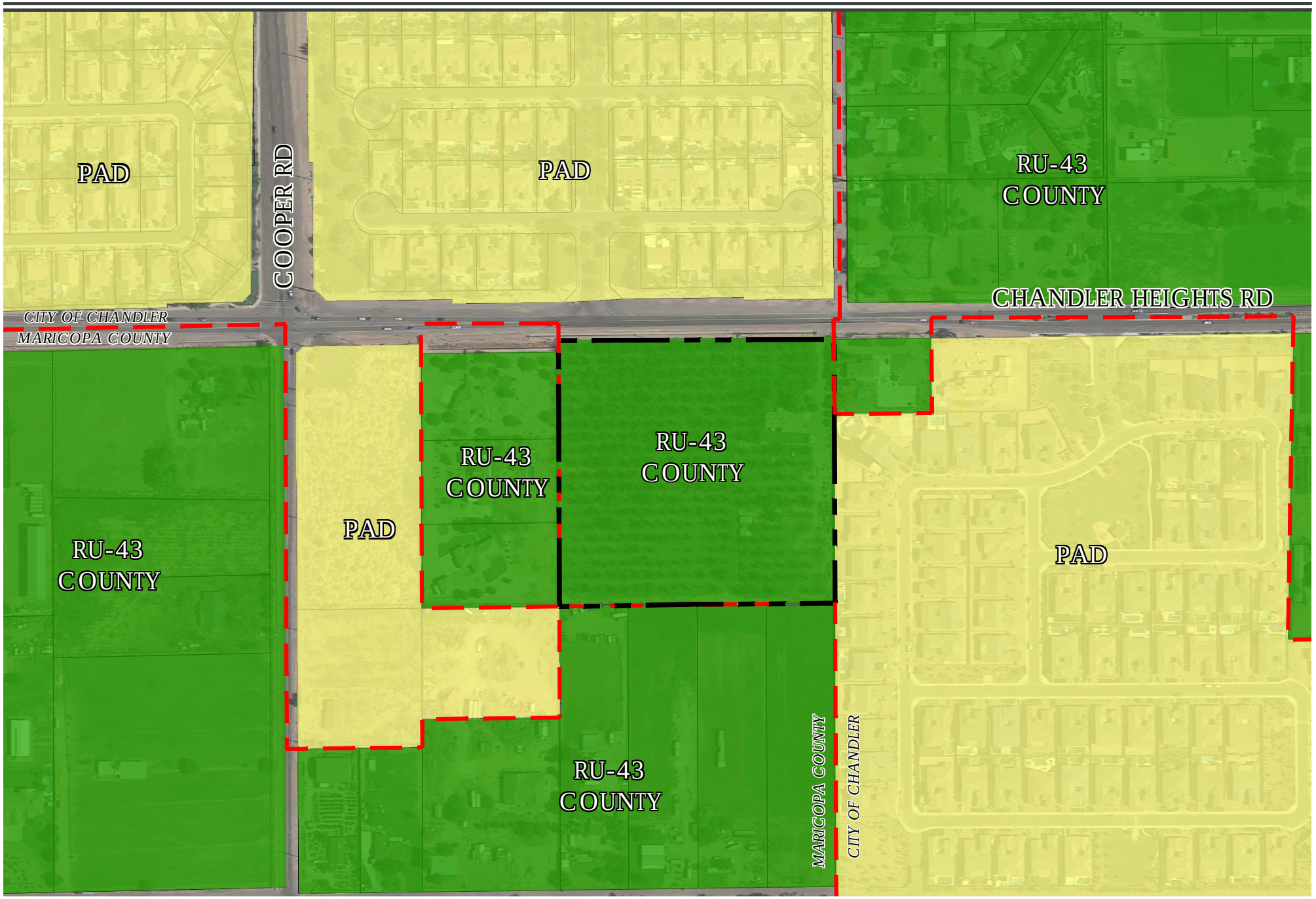

EXHIBIT C • EXISTING ZONING PRE-ANNEXATION

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SCALE: 1" = 300'-0"

McKINLEY GLENN

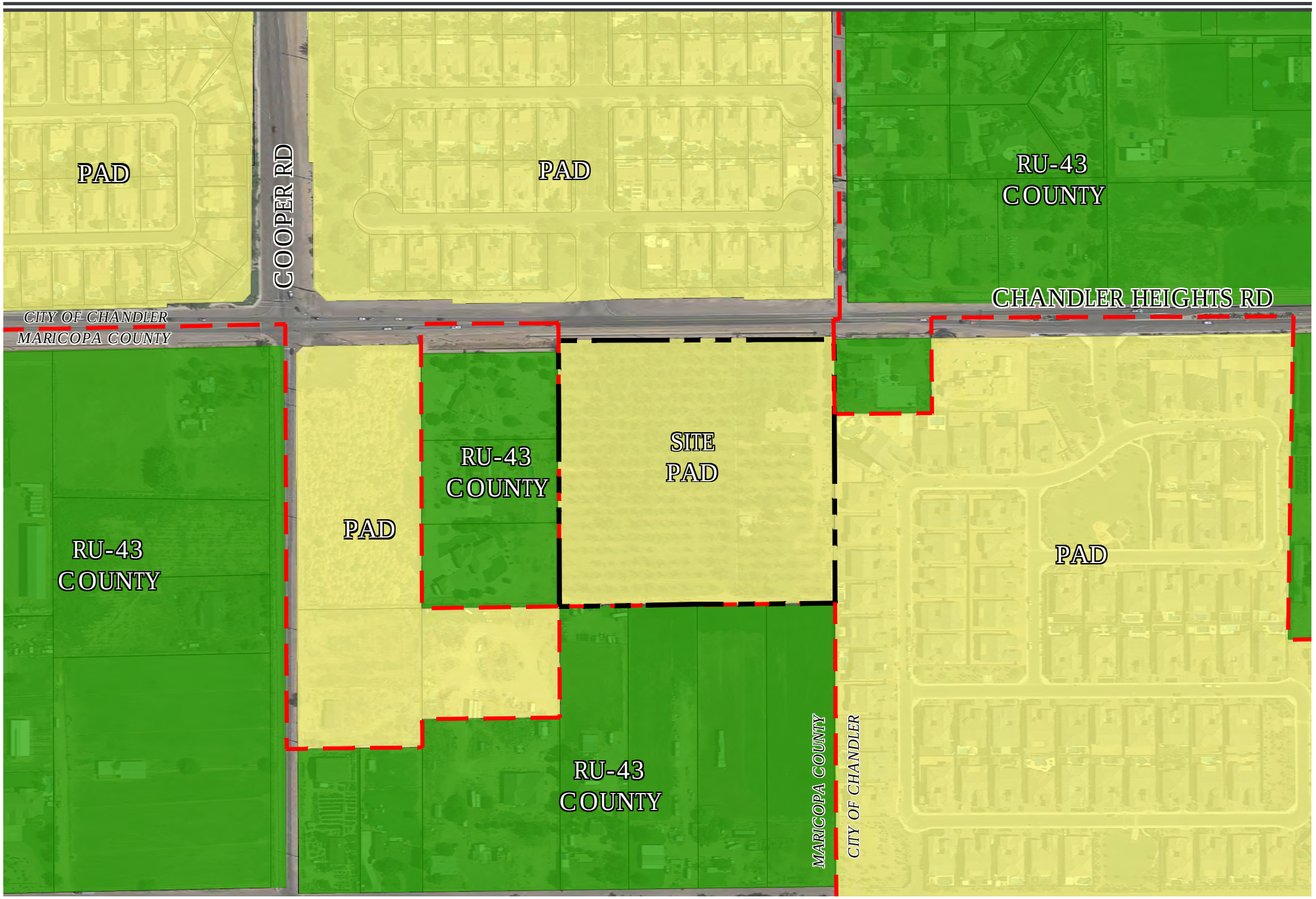


EXHIBIT D • PROPOSED ZONING AFTER ANNEXATION

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

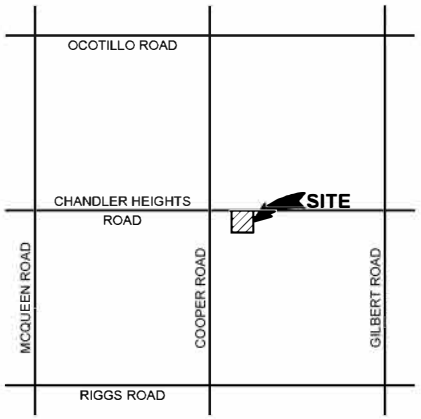


Table 1: Proposed PAD Development Standards

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

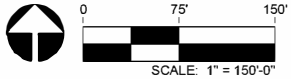


EXHIBIT E • CONCEPTUAL SITE PLAN

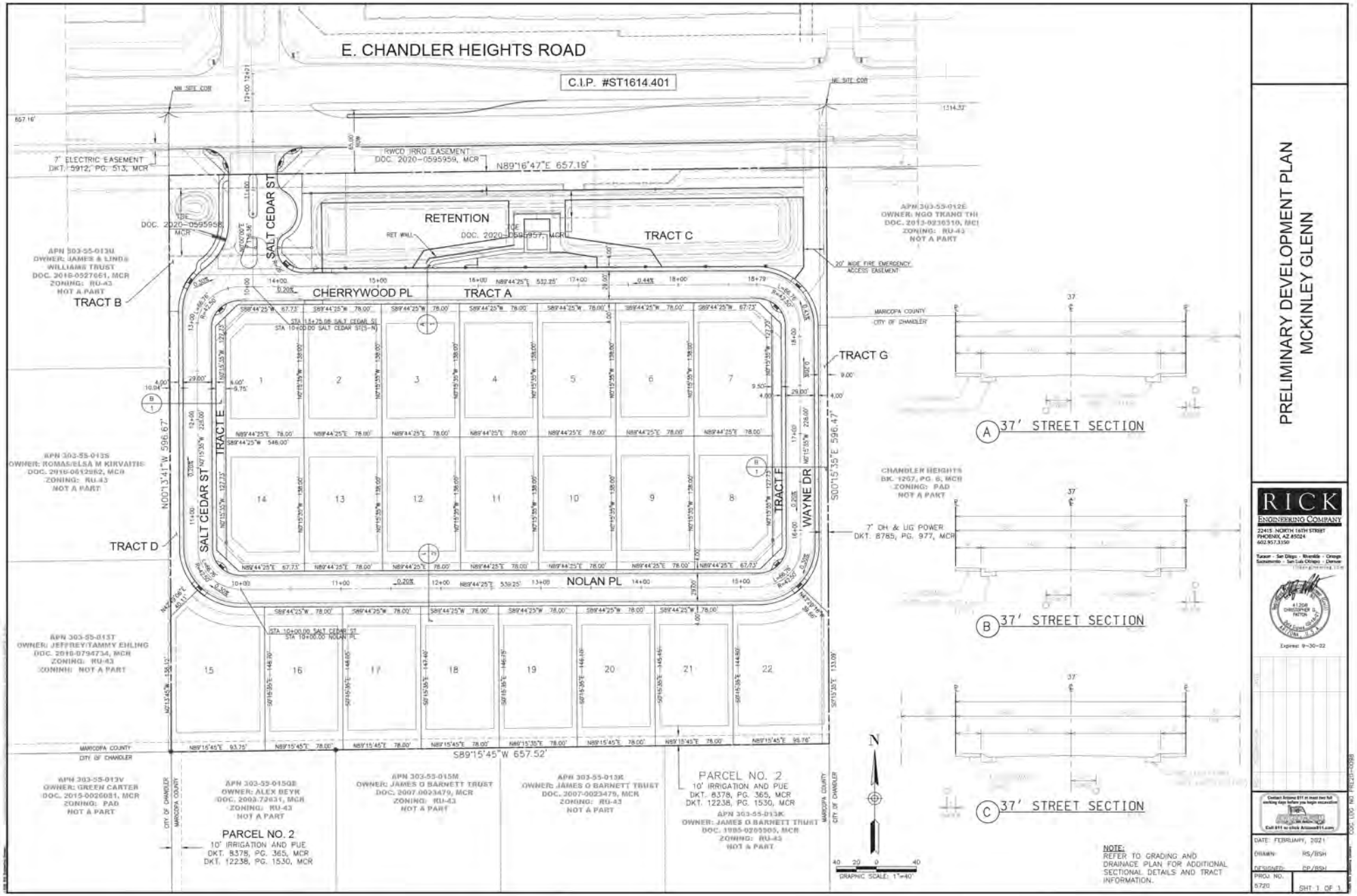


EXHIBIT F • PRELIMINARY DEVELOPMENT PLAN

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

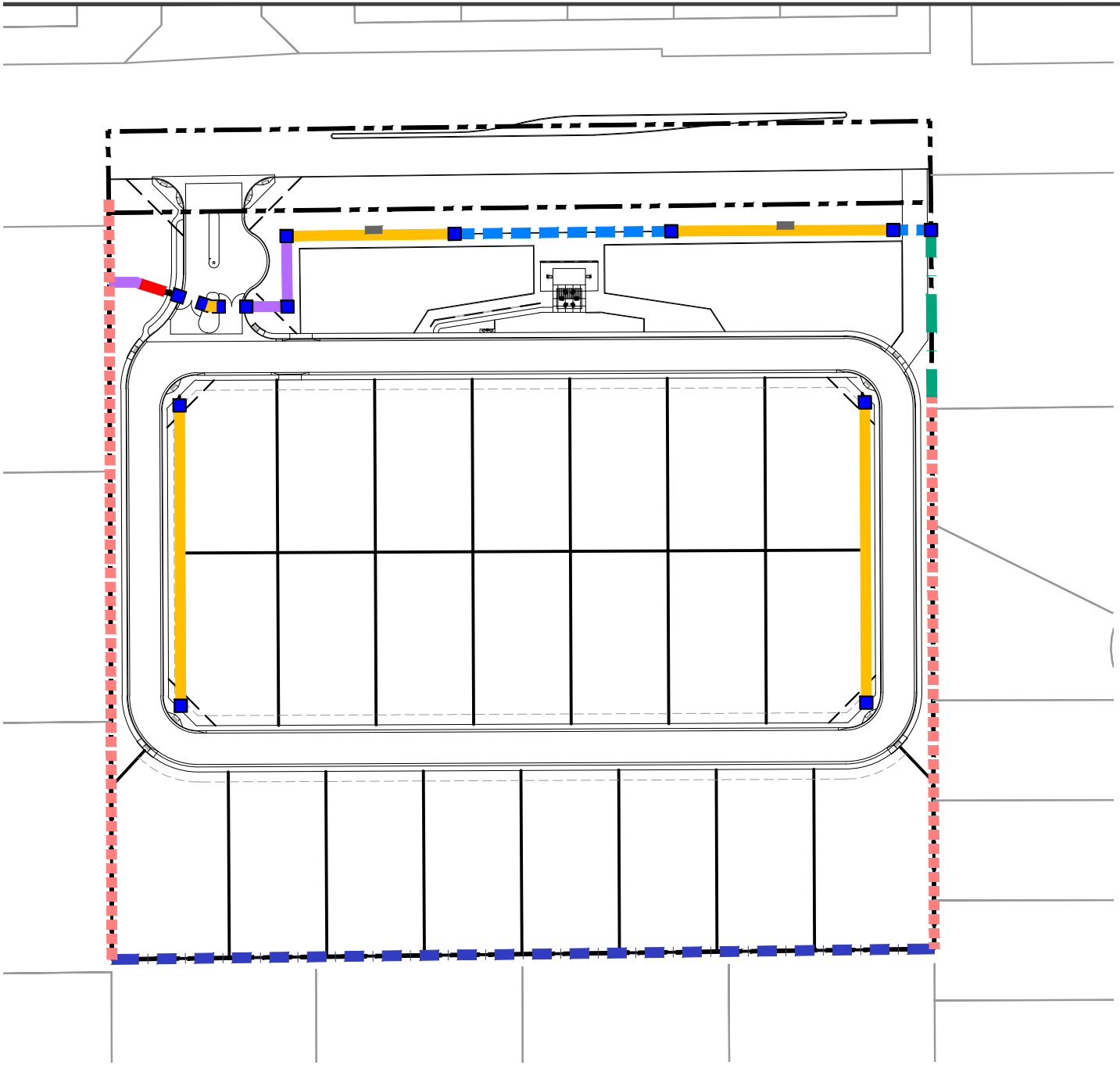
1. 9.5' LANDSCAPE TRACT
2. DETACHED SIDEWALK
3. MONUMENT SIGN
4. PASSIVE OPEN SPACE / RETENTION
5. ENTRY PORTAL
6. PERIMETER THEME WALL
7. GATED ENTRY
8. SIDEWALK
9. AMENITY (RAMADA, SEATING, CORNHOLE)
10. MAIL CLUSTER BOX

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

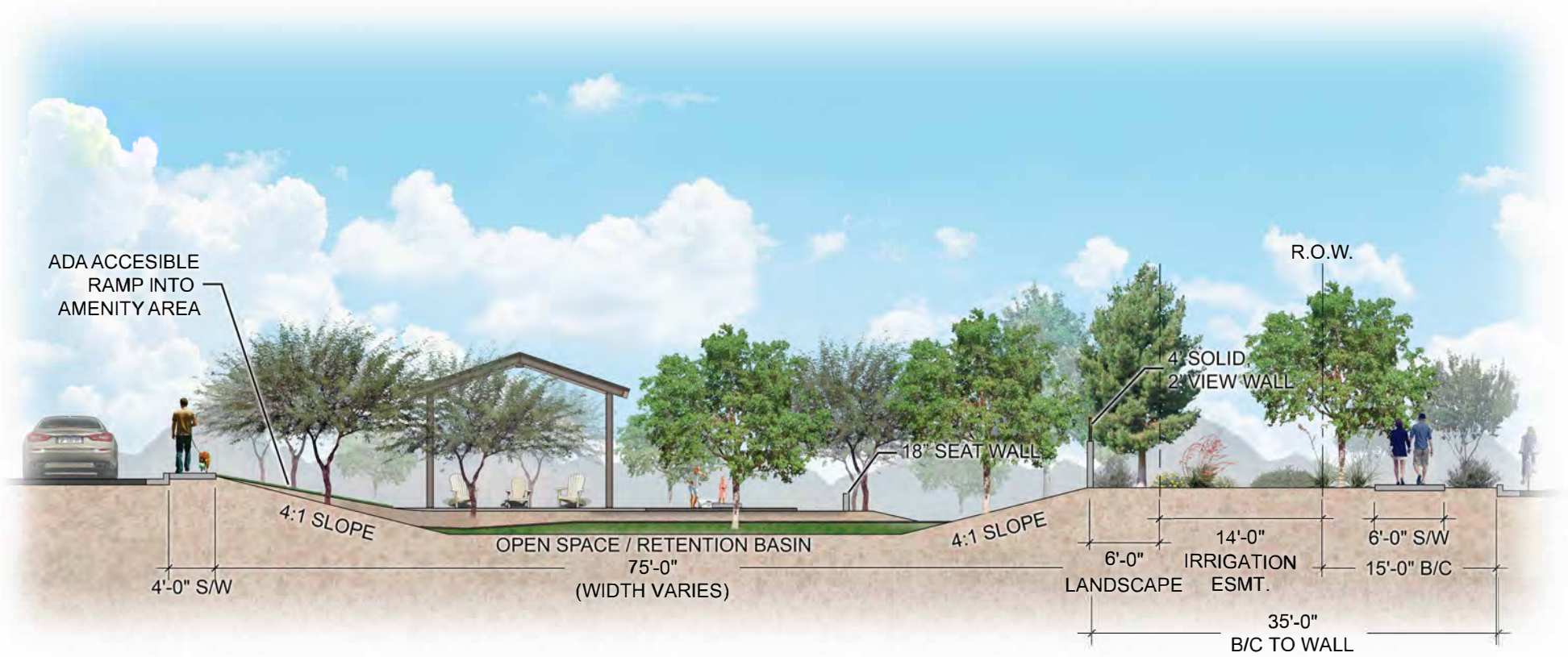
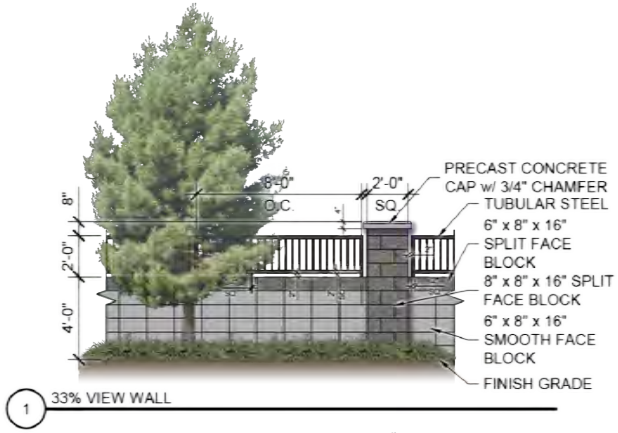
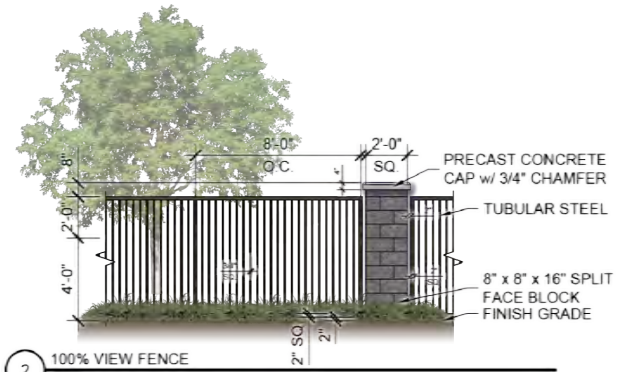


EXHIBIT I • AMENITY ELEVATION

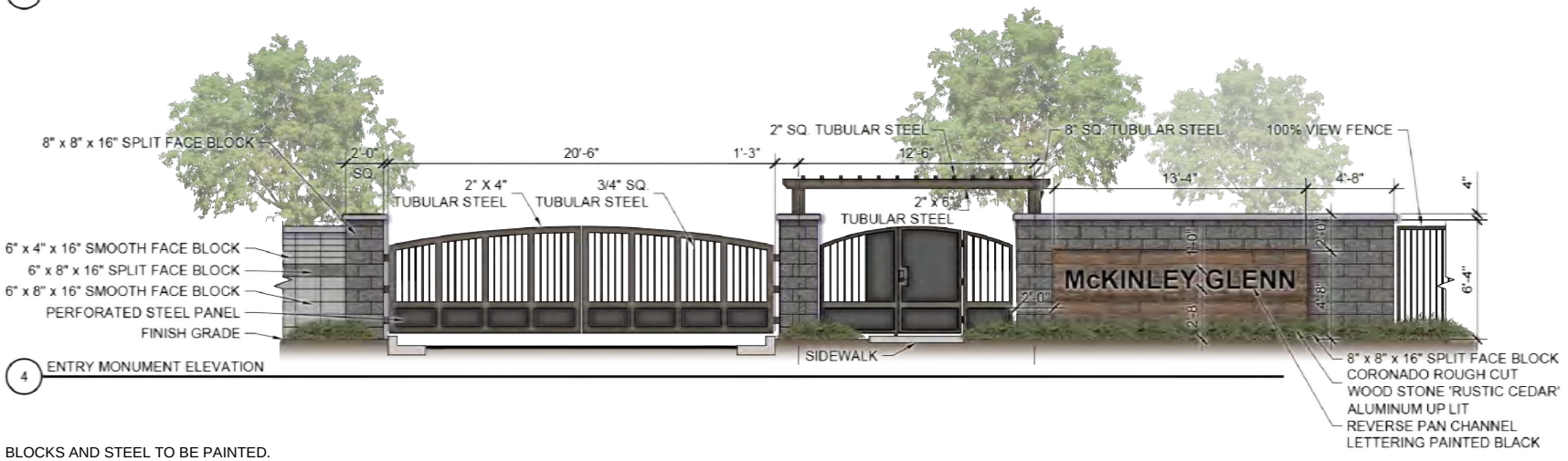


1 33% VIEW WALL



2 100% VIEW FENCE

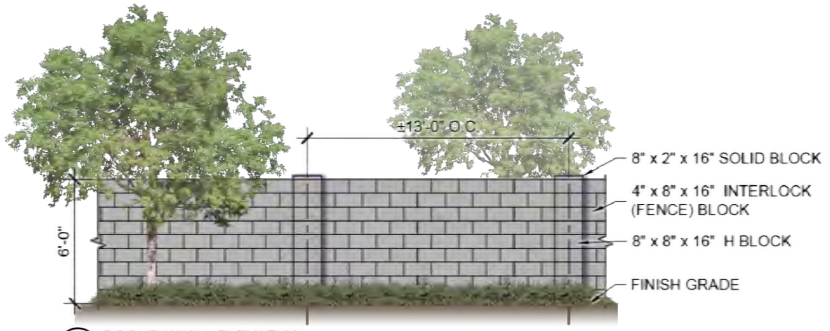
3 THEME WALL ENHANCEMENT ELEVATION



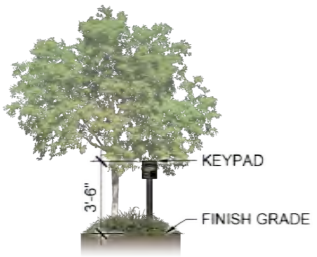
4 ENTRY MONUMENT ELEVATION

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

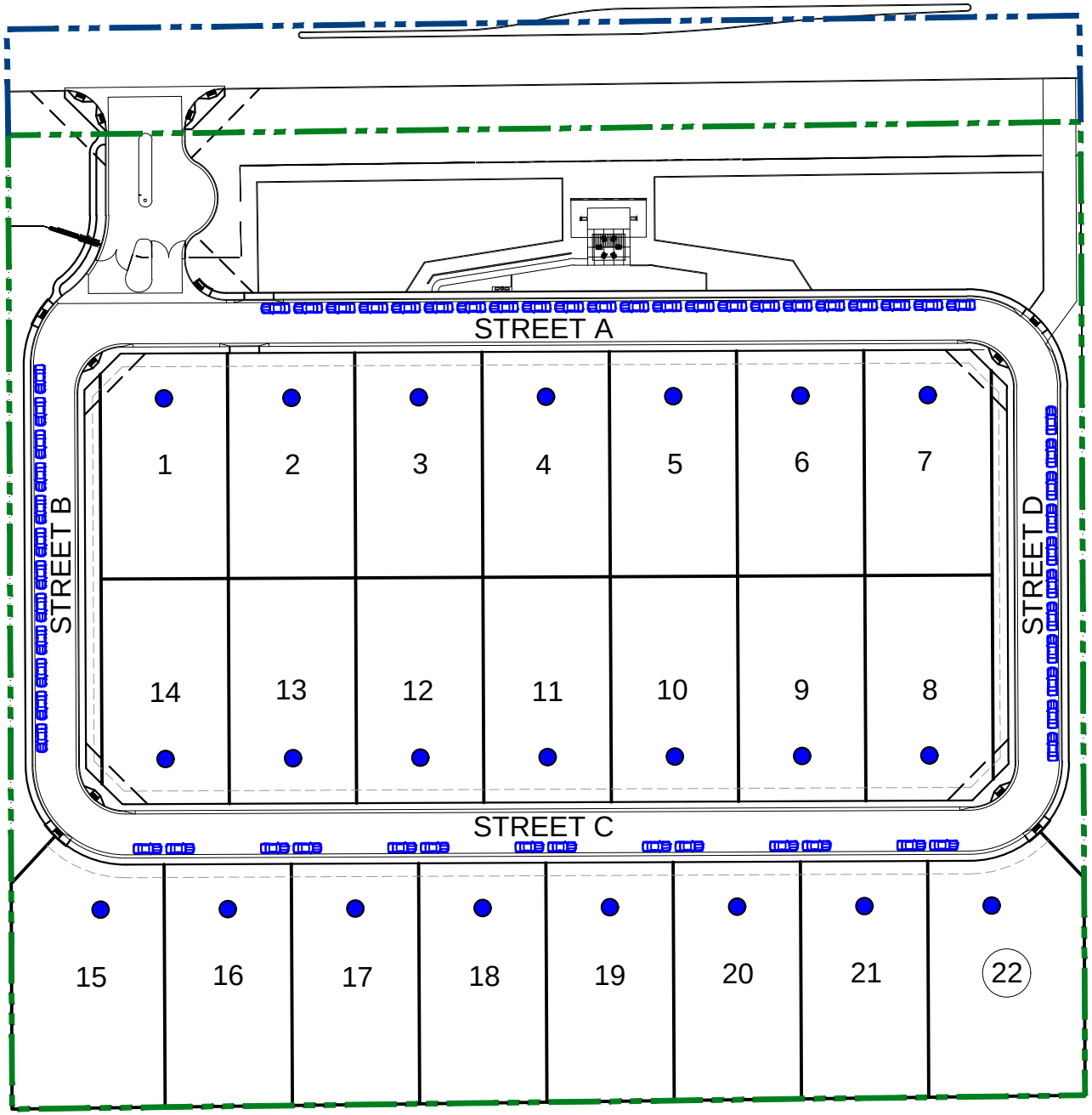
EXHIBIT J • WALL DETAILS

McKINLEY GLENN

NOTE: RENDERINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY

EXHIBIT J • WALL DETAILS

McKINLEY GLENN



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

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.

ITEM 10

City Council Memorandum **Development Services** **Memo No.** CC 21-024 FA

Date: May 27, 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: PLH20-0065 Dobson/Pecos Development
Final Adoption of Ordinance No. 4969
Request: Rezone from AG-1 to PAD for Mixed-Use, Office, Medical Uses, Commercial, Retail, and Age-Restricted Multi-Family
Location: Northwest corner of Dobson and Pecos roads
Applicant: Brennan Ray, Burch & Cracchiolo Attorneys

Proposed Motion:

Move City Council adopt Ordinance No. 4969 approving PLH20-0065, Rezoning from AG-1 to PAD for Mixed-Use, Office, Medical Uses, Commercial, Retail, and 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.

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.

This ordinance was introduced and tentatively adopted by City Council on May 13, 2021.

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	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 senior housing, active adult, senior living, independent living, assisted living, or memory care
"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	Active Adult Multi-Family
# of Units	185 Age-Restricted 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 2. 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 1. 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 Land Use and 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. Only general questions were received. No comments of oppositions 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 April 21, 2021
Motion to Approve

In Favor: 6 Opposed: 0

Recommended Conditions of Approval

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 Age-Restricted 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:
   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.

Attachments

Ordinance
Vicinity Maps
Narrative
Development Booklet

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, 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;

"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:

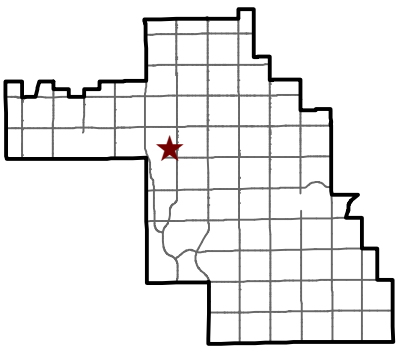
NET = 330,357 SQUARE FEET OR 7.584 ACRES
GROSS = 413,943 SQUARE FEET OR 9.503 ACRES

LOT 2:

NET = 353,486 SQUARE FEET OR 8.115 ACRES
GROSS = 411,981 SQUARE FEET OR 9.458 ACRES

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
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PLH20-0064/PLH20-0065 Dobson/Pecos Development

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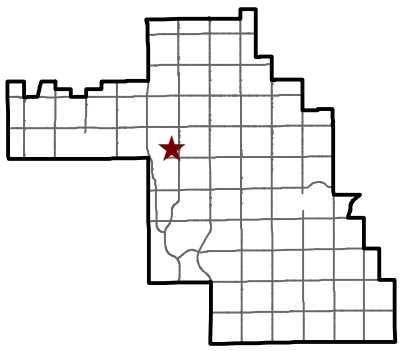

Chandler Arizona
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Area Plan Amendment,
Planned Area Development,
Preliminary Development Plan,
and

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
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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
10	Amenity Areas
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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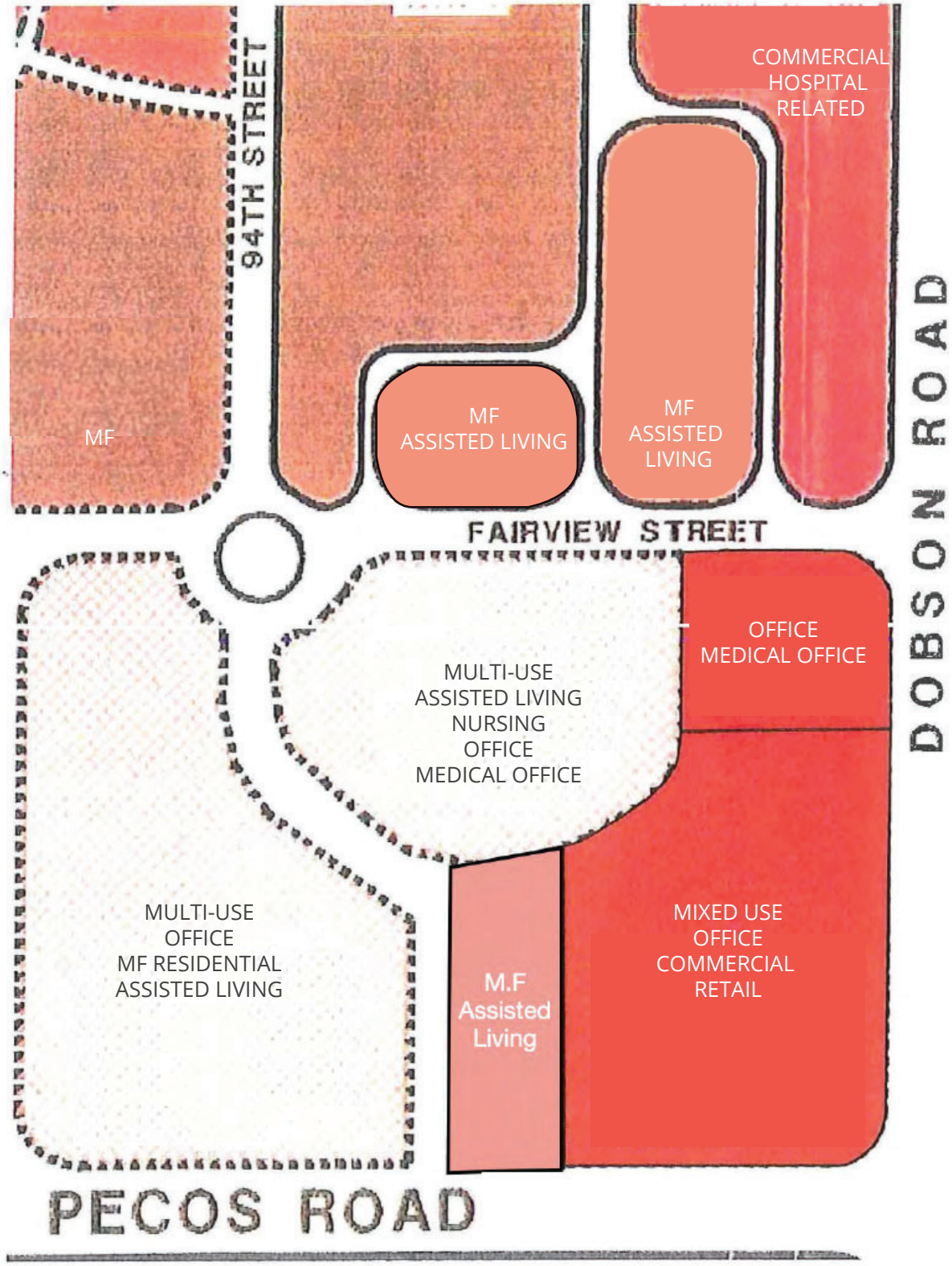
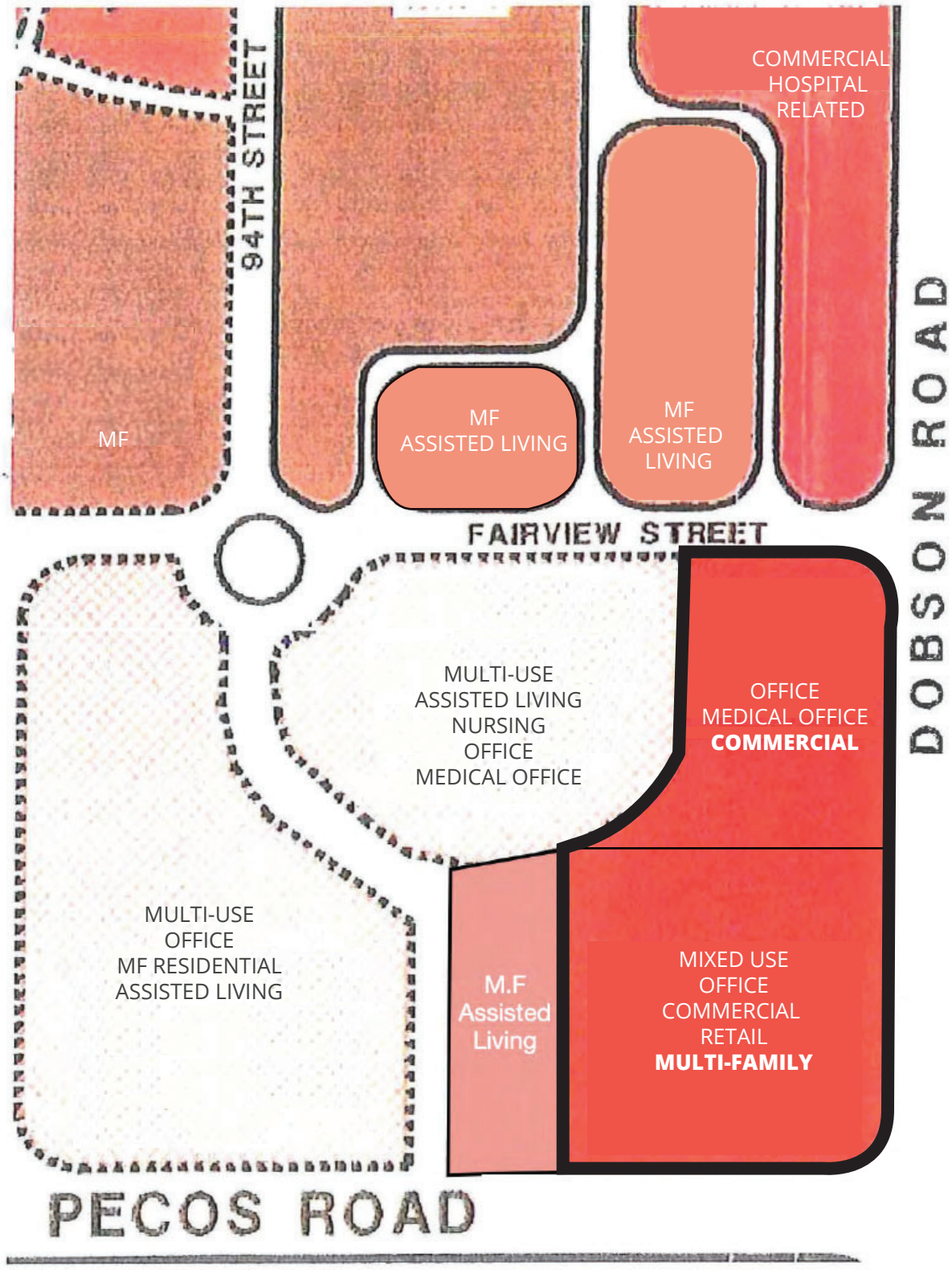
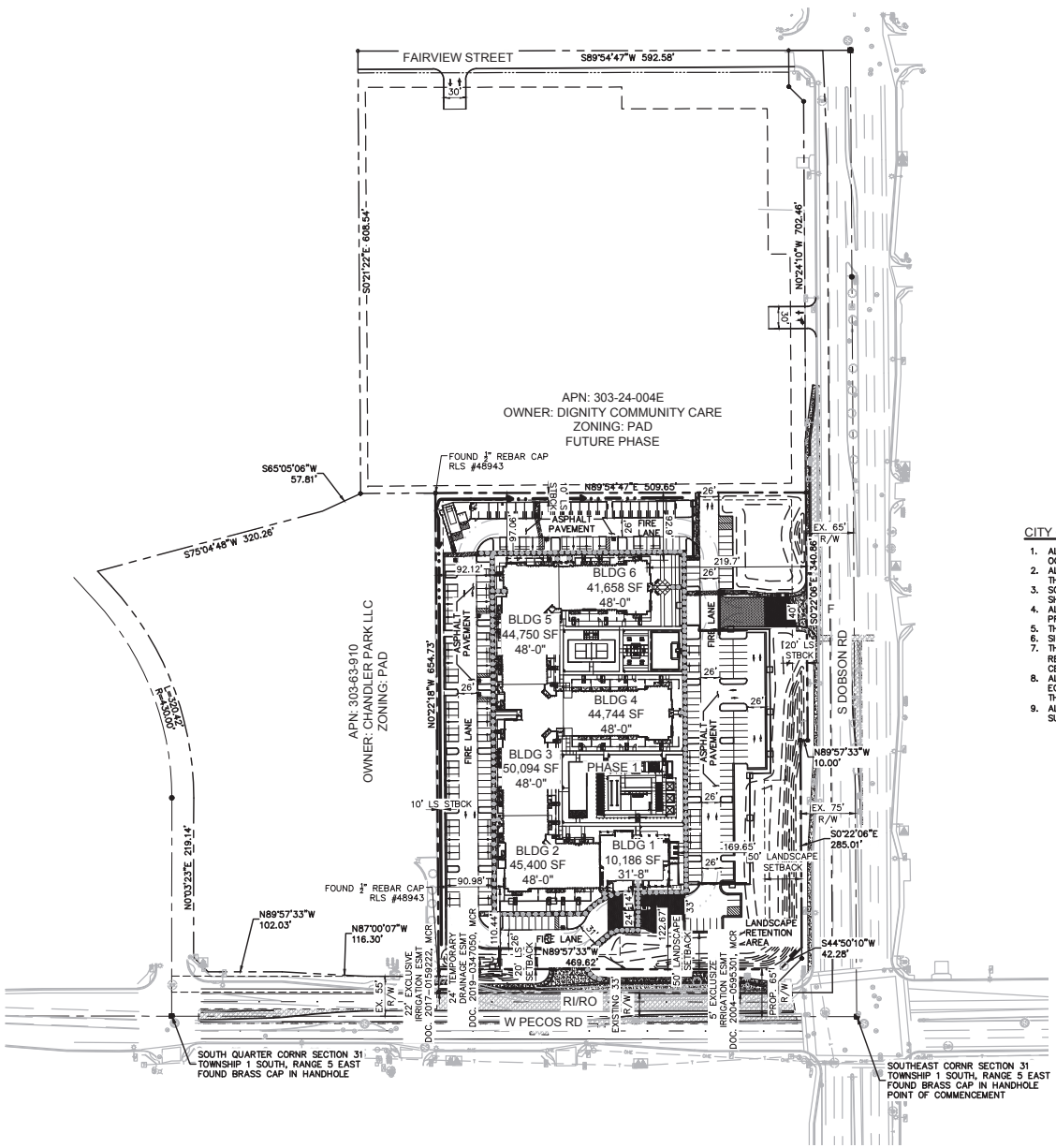
EXISTING SAN TAN AREA PLAN



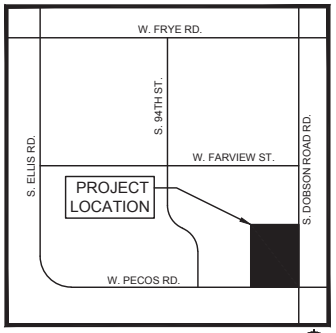
PROPOSED SAN TAN AREA PLAN AMENDMENT





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 (35', 56')



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

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
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
ARIZONA, USA
Expires 12/31/22

SP-Overall.dwg

SP-OVERALL
1 OF 1 SHEETS

REV. | DESCRIPTION | BY | DATE | APPR

THE ARCHITECTURAL WORKS AS DEPICTED HEREON, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND ODEY FOR WHICH IT WAS PREPARED, AND UNPUBLISHED USE OF THE ARCHITECT'S REUSE OF ANY DRAWINGS, TOGETHER WITH THE CONCEPTS AND DESIGN

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' Brakelights 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			
	Calleaum 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
Planning | Landscape Architecture | Branding

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		
	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	3,200 SQFT

NORTH 0 40 80 160 SCALE

SPARROW PARTNERS

NORRIS DESIGN
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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

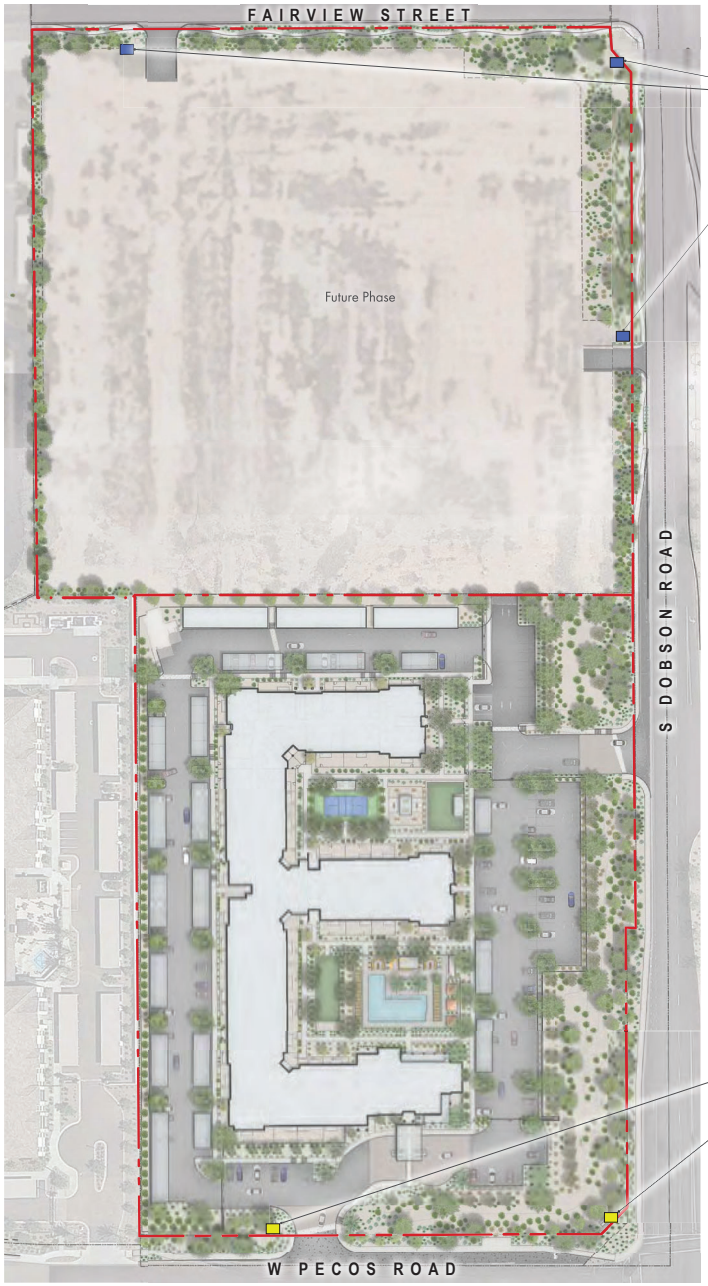
SYMBOL	BOTANICAL COMMON NAME	SIZE HT X W / CALIPER
TREES		
	Acacia anaura Mulga	24" BOX 7' X 3' / 1.25" CAL
	Acacia salicina Willow Acacia	36" BOX 9' x 5' / 2" CAL
	Acacia willardiana Palo Blanco	15 GAL 5' x 2.5' / 1" CAL
	Cercidium x 'Desert Museum' Thornless Palo Verde	24" BOX MULTI-TRUNK
	Olea europaea '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
Planning | Landscape Architecture | Branding

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)

NORTH 0 60 120 240 SCALE

SPARROW PARTNERS

NORRIS DESIGN
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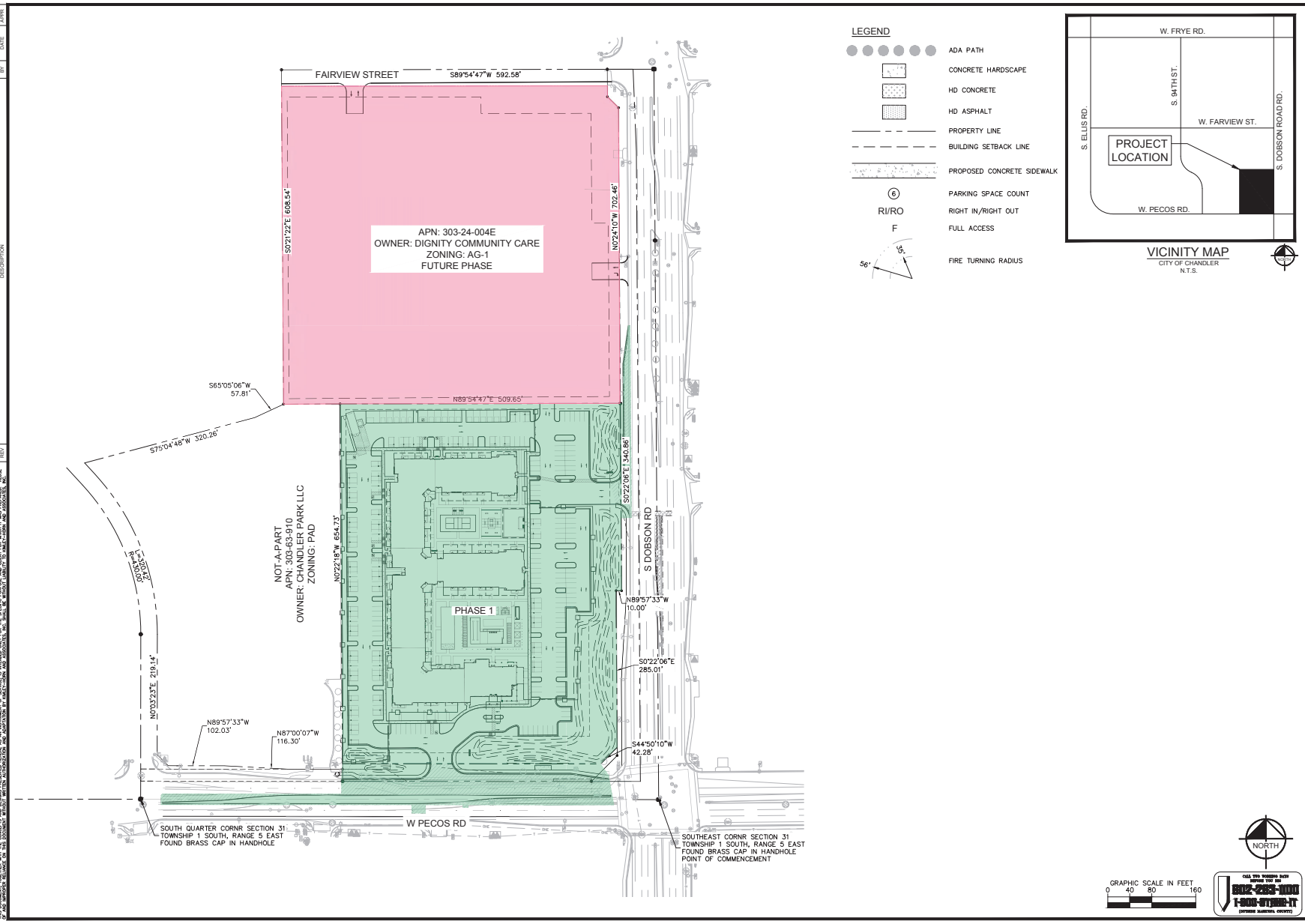

Kimley»Horn
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1001 West Southern Avenue, Suite 131
Mesa, Arizona 85202 (480)207-2666

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 (Civil)
CERTIFICATE NO. 47183
STERLING MARGETTS
Date Signed 10/23/20
ARIZONA, U.S.A.
Expires 12/31/21

Sparrow Chandler Phasing Plan.dwg

SP-OVERALL
1 OF 1 SHEETS

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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

REV	DESCRIPTION	BY	DATE	APPR

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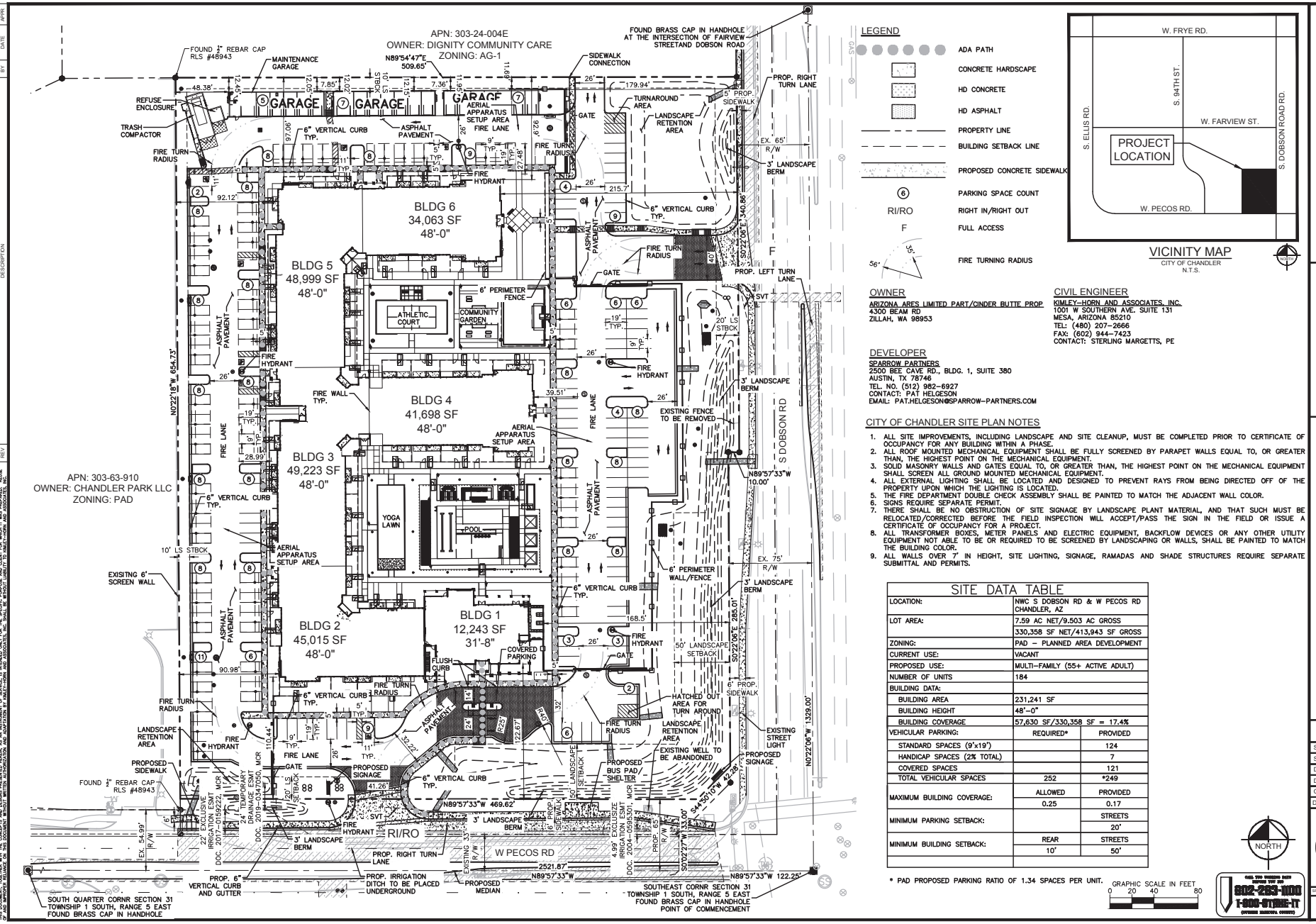

OWNER

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	
ZONING:	PAD – PLANNED AREA DEVELOPMENT	
CURRENT USE:	VACANT	
PROPOSED USE:	MULTI-FAMILY (55+ ACTIVE ADULT)	
NUMBER OF UNITS	184	
BUILDING DATA:		
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BUILDING HEIGHT	48'-0"	
BUILDING COVERAGE	57,630 SF/330,358 SF = 17.4%	
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STANDARD SPACES (9'x19')		124
HANDICAP SPACES (2% TOTAL)		7
COVERED SPACES		121
TOTAL VEHICULAR SPACES	252	*249
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	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

NORTH

CALL YOU DIGGING BLUE STAKE INC. 602-263-1100 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
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

APPR | BY | DATE | DESCRIPTION | REV.

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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
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SHRUBS			
	Callistemon citrinus 'Little John' Dwarf Bottle Brush	5 GAL	14
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	Eremophila hygrophana Blue Bells Blue Bells	5 GAL	294
	Eremophila maculata 'Valentine' Spotted Emu Bush	5 GAL	146
	Justicia spolgera Mexican Honeysuckle	5 GAL	30
	Lantana x 'New Gold' New Gold Lantana	5 GAL	614
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	Nandina domestica Heavenly Bamboo	5 GAL	15
	Rosmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 GAL	57
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	Muhlenbergia rigida 'Nashville' TM Purple Muhly	5 GAL	186
	Yucca rupicola Texas Yucca	5 GAL	12
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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	Olea europaea 'Wilsonii' Wilson Fruitless Olive	24" BOX MULTI-TRUNK
	Phoenix dactylifera Male Date Palm	14' CLEAR TRUNK
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	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

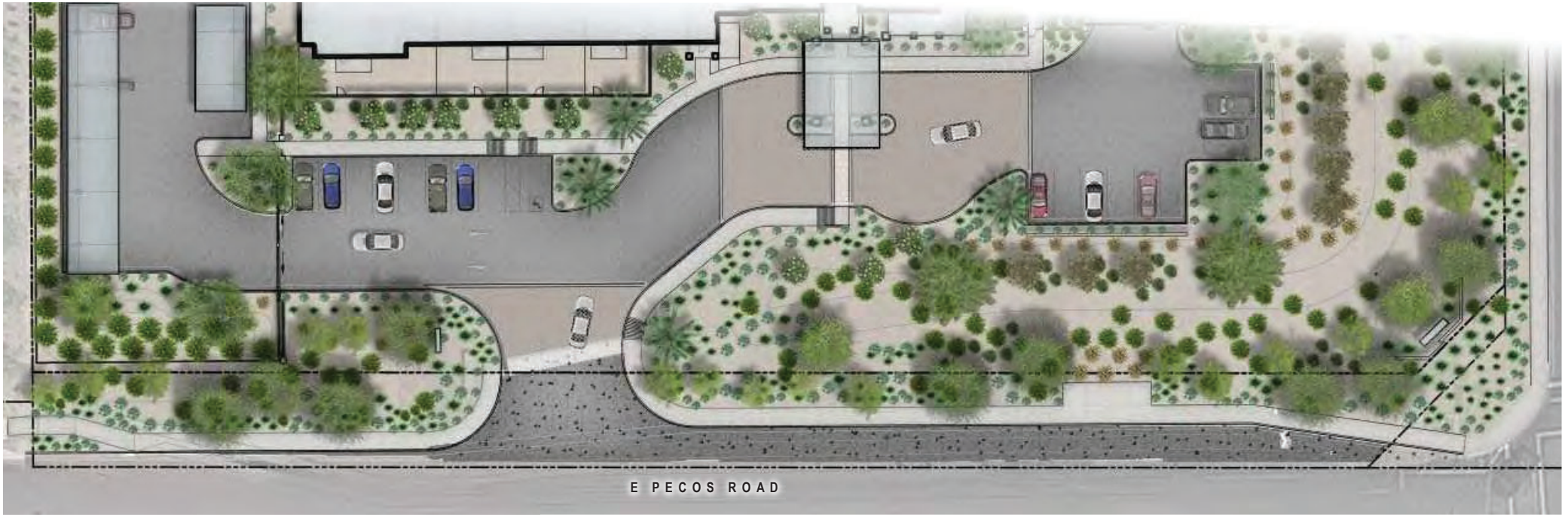
LANDSCAPE PLAN ENLARGEMENT C: PECOS ROAD

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
	Ceridium x 'Desert Museum' Thonless 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

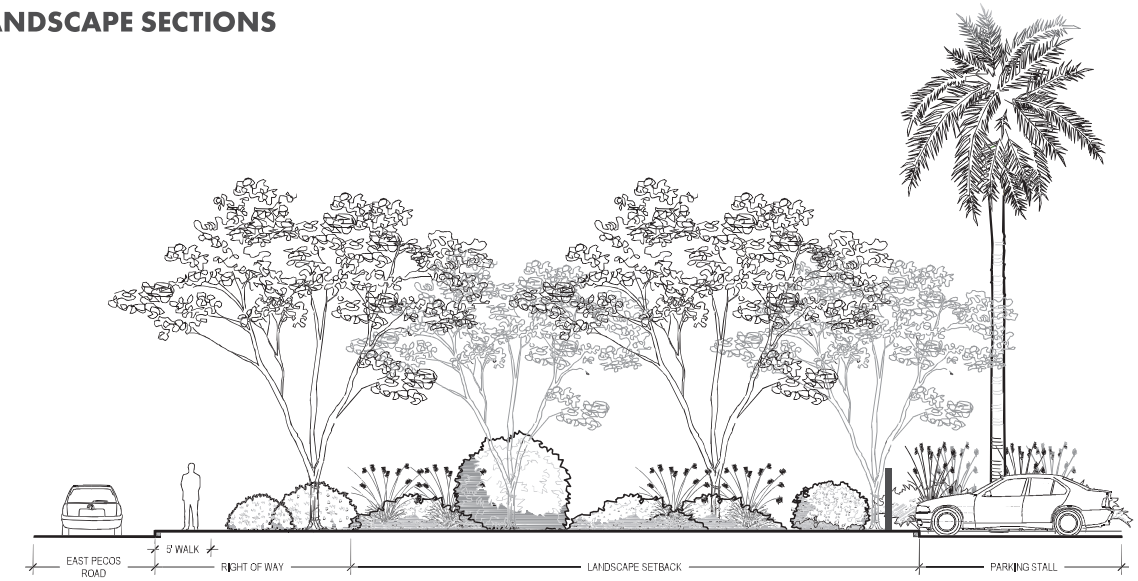
SHRUBS		
	Callistemon citrinus 'Little John' Dwarf Bottle Brush	5 GAL
	Dodonaea viscosa Hopseed Bush	5 GAL
	Eremophila hygrophana Blue Bells Blue Bells	5 GAL
	Eremophila maculata 'Valentine' Spotted Emu Bush	5 GAL
	Justicia spicigera Mexican Honeysuckle	5 GAL
	Lantana x 'New Gold' New Gold Lantana	5 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

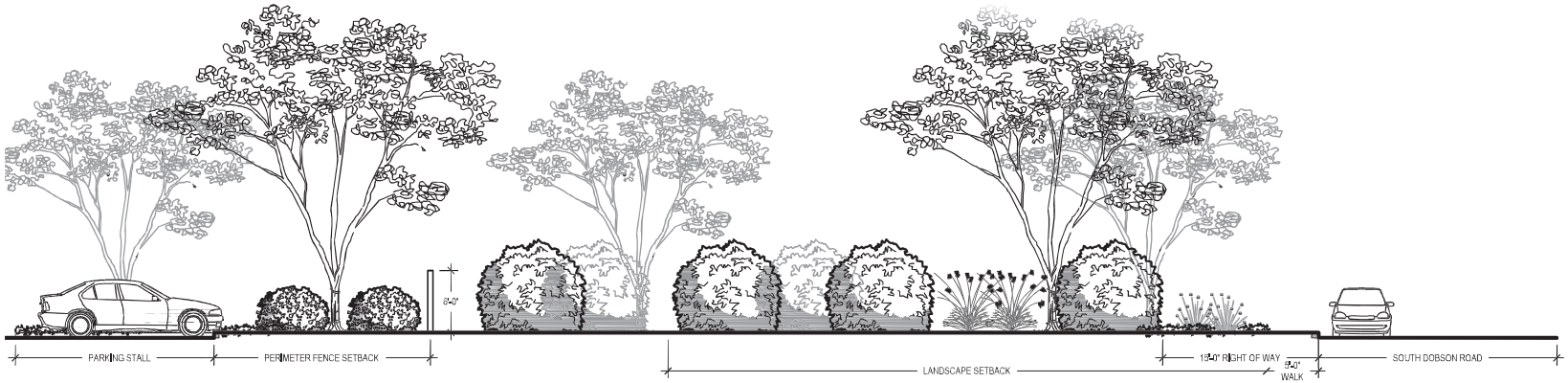


Enlargement C: Street Frontage on Pecos Road

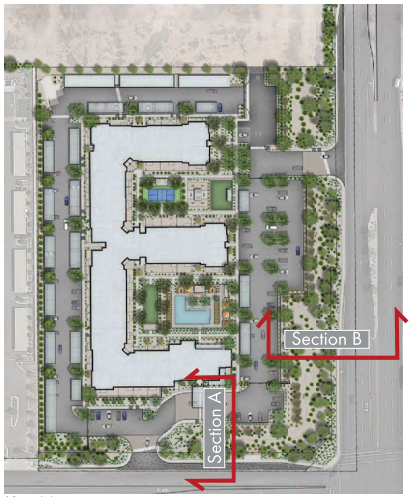
LANDSCAPE SECTIONS



Section A: East Pecos Road - Street Frontage



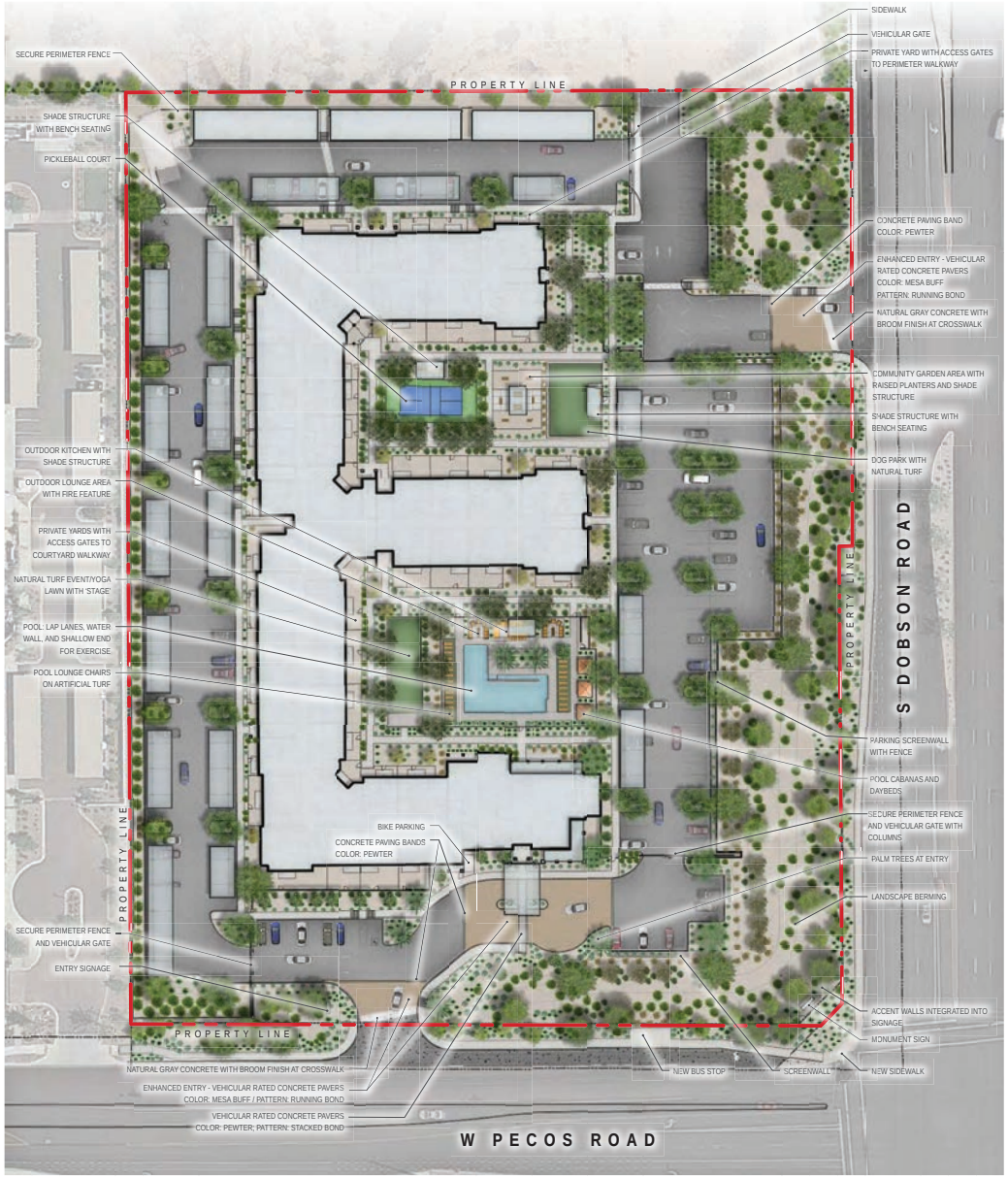
Section B: North Dobson Road - Street Frontage



Key Map

SPARROW PARTNERS
NORRIS DESIGN
Planning | Landscape Architecture | Branding

AMENITY PLAN



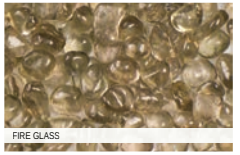
BIKE RACKS

BENCH

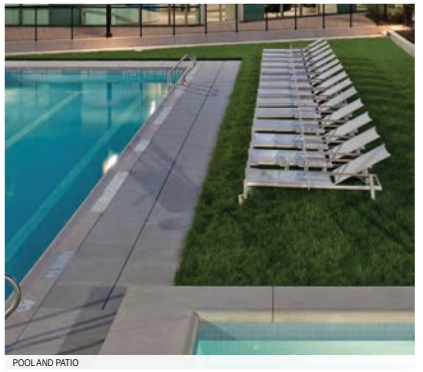
KITCHEN COUNTER TOP

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

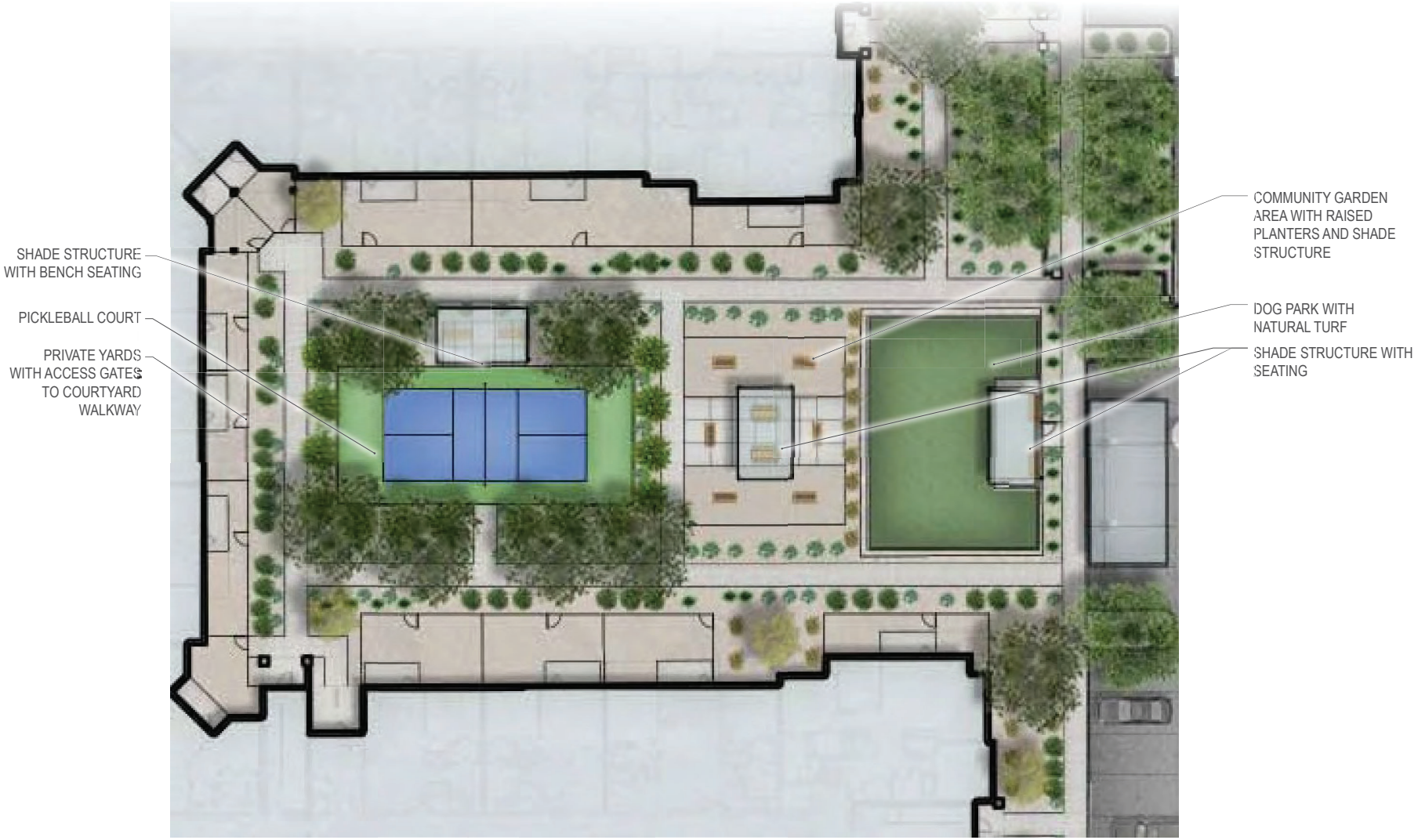
03/26/21

NORTH 0 60 120 240 SCALE

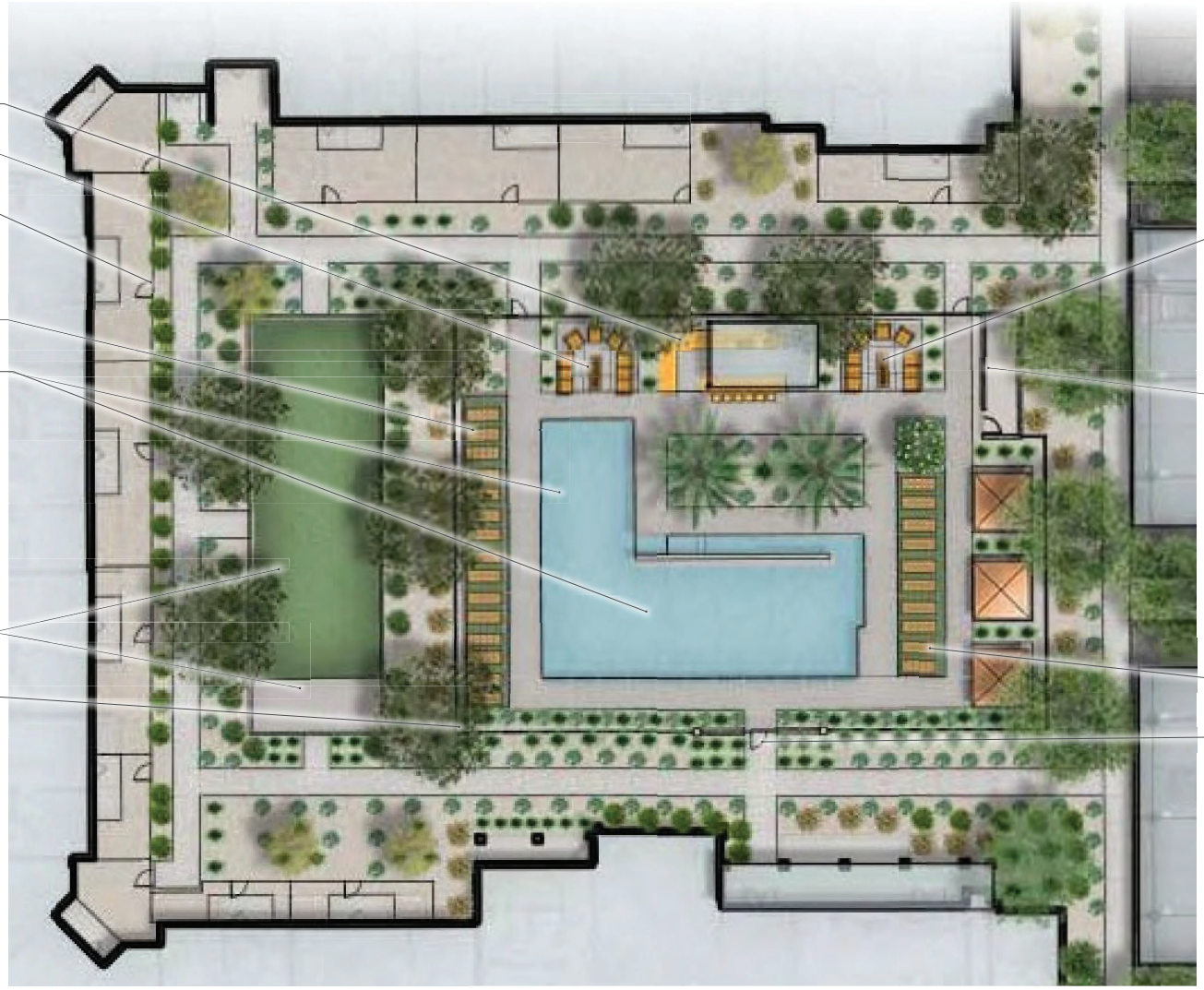
SPARROW PARTNERS

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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MERA CHANDLER

CHANDLER, ARIZONA

Drawn:	Author
Checked:	Checker
Approved:	Approver
Date:	03/26/2021
Project #:	5686

AERIAL ELEVATION

A.9.01

PLOTTED: 3/26/2021
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3/26/2021 4:01:18 PM

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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

CHANDLER, ARIZONA

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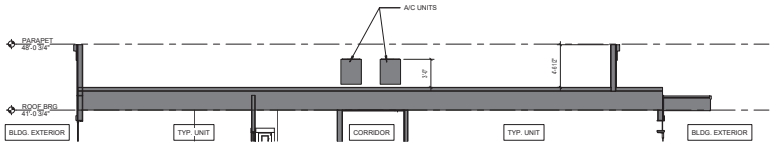
FUGLEBERG KOCH

CLUBHOUSE | MERA CHANDLER

PROJECT No: 5686 DATE: 03/26/2021

CHANDLER, ARIZONA

WEST ELEVATION
1/16" = 1'-0"



A/C UNITS - TYP. PARAPET SECTION
3/16" = 1'-0"

COLOR / MATERIAL LEGEND

SW 7631 CITY LOFT
STUCCO

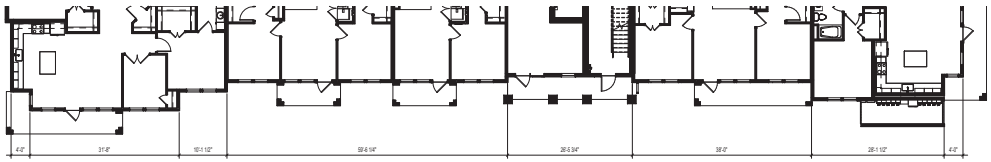
SW 7017 DORIAN GRAY
TRIM - FASCIA - F.C. PANEL - GUTTERS (COURTYARD ONLY)

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 LINDAHN
ARIZONA CERTIFICATE 007102

MERA CHANDLER
CHANDLER, ARIZONA

Drawn:	JA LY KS
Checked:	KF
Approved:	KN
Date:	03/26/2021
Project #:	5686

ELEVATIONS

A.9.02

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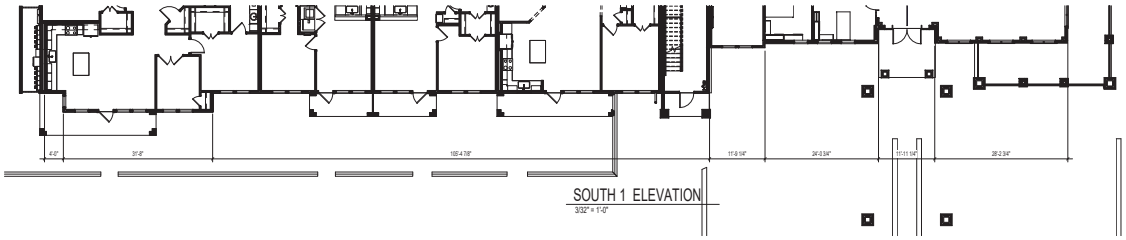
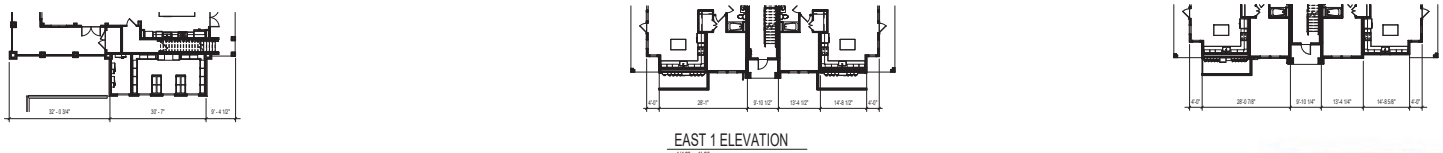


SOUTH 1 ELEVATION
3/32" = 1'-0"



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 LINDMAN
ARIZONA CERTIFICATE NO 7162

MERA CHANDLER
CHANDLER, ARIZONA

Drawn:	Author
Checked:	Checker
Approved:	Approver
Date:	03/26/2021
Project #:	5686

ELEVATIONS

A.9.03

PLOTTED: 3/26/2021
6:00:58 PM

FUGLEBERG KOCH

TYPICAL BALCONY DESIGN

PROJECT No: 5686 DATE: 03/26/2021

MERA CHANDLER

CHANDLER, ARIZONA

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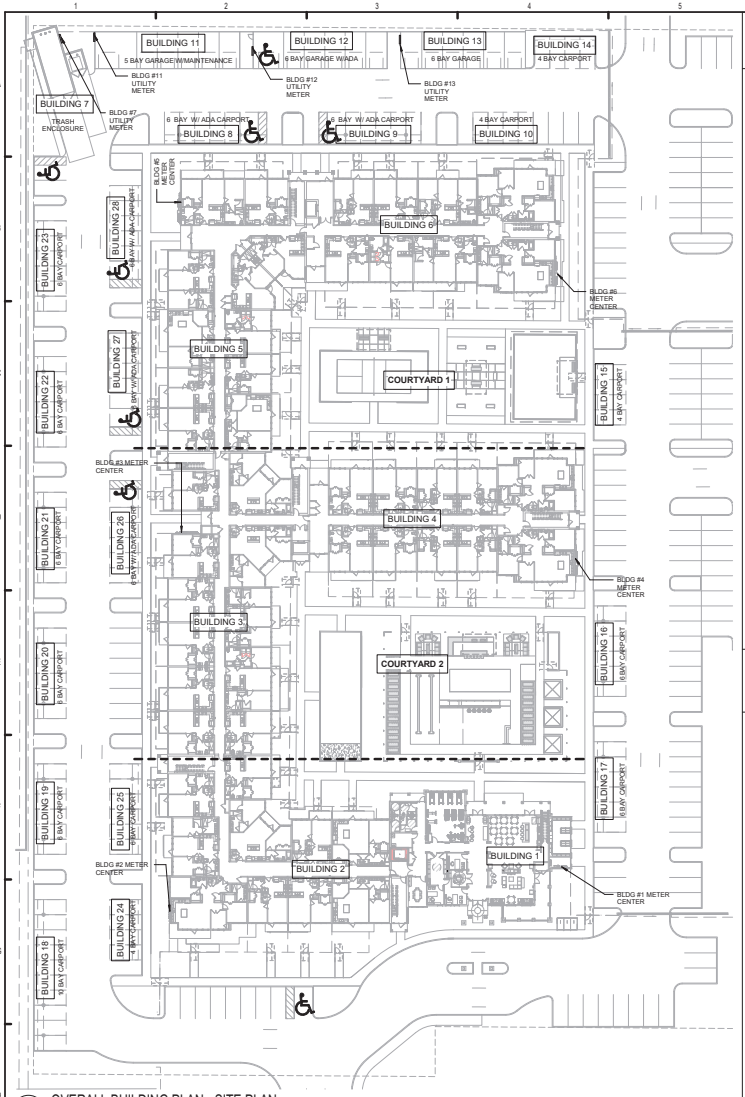
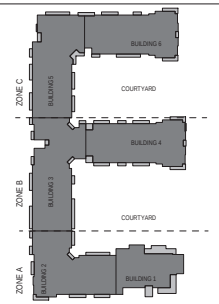
3/26/2021 4:01:23 PM



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	10,106 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
		41,698 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. 1816.1.7XXX

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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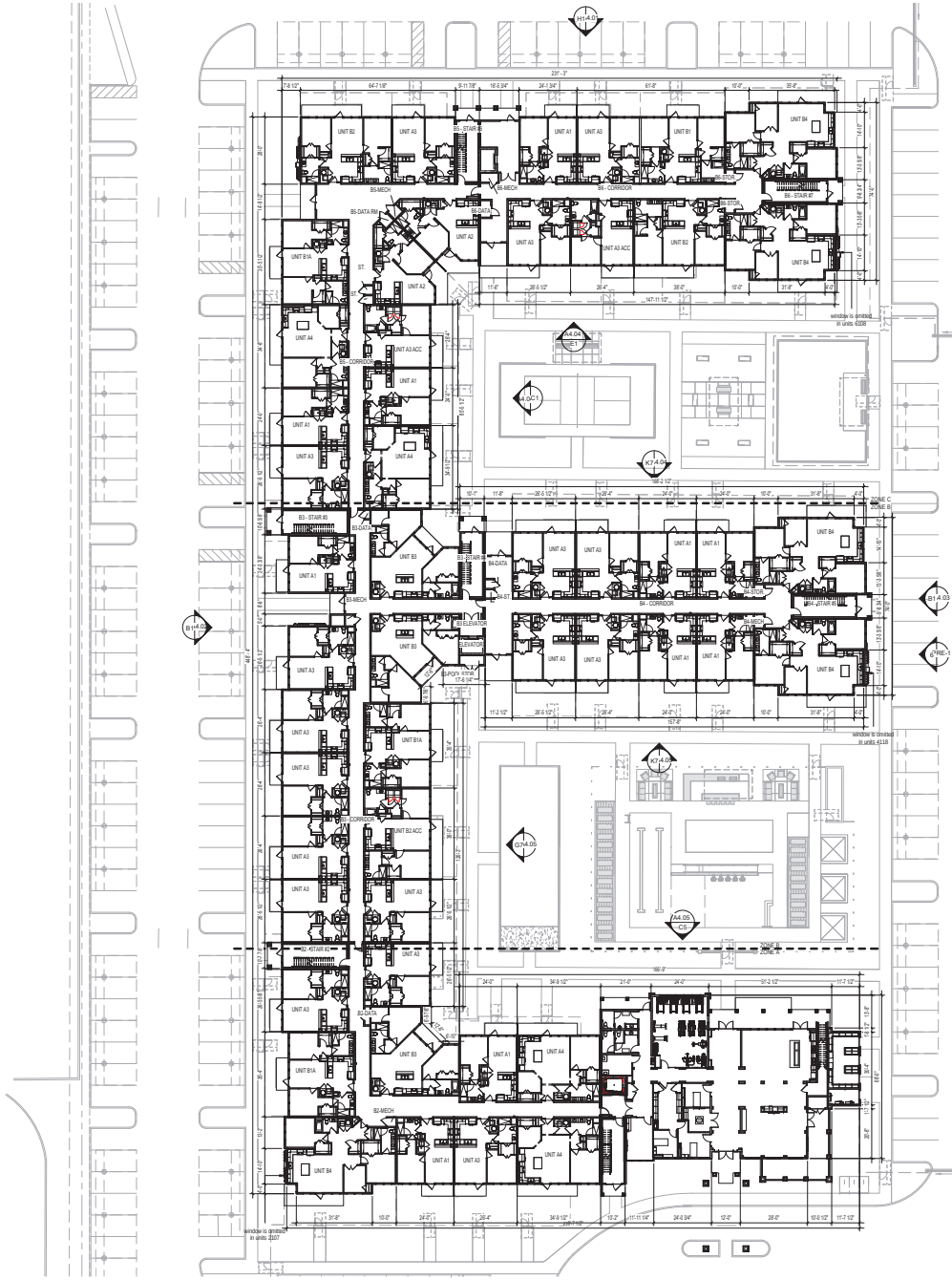
Drawn:	Author
Checked:	Checker
Approved:	Approver
Date:	10/23/2020
Project #:	1935

SITE PLAN AND PROJECT DATA

A0.04

PLOTTED: 10/23/2020 9:13:43 PM

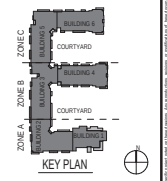


K1 OVERALL BUILDING PLAN - GROUND LEVEL
1" = 20'-0" K5/ A3.28

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 A3.01- 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



KEY PLAN

ISSUE HISTORY

No.	Date	Description
1	10/23/2020	100% SCHEMATIC DESIGN

REVISION HISTORY

No.	Date	Description

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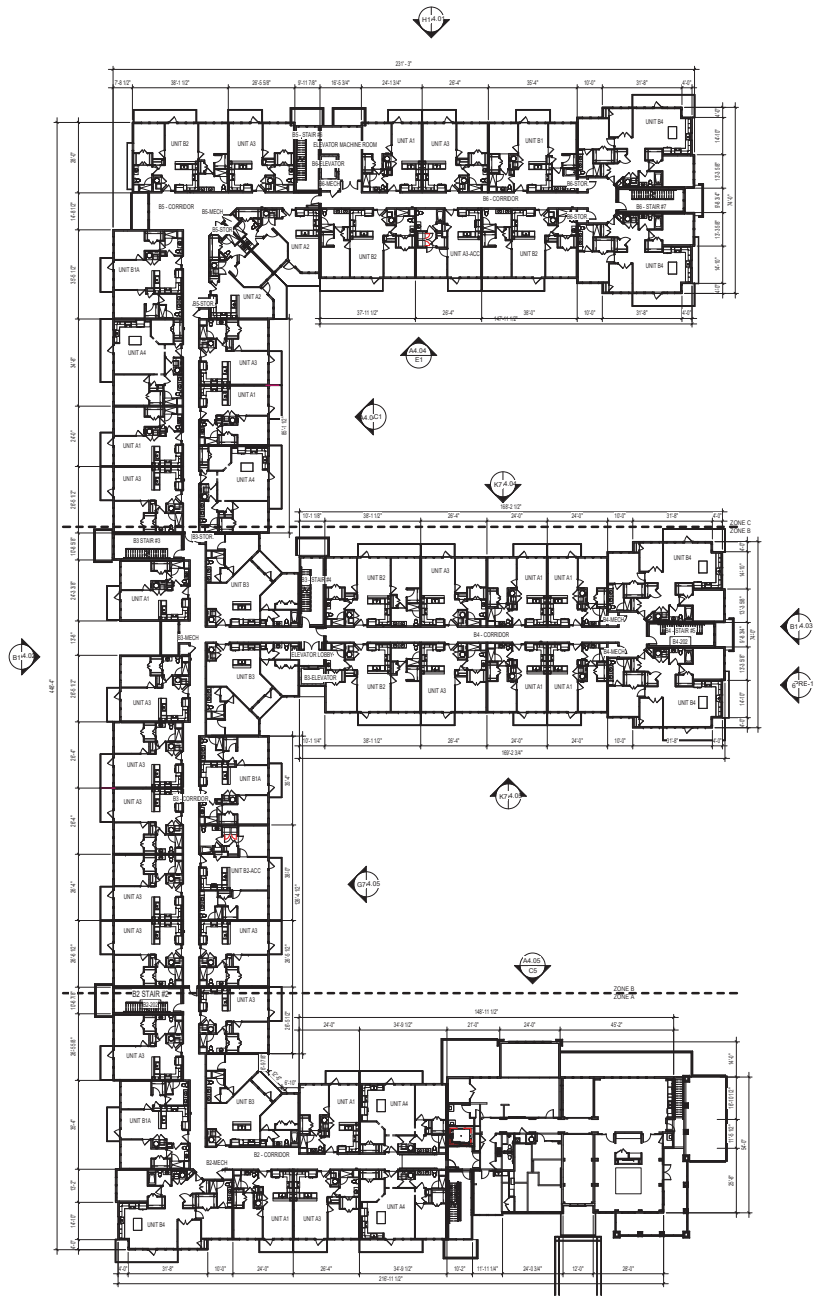
CHANDLER, ARIZONA

Drawn:	JA, NO, SM
Checked:	KF
Approved:	KL
Date:	10/23/2020
Project #:	19359

OVERALL BUILDING PLAN - GROUND LEVEL

A2.01

PLOTTED: 10/23/2020 11:48:07 AM

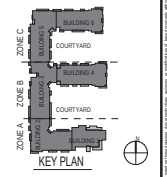


K1 OVERALL BUILDING PLAN - LEVEL 2
1" = 20'-0" K1/ A3.30

SPARROW PARTNERS

GENERAL NOTES:

1. OVERALL PLAN DIMENSIONS ARE FROM CENTER LINE TO CENTER LINE OF TENANT SEPARATION WALLS (UL U341) - WHOSE STUDS ARE 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-A0.19 FOR LIFE SAFETY INFORMATION AND RATED WALL LOCATION.
5. SEE SHEETS A3.01- 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 A3.09 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 #:	5686

OVERALL BUILDING PLAN -LEVEL 2

A2.02

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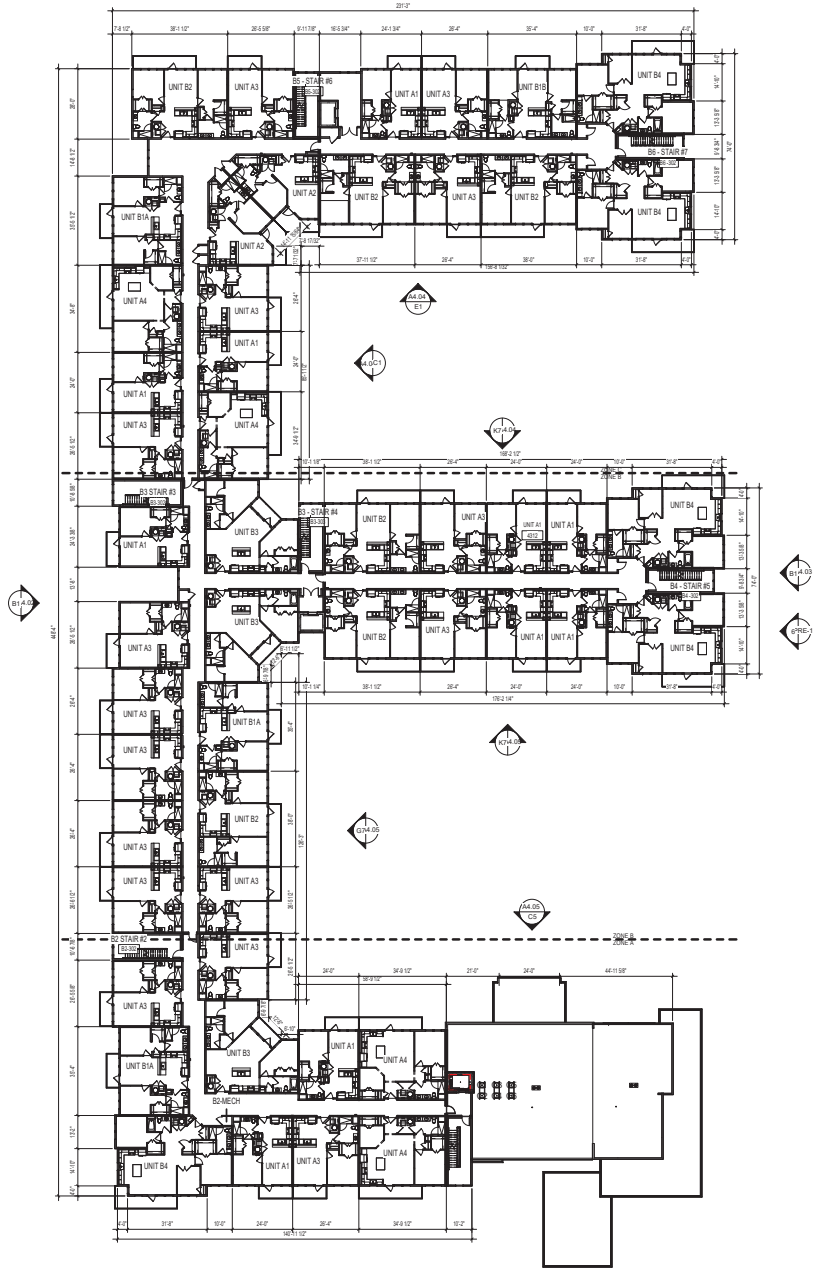
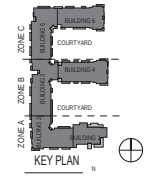


K1 OVERALL BUILDING PLAN - LEVEL 3
1" = 20'-0" H6/ A3.24

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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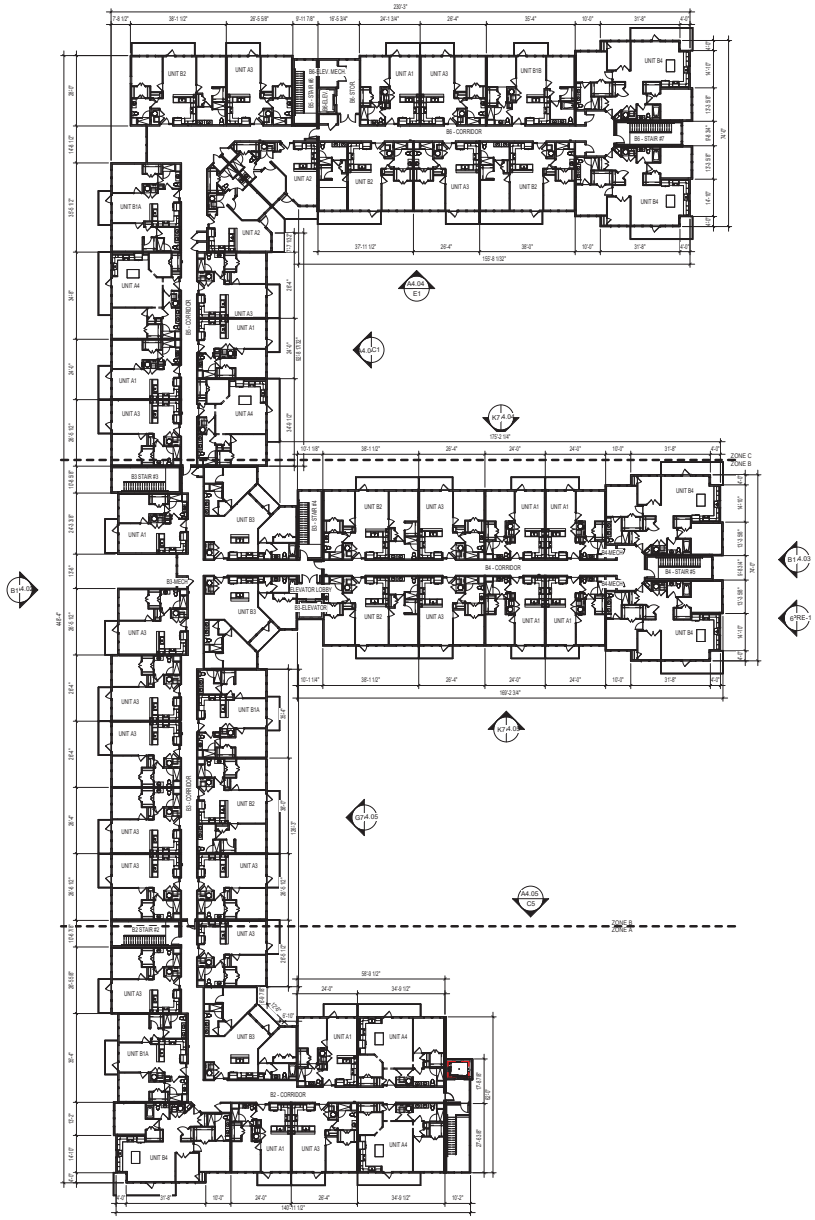
Drawn:	JA, ND, SM
Checked:	KF
Approved:	KL
Date:	10/23/2020
Project #:	19359

OVERALL BUILDING PLAN -LEVEL 3

A2.03

PLOTTED: 10/23/2020 11:41:20 AM

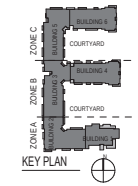


K1 OVERALL BUILDING PLAN - LEVEL 4
1" = 20'-0" K1 / A3.30

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-A0.15 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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CONSULTANT

KENNETH LINDAHL
ARIZONA CERTIFICATE NO. 36716D

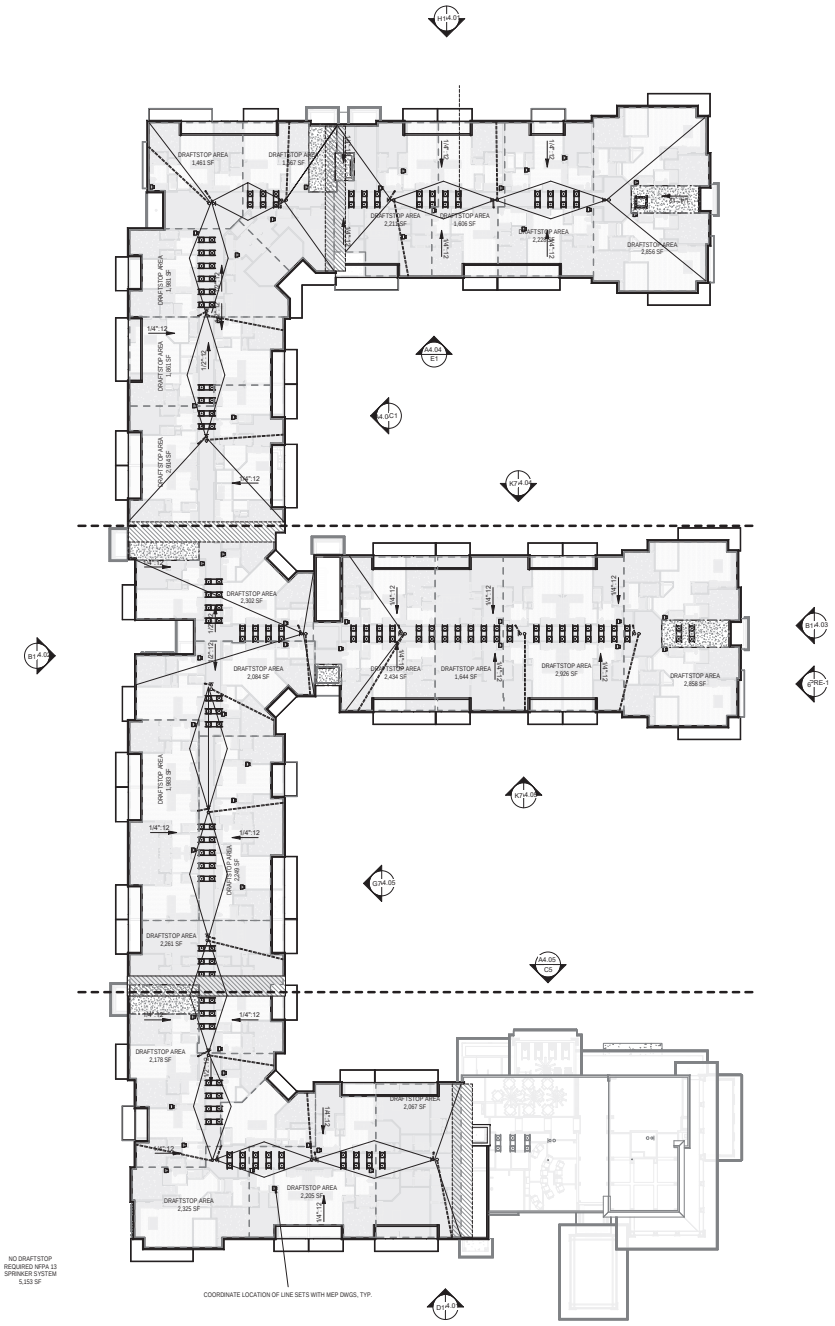
MERA CHANDLER
CHANDLER, ARIZONA

Drawn:	JA, ND, SM
Checked:	KF
Approved:	KL
Date:	10/23/2020
Project #:	19359

OVERALL BUILDING PLAN -LEVEL 4

A2.04

PLOTTED: 10/23/2020 11:41:06 AM



H1 OVERALL ROOF PLAN
1" = 20'-0" K1/ A3.31

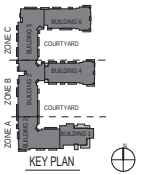
SPARROW PARTNERS

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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ARIZONA CERTIFICATE 00710

MERA CHANDLER
CHANDLER, ARIZONA

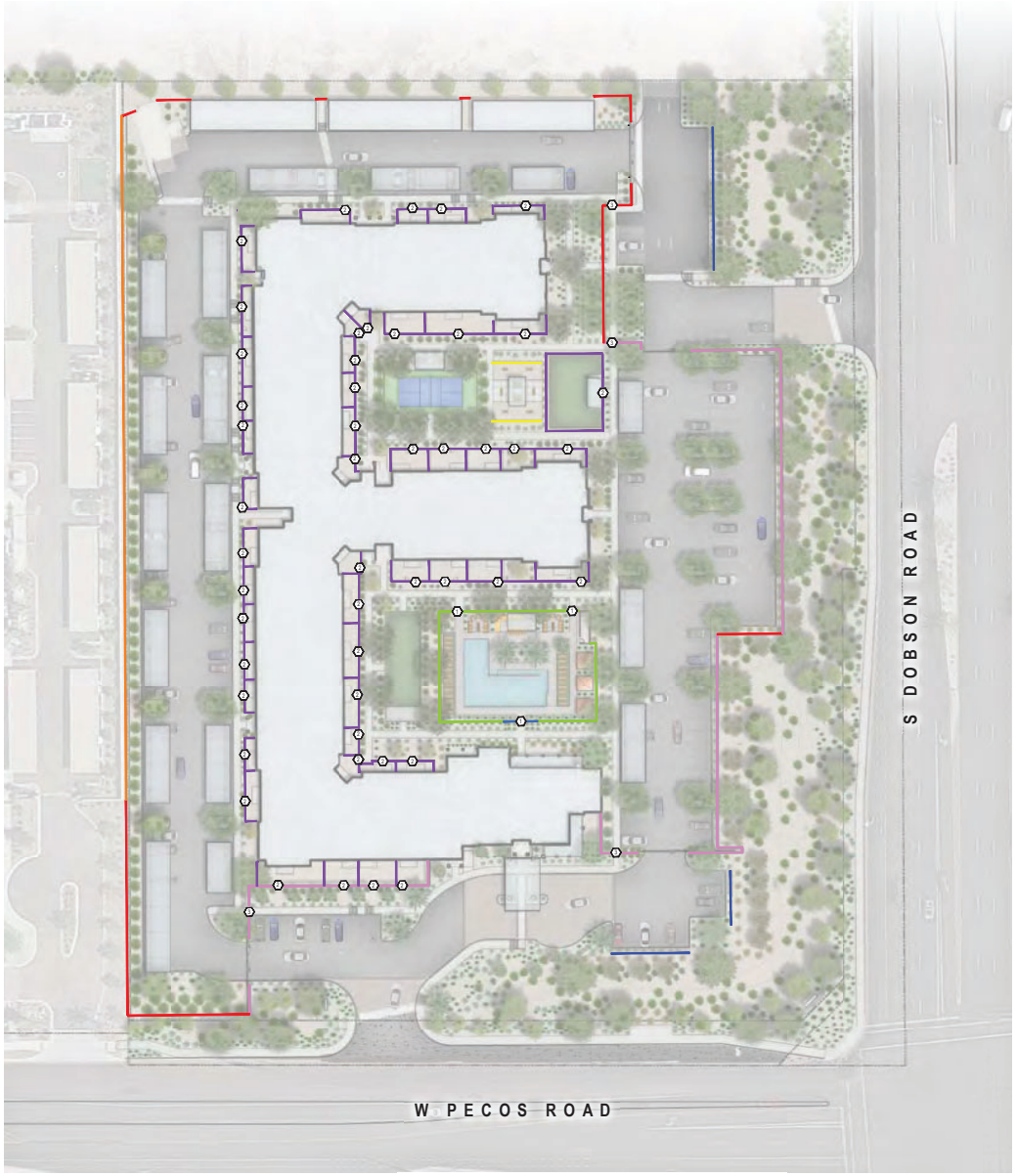
Drawn:	JA, ND, SM
Checked:	KF
Approved:	KL
Date:	10/23/2020
Project #:	5686

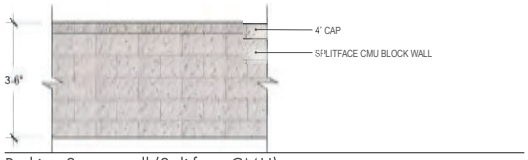
OVERALL ROOF PLAN

A2.05

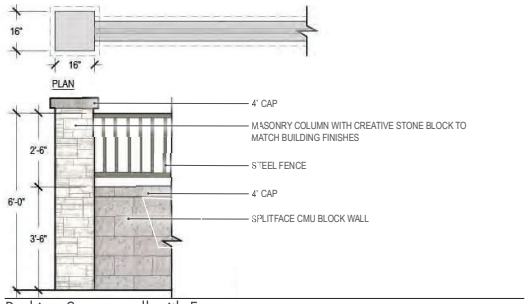
PLOTTED: 10/23/2020 11:42:01 AM

GATE AND FENCE PLAN AND ELEVATIONS

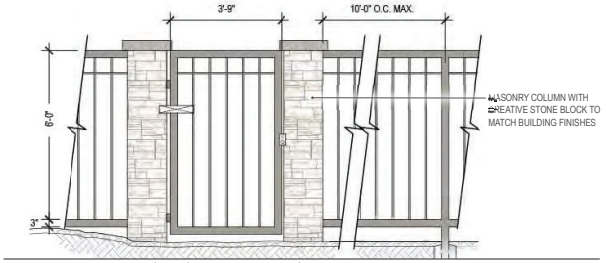




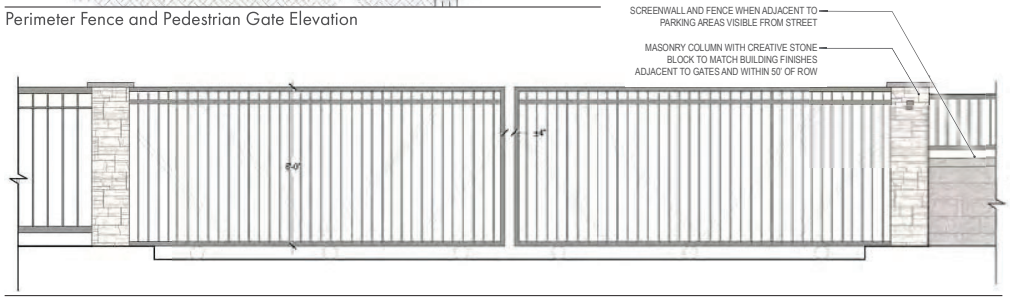
Parking Screenwall (Splitface CMU)



Parking Screenwall with Fence



Perimeter Fence and Pedestrian Gate Elevation



Sliding Vehicular Entry Gate Elevation

FENCE TYPE SCHEDULE

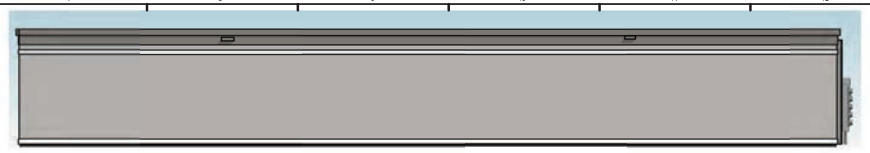
- 6' STEEL PERIMETER FENCE
  MANUFACTURED BY: AMERISTAR
  MODEL: MONTAGE - MAJESTIC
  SEE DETAIL 1/LA-202
- 3' STEEL FENCE
  MANUFACTURED BY: AMERISTAR
  MODEL: MONTAGE - MAJESTIC
  SEE DETAIL 1/LA-202
- 6' STEEL POOL FENCE
  MANUFACTURED BY: AMERISTAR
  MODEL: MONTAGE - MAJESTIC
  SEE DETAIL 2/LA-202
- 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

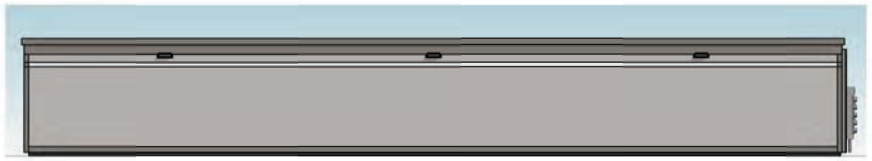
NOTES:
1. VERIFY LOCATIONS WITH LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION.
2. COORDINATE ELECTRICAL WITH MEP.

6 BAY GARAGE W/ MAINT. FRONT ELEVATION
3/16" = 1'-0"



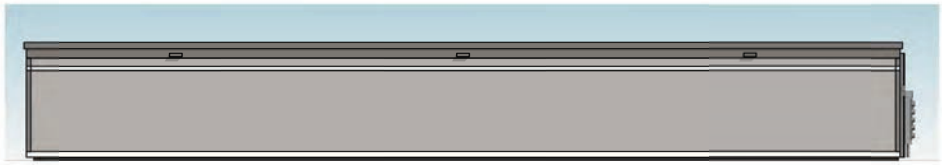
6 BAY GARAGE W/ MAINT. BACK ELEVATION
3/16" = 1'-0"

7 BAY GARAGE FRONT ELEVATION
3/16" = 1'-0"



7 BAY GARAGE BACK ELEVATION
3/16" = 1'-0"

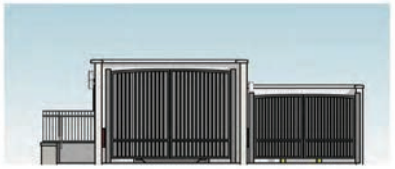
7 BAY GARAGE W/ ADA FRONT ELEVATION
3/16" = 1'-0"



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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MERA CHANDLER
CHANDLER, ARIZONA

Drawn:	JA LY KS
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

Inset sign faces are painted a base PMS 7704 C (satin fiish) and logo graphic is painted PMS 7703 C (high gloss finish)

Mera logo and text are 3/4" clear acrylic push through letters with 60% white diffuser on 2nd surface, 3M white translucent vinyl on 1st surface, internally illuminated with LEDs

Pole cage should be built at center of internal sign cabinet framework to accomodate a 4" diameter steel support pylon installed at the center of cabinet. ENGINEERS DRAWING WILL BE PROVIDED FOR FINAL SPECIFICATIONS.

Pedestal Walls will be skinned with masonry and capstone to match building architecture.

Walls, masonry and capstone to be provided and installed by others.

Text painted PMS 7686C Mera Blue (satin finish)

16" Deep, single-sided, internally illuminated, aluminum sign cabinet painted White on face, back and returns.(satin finish) Each face is inset 1.5" with a 1.5" lip welded to outer return.

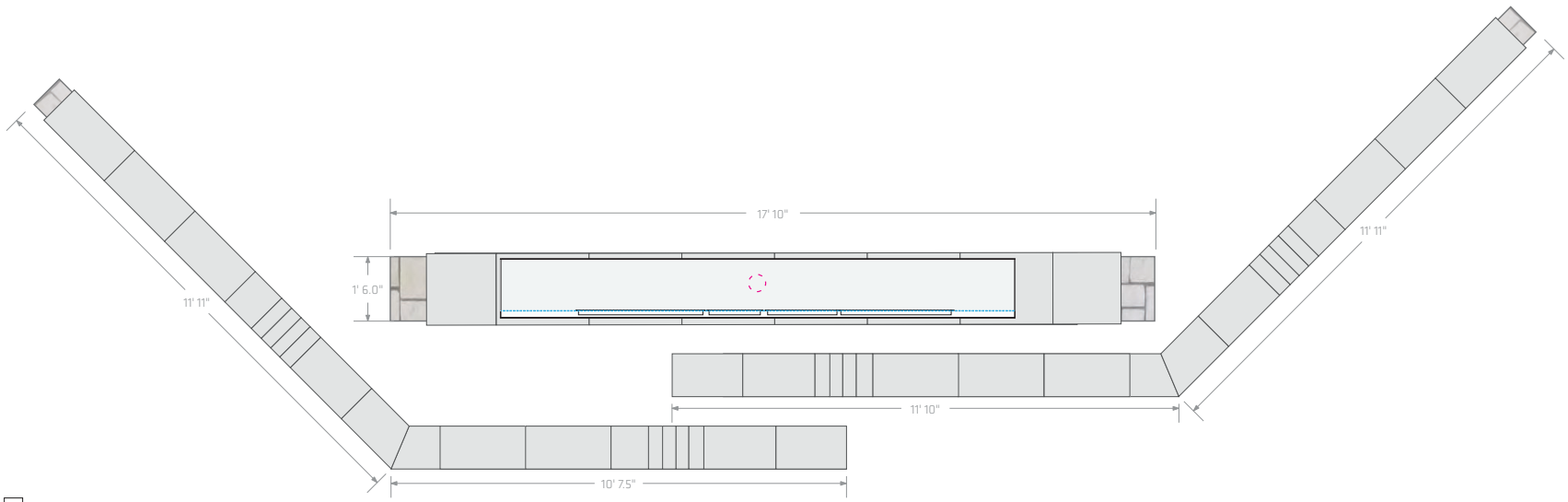
City Center text is routed-out-show-through backed with translucent white acrylic.

Paint Colors:

MP White	PMS 7704C	PMS 7703C	PMS 7686C	Cool Gray 10C
satin finish	satin finish	satin finish	satin finish	satin finish

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'

STUDIO **DZO**

P.O. Box 92707 Austin, Texas 78709
512.400.0686 | studiodzo.com

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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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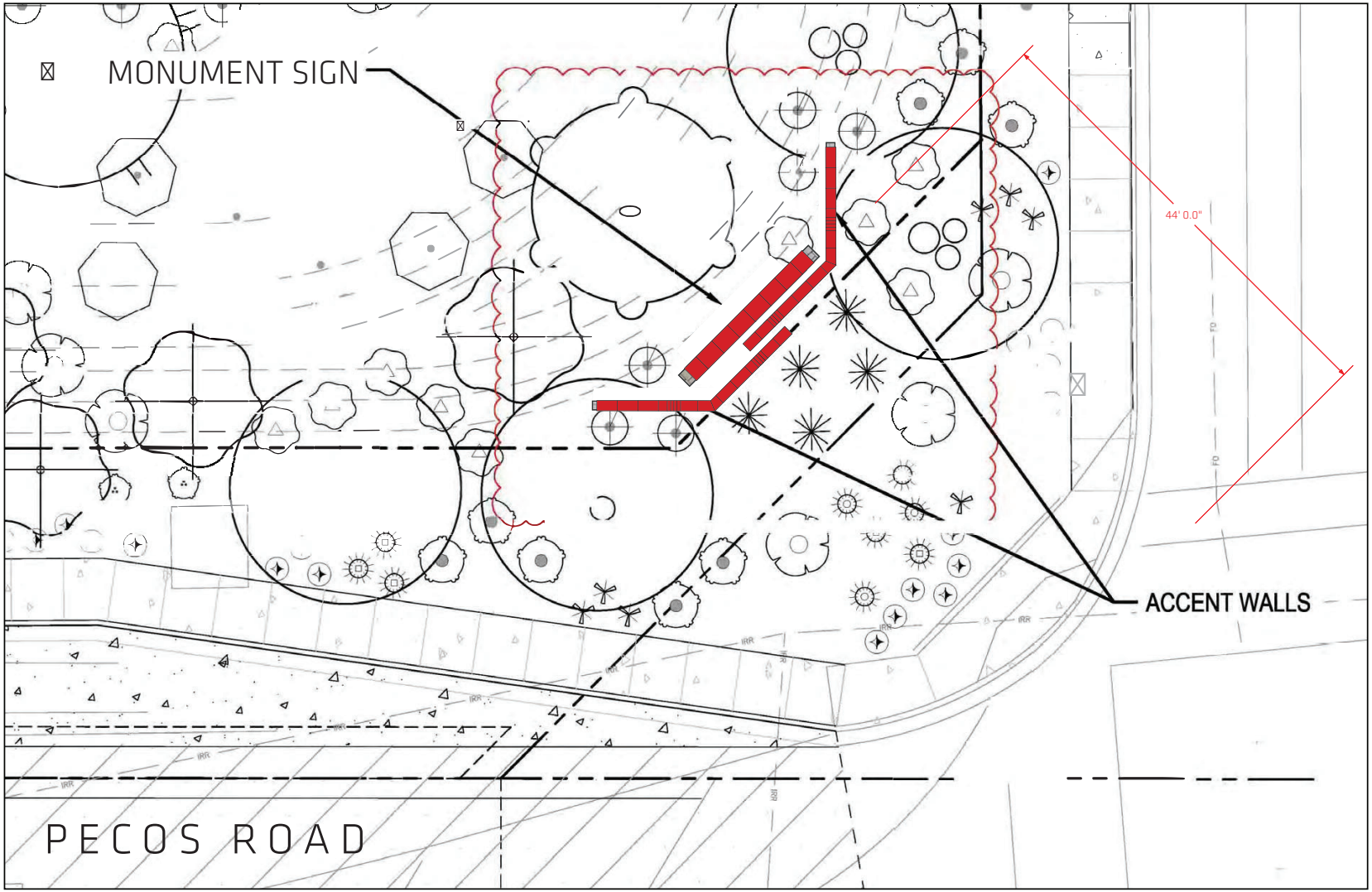
Mera Chandler
Monument Signage

#11112	Sparrow Partners

Chandler, AZ

Date: 03/25/21

MERA CHANDLER



Sign Type 114 - SITE VIEW
SCALE: 1" = 10 '

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CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** CC21-027

Date: May 27, 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: PLH20-0019 Commonwealth Lofts
Introduction and Tentative Adoption of Ordinance No. 4973
Adoption of Resolution No. 5480
Request: Area Plan amendment to the Downtown South Arizona Avenue Corridor Area Plan from Low Density Residential (0-6 dwelling units per acre, du/ac) to Townhome Medium Density Residential (12-14 du/ac)

Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for townhomes

Preliminary Development Plan (PDP) for site layout and building architecture

Preliminary plat approval for a townhome development

Location: 699 E. Commonwealth Avenue, approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road
Applicant: Pew and Lake, P.L.C.

Proposed Motion:

Area Plan
Move City Council approve Resolution No. 5480, PLH20-0019, amending the designated land use in the Downtown South Arizona Avenue Corridor Area Plan on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road from Low Density Residential (0-6 dwelling units per acre, du/ac) to Townhome Medium Density Residential (12-14 du/ac), as recommended by Planning and Zoning Commission.

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 4973 approving PLH20-0008 Rezoning from AG-1 to PAD for townhomes on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH20-0008 Commonwealth Lofts for townhomes on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT20-0009 on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the condition recommended by Planning and Zoning Commission.

Background Data:

- Site is currently undeveloped and zoned for agricultural land uses.
- 3.0 net-acre site fronting on unimproved portion of Commonwealth Avenue

Surrounding Land Use Data:

North	Commonwealth Avenue then Single-family dwellings	South	Single-family dwellings
East	Vacant land then church	West	Single-family dwelling then multifamily dwellings

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Growth Area 1, Downtown Chandler	No Change
Downtown South Arizona Avenue Corridor Area Plan	Residential, 0-6 Dwelling Units Per Acre	Townhome, 12-14 dwelling units per acre

Proposed Development

Units	• 39 Townhome lots • 12.8 du/ac
Parking	• 2 garage spaces per unit • 18 on-site guest parking spaces • +/- 14 new on-street public parking spaces
Open Space	• 6.5’ private patio space per unit • Turfed retention court yards • Bocce Ball court and cabana grill area
Building Height	• 2-stories • 27.5 feet tall to top of parapet
Building Design	• Primary materials include stucco and stone • Roof design includes concrete tile accent roofs, metal canopies, and flat parapet roofline • Patio wall to be aesthetically vented stucco with welded mesh doors.

Review and Recommendation

Staff finds the proposed area plan amendment, rezoning, and preliminary development plan proposed for the site align with the goals of the General Plan.

The General Plan identifies the site as being located with Growth Area 1, Downtown Chandler which calls for the revitalization of vacant parcels and higher densities. Staff believes that this guidance supports the proposal to amend the Downtown South Arizona Avenue Corridor Area Plan to recommend townhomes at a density 12-14 du/ac versus single-family units up to 6 du/ac.

To accommodate garage parking while being sensitive to nearby single-family homes, the applicant has proposed two-story units instead of three-story units. To further consider privacy, instead of providing living room space on the second floor, two non-master bedrooms without balconies are proposed in the rear of the units. The units are organized in an easily navigated layout that results in the majority of the frontage being occupied by patio spaces and front doors that are visible from the public sidewalk, instead of garages. This will help “activate” the area and provide a pleasant and safe-feeling environment for this portion of Commonwealth Avenue by creating opportunities for neighbors to interact, and by increasing visibility of the street by residents. Staff finds this proposal balances the General Plan’s guidance to increase density, providing a transition between old and new development, promoting a compatible mix of housing types, and promoting civic engagement.

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 digital neighborhood meetings via Zoom on September 8, 2020
- Four households attended the meeting where a variety of questions were asked regarding wall height, irrigation, building height, unit cost, and landscaping. The applicant answered each question, after which there was no opposition shared.
- One resident preferred that the open space of the Commonwealth Avenue right-of-way remain. The applicant explained that a portion of the unimproved land includes right-of-way that has been reserved for the proposed roadway.
- A question was asked about irrigation to adjoining properties. The applicant confirmed that irrigation will be preserved and underground as desired to adjoining properties.
- As of writing this memo, Planning staff has not received opposition from residents regarding the proposal.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting May 5, 2021
Motion to Approve

In Favor: 6 Opposed: 0

The Planning Commission added Preliminary Development Plan stipulation number nine to enhance the left elevation of the proposed residential buildings.

Recommended Conditions of Approval

Rezoning
Planning staff find the request is in compliance with the General Plan and Planning and Zoning Commission recommends the City Council approve the rezoning from AG-1 to PAD for Townhomes subject to the following conditions:

1. Development of the overall site shall be in substantial conformance with the Development

Booklet, entitled, “Commonwealth Lofts” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0008, 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. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
4. Residential dwelling units shall be permitted with a maximum density of 13 dwelling units per acre.
5. No building façade shall be closer than 15’ from the right-of-way line of Commonwealth Avenue.
6. No building façade shall be closer than 25’ from the common shared property lines located on the east, west, and south of the overall site.

Preliminary Development Plan
Planning staff find the request is in compliance with the General Plan and 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 “Commonwealth Lofts” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0008, 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.
9. The applicant shall work with staff to revise the design of the left elevation to provide larger windows, pop-outs, and materials similar to the design of the right elevation in order to break up the proposed span of stucco.

Preliminary Plat
Planning staff find the request is in compliance with the General Plan and Planning and Zoning Commission recommends 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
Resolution

Vicinity Map
Development Booklet
Preliminary Plat

ORDINANCE NO. 4973

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 TOWNHOMES AS SHOWN IN CASE PLH20-0008 (COMMONWEALTH LOFTS) LOCATED AT 699 E. COMMONWEALTH AVENUE 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 townhomes, subject to the following conditions:

1. Development of the overall site shall be in substantial conformance with the Development Booklet, entitled, "Commonwealth Lofts" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0008, 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. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

4. Residential dwelling units shall be permitted with a maximum density of 13 dwelling units per acre.

5. No building façade shall be closer than 15' from the right-of-way line of Commonwealth Avenue.

6. No building façade shall be closer than 25' from the common shared property lines located on the east, west, and south of the overall site.

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. 4973 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"

That portion of Northwest quarter of the Northeast quarter of Section 34, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 34,

Thence East (assumed bearing) along the Southerly line of the Northwest quarter of the Northeast quarter of Section 34, a distance of 876.54 feet to the True Point of Beginning;

Thence North 0 degrees 46 minutes 00 seconds East 339.84 feet to a point on the centerline of a canal;

Thence North 89 degrees 59 minutes 05 seconds East (North 89 degrees 13 minutes East-Deed) along the centerline, a distance of 442.08 feet to a point on the Easterly line of the Northwest quarter of the Northeast quarter of Section 34;

Thence South 0 degrees 42 minutes 45 seconds West (South 0 degrees 43 minutes West-Deed) a distance of 339.95 feet to the Southeast corner of said Northwest quarter of the Northeast quarter of Section 34;

Thence West along said South line of the Northwest quarter of the Northeast quarter of Section 34, a distance of 442.40 feet to the True Point of Beginning;

EXCEPT the Northerly 40 feet thereof.

RESOLUTION NO. 5480

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AMENDMENT TO THE "DOWNTOWN SOUTH ARIZONA AVENUE CORRIDOR AREA PLAN" BY CHANGING "LOW DENSITY RESIDENTIAL (0-6 DWELLING UNITS PER ACRE)" TO "TOWNHOME MEDIUM DENSITY RESIDENTIAL (12-14 DWELLING UNITS PER ACRE)" ON PROPERTY LOCATED AT 699 E. COMMONWEALTH AVENUE.

WHEREAS, the property owner seeks approval of a rezoning request, pending approval of an Area Plan amendment, for a particular development proposal located at 699 East Commonwealth Avenue, approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road; 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 Downtown South Arizona Avenue Corridor Area Plan, has been adopted for the area bounded by Ray Road, Pecos Road, McQueen Road, and Hartford Street; and

WHEREAS, the applicant has proposed an amendment to the existing Downtown South Arizona Avenue Corridor 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 "Downtown South Arizona Avenue Corridor 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 June, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5480 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of June, 2021, and that a quorum was present thereat.

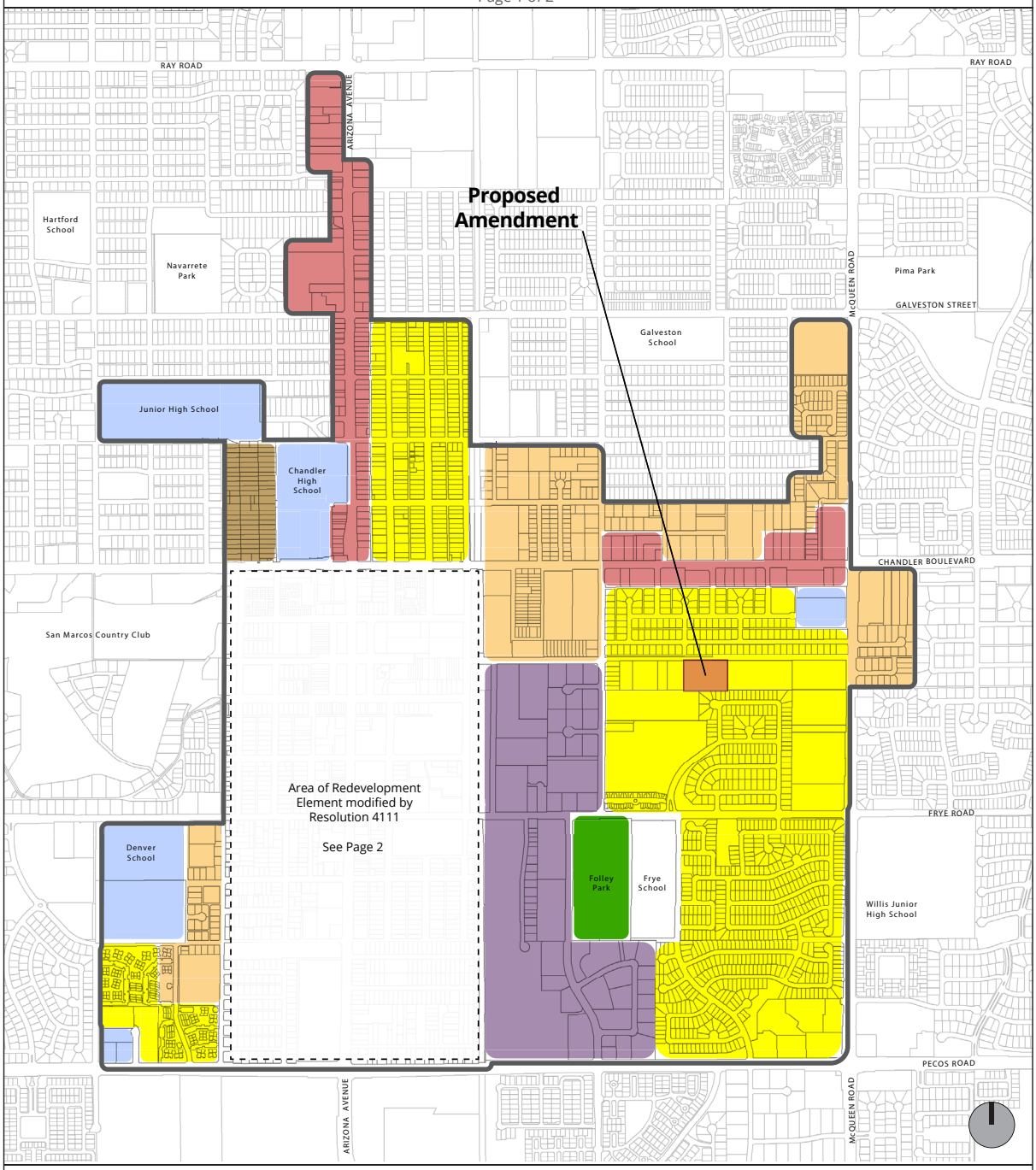
_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Downtown - South Arizona Avenue Corridor Area Plan

Page 1 of 2



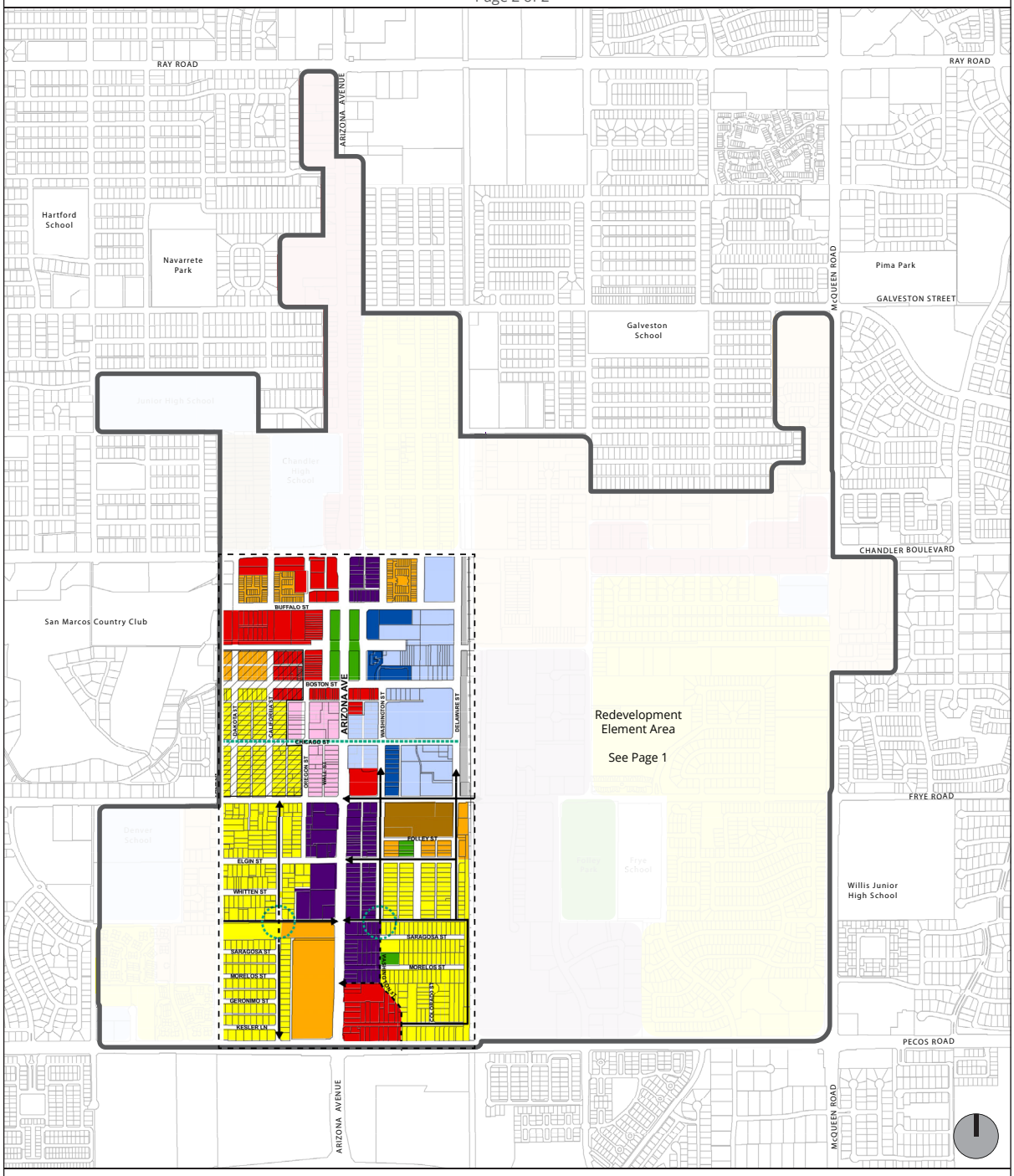
Per Resolution No. 4111, the "Redevelopment Element" and the "South Arizona Avenue Corrdidor Area Plan," (SAZACAP) were joined and renamed the "Downtown-South Arizona Avenue Corridor Area Plan." This two-page exhibit portrays the joining of these two plans. (Res. No. 4111 aproved by Council 1/17/2008

CHANDLER AREA REDEVELOPMENT ELEMENT GENERALIZED LAND USES

- REDEVELOPMENT ELEMENT AREA BOUNDARIES
- RESIDENTIAL - LOW DENSITY, 0-6 DU/ACRE
- RESIDENTIAL - MEDIUM DENSITY, 6-12 DU/ACRE
- RESIDENTIAL - HIGH DENSITY, 12+ DU/ACRE
- TOWNHOMES - 12-14 DU/AC — **Proposed Amendment**
- COMMERCIAL RETAIL
- PUBLIC/INSTITUTIONAL
- BUSINESS PARK / LIGHT INDUSTRIAL
- OPEN SPACE

Downtown - South Arizona Avenue Corridor Area Plan

Page 2 of 2



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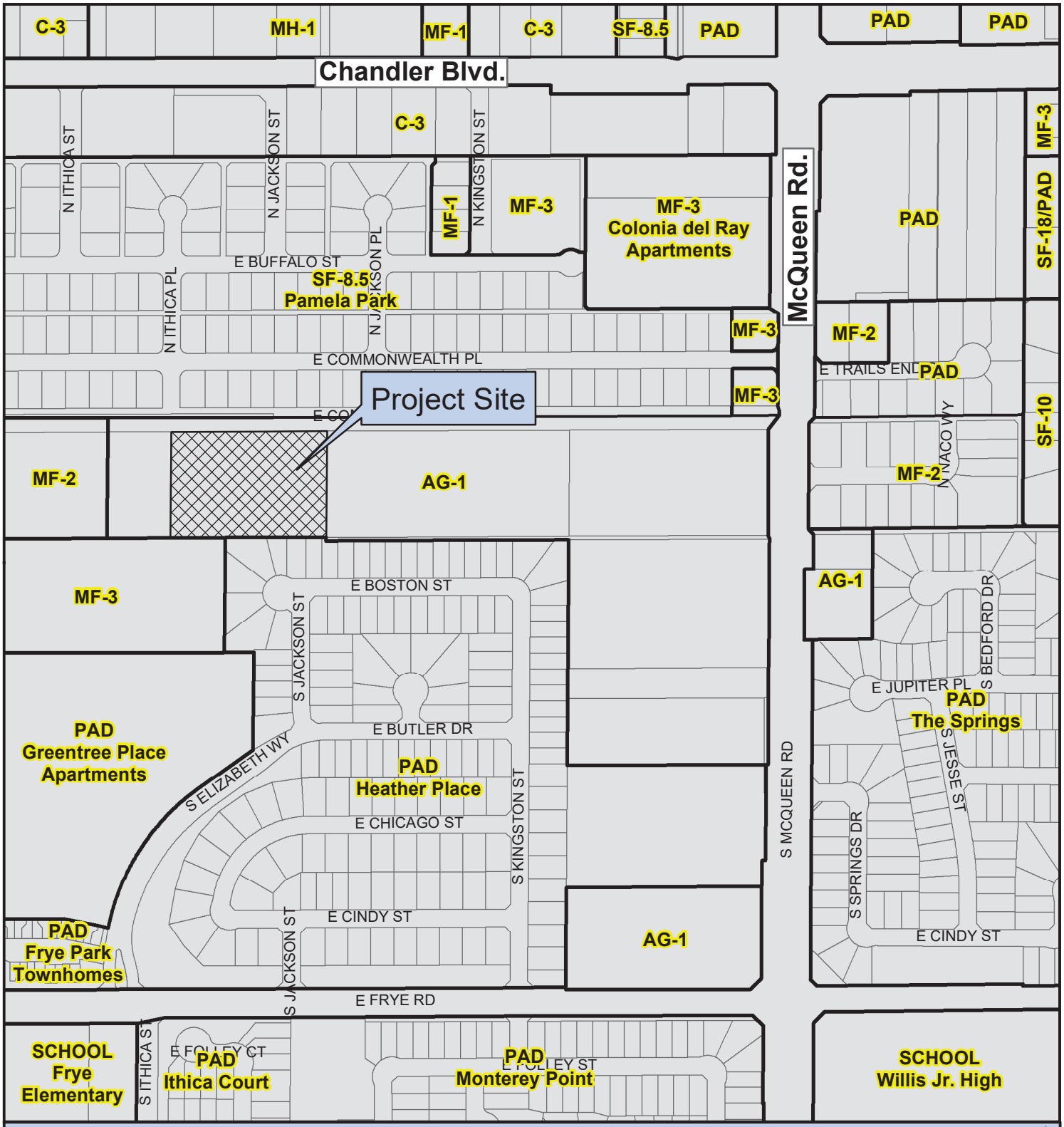
SAZACAP FUTURE LAND USES

- SAZACAP AREA BOUNDARIES
- FUTURE TRAFFIC CALMING
- PEDESTRIAN CORRIDOR

RESIDENTIAL:
- LOW DENSITY, 0-5.9 DU/ACRE
- MEDIUM DENSITY, 6-17.9 DU/ACRE
- HIGH DENSITY, 18-40 DU/ACRE
- HIGH DENSITY, WITH MIXED COMMERCIAL OR OFFICE

- URBAN COMMERCIAL
- OFFICE
- CIVIC USES
- CULTURAL & ENTERTAINMENT

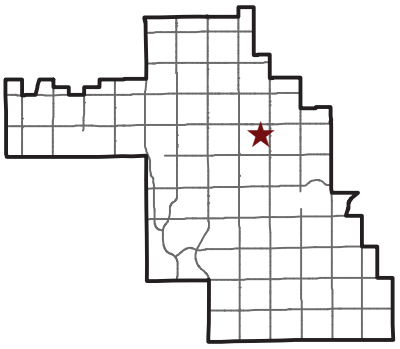
- BUSINESS PARK / LIGHT INDUSTRIAL
- OPEN SPACE
- TRANSIT / LIGHT RAIL
- FUTURE GROWTH AREA



PLH20-0019/PLH20-0008/PLT20-0009 Commonwealth Lofts

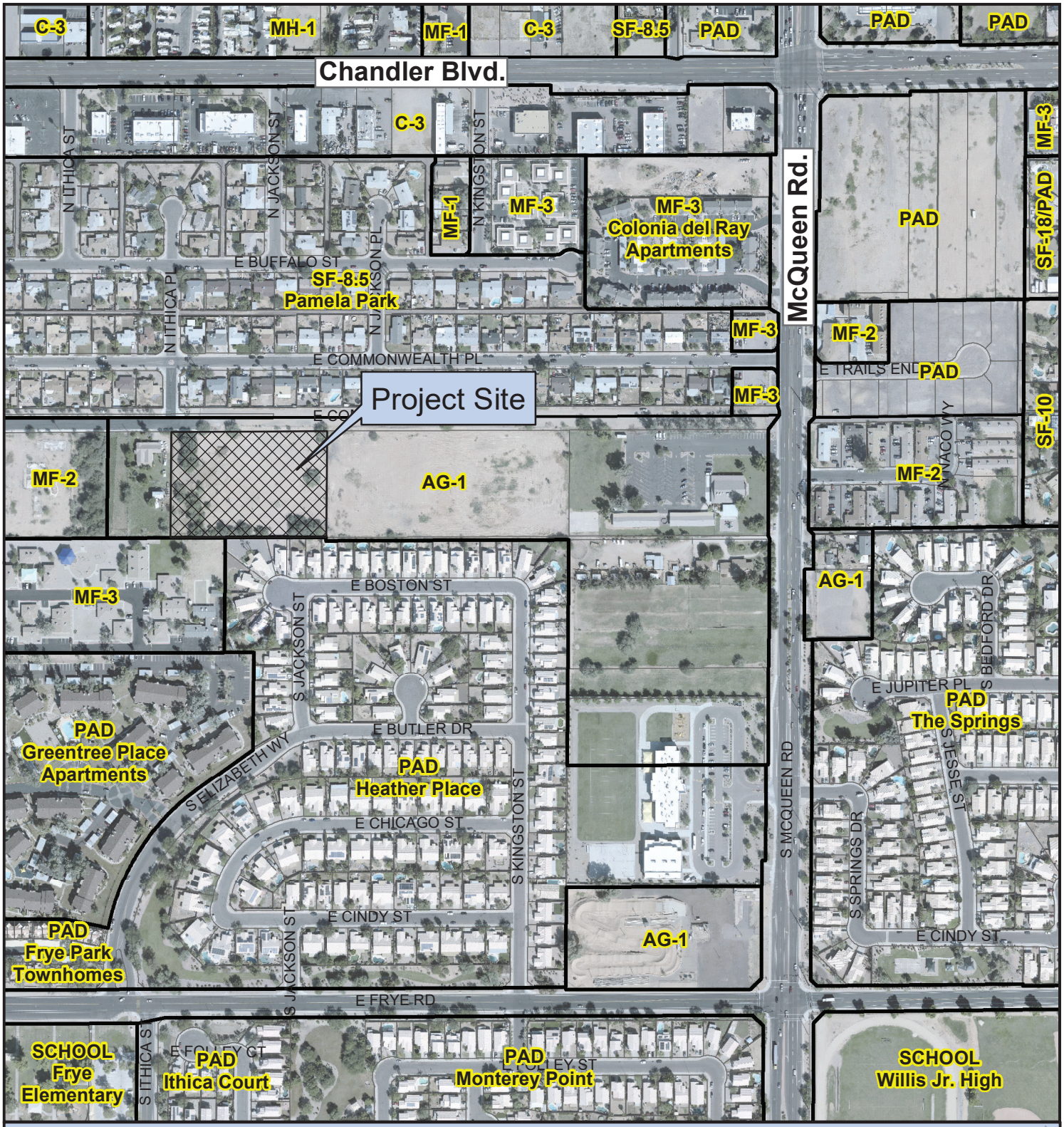
Proposed Project Details

AREA PLAN AMENDMENT/REZONE/PDP/PRE-PLAT
3.0 Acres
39 Townhome Lots
12.8 dwelling units per acre (du/ac)



Chandler Arizona
Where Values Make The Difference

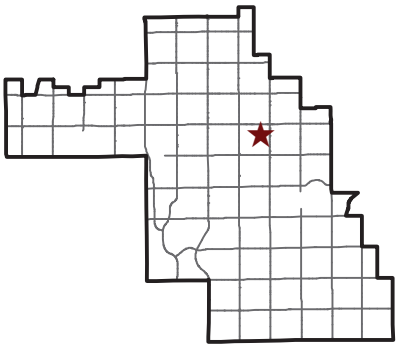
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH20-0019/PLH20-0008/PLT20-0009 Commonwealth Lofts

Proposed Project Details

AREA PLAN AMENDMENT/REZONE/PDP/PRE-PLAT
3.0 Acres
39 Townhome Lots
12.8 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:
https://gis.chandleraz.gov/planning

plant legend

botanical name
common name

trees

- QUERCUS VIRGINIANA — SOUTHERN LIVE OAK
- PISTACIA X. RED PUSH — RED PUSH PISTACHE
- TIPUANA TIPU — TIPU TREE
- ULMUS PARVIFOLIA — EVERGREEN ELM

shrubs

- BOUGAINVILLEA 'LA JOLLA' — LA JOLLA BOUGAINVILLEA
- BOUGAINVILLEA X BUTTIANA 'ORANGE KING' — 'ORANGE KING BOUGAINVILLEA
- BOUGAINVILLEA 'ROYAL PURPLE' — ROYAL PURPLE BOUGAINVILLEA
- EREMOPHILA GLABRA SP. CARNOSA 'WINTER BLAZE' — WINTER BLAZE EREMOPHILA
- LEUCOPHYLLUM CANDIDUM — THUNDER CLOUD
- LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' — GREEN CLOUD SAGE
- OLEA EUROPAEA 'LITTLE OLLIE' — LITTLE OLLIE DWARF OLIVE
- RUSSELIA EQUISETIFORMIS — CORAL FOUNTAIN
- TECOMA ALATA — ORANGE JUBILEE
- TECOMA STANS — YELLOW BELLS

accents

- DASYLIRION WHEELERI — DESERT SPOON
- HESPERALOE FUNIFERA — GIANT HESPERALOE
- HESPERALOE PARVIFLORA — RED YUCCA

groundcover

- ACACIA REDOLENS — DESERT CARPET
- LANTANA 'DALLAS RED' — RED LANTANA
- LANTANA MONTEVIDENSIS — PURPLE LANTANA
- LANTANA 'NEW GOLD' — NEW GOLD LANTANA
- SPHAGNETICOLA TRILOBATA — YELLOW DOT
- TURF - HYBRID BERMUDA
- TURF - HYBRID BERMUDA

inerts

- DECOMPOSED GRANITE — EXPRESS BROWN
- CONCRETE HEADER — EXTRUDED CONCRETE

NORTH
NOT TO SCALE

DESIGN ETHIC
LLC
LANDSCAPE ARCHITECTURE
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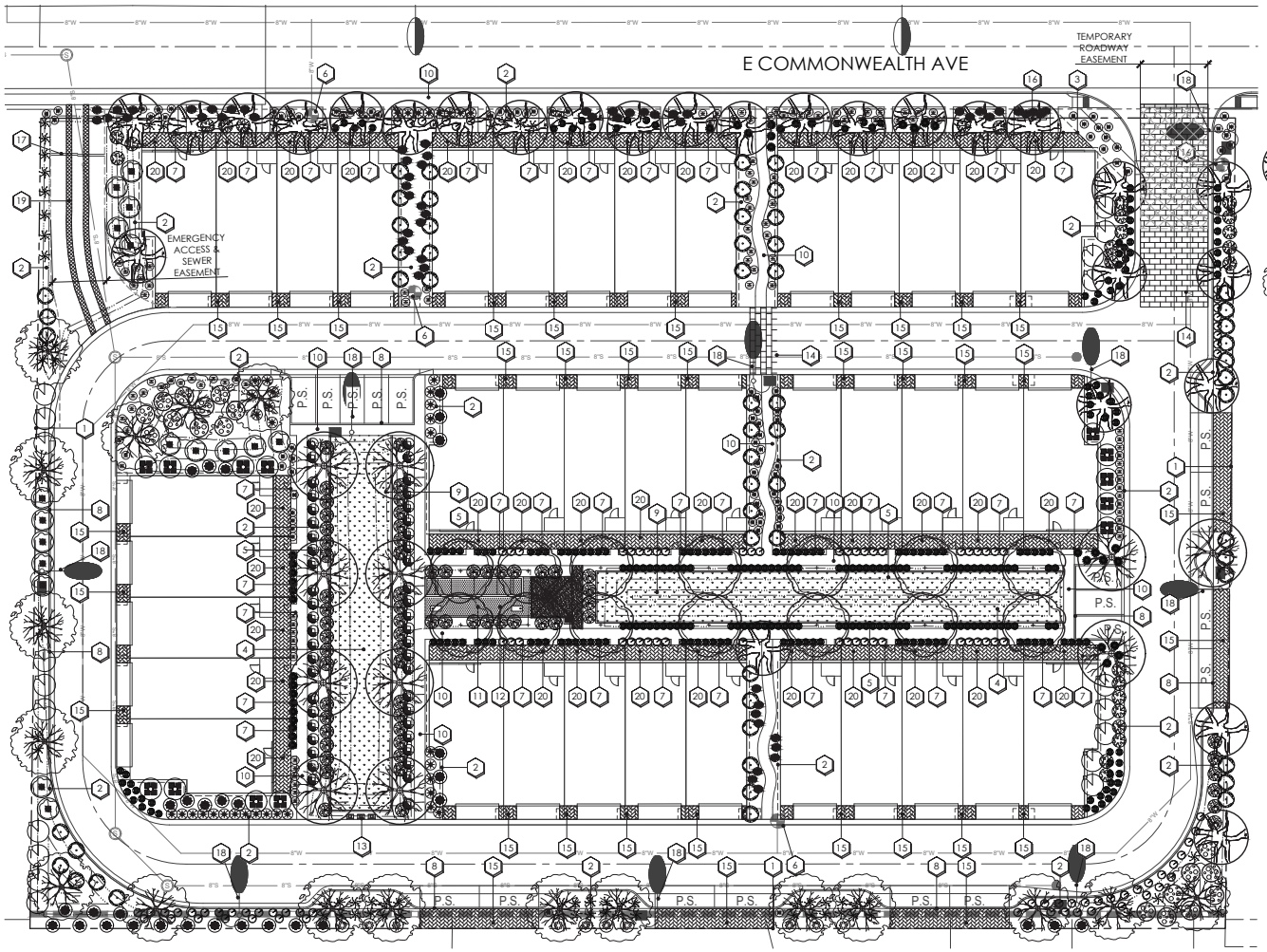
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT:
699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

SHEET TITLE:

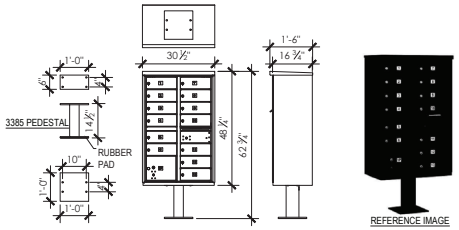
JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 09.29.2020
REVISED:

SHEET
RENDERING



planting key notes

1. PROPERTY LINE / RIGHT OF WAY LINE
2. DECOMPOSED GRANITE IN ALL PLANTING AREAS
3. SITE VISIBILITY TRIANGLE. MAXIMUM MATURE PLANT MATERIAL HEIGHT IN THE SIGHT VISIBILITY TRIANGLES IS 24 INCHES
4. TURF. SEE PLANTING LEGEND.
5. CONCRETE HEADER. SEE SHEET L, DETAIL.
6. FIRE HYDRANT -3'-0" CLEAR OF ALL PLANT MATERIAL
7. 3'-0" CMU PATIO WALL. SEE DETAIL "A" ON SHEET L.05
8. CURB. SEE CIVIL ENG. PLANS.
9. STORMWATER RETENTION. SEE CIVIL ENG. PLANS.
10. 4'-0" SIDEWALK
11. PROPOSED AMENITY AREA. SEE SHEET L.05 FOR DETAILS
12. ARTIFICIAL TURF
13. 13 DOOR MAILBOX W/ PARCEL LOCKER ON PEDESTAL SALSBURY INDUSTRIES CLUSTER BOX UNIT MODEL #3313 SEE DETAIL "A" ON SHEET L.02
14. STAMPED ASPHALT PEDESTRIAN CROSSING
15. AREA FOR CONCRETE PAVERS. SEE DETAILS "A" & "B" ON SHEET L.03
16. 2'-8" ENTRY MONUMENT SIGN SEE DETAIL "D" ON SHEET L.05
17. CRASH GATE. SEE SITE PLAN.
18. SITE LIGHTING. SEE ARCH. PLANS.
19. 2'-0" WIDE TURFLOCK PAVER BAND FOR FIRETRUCK ACCESS. SEE DETAIL "C" ON SHEET L.03
20. BELGARD CONCRETE PAVERS AT PATIO AREA. SEE DETAILS "A" & "B" ON SHEET L.03



A SALSBURY INDUSTRIES CLUSTER BOX UNIT MODEL #3313

SCALE: 1/2" = 1'-0"

plant legend

botanical name / common name	emitters	size	qty	comments
trees				
QUERCUS VIRGINIANA SOUTHERN LIVE OAK	(6 @ 2.0 GPH)	24" BOX	14	STAKE IN PLACE
PISTACIA X. RED PUSH RED PUSH PISTACHE	(6 @ 2.0 GPH)	24" BOX	27	STAKE IN PLACE
TIPUANA TIPU TIPU TREE	(6 @ 2.0 GPH)	24" BOX	11	STAKE IN PLACE
ULMUS PARVIFOLIA EVERGREEN ELM	(6 @ 2.0 GPH)	24" BOX	18	STAKE IN PLACE
shrubs				
BOUGAINVILLEA 'LA JOLLA' LA JOLLA BOUGAINVILLEA	(1 @ 1.0 GPH)	5 GAL.	10	
BOUGAINVILLEA X BUTTIANA 'ORANGE KING' 'ORANGE KING BOUGAINVILLEA	(1 @ 1.0 GPH)	5 GAL.	31	
BOUGAINVILLEA 'ROYAL PURPLE' ROYAL PURPLE BOUGAINVILLEA	(1 @ 1.0 GPH)	5 GAL.	58	
EREMOPHILA GLABRA SP. CARNOSA 'WINTER BLAZE' WINTER BLAZE EREMOPHILA	(1 @ 1.0 GPH)	5 GAL.	47	
LEUCOPHYLLUM CANDIDUM THUNDER CLOUD	(1 @ 1.0 GPH)	5 GAL.	107	
LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' GREEN CLOUD SAGE	(1 @ 1.0 GPH)	5 GAL.	17	
OLEA EUROPAEA 'LITTLE OLLIE' LITTLE OLLIE DWARF OLIVE	(1 @ 1.0 GPH)	5 GAL.	66	
RUSSELIA EQUISETIFORMIS CORAL FOUNTAIN	(1 @ 1.0 GPH)	5 GAL.	268	
TECOMA ALATA ORANGE JUBILEE	(1 @ 1.0 GPH)	5 GAL.	13	
TECOMA STANS YELLOW BELLS	(1 @ 1.0 GPH)	5 GAL.	20	
accents				
DASYLIRION WHEELERI DESERT SPOON	(1 @ 1.0 GPH)	5 GAL.	26	
HESPERALOE FUNIFERA GIANT HESPERALOE	(1 @ 1.0 GPH)	5 GAL.	72	
HESPERALOE PARVIFLORA RED YUCCA	(1 @ 1.0 GPH)	5 GAL.	38	
groundcover				
ACACIA REDOLENS DESERT CARPET	(1 @ 1.0 GPH)	1 GAL.	18	
LANTANA 'DALLAS RED' RED LANTANA	(1 @ 1.0 GPH)	1 GAL.	60	
LANTANA MONTEVIDENSIS PURPLE LANTANA	(1 @ 1.0 GPH)	1 GAL.	99	
LANTANA 'NEW GOLD' NEW GOLD LANTANA	(1 @ 1.0 GPH)	1 GAL.	84	
SPHAGNETICOLA TRILOBATA YELLOW DOT	(1 @ 1.0 GPH)	1 GAL.	38	
TURF - HYBRID BERMUDA			6,389 S.F.	
ARTIFICIAL TURF NUTMEG EZ TURF			496 S.F.	
inerts				
DECOMPOSED GRANITE EXPRESS BROWN		1" MINUS	29,129 S.F.	2" MINIMUM IN ALL PLANTERS
CONCRETE HEADER EXTRUDED CONCRETE		4" X 6"	705 L.F.	
BELGARD HOLLAND STONE HERRINGBONE PATTERN 50% GRAPHITE / 50% RIO			10,088 S.F.	

NORTH

0' 20' 40' 60'

SCALE: 1" = 20'-0"

DESIGN ETHIC
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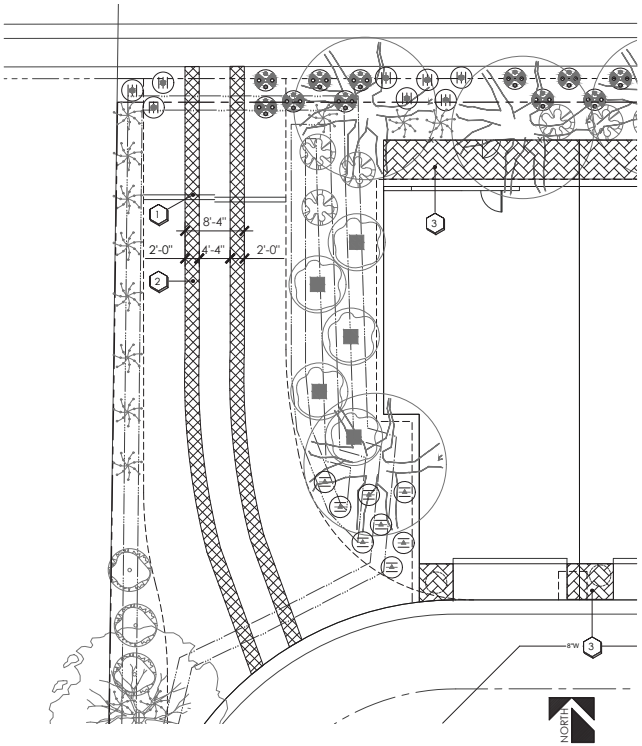
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT: 699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

SHEET TITLE: PLANTING PLAN

JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 02.10.2021
REVISED:

SHEET L.02 of L.06



firetruck access ▫ see sheet l.02

SCALE: 1/8" = 1'-0"

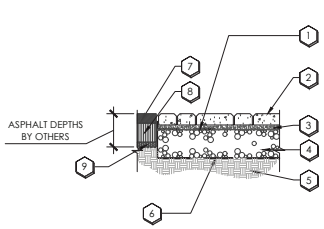
SCALE: 1/8" = 1'-0"

paver key notes

1. CRASH GATE. SEE DETAIL 'E' ON SHEET L.05
2. 2'-0" STRIP TURF BLOCK PAVERS SEE DETAIL 'C' ON THIS SHEET
3. BELGARD HOLLANDSTONE PAVERS (TYP.) 50% RIO BLEND / 50% GRAPHITE BLEND SEE DETAILS 'A' & 'B' ON THIS SHEET.

GRAPHITE BLEND

RIO BLEND

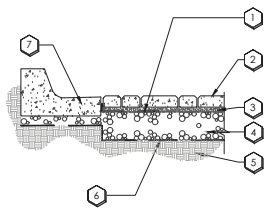


1. 12" WIDE GEOTEXTILE ALONG PERIMETER TURN UP AT CURB (DO NOT COVER TOP OF BASE)
2. 80MM THICKNESS HOLLAND STONE CONCRETE PAVER IN HERRINGBONE PATTERN
3. 1" TO 1-1/2" BEDDING SAND
4. 6" MIN. DEPTH COMPACTED AGGREGATE BASE
5. COMPACTED SOIL SUBGRADE
6. GEOTEXTILE AS REQUIRED TURN UP AT SIDES TO COVER BASE
7. ASPHALT SURFACE COURSE
8. ASPHALT BASE COURSE
9. PRIME COAT

A CONCRETE PAVER ADJACENT TO ASPHALT

CONTRACTOR TO SUBMIT PAVER SAMPLES TO OWNERS REP FOR APPROVAL PRIOR TO INSTALLATION

SCALE: 1" = 1'-0"



1. 12" WIDE GEOTEXTILE ALONG PERIMETER TURN UP AT CURB (DO NOT COVER TOP OF BASE)
2. 80MM THICKNESS HOLLAND STONE CONCRETE PAVER IN HERRINGBONE PATTERN
3. 1" TO 1-1/2" BEDDING SAND
4. 6" MIN. DEPTH COMPACTED AGGREGATE BASE
5. COMPACTED SOIL SUBGRADE
6. GEOTEXTILE AS REQUIRED TURN UP AT SIDES TO COVER BASE
7. CAST IN PLACE CONCRETE CURB PER LOCAL STANDARDS BY OTHERS

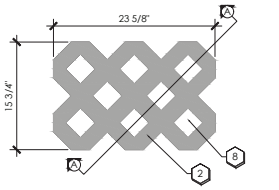
B CONCRETE PAVER ADJACENT TO CONCRETE CURB

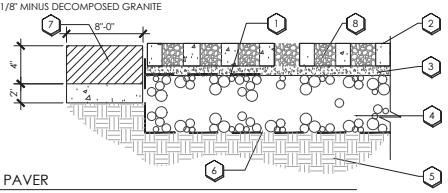
CONTRACTOR TO SUBMIT PAVER SAMPLES TO OWNERS REP FOR APPROVAL PRIOR TO INSTALLATION

SCALE: 1" = 1'-0"

KEYNOTES:

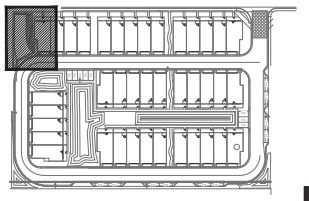
1. 12" WIDE GEOTEXTILE ALONG PERIMETER TURN UP AT CURB (DO NOT COVER TOP OF BASE)
2. 2-3/8" MIN. THICKNESS TURFBLOCK PAVER
3. 1" TO 1-1/2" BEDDING SAND
4. 6" MIN. DEPTH COMPACTED AGGREGATE BASE
5. COMPACTED SOIL SUBGRADE
6. GEOTEXTILE AS REQUIRED TURN UP AT SIDES TO COVER BASE
7. 8" X 4" PAVER HEADER ON 2" CONCRETE SLURRY. EDGES TO BE CLEAN AND FLUSH WITH BRICK EDGE FACING.
8. FILL VOIDS WITH 1/8" MINUS DECOMPOSED GRANITE





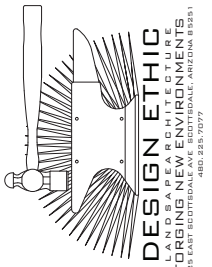
C TURFBLOCK PAVER

NOT TO SCALE



paver key map

not to scale



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PROJECT:

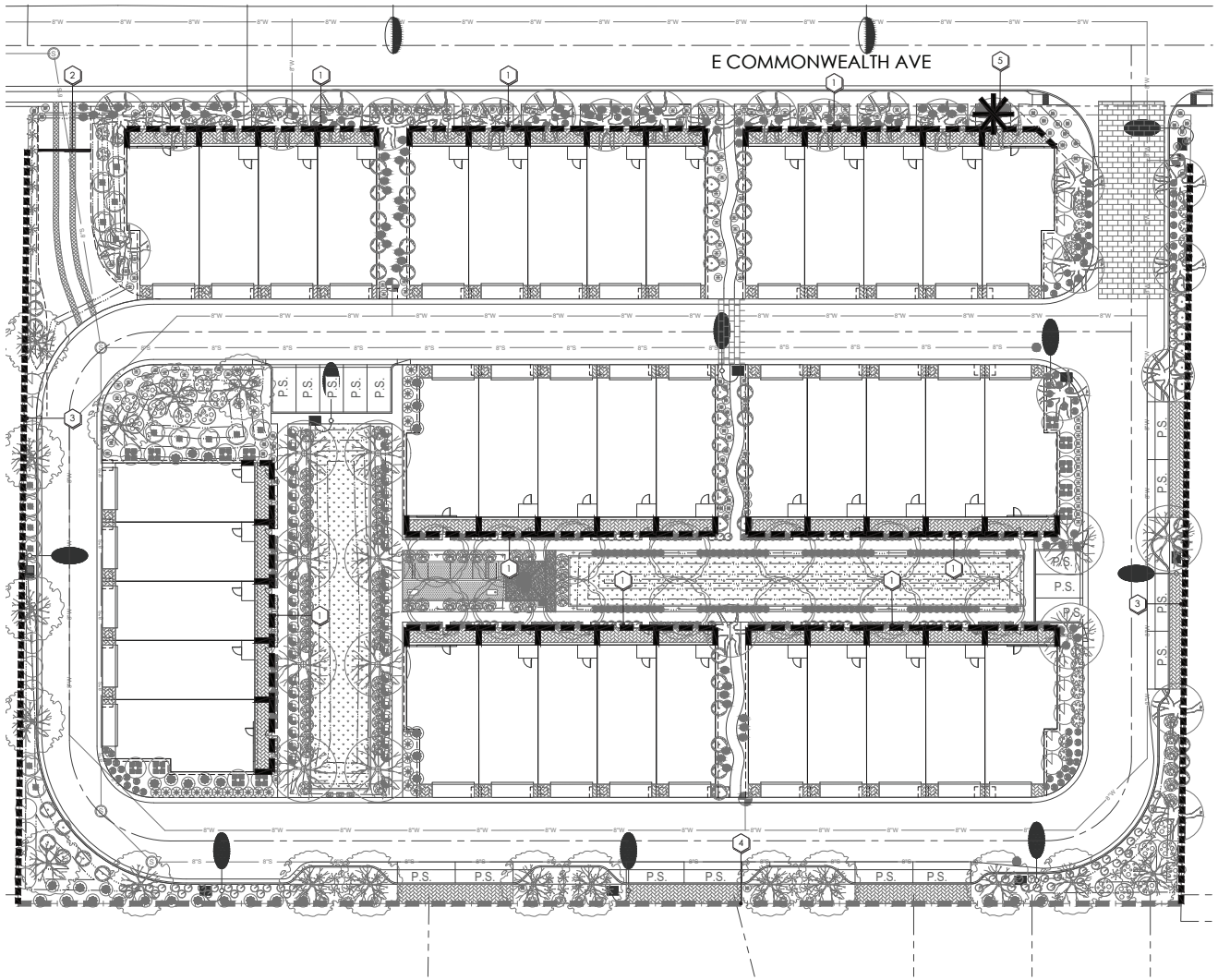
699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

SHEET TITLE:

PAVER PLAN

JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 02.10.2021
REVISED:

SHEET
L.03 of L.06



wall key notes

1. 3'-0" HIGH PATIO WALL SEE SHEET L.05, DETAIL 'A'.
2. CRASH GATE CHARACTER. PERMIT BY OTHERS. SEE SHEET L.05 DETAILS 'B'.
3. 6'-0" HIGH DOOLEY WALL SEE SHEET L.05, DETAIL 'C'.
4. EXISTING 6'-0" HIGH DOOLEY WALL
5. PROPOSED SIGN MONUMENT WALL. SEE SHEET L.05, DETAIL 'D'.

NORTH

0' 20' 40' 60'

SCALE: 1" = 20'-0"

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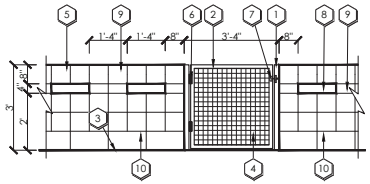
PROJECT:
699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

SHEET TITLE:
WALL PLAN

JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 02.10.2021
REVISED:

SHEET
L.04 of L.06

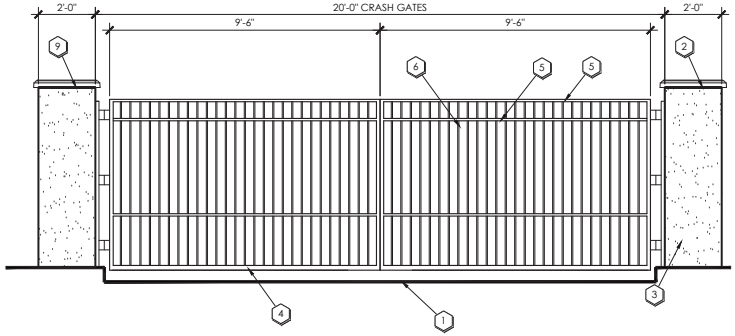


key notes

1. 2" X 2" STEEL POSTS 14 GUAGE W/ CAST IRON FLAT CAP.
2. 2" X 2" SQ. TUBULAR STEEL RAIL
3. FINISH GRADE
4. 2" x 2" x .125" WELDED WIRE MESH
5. 6" X 8" X 16" SCORED CMU BLOCK
6. SPRING LOADED HINGES (TYP.)
7. SELF LOCKING LATCH @ 54" ABOVE FINISH GRADE W
8. 4"X16" OPENING
9. 6" X 4" X 16" SCORED CMU BLOCK
10. 6" X 8" X 16" CMU BLOCK

A 36" PATIO SCREEN WALL W/ WELDED WIRE MESH GATE

SCALE: 1/2" =1'-0"



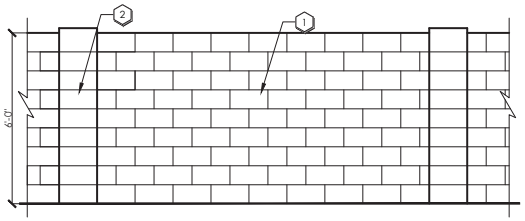
key notes

1. FINISH GRADE
2. MESA PRECAST PC-28 CAP
3. 2'-0"" X 2'-0"" WALL PILASTER STUCCO TO MATCH HOMES
4. 2" X 2" SQ. TUBULAR STEEL RAIL
5. 1" X 1" SQ. TUBULAR STEEL RAIL
6. 3/4" X 3/4" SQ. TUBULAR STEEL PICKETS AT 3-3/4" O.C. MAXIMUM SPACING

B CRASH GATE ELEVATION

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

SCALE: 1/2" = 1'-0"



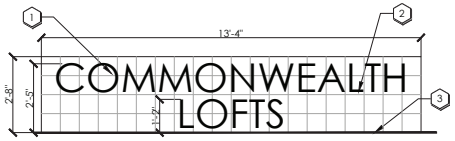
key notes

1. 4"X8"X16" CMU BLOCK WALL COLOR: STANDARD GRAY
2. 8"X8"X16" H-BLOCK COLUMNS 11'-4" O.C.

C 4" X 8" X 16" DOOLEY WALL W/ 8"X8"X16" H BLOCK COLUMNS

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

SCALE: 1/2" = 1'-0"



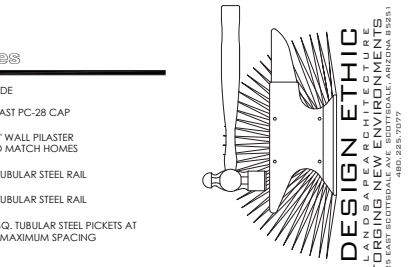
key notes

1. 12" PIN MOUNTED STEEL LETTERS TO BE PIN MOUNTED & PAINTED BLACK WITH BACKLIGHTING. CENTURY GOTHIC FONT.
2. 8" X 8" X 16" SCORED BLOCK PAINT TO MATCH ESTABLISHED COMMUNITY THEME WALL COLORS.
4. FINISHED GRADE

D SIGN MONUMENT WALL

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

SCALE: 1/2" = 1'-0"



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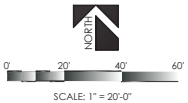
(OUTSIDE MARICOPA COUNTY)

PROJECT:
699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

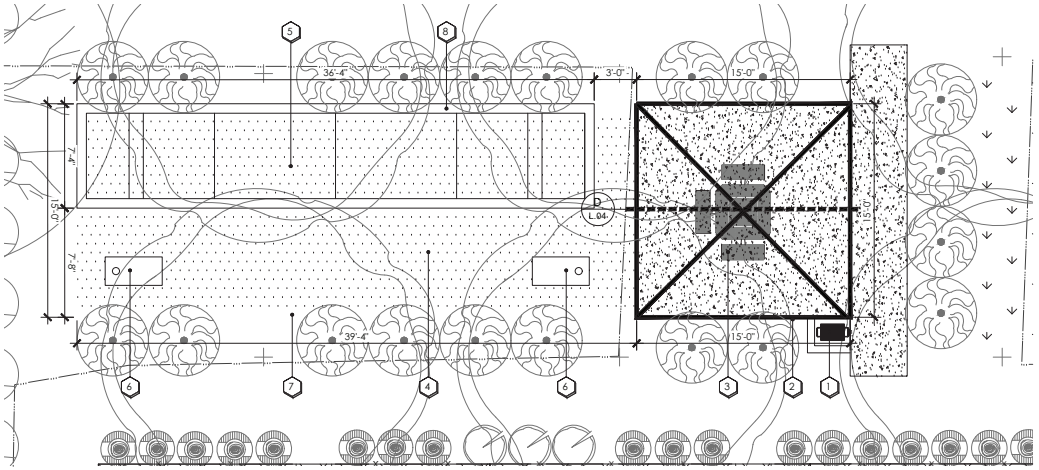
SHEET TITLE:
WALL PLAN

JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 02.10.2021
REVISED:



SCALE: 1" = 20'-0"

SHEET
L.05 of L.06



amenity area "a" - see sheet L.02

SCALE: 1/4" = 1'-0"

open space key notes

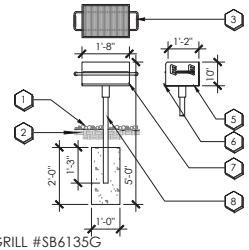
1. KAY PARK BBQ -SEE - 'A' THIS SHEET.
2. 15' X 15' AMERICANA NAVAJO RAMADA SEE DETAILS 'C' & 'D' ON THIS SHEET
3. WABASH ADA ACCESSIBLE TABLE; SEE DETAIL 'B' ON THIS SHEET
4. NUTMEG LUSH ARTIFICIAL TURF
5. BOCCE BALL COURT WITH CONCRETE HEADER
6. PLASTIC CORNHOLE BOARD ATTACHED TO INGROUND MOUNTED STEEL RAILS
7. 6" CONCRETE HEADER
8. 8" CONCRETE HEADER

SCALE: 1/4" = 1'-0"

key notes

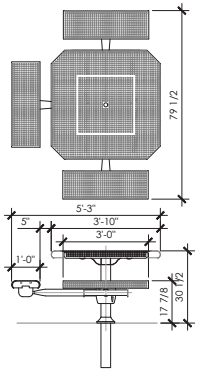
1. PIT RUN ROCK.
2. COMPACTED SUBGRADE.
3. SPRING HANDLE
4. 5/8" ROD HANDLE
5. CONT. WELD
6. 1" ASH LIP
7. ENTIRE UNIT 3/16" STEEL
8. 3.5" O.D. GALV. TUBE

NOTE: UNIT WILL BE KAY PARK GRILL #SB16-3.5 OR APPROVED EQUAL.



A KAY PARK PEDESTAL GRILL #SB6135G

SCALE: 1/2" = 1'-0"

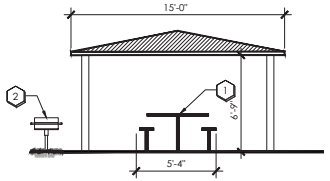


NOTES:
1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.

B WABASH PORTAGE COLLECTION 46 ACCESSIBLE ADA #PODP611

SCALE: 1/2" = 1'-0"

C RAMADA CHARACHTER



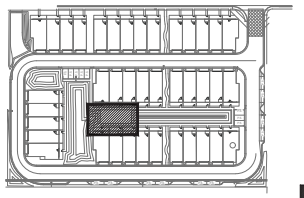
key notes

1. PICNIC TABLE
2. BBQ; DETAIL 'A' & 'C' ON THIS SHEET

NOTES:
1. *PREFABRICATED AMERICANA 15'x15' NAVAJO SHELTER. TAN ROOF.*
2. *OWNER TO SELECT COLOR.*
3. *CONTRACTOR TO FOLLOW MANUFACTURER'S SPECS FOR INSTALLATION.*

D AMERICANA NAVAJO PREFABRICATED RAMADA

SCALE: 1/4" = 1'-0"



amenity key map

not to scale

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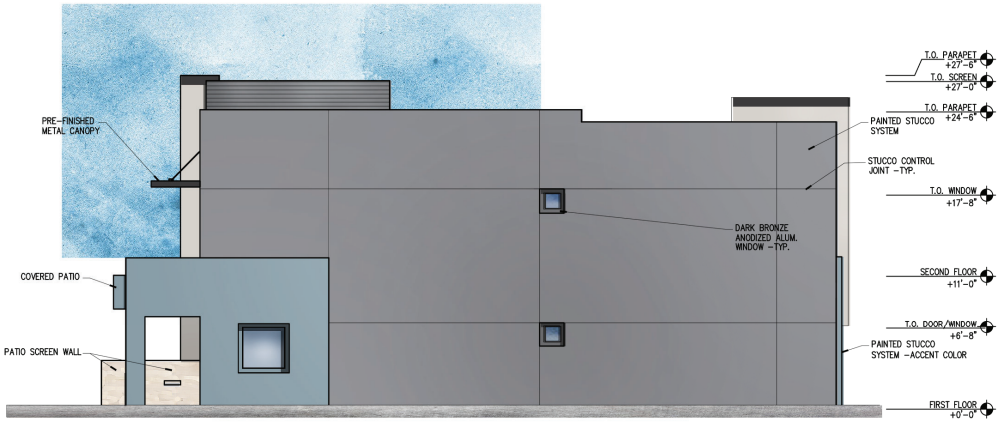
PROJECT:
699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

SHEET TITLE:
OPEN SPACE AMENITY PLAN

JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 02.10.2021
REVISED:

SHEET
L.06 of L.06



2 LEFT SIDE ELEVATION
3/16" = 1'-0"

1 FRONT ELEVATION
3/16" = 1'-0"

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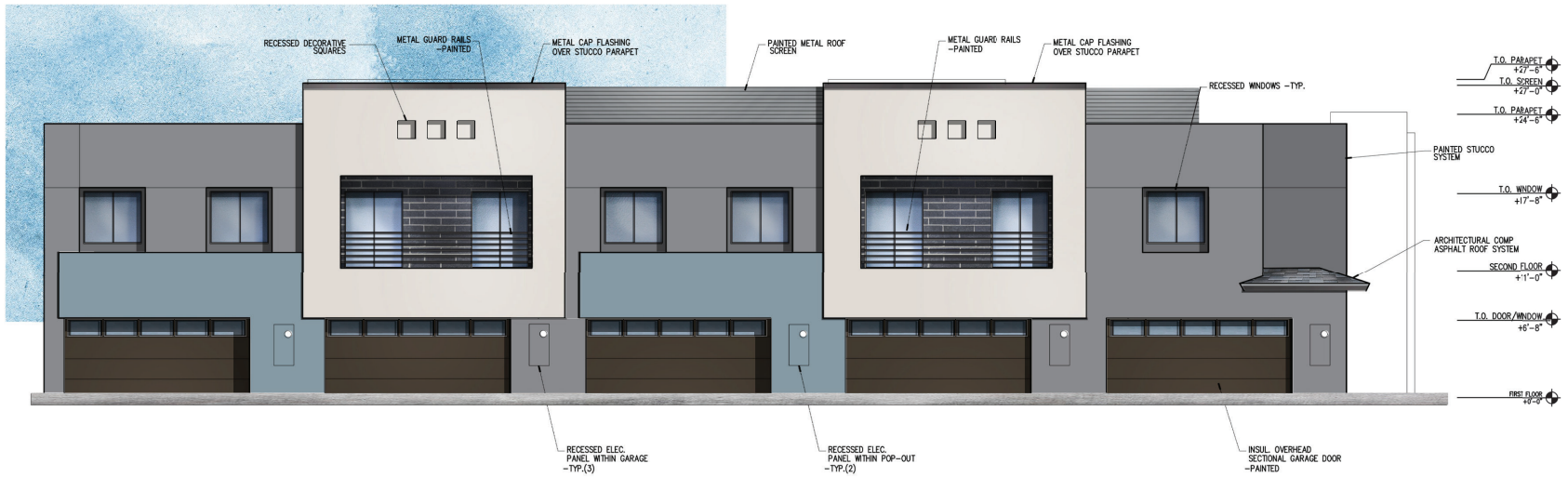
reviewed by: MCM
project no.: 1954
date: 07.22.2020
seal:

Expires 12.31.2020

EXTERIOR ELEVATIONS

A510

4 RIGHT SIDE ELEVATION
3/16" = 1'-0"



3 REAR ELEVATION
3/16" = 1'-0"

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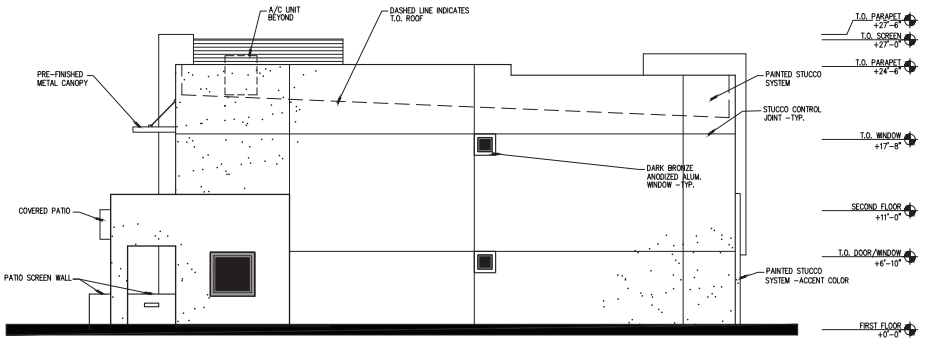
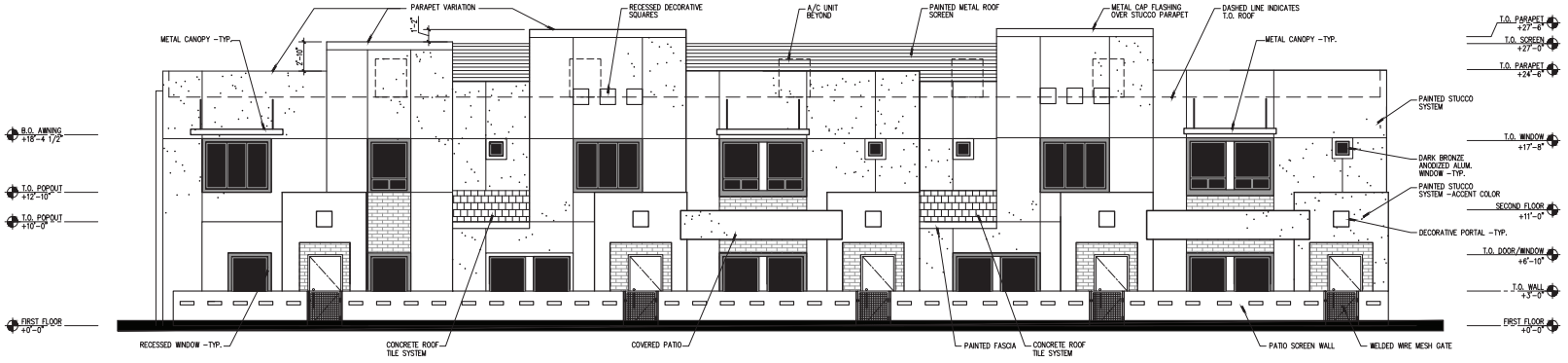
EXTERIOR ELEVATIONS

A511



2 LEFT SIDE ELEVATION
3/16" = 1'-0"



1 FRONT ELEVATION
3/16" = 1'-0"

COMMONWEALTH TOWNHOMES
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seal:	

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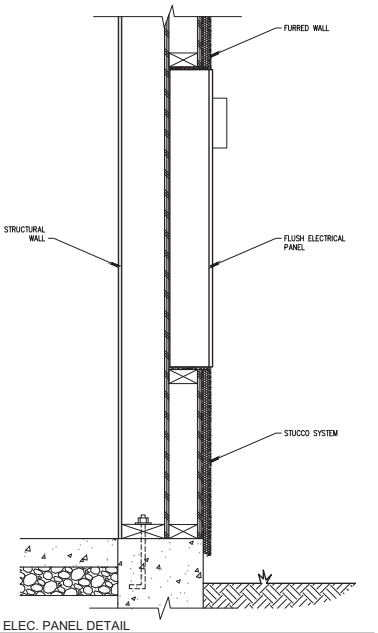
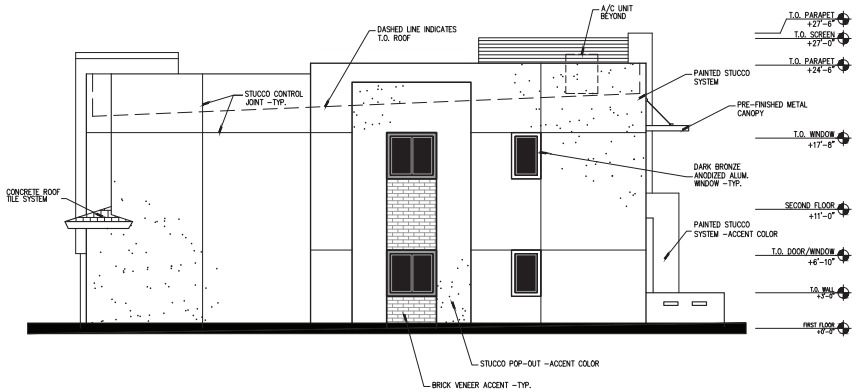
EXTERIOR ELEVATIONS

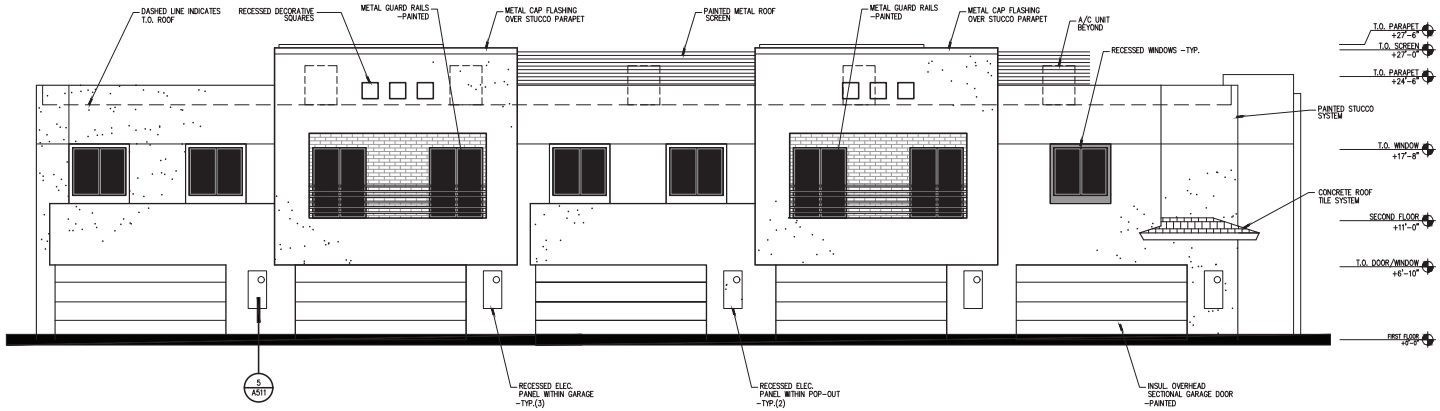
A510



5 ELEC. PANEL DETAIL
1 1/2" = 1'-0"



4 RIGHT SIDE ELEVATION
3/16" = 1'-0"



3 REAR ELEVATION
3/16" = 1'-0"

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project no.:	1954
date:	11.12.2020

seal:

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EXTERIOR ELEVATIONS

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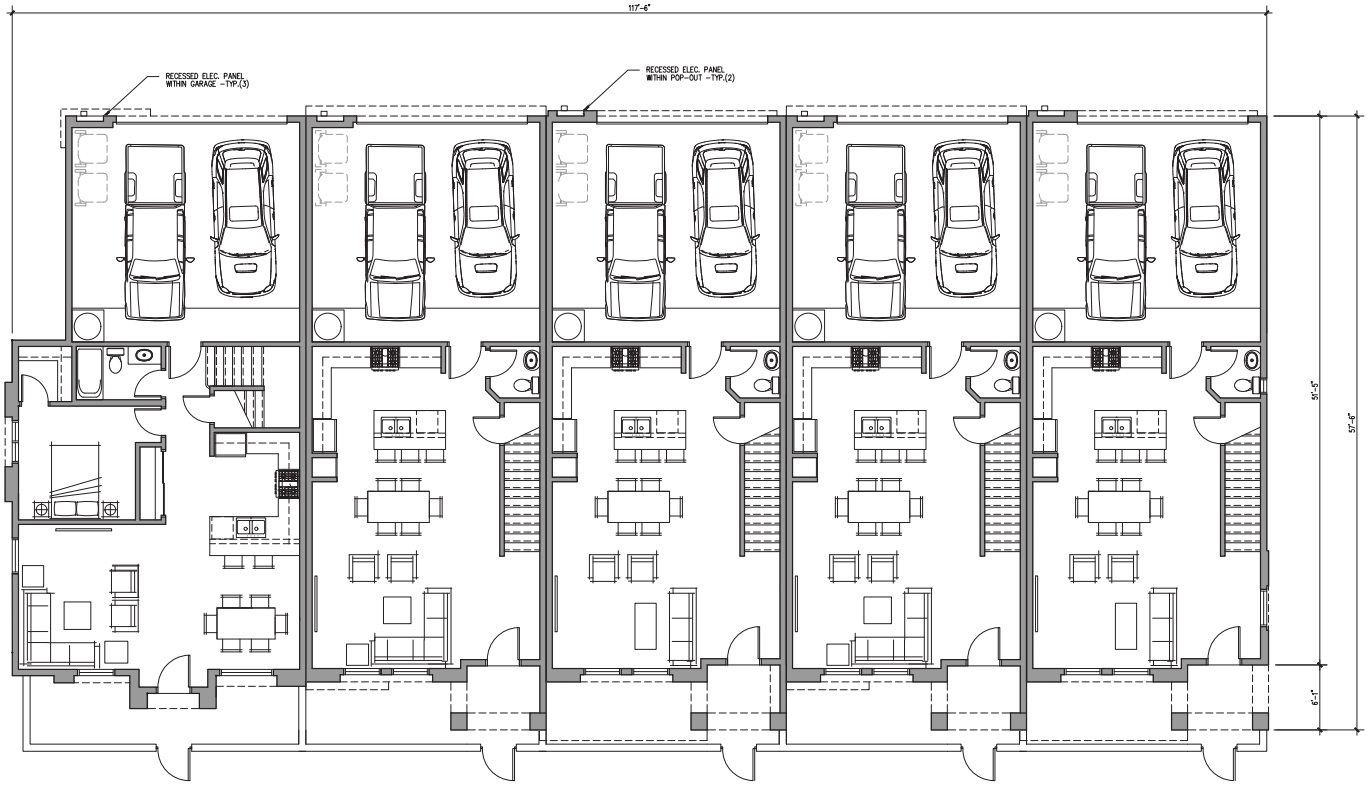

1 TYPICAL FIRST LEVEL TOWNHOME GROUP
3/16" = 1'-0"

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project no.: 1954
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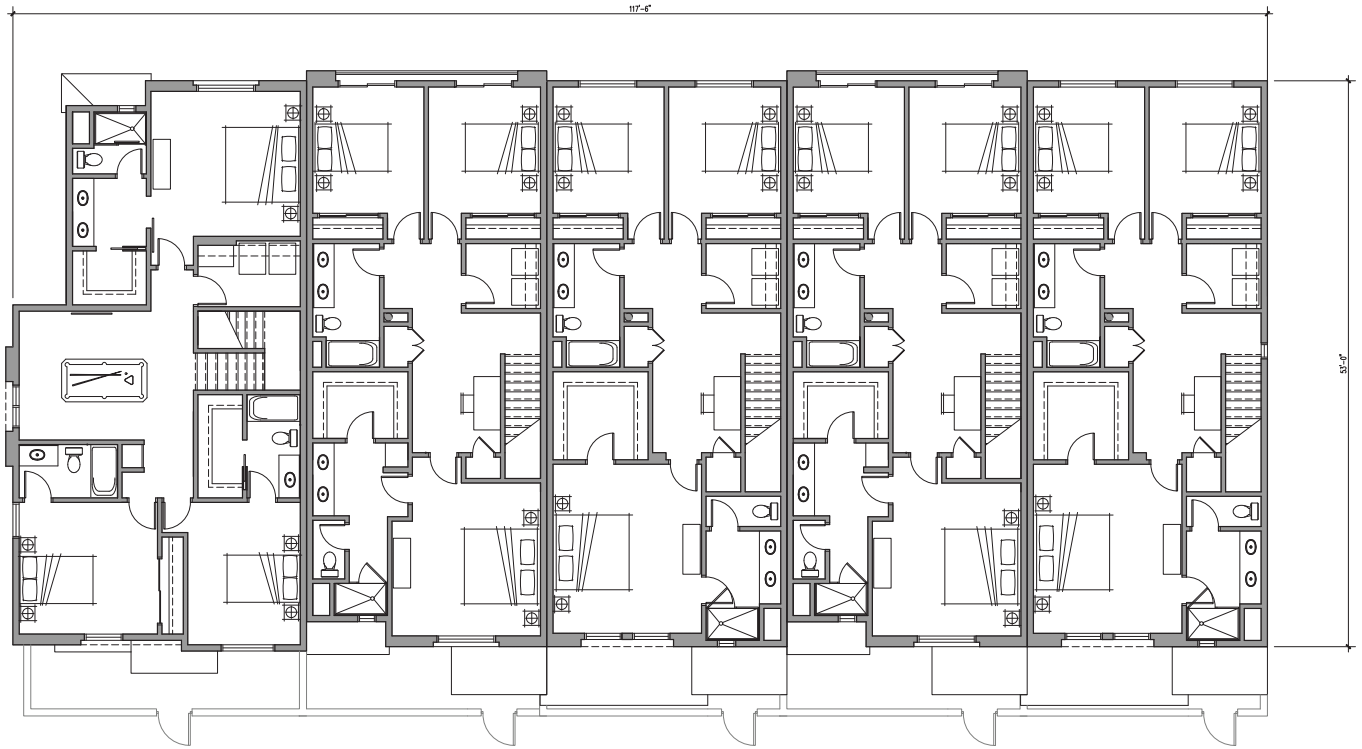
seal:

37020
MICHAEL CHRISTOPHER MARCH
REGISTERED ARCHITECT
STATE OF ARIZONA

Expires 12.31.2021

TYPICAL FIRST LEVEL TOWNHOME GROUP

A210



1 TYPICAL SECOND FLOOR TOWNHOME GROUP
3/16" = 1'-0"

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drawn by:	
reviewed by:	MCM
project no.:	1954
date:	11.12.2020

seal:

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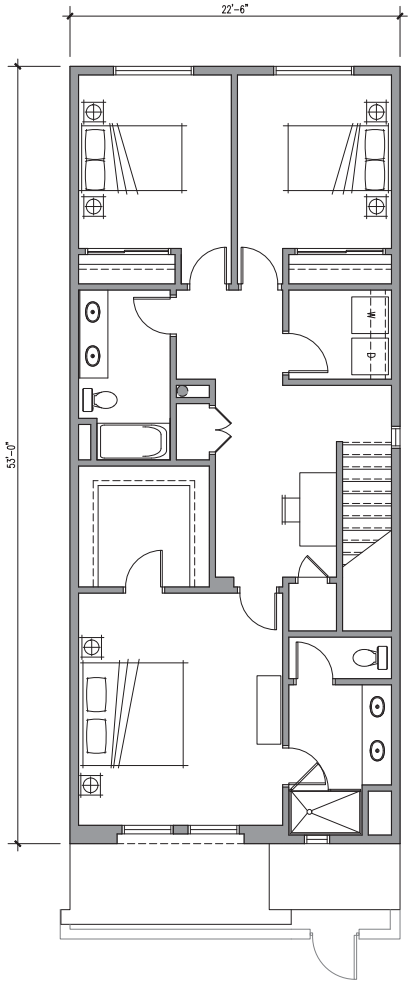
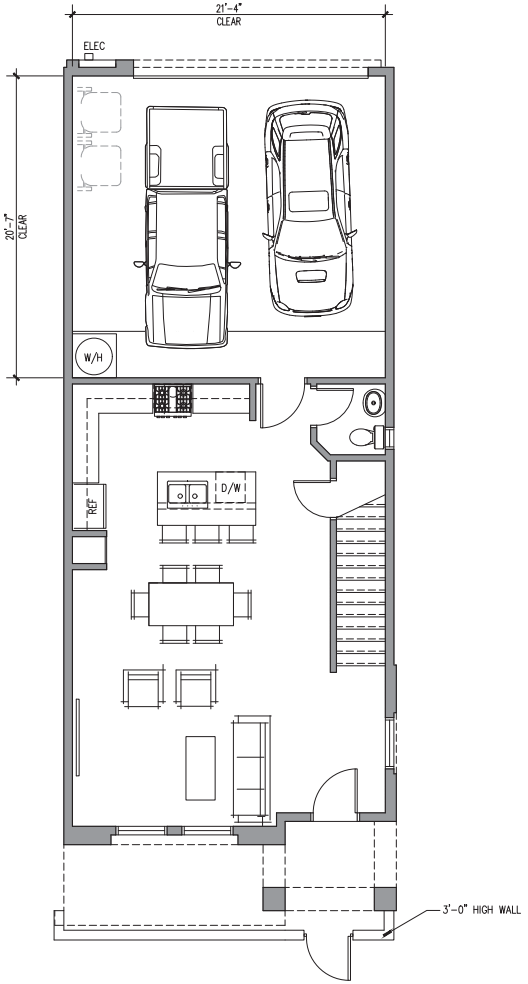
TYPICAL SECOND FLOOR TOWNHOME GROUP

A211



2 SECOND LEVEL PLAN -UNIT A
1/4" = 1'-0"



1 FIRST LEVEL PLAN -UNIT A
1/4" = 1'-0"

UNIT A

FIRST FLOOR	680 SF
SECOND FLOOR	1,102 SF
TOTAL	1,782 SF

COMMONWEALTH
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CHANDLER, AZ

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scottsdale arizona 85260
v: 480.900.8850
www.moderna.build

revision:

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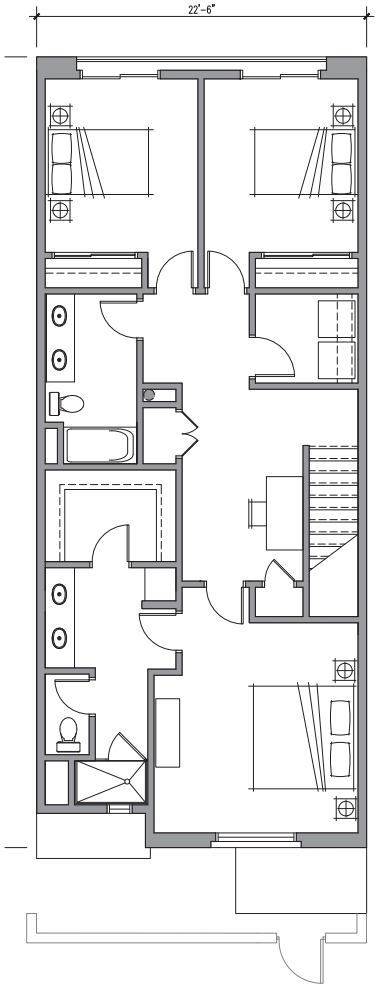
drawn by:
reviewed by: MCM
project no.: 1954
date: 11.12.2020
seal:

37020
MICHAEL CHRISTOPHER MARCH
REGISTERED ARCHITECT
STATE OF ARIZONA

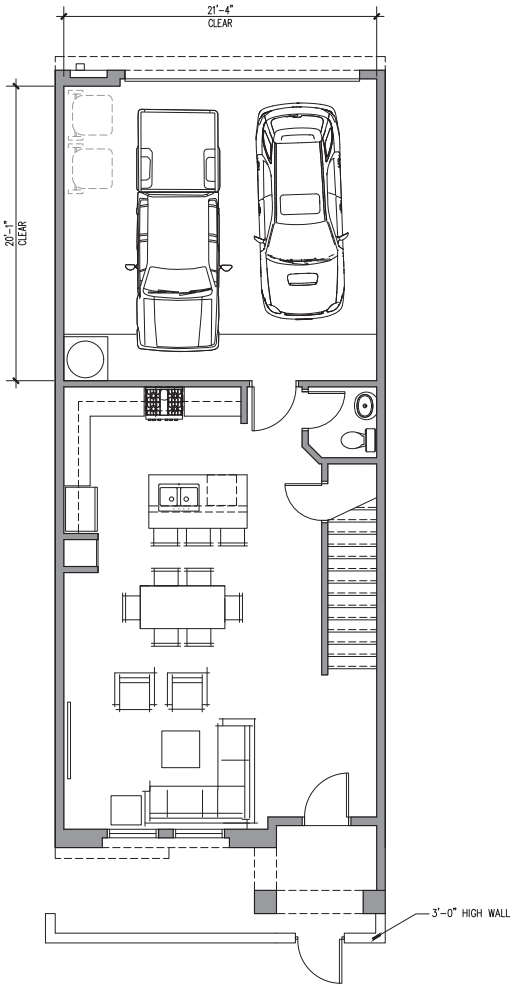
Expires 12.31.2021

UNIT A
FLOOR PLAN

A240



2 SECOND LEVEL PLAN -UNIT B
1/4" = 1'-0"



1 FIRST LEVEL PLAN -UNIT B
1/4" = 1'-0"

UNIT B

FIRST FLOOR	680 SF
SECOND FLOOR	1,120 SF
TOTAL	1,800 SF

COMMONWEALTH TOWNHOMES

CHANDLER, AZ

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drawn by:
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date:
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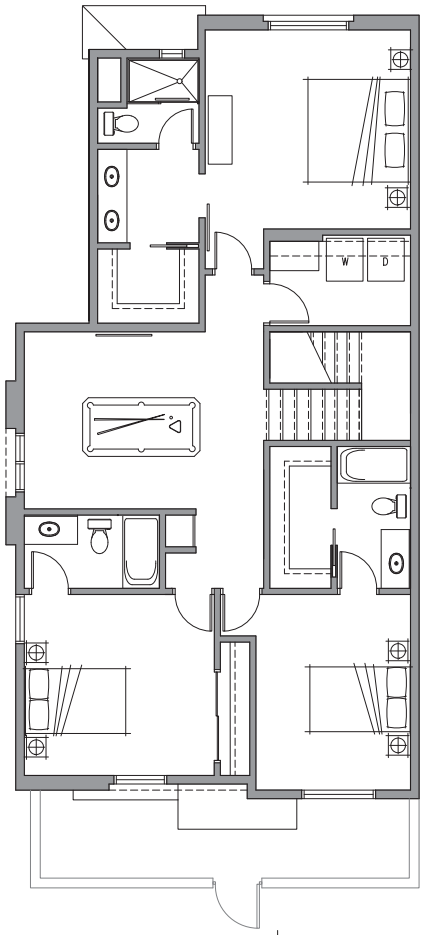
37020
MICHAEL CHRISTOPHER MARCH
REGISTERED ARCHITECT
STATE OF ARIZONA

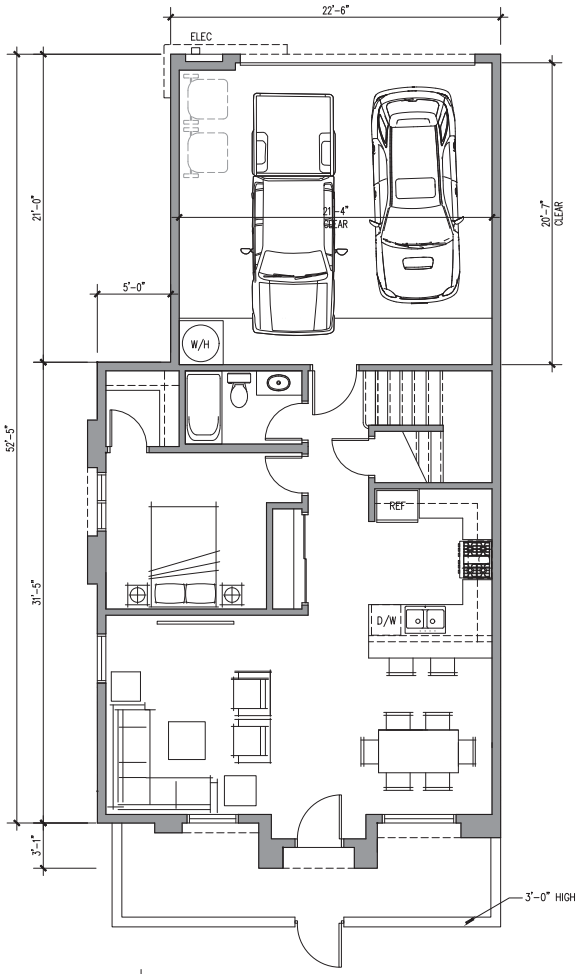
Expires 12.31.2021

UNIT B
FLOOR PLAN

A241



2 SECOND LEVEL PLAN -UNIT C
1/4" = 1'-0"



1 FIRST LEVEL PLAN -UNIT C
1/4" = 1'-0"

UNIT C

FIRST FLOOR	862 SF
SECOND FLOOR	1,252 SF
TOTAL	2,114 SF

COMMONWEALTH
TOWNHOMES
CHANDLER, AZ

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drawn by:
reviewed by: MCM
project no.: 1954
date: 11.12.2020
seal:

Expires 12.31.2021

UNIT C
FLOOR PLAN

A242

GENERAL NOTES

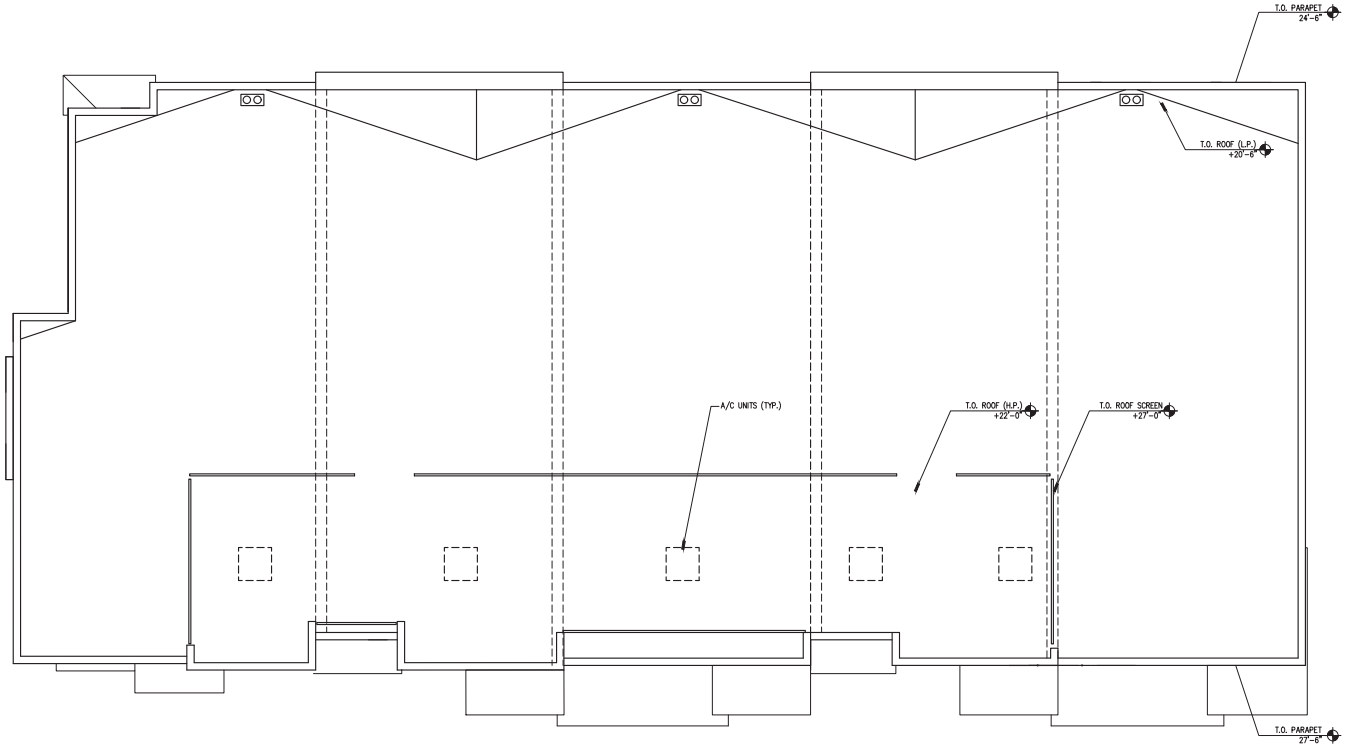
A. SEE EXTERIOR ELEVATIONS FOR ROOF AND SCREEN WALL HEIGHTS

B. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT

C. REFER TO AND COORDINATE WITH STRUCTURAL, ELECTRICAL, MECHANICAL AND PLUMBING DRAWINGS

KEY NOTES

1. ELEVATOR TOWER
2. TP ROOF SYS. – SEE SPECIFICATIONS
3. WALKWAY PADS – BY ROOF MFR.
4. LINE OF BUILDING WALL BELOW
5. MECHANICAL SCREEN
6. CUSTOM INTEGRAL ROOF GUTTER
7. A/C CONDENSER – TYP.
8. DOWNSPOUT – SEE ELEVATIONS FOR COORDINATION
9. BALCONY BELOW
10. TPO ROOF SYSTEM
11. ROOF DRAIN & OVERFLOW
12. CRICKET – AS REQUIRED
13. LINE OF EXTERIOR BUILDING WALL



1 ROOF PLAN
SCALE: 3/16" = 1'-0"

COMMONWEALTH TOWNHOMES

CHANDLER, AZ

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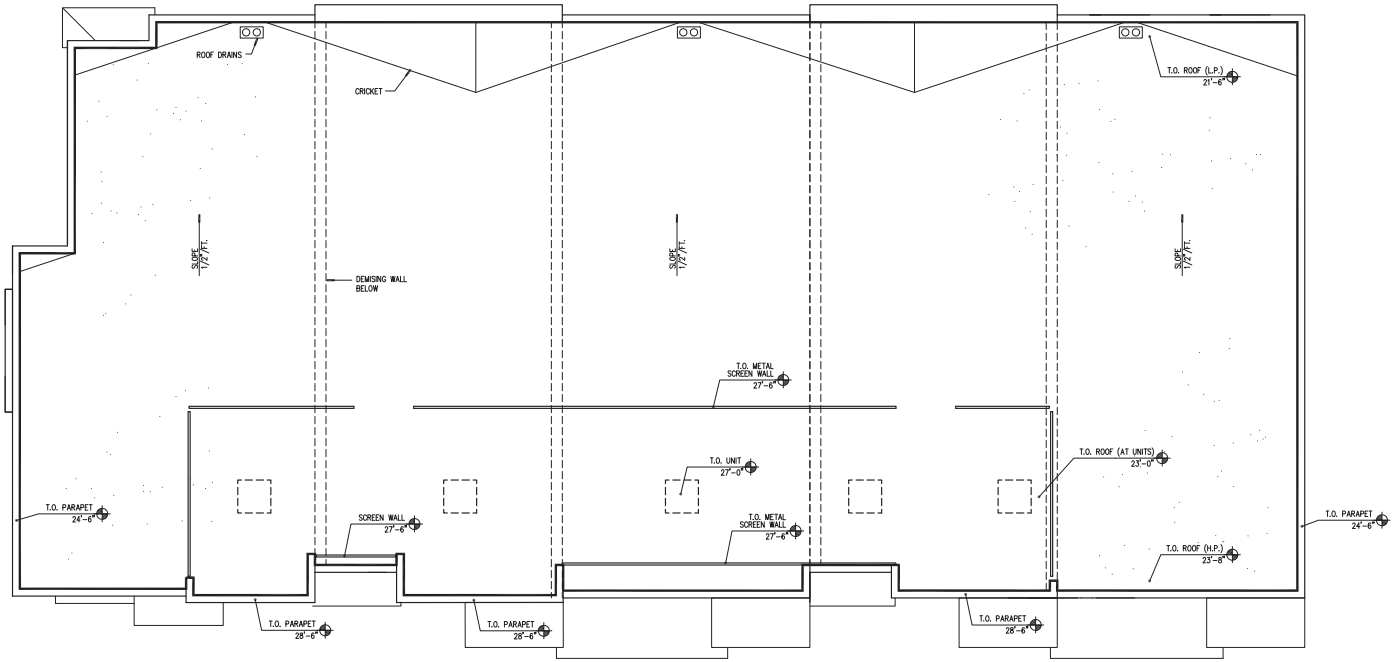
drawn by:	
reviewed by:	MCM
project no.:	1954
date:	11.12.2020

seal:

Expires 12.31.2021

ROOF PLAN

A410



1 TYPICAL ROOF PLAN
SCALE: 3/32" = 1'-0"

COMMONWEALTH TOWNHOMES

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revision:

1 REVISED ELEVATIONS 06.04.2020

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drawn by:

reviewed by:

project no.: 1954

date:

seal:

Expires 12.31.2022

TYPICAL ROOF PLAN
TOWNHOME GROUP

a7

PRELIMINARY PLAT
FOR
COMMONWEALTH LOFTS

LOCATED IN A PORTION OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA.

OWNER
ZS COMMONWEALTH, LLC
MICHAEL ZERBIB
5124 E PALOMINO RD,
PHOENIX AZ 85018
PHONE: (602) 677-2641
EMAIL: MIKE@ZERBIBS.COM

DEVELOPER
BRIGHTON BROKERAGE & DEVELOPMENT LLC
753 N. 39th CIR.
MESA, AZ 85205
CONTACT: DOUG SWEENEY
PHONE: (602) 451-7601
EMAIL: DOUGASWEENEY@GMAIL.COM

ENGINEER
D & M ENGINEERING
ATTN: DURAN THOMPSON, P.E.
1020 EAST GILBERT DRIVE, SUITE D
TEMPE, AZ 85281
PHONE: (480) 350-9590
EMAIL: ENGINEER@DMENGINEER.COM

SURVEYOR
D & M ENGINEERING
ATTN: DURAN THOMPSON, R.L.S.
1020 EAST GILBERT DRIVE, SUITE D
TEMPE, AZ 85281
PHONE: (480) 350-9590
EMAIL: ENGINEER@DMENGINEER.COM

SITE DATA
GROSS AREA: 3.450 AC(INCLUDES COMMONWEALTH BLVD. R/W)
NET AREA: 3.044 AC(TO EXISTING RIGHT OF WAY)
PROPOSED LOTS: 39
APN: 303-04-085A
DENSITY(GROSS): 11.3 D.U./AC.
DENSITY(NET): 12.8 D.U./AC. (EXCLUDES COMMONWEALTH BLVD. R/W)
EXISTING ZONING: AG-1
OPEN SPACE: 1.079 AC.

PARKING
EACH LOT HAS 2 PRIVATE GARAGE SPACES
SHARED NON-RESERVE GUEST PARKING SPACES: 18*

*RESERVED PARKING SPACES ARE NOT PROVIDED.

LEGAL DESCRIPTION
THAT PORTION OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST COMER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34;
THENCE EAST (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 876.54 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 0 DEGREES 46 MINUTES 00 SECONDS EAST 339.84 FEET TO A POINT ON THE CENTERLINE OF A CANAL;
THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST (NORTH 89 DEGREES 13 MINUTES EAST-DEED) ALONG THE CENTERLINE, A DISTANCE OF 442.08 FEET TO A POINT ON THE EASTERLY LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34;
THENCE SOUTH 0 DEGREES 42 MINUTES 45 SECONDS WEST (SOUTH 0 DEGREES 43 MINUTES WEST-DEED) A DISTANCE OF 339.95 FEET TO THE SOUTHEAST COMER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34;
THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 442.40 FEET TO THE TRUE POINT OF BEGINNING;

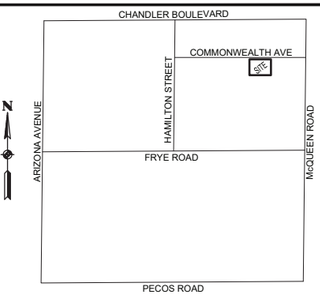
EXCEPT THE NORTHERLY 40 FEET THEREOF

BENCHMARK
CITY OF CHANDLER BENCHMARK #31A
SECTION 34, T1S, R5E, NEW 3" CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH, AT THE INTERSECTION OF DELAWARE ST AND FRYE RD; ONE-HALF MILE SOUTH OF CHANDLER BLVD AND ONE-QUARTER MILE EAST OF ARIZONA AVE.
ELEVATION: 1213.554 (NGVD29)
NAVD 88 EQUATION: +1.739

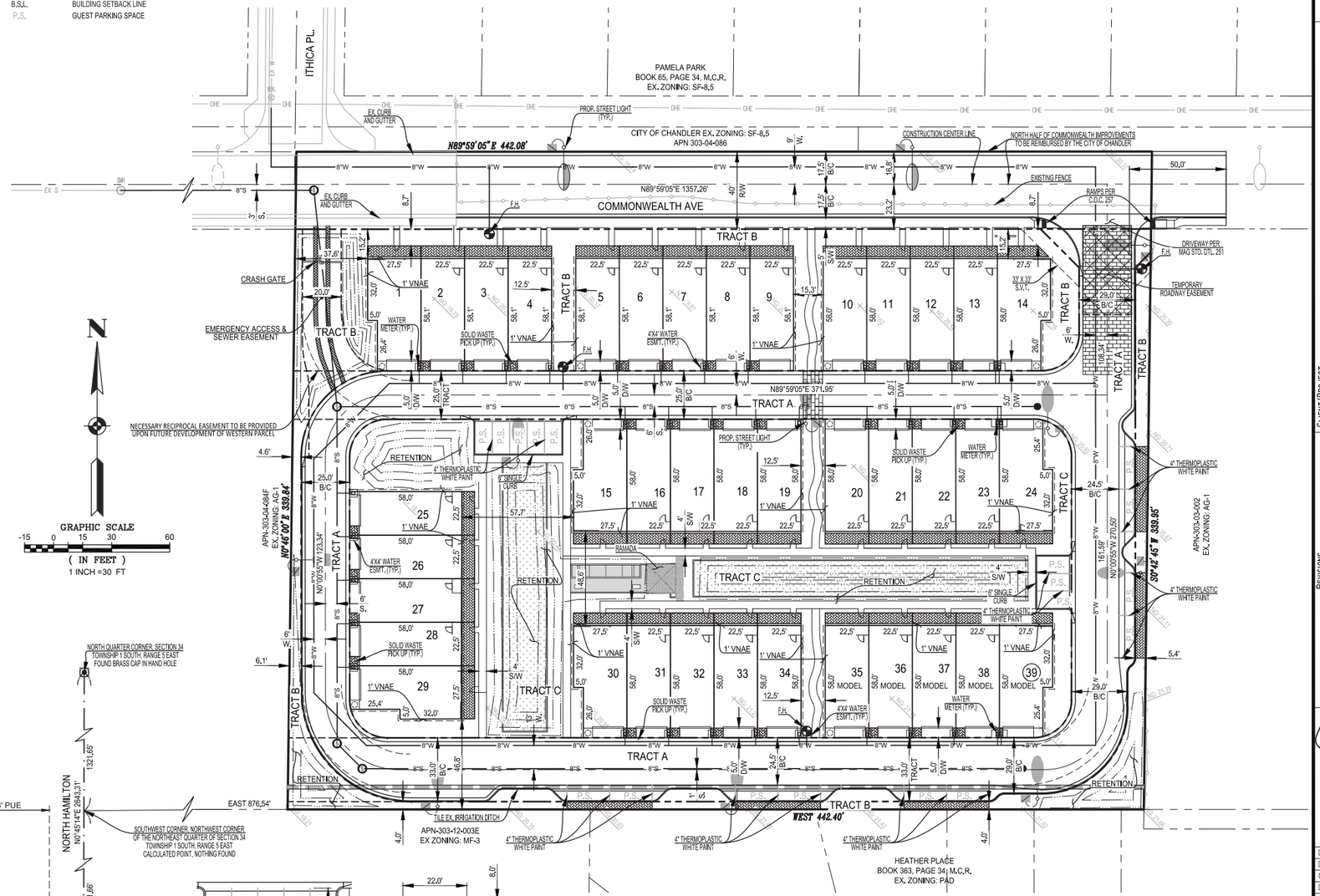
NOTE:
1. THE FINAL PLAT FOR THIS SUBDIVISION WILL NOT BE APPROVED OR RECORDED UNTIL A RECLAIMED WATER USE AGREEMENT IS EXECUTED BY THE DEVELOPER AND APPROVED BY THE CITY.
2. VISIBILITY EASEMENTS RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAN 6' ABOVE GROUND, TREES SHALL BE SPACED NOT LESS THAN 8' APART.
3. SEE LANDSCAPE PLANS FOR AMENITIES.
4. DECORATIVE PAVERS TO BE INSTALLED PER PER MAG STD. DTL. 225, COLOR-NATIVE, TYPE-3-PIECE PAVER PATTERN, MANUFACTURE-PHOENIX PAVER.
5. CURBS ARE TO BE PAINTED RED ON BOTH SIDES OF STREET FOR ROAD WIDTH OF 25' AND ONE SIDE FOR ROAD WIDTH OF 29'. MEASUREMENTS ARE FROM BACK OF CURB.

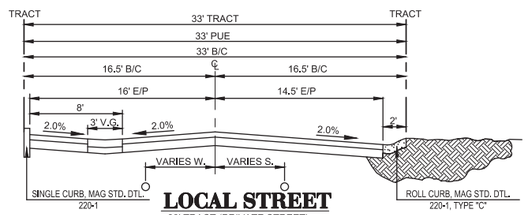
LEGEND
- SUBDIVISION CORNER, MONUMENT AS NOTED
- BOUNDARY LINE
- RIGHT OF WAY
- ADJACENT RIGHT OF WAY LINE
- ADJACENT PROPERTY LINE
- RETENTION BASIN
- 8"W — PROPOSED 8" WATER LINE
- 8"S — PROPOSED 8" SEWER LINE
- R/W — RIGHT OF WAY
- D/W — DRIVE WAY
- B/C — BACK OF CURB
- B.S.L. — BUILDING SETBACK LINE
- P.S. — GUEST PARKING SPACE

TRACT TABLE			
TRACT	AREA (SF)	AREA(AC.)	DESCRIPTION
TRACT A	61,057 S.F.	1.402 AC.	PRIVATE STREET, PUBLIC WATER, PUBLIC SEWER, UTILITIES, INGRESS & EGRESS, EMERGENCY VEHICLE ACCESS, DRAINAGE, PEDESTRIAN ACCESS, VEHICULAR ACCESS EASEMENT AND UTILITY EASEMENT
TRACT B	141,647 S.F.	3.252 AC.	RETENTION, LANDSCAPE, PUE, SEWER EASEMENT AND EMERGENCY VEHICULAR ACCESS
TRACT C	27,635 S.F.	0.634 AC.	RETENTION, LANDSCAPE AND PUE

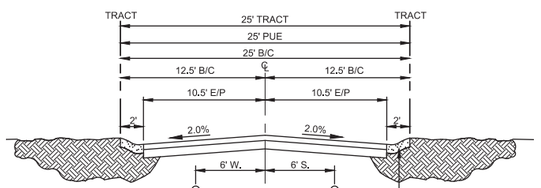


VICINITY MAP
N.T.S.

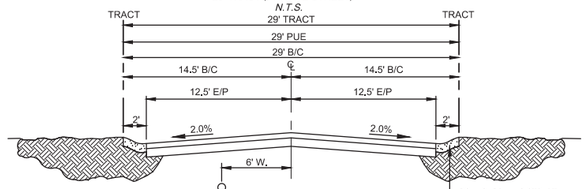




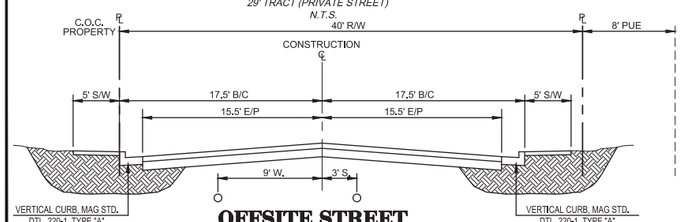
LOCAL STREET
33' TRACT (PRIVATE STREET)
N.T.S.



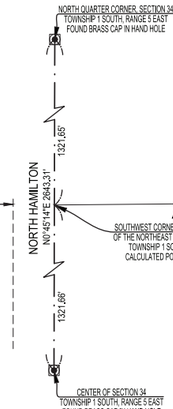
LOCAL STREET
25' TRACT (PRIVATE STREET)
N.T.S.

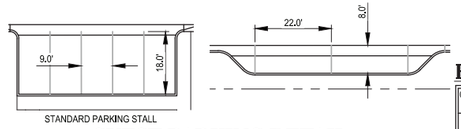


LOCAL STREET
29' TRACT (PRIVATE STREET)
N.T.S.



OFFSITE STREET
HALF STREET
N.T.S.





STANDARD PARKING STALL

GUEST PARKING DETAIL
SCALE: 1" = 20'

FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

COMMUNITY NUMBER	PANEL # PANEL DATE	SUFFIX	DATE OF FIRM (INDEX DATE)	FLOOD ZONE	BASE FLOOD ELEV. (IN AO ZONE, USE DEPTH)
040040	04013C2737 11-4-15	M	11-4-15	X	N/A

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RETENTION CALCS
VR= 0.75 X 2.19 X 3.04 X 1.1 X 43.560 FT/ACRE / 12 IN/FT

VR=19,938 C.F.

VP=22,701 C.F.

D&M Engineering, LLC
Duran Thompson, P.E.
1020 East Gilbert Drive, Suite D
Tempe, AZ 85281
Ph: (480) 350-9590, Fax: (480) 350-9486
E-Mail:engineer@dmengineer.com

CLIENT/PROJECT
COMMONWEALTH LOFTS
CHANDLER, ARIZONA

TITLE
PRELIMINARY PLAT

No.	DATE	APP.	DESCRIPTION
			REVISIONS

Registered Professional Engineer
Certificate No. 33269
DURAN THOMPSON
Date Signed 3-4-2021
ARIZONA, U.S.A.

DESIGNED	DTT
DRAWN	AGY
CHECKED	DTT
DATE	3-04-2021
SCALE	1" = 30'
PROJECT	190416
FILE NAME	Pre-Plat

SHEET 1 OF 1

C.O.C. LOG NO. PLT20-0009

F:\2019\190416- Commonwealth Chandler-Sweeney\Site Plan\dwg\190416 Pre-Plat-Commonwealth.dwg, 3/4/2021 9:47:09 AM, Ardell Yazzie

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-025

Date: May 27, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Harley Mehlhorn, Junior Planner
Subject: PLH21-0011 North Price Stables
Request: Use Permit time extension approval to continue to allow for the boarding of horses within a residential property zoned Agricultural (AG-1)
Location: 2885 North Price Road, generally located on the east side of Price Road south of Elliot Road.
Applicant: Marshall E. Field and J. Irene Pinefield

Proposed Motion:

Move City Council approve Use Permit Extension PLH21-0011 North Price Stables located on the east side of Price Road south of Elliot Road subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Zoned Agricultural (AG-1)
- Approximately 4 acres in size
- The AG-1 zoning district allows up to two horses to be kept by right per 35,000 square feet of lot area (equivalent to 9 horses on the subject site). Additionally, the AG-1 district permits riding stables on properties containing a minimum of 10 acres. A Use Permit is required to both exceed the maximum number of horses and to allow riding stables on less than 10-acre sites.
- Four previous Use Permits and Use Permit extensions have been granted: original approval in 2009 for 1 year, extensions in 2010 and 2013 for 3 years and in 2016 for 5 years.
- Site contains a single-family home, a yard, stables, and a lit riding arena east of the stables.
- The horses are used for psychotherapy. This use does not generate large amount of traffic as the sessions are by appointment only and are short in duration.

Surrounding Land Use Data:

North	Single family subdivision zoned PAD	South	A currently vacant lot planned and zoned for a medium density apartment complex
East	Large lot single family within Maricopa County	West	Price Road, then the Loop 101 Price Freeway

Proposed Development:

	Existing	Proposed
Number of Horses Permitted	22	No change
Days of Operation	3 days per week	No change
Limit of Hours	All activities shall cease by 9pm each night	No change

Review and Recommendation:

Planning staff finds the boarding of up to 22 horses and ridings stables to be appropriate at this location provided that it continues to be managed well and follows the stipulations previously applied and again proposed herein. Over the past decade, the ownership has, to staff's knowledge, followed these stipulations and no incidents have occurred. No complaints have been filed against the property since the subject site began operations; given this information, staff is supportive of no further time stipulation. Planning staff finds compatibility with surrounding land uses, self-contained operations, and consistency with the General Plan. Planning and Zoning Commission recommend approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A virtual neighborhood meeting was held on April 26th, 2021, which four residents attended to express their support for the project.
- Four residents have reached out to express their support for this Use Permit extension. Letters of support are attached.
- As of the writing of this memo, Planning staff is not aware of any opposition to this request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting May 5th, 2021
Motion to Approve

In Favor: 6 Opposed: 0

The Planning Commission added stipulation number 9 requiring any change in ownership or management of the horse stables to obtain a new Use Permit to ensure continued compatibility with surrounding properties.

Recommended Conditions of Approval

Planning staff find the request is in compliance with the General Plan. Planning and Zoning Commission recommends City Council approve the Use Permit extension, subject to the following conditions:

1. Expansion or modification beyond the approved exhibits (Site Plan and Narrative) shall void the Use Permit and require new Use Permit application and approval.
2. The Use Permit is non-transferable to any other location.
3. The number of horses shall be limited to 22.
4. Riding activities shall be limited to a maximum of three days per week.
5. Riding activities shall cease by 9:00 p.m. each night.
6. The site shall be maintained in a clean and orderly manner.
7. The riding area shall be watered down prior to riding activities.
8. The property shall remain in compliance with any applicable Maricopa County Air Quality

Department regulations.

9. Any change of ownership or management of horse stable operations shall require a new Use Permit.

Attachments

Vicinity Maps

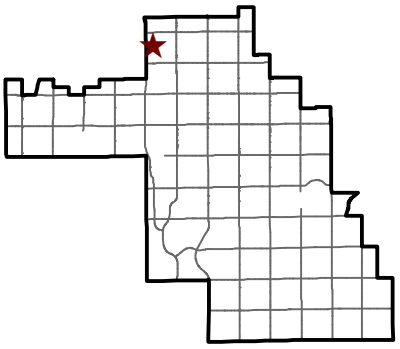
Narrative

Site Plan

Letters of Support

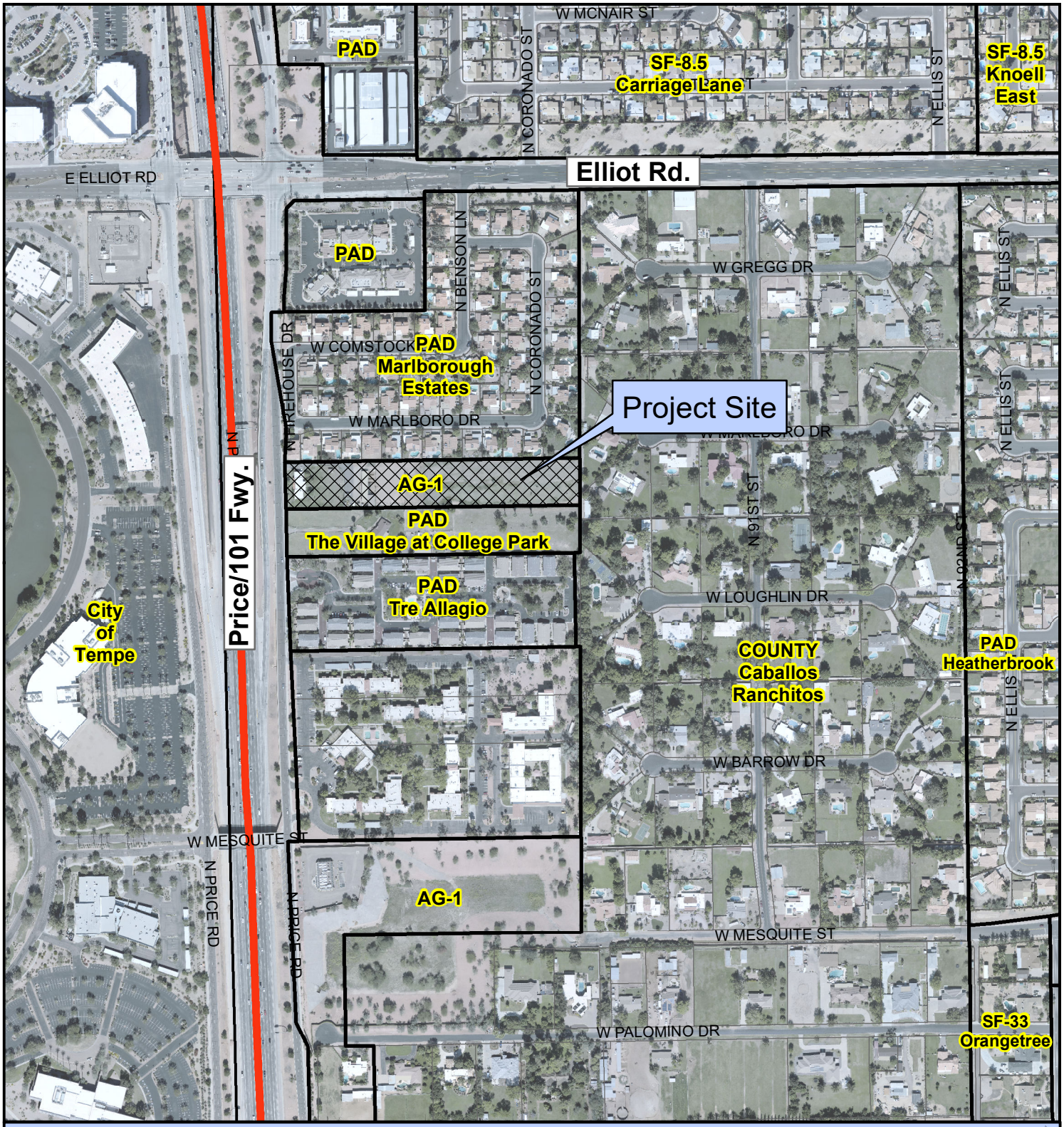
PLH20-0011 North Price Stables

Proposed Project Details
Use Permit Extension
2885 N. Price Rd.
4 Acres (Approximately)



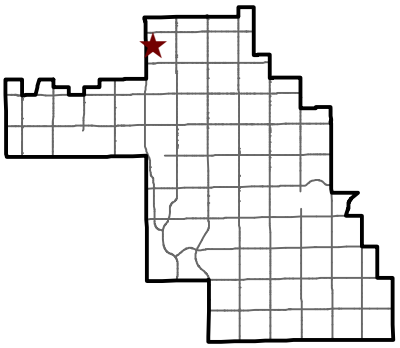
Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH20-0011 North Price Stables

Proposed Project Details
Use Permit Extension
2885 N. Price Rd.
4 Acres (Approximately)



Chandler Arizona
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February 1, 2021

City of Chandler Planning Department
215 East Buffalo Street
Chandler, AZ 85225
Fax 480-782-3075
Office 480-782-3056

My wife and I are applying for an extension to our use permit (#ZUP16-0005) to allow various tenants to continue boarding up to 22 horses at our property at the following address:

North Price Stables
2885 N Price Road
Chandler, AZ 85296

We applied for a use permit in 2009 and received a one year time limit, 2010 we received a three-year time limit, and in 2013 we received another 3-year time limit. In 2016 we received a 5 year permit.

We have complied with all regulations that have been require by the City and the County for the past 12 years and we would like you to consider a long term or indefinite use permit.

Over the last 12 years we have improved our water storage by 1500 gals; and installed a more powerful pressure pump. Shaun and Brendan Rodrigues (our leasers for the last 11 years) added a truck system to water down the area before being used by riders.

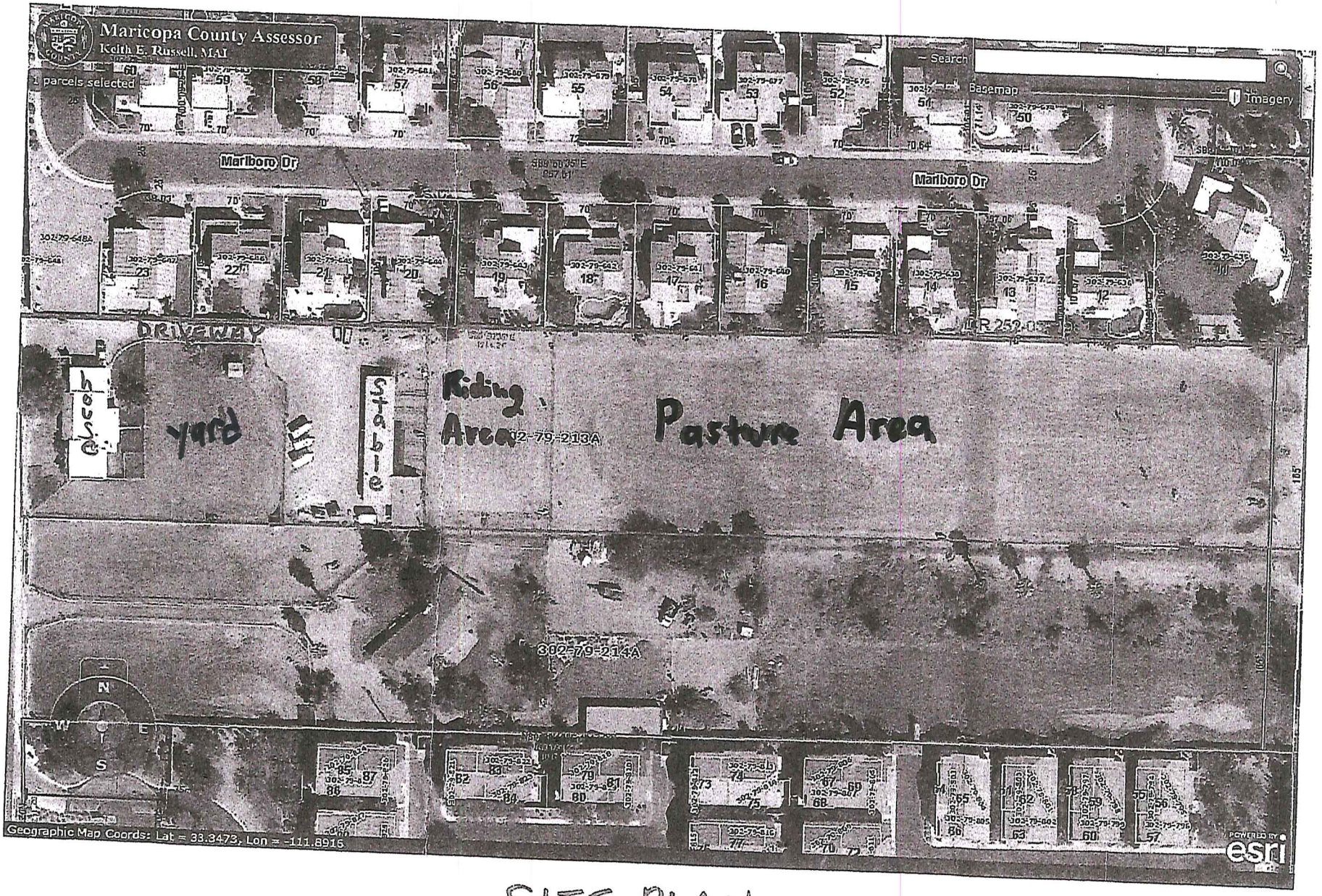
We believe that with our track record for the pass 12 years speaks for itself **and we are requesting a indefinite Permit.**

We thank you for your consideration of this request.

Please call us if you need additional information.

Sincerely,

Marshall Ed Field & Irene Pine-Field
P.O Box 164, Mesa, AZ 85211
480-363-3308 or 480-969-5405
E-mail: edheber@cox.net


Maricopa County Assessor
Keith E. Russell, MAI
1 parcels selected
Search
Basemap
Imagery
Marlboro Dr
Marlboro Dr
DRIVEWAY
House
yard
Stable
Riding Area
Pasture Area
302-79-213A
302-79-214A
Geographic Map Coords: Lat = 33.3473, Lon = -111.8916
esri

SITE PLAN

PLH21-0011 North Price Stables
Lynn DeMuth to: harley.mehlhorn 04/20/2021 09:19 AM
History:
This message has been replied to.

Mr. Mehlhorn,

I am writing in support of the Use Permit to allow horse boarding at 2885 N. Price Road (parcel/case # in subject line). They are good neighbors and I wish them to stay. Thank you.

Lynn DeMuth
2961 W. Comstock Drive
lmdemuth@cox.net
480.345.2626

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

2963 W. Marlboro Dr.
Chandler, Arizona 85224
April 14, 2021

Ms. Harley Mehlhorn
Junior Planner, City of Chandler
215 E. Buffalo Street
Chandler, Arizona 85225

TO: City of Chandler Mayor, Vice Mayor, Council Members, Chandler Junior Planner

Please accept this communication as a letter of support to grant a "Use Permit in Perpetuity" to board horses for the entire property at 2885 N. Price Rd.

The aforementioned property is directly behind my home of over thirty years at 2963 W. Marlboro Dr.

Through the years the owners and all occupants of the horse property have been exceptionally responsible, kind, and thoughtful neighbors.

They have also been excellent stewards of the environment and all life.

I earnestly and respectfully request that you grant the "Use Permit In Perpetuity" or "Forever" Permit to board horses for the entire property at 2885 N. Price Rd, Chandler, Arizona.

Respectfully,

Sonya Lee Fansler Bardo

Markich
2967 W. Marlborough
Chandler AZ 85224

To whom it may concern-
City of Chandler Junior Planners

This letter is in regard to a notice received regarding the horse property at 2885 N. Price Rd.

The above property is located directly behind my home where my family and I have resided @ the past 21 years.

Though the course of the last 21 years my children and my family have benefited from the ranch and specifically the horses that are boarded there. My children have enjoyed riding, caring for and learning the responsibility of caring for these animals.

Though our time here the owners and occupants of this property have always been responsible, kind and thoughtful to their neighbors.

They have also shown to be excellent care takers of both the animals and the land they reside on.

I would like to request that they be granted the "use permit in perpetuity" to board horses and continue to preserve this land and the service it provides

Respectfully,

Katherine E Marnick
2967 W. Marlboro dr
Chandler AZ 85224

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Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-026

Date: May 27, 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: PLH21-0006 Infant Swimming Resource
Request: Use Permit approval to allow swim lessons within a property zoned Planned Area Development (PAD) for single-family
Location: 2720 E. Coconino Drive, within Fonte Al Solé subdivision, west of the southwest corner of Gilbert and Ocotillo roads
Applicant: Therace Pollard, ISR Certified Master Instructor

Proposed Motion:

Use Permit
Move City Council approve Use Permit, PLH21-0006 Infant Swimming Resource, located at 2720 E. Coconino Drive, within the Fonte Al Solé subdivision, west of the southwest corner of Gilbert and Ocotillo roads, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Subject site zoned PAD for single-family; constructed 2003
- 10,800 square foot lot with one single family home with a swimming pool in rear yard
- Homeowner has been operating swim lessons from subject site for over 12 years
- City staff received complaint about the homeowner operating a business from the home
- Per the Zoning Code, businesses can occur within a single family home if no employees or customers come to the property
- The Zoning Code can permit additional uses within a single family home through Use Permit approval
- Infant Swimming Resource is a certified training program to teach infant/children how to survive in bodies of water
- The homeowner is a certified master instructor and trains instructors across the county during the off-season

Surrounding Land Use Data:

North	Single family residence	South	Single family residence
East	Single family residence	West	Single family residence

Proposed Development:

Proposed Time/Day	Monday-Friday, typically 7 a.m. to 1 p.m.
Lesson length	Lessons are 15 minutes long, 5 days a week, for 3-6 weeks
Swim Season	Typically April-August
Parking	3 spaces in driveway for guest & 3 car garage for residents; Lessons are staggered to avoid overlapping of more than two guest vehicles
Access to Pool	Lessons limited to one guardian, access rear yard by side gate along eastern property

Review and Recommendation:

Planning staff has reviewed the request and compatibility with the surrounding single-family residences. The route to access the property from Ocotillo Road utilizes Norman Way, a collector street that does not have any homes fronting the street. Closer to the property, customer traffic on Kimberlee and Coconino drives is mitigated by staggered lesson times and requiring all guardians to park on-site on one of the three provided parking spaces. Additionally, lessons are only conducted five months of the year and during the morning hours, thus lessening the impact on the surrounding neighborhood. Infant Swimming Resource has only one employee, the homeowner, which further reduces the impacts of a business within a single family home.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on April 15, 2021. The applicant and Planning staff held an in-person meeting at the subdivision's common ramada area. Seven residents attended, and all had high recommendations for the service the applicant provides to Chandler residents. Many of the attendees have or had at one point had children attend the applicant's lessons and praised the applicant for the confidence their children have around water. Furthermore, neighbors expressed the relief they have as a parent/guardian knowing if their child fell into a body of water, the child could maneuver to safety if an adult was not around.

  The other attendees have never utilized lessons from the applicant, but lived on the same street, including a neighbor from across the street. All stated support for the service being provided by the applicant.

- As of the writing of this memo, Planning staff is not aware of any formal opposition to the request. The resident who called in the complaint has been given multiple opportunities to contact the assigned planner and has not done so as of writing this memo. Furthermore, 44 letters of support from surrounding neighbors are attached praising the service offered by the applicant to the community.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting May 5, 2021
Motion to Approve

In Favor: 6 Opposed: 0

During Study Session, several Commissioners praised the applicant for the service offered to the community, stating the one-on-one lessons offered are more beneficial to the child's development

versus swim classes offered as a group. During the regular meeting, the Chairman stated his support for the Use Permit and added that the City Code should be amended to allow passive home businesses such as swim lessons, musical instrument lessons and the like by right. He stated that Use Permits should only be required for businesses that could create more of an impact such as retail or a running a machine shop from a home.

Recommended Conditions of Approval

Planning staff recommends Planning and Zoning Commission move to recommend approval of Use Permit, subject to the following conditions:

1. Expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Use Permit and require new Use Permit application and approval.

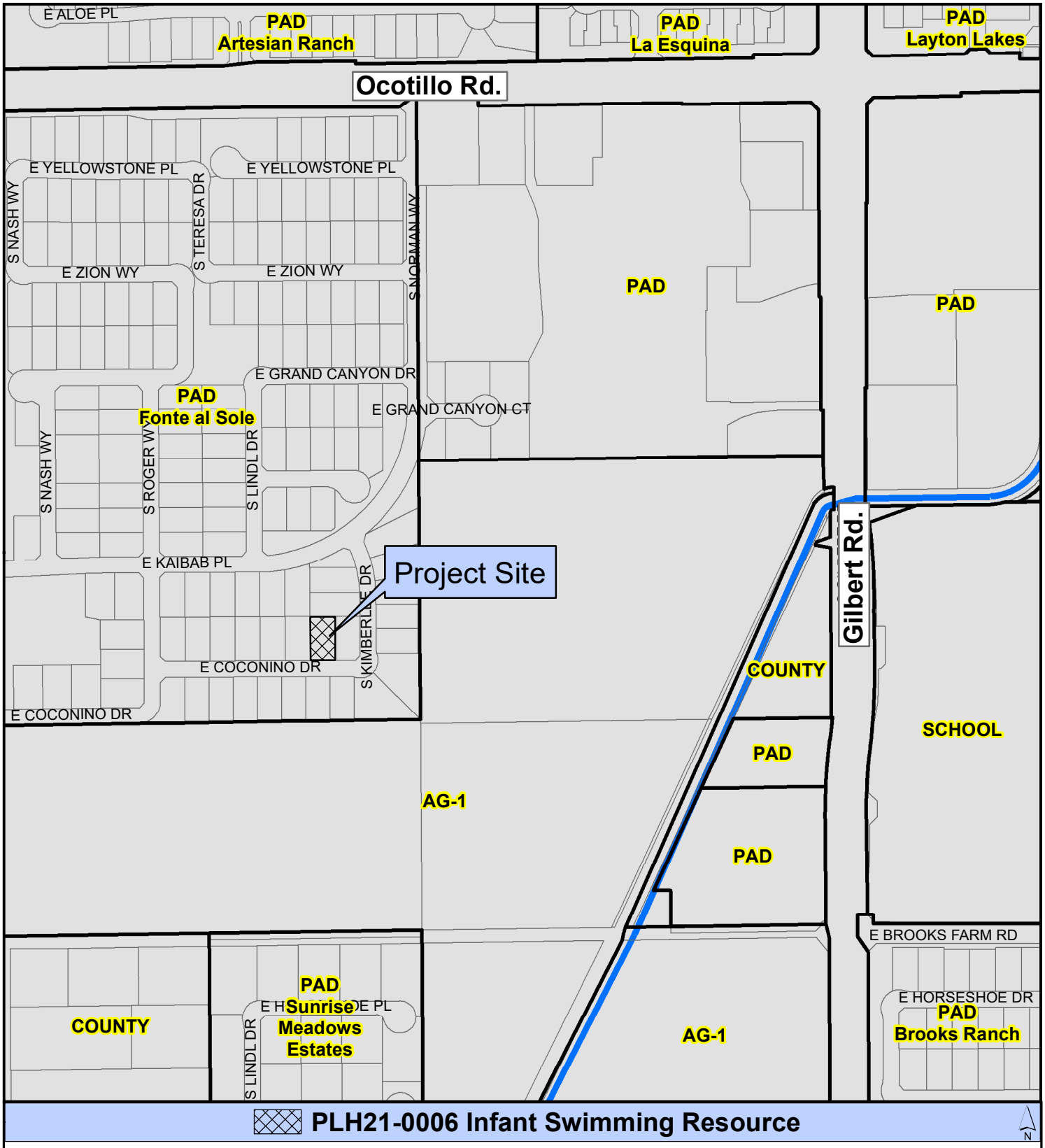
2. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.

3. The site shall be maintained in a clean and orderly manner.

4. All customers must park on-site within the subject site's driveway.

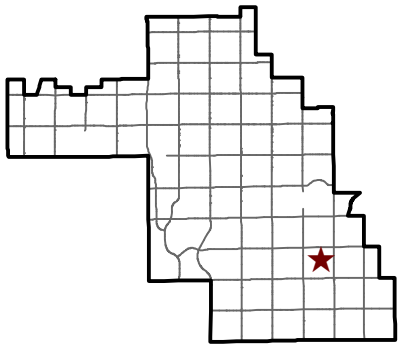
Attachments

Vicinity Maps
Site Plans
Narrative
Letters of Support



PLH21-0006 Infant Swimming Resource

Proposed Project Details
2720 E. Coconino Dr.
Use Permit to allow swim lessons in a single-family home



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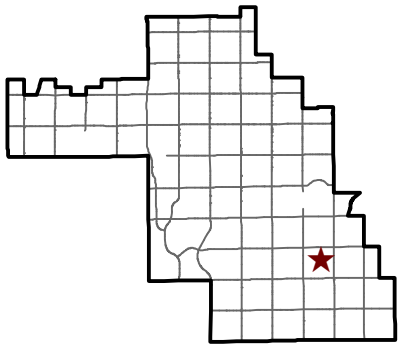

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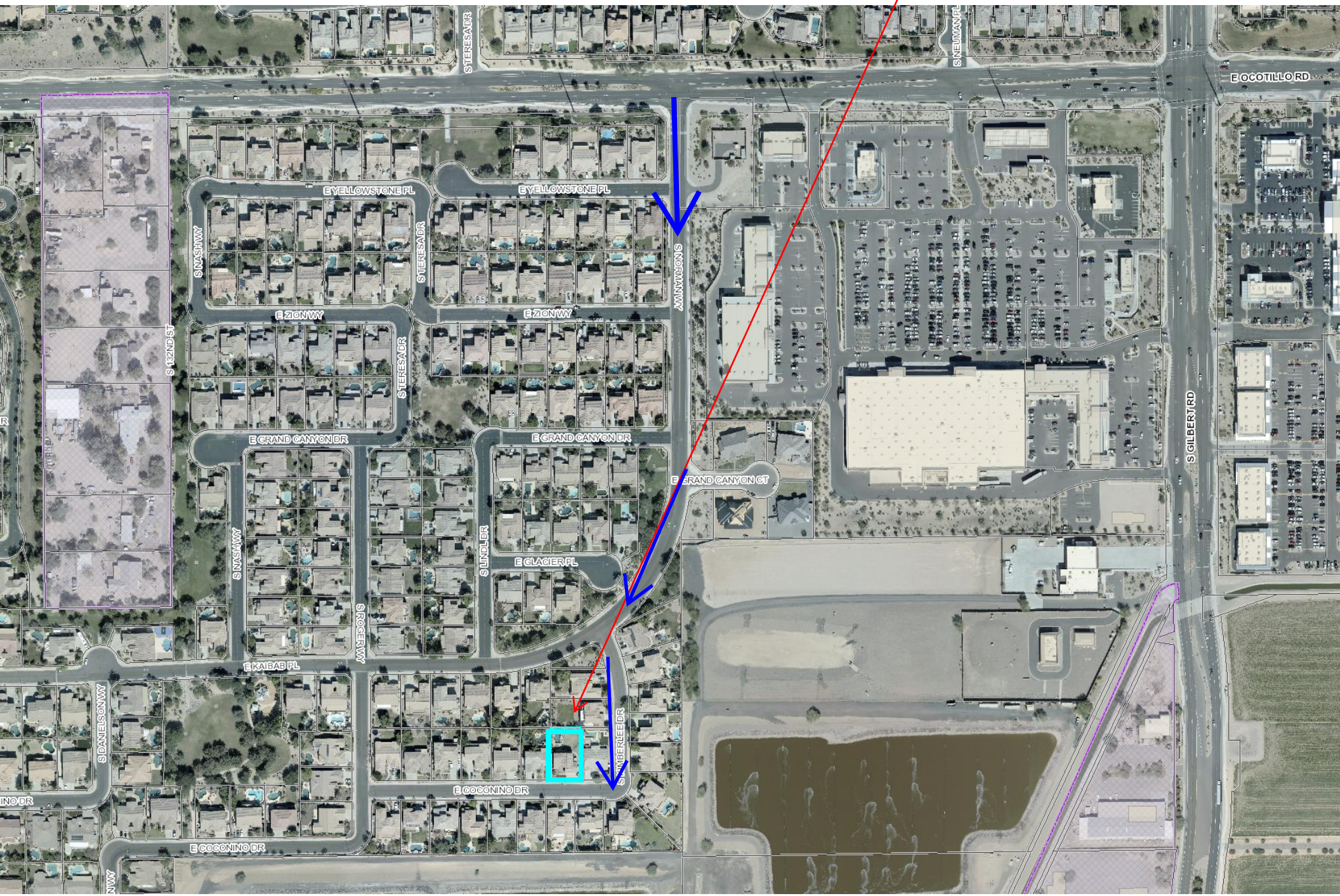
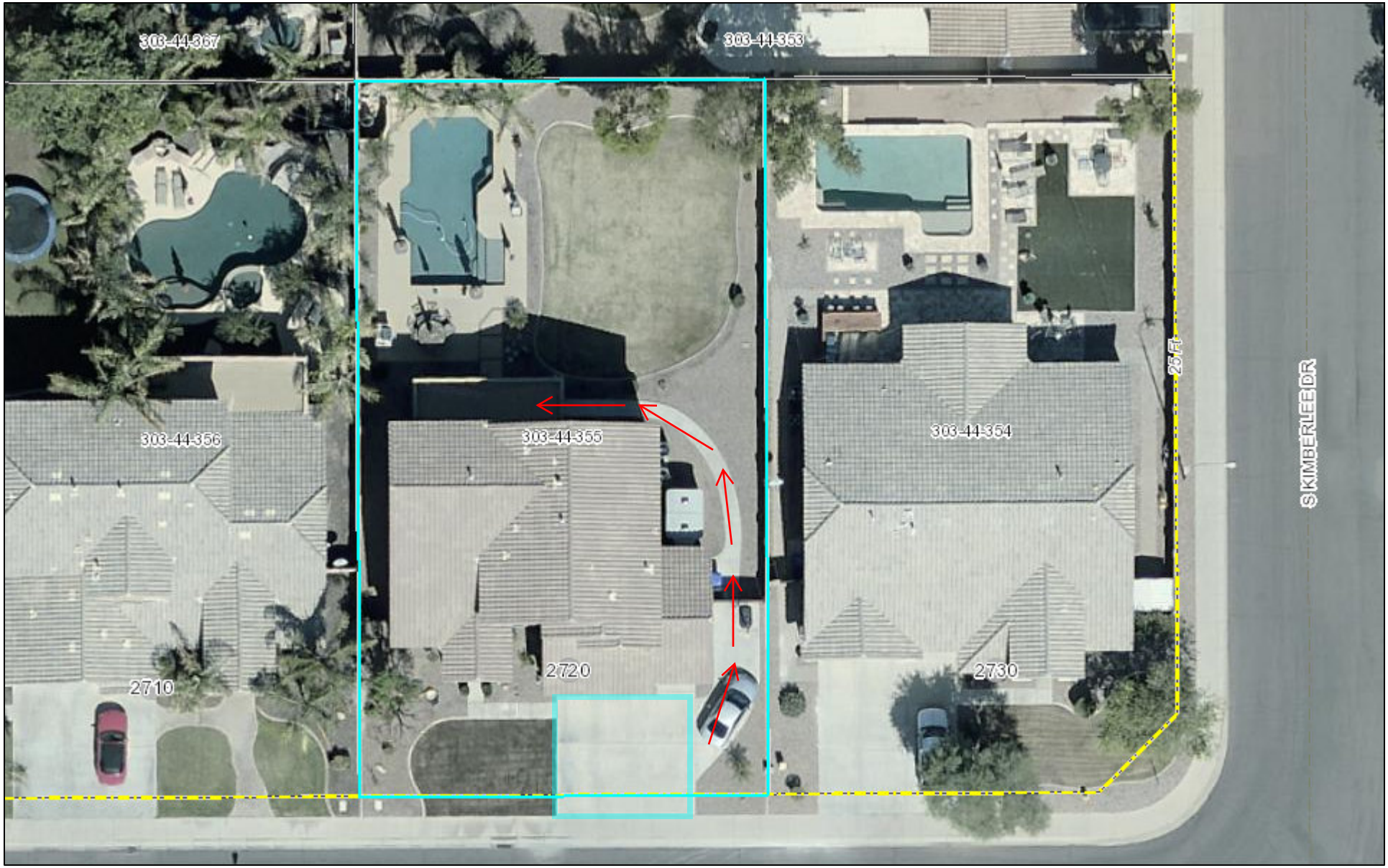
PLH21-0006 Infant Swimming Resource



PLH21-0006 Infant Swimming Resource
2720 E. Coconino Drive, Chandler, AZ 85249



January 29, 2021

Address

- <all other values>
- Main Address

- Structure Address
- Unit Address
- Condo
- Street ROW
- Building
- Mobile Home Pad

Drive way
26.5' wide
24' long

1:375

0 0.003 0.006 0.012 mi

0 0.005 0.01 0.02 km

This map is a user generated static output from the City of Chandler Web Application for Mapping and is for general reference only.
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Narrative

This proposal is submitted to support my request for a Use Permit. Given the urgent need for the services I provide, it seemed appropriate to also include some background and context.

The Epidemic of Pediatric Drowning

Every year that we continue to push the same water safety suggestions, stick puddle jumpers on our toddlers, and cross our fingers that maybe THIS is the year the statistics magically change, we are failing our kids. Children need and deserve to learn the skills necessary to save themselves from drowning.

The Tragedy of Pediatric Drowning:

When my daughter was 8 months old, I willingly handed her to the murderer who took her big brother's life.

And, then I watched as she fought off this killer and learned to live.

My three-year-old son, Levi, drowned in June 2018, while we were on a beach vacation with friends. One moment, he was sitting on the couch, watching TV while I cleaned up after dinner. In the next, I pulled his lifeless body from the bottom of the pool.

Levi had somehow slipped out of the living room filled with children and adults, including myself, my husband, and five other physician friends. We weren't drinking, weren't on our phones, and the pool was not even in our line of vision.

I was the one who glanced, unsuspectingly, over the balcony and found our Levi, my guttural screams bringing a rush of people outside. My

husband, a cardiothoracic anesthesiologist, was the first to perform CPR on his only son. Our older daughters watched in horror from the balcony, until our friends gently ushered them inside.

The confusion of "But, we weren't even swimming!?" and "Levi was *just* on the couch" hung in the air, as we grappled to make sense of the senseless.

We begged to trade places with this boy who had so much life left to live and who we had *somehow failed to protect.* But, despite immediate attention, including being fully intubated before the ambulance even arrived, we lost Levi just hours later.

How did our son *drown*? How were years of intentional parenting canceled out within seconds?

Levi's death rests on my husband and me. We failed to keep him safe, and there is no denying that fact. But, I have since learned that water

safety goes far beyond the assumed foolproof advice of "watch your kids while swimming."

Here is the truth: parents only know what they know. I *thought* I was doing everything right to keep Levi safe. I have 16 photos of what would be his final day of life, and in 14 of them, he is wearing a life jacket or puddle jumper: time-stamped photos of my boy, grinning proudly in his puddle jumper, as we unknowingly marched toward the end.

Of course, I will never stop wishing I had not momentarily turned to clean up dinner and had seen Levi slip out the door that night. But, over the last year and a half of research and advocacy, **I have realized *the most impactful mistake I made that ultimately led to my son's death: I allowed and even encouraged Levi to believe that water was fun.***

We don't stand in a busy parking lot and eagerly proclaim to our impressionable toddlers: "Come on in!!" We don't encourage our kids to "become comfortable" around guns and tell other parents, "We don't want our kids to be afraid of guns."

Yet, this is exactly what we do with water, a substance that is just as deadly as parking lots and guns.

As a society, we brush aside the threat of drowning. "Tsk, tsk," we say from the safety of our iPhones as we casually scroll (often inaccurate, sensationalized) news reports on drowning. We almost smugly view drowning as some sort of just punishment for the parents too neglectful to protect their children. We find the loophole rather than facing the fear that this could be us. *This stigma around drowning is the greatest threat to prevention efforts.*

But, honestly? Here is the real, raw truth that we want to turn our heads and ignore: the implications of neglect are irrelevant, because drowning isn't happening *to the parents*. **It is happening to the children**. It's the 3 year old who will never get another bedtime kiss,

the 8 year old who will never again open a Christmas stocking, and the teenager who will never graduate high school. Behind the statistics are real children and teenagers, with whole lives spread before them. Until those lives are taken.

I'm not just a mom with a broken heart: the statistics back me up. Drowning is the #1 cause of death for kids 1-4, a toddler can drown in less than one minute, and at least 69% happen when kids aren't even swimming. It remains the #2 cause of death for 5-14 year olds. And, then it spikes AGAIN for teens, who are drowning in natural water.

While advancements in other areas of childhood safety push forward each year, drowning prevention watches from the sidelines, ignored, wondering why researchers and the medical community continue to turn their heads. **The statistics have remained stagnant for decades.** The same water safety tips are casually tossed out each year: Watch your kids while swimming! Install a fence! Buy a puddle jumper! Learn CPR!

Well, my son was not swimming; he was wearing khaki shorts and sitting on a couch a moment before he drowned. The beach house had a fence. Levi wore a puddle jumper while swimming. My son had 6 physicians by his side within seconds of being pulled out of the water. AND NONE OF THESE SAVED HIM.

We are failing our kids. Every year that we continue to only push the same suggestions, stick puddle jumpers on our toddlers, and cross our fingers that maybe THIS is the year the statistics magically change, we are failing our kids. We are telling thousands of children every year: *We don't care enough about you to figure out how to stop this epidemic. Your lives are not worth it.*

Then, how *do* we stop this epidemic? We start by looking beyond what we are currently doing and say *"WHAT ELSE?"*

We start by treating water as if it can be a lethal environment, *because it can*. I am not advocating that we avoid water; my older girls still love swimming, and we even live on a lake. But, our culture has the fun

aspect of water figured out, and we must add in how to also respect it. We start by looking at what worked in the past to change the statistics

And radical change is exactly what is needed to stop this drowning epidemic. We must start treating water with the respect it deserves and teaching our children how to SURVIVE in water. The missing layer of protection is the one that considers the *individual child* while also simultaneously protecting against *multiple* bodies of water.

After Levi died, I started researching drowning prevention and heard about survival swim lessons everywhere I turned. I was admittedly skeptical. "That's some sort of gimmick," I remember thinking. "It wouldn't have worked with Levi."

I saw the videos circulating on social media of babies floating, even had hundreds of parents reach out to me and share their personal stories, passionate testimonials of how survival swim lessons saved their child.

My questions and skepticism outweighed my answers. Does this really work? Is this traumatic for kids?

But, as I delved deeper into the statistics and personal stories around drowning, I saw consistent common factors: children who drown usually loved water, relied on a puddle jumper, and did not know how to survive if they reached water alone.

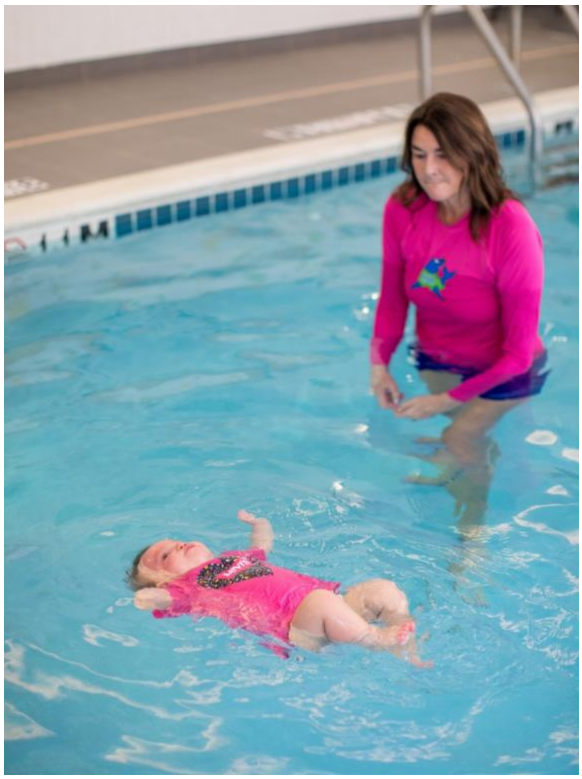
My perception of water safety shifted dramatically, and this carried over to my family.

And, on the exact day that marked 20 months since we last saw our son alive, our 8 month old daughter Willow, Levi's little sister that he will never meet on this Earth, she took her first ISR survival swim lesson.

I was prepared for it to be emotionally challenging. But, ISR took me by the hands and said, "Be open minded and watch *the process*."
I handed my baby to the water, and, my heart pounding at every lesson, I watched as she learned to roll her tiny body, to find the surface, to get air. It has been the most empowering experience I have had in my eleven years of parenting.

Before her lessons started, part of me still expected it to be a trick or just rote training in floating that my baby would soon forget. It is none of that. Rather, survival swim lessons are about a behavioral approach to water. **My daughter was not trained to float; she LEARNED to problem-solve and to survive in water.**

She knows where the air is, knows how to get oxygen, understands that if she gets to the surface that Mommy will scoop her up. And, I do. And, she claps and laughs in delight, proud of the kick-ass job she just did in learning to save herself. This experience is beyond just teaching her to find the surface and float, though: Willow is developing a respect for water, which will continue for her lifetime.



In the best moments of this lifetime of grief and regret, I know my family will survive this tragedy. We are choosing to live purposeful lives for our other children. But, in the worst moments, when I feel certain this is what the depths of Hell must feel like, I think about Levi's final seconds in the water, and my broken mommy heart cannot help but wonder: *Was he scared*?

When the layers failed and he reached the water without me, he did not have a chance. I was right behind him; I just needed 30 more seconds, just needed him to hold his breath. I wish I had known the real truth about drowning before June 2018, but I know it now. And, should Willow, Levi's baby sister, ever reach the water alone, she will have a fighting chance.

Watching her learn ISR survival skills and to get to the surface in water and breathe*, to live*, is a gut punch. How did I not know that Levi was capable of this skill?

Traditionally, drowning prevention efforts have utilized and advocated three levels of defense:

1. Adult supervision
2. Fencing or other protective barriers, and
3. CPR techniques applied after the fact

Clearly, the mortality rate of more than 4,000 drowning incidents per year is a grim testimony to the failure of the traditional approaches when the victim had not been effectively trained to survive an aquatic accident.

Certainly, appropriate adult supervision and effective physical barriers (i.e., pool fencing) are helpful. Yet, at the same time, they are subject to human error. CPR, the recommended "last line of defense" is, at best, an after the fact, emergency management procedure with a highly uncertain outcome. Per American Heart Association data, even with effective CPR, survival of a prehospital cardiac arrest is only around 14%. Of the victims who do survive the initial submersion incident, thousands suffer severe and permanent neurological damage. It is estimated that for every child who drowns another four will suffer permanent brain damage.

The need for an effective defense, after adult supervision and pool barriers have failed, is self-evident. A moment's inattention does not have to cost a baby his life. A baby or toddler who has the physical strength and motor skills to escape adult supervision, defeat a pool barrier, and enter the water can, with effective instruction, be trained to float on his/her back to breathe and survive.

Infant Swimming Resource (ISR)-The Program (infantswim.com)

ISR is the safest provider of infant and toddler survival swimming lessons worldwide. With over 50 years of ongoing research and development behind this program, ISR teaches each child aquatic self-rescue skills, and progresses to basic swimming lessons that give them the competence required to safely enjoy the water. To date, ISR Instructors have safely delivered more than 8,000,000 ISR self-rescue lessons and saved more than 800 lives.

As a Certified ISR Instructor, I have spent the past 12 years working to prevent as many water-related tragedies as possible. Every year I hear numerous stories from parents sharing how this program saved their child when he or she accidentally reached the water alone.

ISR- The Lessons

Lessons are offered to children ages 6 months - 6 years. They are one on one, for up to 10 minutes each day, five days per week for 3-6 weeks.

Children 6-12 months learn to roll onto their backs to float, rest, and breathe. They learn to maintain this position until help arrives.

Children 1-6 years of age learn the ISR self-rescue sequence of swimming until they need air, rotation onto the back to float, then rolling back over to continue swimming. ISR students are taught to repeat this sequence until they reach the safety of the steps, side of the pool, or the shoreline

Specific Business Details Requested…
-Heated pool
-Parking is in driveway
-Hours
    April-July = max 5 hours
    August max 2 hours
    No teaching during the other months!
-Entrance is through the RV Gate that is propped open during business hours.
-Teach Monday-Friday only
-One parent allowed per child
-No other employees

General Safety/COVID-19

According to the Arizona Republic (August 8, 2020) child drownings spiked in Maricopa and Pinal Counties as Covid-19. Drownings nearly tripled from the previous year. Families quarantined at home and public pools shut down were certainly contributing factors. ISR already had so many safety protocols in place before enhancing them with additional COVID-19 precautions.

-Registration Review: A medical questionnaire is completed online for all students prior to scheduling lessons. The Registration Evaluation Team (RET), staffed by Registered Nurses who are also ISR trained Instructors, evaluates each registration to ensure that lessons and protocols are modified where needed to provide the safest lesson experience for each child.

-BUDS: Monitoring of the child's Bowel, Urine, Diet, and Sleep which is important to make modifications to the lesson based on the specific needs of each child.

-Lesson/Pool Environment: Pool entrance and deck area is inspected to ensure a clean and accessible area. The chlorine, PH levels are monitored daily to ensure chemically balanced water. Pool water is always free of algae and debris.

-Water/Air Temperature: Water temperature is maintained between 82-86. Temperatures above and below this range do not allow for adequate safety monitoring. I do have a pool heat pump and it is checked regularly. Sunscreen is recommended and umbrellas cover my pool area.

-Weather: Lessons will not be conducted when lightning, heavy rain, high winds, or other potentially dangerous conditions have been reported in the area within a minimum of 30 minutes of the lesson time. Parents and Instructors observe for sudden changes in weather throughout the lesson. Lessons must be stopped if there is thunderstorm or lightning.

-Instructor/student Health: Lessons will not be conducted if the Instructor is ill or injured. Students that experience fever, diarrhea, vomiting, open skin lesions, new rashes, or other obvious signs of illness or injury will be asked to stop lessons until the condition can be evaluated by physician and by the RET.

-Medical Lesson Update (MLU): Students who miss 3 or more lessons in a row due to a medical condition OR visit a doctor OR start a new medication OR who have changes to the health information questions in the online registration form will need to complete a MLU online prior to resuming lessons. The RET will respond to these requests within 24 hours. An email indication clearance and any applicable safety protocols will be sent to the parent together with a new registration form.

-Getting in the Pool: Each parent will hand the child to the Instructor who is already in the pool. The child will not walk down steps, jump in, or enter the pool without hands-on assistance from the parent.

During the Lesson:

-Seven Second Rule: No student will be submerged for more than 7 seconds. Seven seconds is 1/3 of the time period that defines apnea by the American Academy of Pediatrics.

-Swim Diapers: Students who are not potty trained must wear a swim diaper that has elastic waist and leg openings plus an additional layer of protection such as plastic pants to prevent accidental fecal contamination of the pool water. (I always request parents have two layers of protective reusable plastic swim diapers that fit securely on their child).

-Bowel/Vomiting Accidents: If there should be an incident where fecal material leaks from the swim diaper into the pool water or where the child vomits into the water, the lesson must end immediately. Pool is sanitized and filtered for a minimum of 12 hours prior to resuming lessons.

After the Lesson:

-The 3 Towel Rule: Parents bring 3 towels to each lesson for placement on my mat where the students have the left-side recovery. Towel 1 is a barrier to prevent person to person contact on the pool deck and allows for the prevention of disease transmission. Towel 2 is for absorption of pool water and any stomach contents that may be expelled during the recovery process. Towel 3 is for drying and warming after the lesson, paying special attention to the head first as heat loss occurs most rapidly from the child's head.

-Refresher/Maintenance Lessons: Students return to the pool from time to time throughout the year/years to review skills and make adjustments as the child grows and develops.

As previously mentioned, ISR lessons are the safest lessons provided and all of these safety precautions were already in place on a daily basis. Once COVID-19 became a widespread pandemic, I knew that I still needed to reach children - now more than ever with so many at home! Although my season was postponed while waiting to see what added safety precautions were needed as well as finding out more about COVID-19, ISR was able to provide the best safety measures to put in place to safely be able to offer lessons yet once again!

COVID-19 Precautions:

-BUDS: All BUDS interviews now are filled out by myself so that no one is sharing a pen or touching anything poolside. Also, every parent and child has to take their temperature before lessons and let me know what it is before lessons.

-Parents now need to wait in their car until 1 min before their time slot before coming out of their vehicle and around to the backyard. Each parent is required to wear a mask.

-Water proof facial covering needs to be worn while I teach and I maintain at least a 6ft distance from any parent poolside.

-Students need to arrive in swim attire as before and once they have rested they must exit promptly, no changing student poolside or in the backyard.

-Parents must dispose of any swim diapers, diapers or any other trash should be placed in a bag and taken home by the parents.

-Any shared surface (such as the mat that children lay on with the 3 towels) is sanitized before and after each child!

-My hands are sanitized between students.

My husband, Trevor, of almost 25 years has been a Chandler Fire Fighter for 23 years. We share the passion of drowning prevention and know first-hand the importance of children learning aquatic survival skills. Trevor has seen, first-hand, the tragic consequences for unskilled children who reach the water unsupervised. Drowning is very real and it is preventable.

Below, please find some additional supporting documentation regarding both the ISR program and threat that drowning poses to our youngest and most vulnerable of citizens...Our Children.

Thank you for your consideration.

Therace Pollard

ISR Certified Master Instructor

Pediatric Support:

February 29, 2020

To whom it may concern:

My name is Dr. Todd Porter and I am a pediatrician at Denver Health Medical Center in Denver, Colorado. I am also the father of 3 children aged 10 years, 8 years and 6 years. Since completing my residency in pediatrics, I have always been passionate about pediatric injury prevention. From 2003-2009 I was actively involved in our local Safe Kids Coalition especially in the area of child passenger safety. In 2009 my wife and I started our family and from this point on my primary role has been attempting to figure out how to keep my children safe in a world full of dangers and unexpected hazards. Yet despite being a former competitive swimmer as well as a community pediatrician, I really had no insightful anticipatory guidance on how best to teach my own children how to swim nor advise my patient's parents on what to do with their children. Being passionate about injury prevention I was familiar with the statistics about drowning, but it was easier to talk about car seats to families than how best to reduce the child's risk about drowning.

Then in 2013 at the recommendation of a friend and neighbor, we enrolled our then 3-year-old daughter and 22-month-old son in this lesson program called ISR. As a pediatrician, I had never really heard about it and still around that time the guidance from the American Academy of Pediatrics (AAP) did not seem to have any strong recommendations for swim lessons in the 0-4 age group. Over the next 6 weeks I watched in awe and wonder as my daughter and son learned how to problem-solve in the water and rotate and float on their back with eventual ability to float-swim-float. Fast forward to 2014 when we enrolled our third child at the age of 10 months in ISR and he accomplished the same survival skill of independent floating in the water proving at least to me that an infant of his age was developmentally ready to learn this skill.

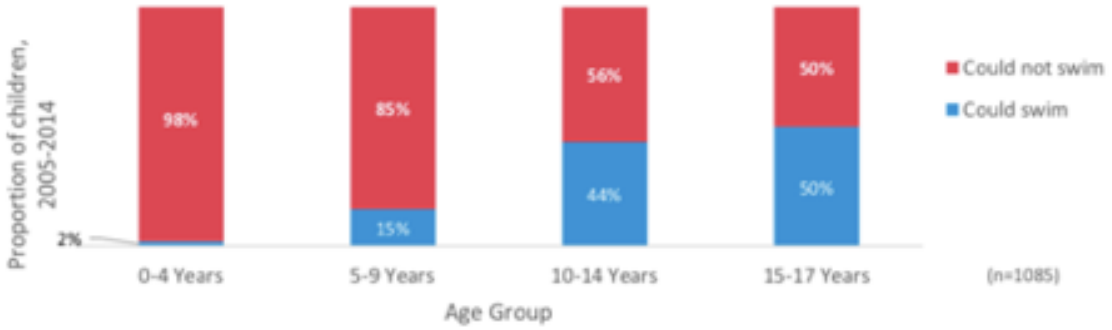
After witnessing the success of the ISR program I did start to recommend it verbally to my patient families during anticipatory guidance on drowning prevention in the 0-4 age group my personal experience with ISR and my

growing friendship with Nicole Hughes that I have come to better understand the gross deficit that continues to exist in our national drowning prevention efforts as well as our society's misperception on how we should introduce water activities to our children.

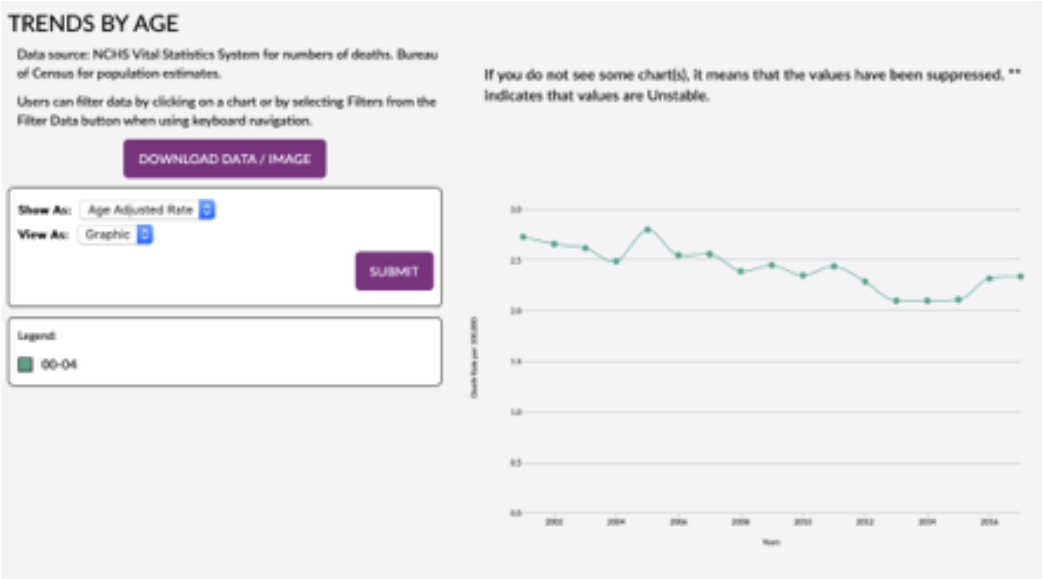
Some facts and graphics about drowning:

- children 0-4 years drown at 3 times the rate of 5-17 year olds
- children < 2 years are more likely to drown in a bathtub while 1-4 year olds drown more often in swimming pools where child death review investigations showed lack of supervision and failure of physical barriers to be key factors.
- it is estimated that for every death, 5 children visit the emergency room for non fatal drowning
- Current supported drowning prevention approach consists of Layers of Protection that include Barriers around pools, adult supervision, water safety education (may include swim lessons) and CPR
- 2004-2014 Child Death Review data on Pool Drownings found that "breaches in these layers of protection ranged from 7-91% of cases meaning that at least one layer was breached in 9 out of 10 fatal drownings reviewed…Barriers failed 47% of the time, supervision was missing in 49% of the time, and only 2% of children < 5 yrs reported to be able to swim". (Dangerous Waters - SKWW)

Child Death Review Data 2005-2014 on Swimming Ability by Age



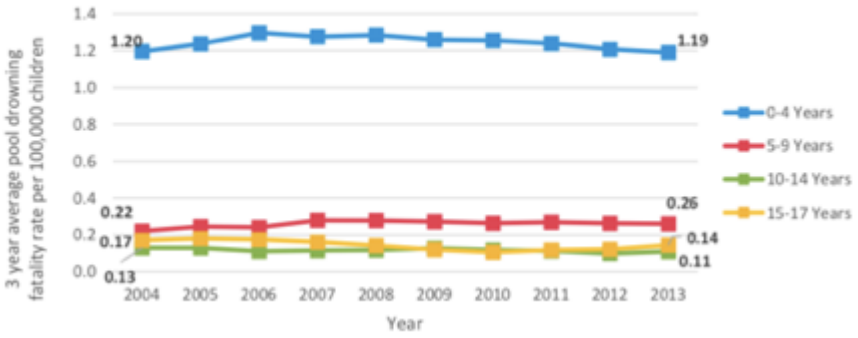
CDC data on Fatal Drownings age 0-4 years from 2002 to 2016



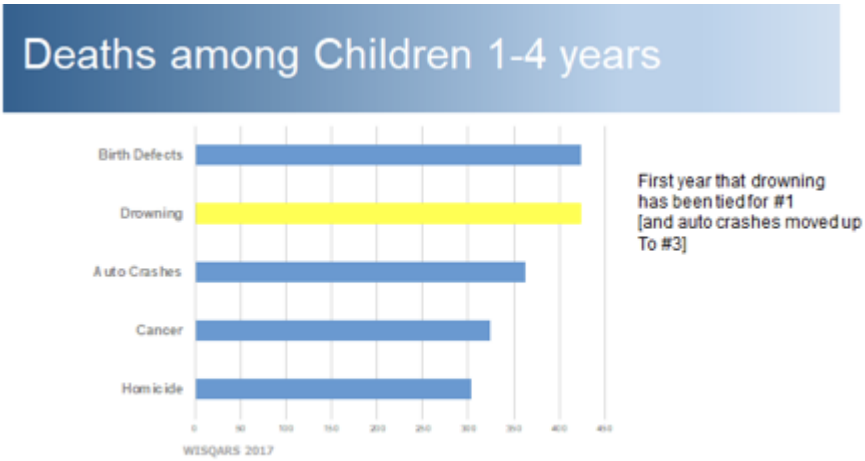
Contrast to reduction in death rate for children 0-4 years of age in Motor Vehicle Crashes 2002 to 2016 — CDC Data.

CDC Wonder Data 2004 - 2013 on lack of reduction in Child Pool Drowning Deaths by Age

Figure 5. There have been no significant improvements in age-specific pool fatalities in the last 10 years[4]



CDC 2017 Data showing drowning now tied for #1 cause of deaths in 1-4 year olds



The above graphics clearly display the lack of meaningful reduction in child drowning deaths specifically in the 0-4 year age group over the past 15 years. So much emphasis has been placed on layers of protection and despite having great potential to reduce drownings (pool fences / covers / PFDs / supervision), data has shown that all of these have the potential to fail and they all depend on placing responsibility on something and someone else external to the child.

The one layer of protection that travels with the child wherever he/she goes is the child's own learned survival skills when faced with an unexpected interaction with the water. However, unlike car seats which are crash tested and heavily regulated and have lead to a significant reduction in motor vehicle occupant fatalities in the 0-4 age group over the last 20 years, swim lessons are not regulated and therefore are quite variable with what, if anything, the child learns during the swim lesson program. Because of this, leading pediatric injury prevention advocates have been prudent in their recommendations on when a child is developmentally ready to start swim lessons in this age group. *Therefore, unlike motor vehicle occupant fatalities, we have not observed any substantial reduction in drowning deaths in the 0-4 year age group over the last several decades.*

Regardless of the layers of protection external to the child that are enacted, they will never be absolute or ubiquitous around the child. Because 69% of drownings in the 0-4 age group occur with unplanned interactions with water, we must elevate the priority of individual swim lessons, specifically lessons with the intent of teaching self-survival skills of floating independently.

Sincerely,

Todd Porter, MD, MSPH, FAAP

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The statistics on drowning have remained stagnant for decades. How many more thousands of children must drown? How many more parents, brothers and sisters, aunts and uncles, and grandparents will have to sit on the front row of a funeral for precious children who had full lives snatched away from them in seconds.

We must teach our children how to survive in water before we teach them that it is fun. They are counting on us. The next generation of parents should never have to say, "I just wish I had known."

Letters of Support

April 23, 2021

Planning & Zoning Commission,City of Chandler,Lauren Schumann

Regarding Infant Swimming Resource at 2720 E Coconino Dr

Ms Schumann,

I am a resident at 2710 E. Coconino Dr. and live directly next to the Pollards who reside at 2720 E. Coconino Dr. Our backyards share a wall next to both of our pools. My wife Julie and I have lived in this house with our kids for almost 10 years. The Pollards lived here prior to our moving in.

We learned about the Infant Swinmming class that Therace runs next door shortly after moving in. Therace explained the nature of the classes and how she is teaching life saving skills to young kids. In Arizona unfortunately numerous small children every year die in drowning accidents. Being a Father of two teenagers at the time, I understood immediately the value of these classes.

I am an executive with an Intelligent Transportation company. Prior to the pandemic I traveled extensively. When I was not traveling, I worked from home as I do now. I have no office in Arizona. My home office provides me with a view of the street and positions me likely less than 50' from the pool where the classes are held.

I have had absolutely no complaints regarding anything with this class and for the most part goes greatly unnoticed by me. As I am sure you do, I have a considerable number of online meetings and several conference calls when I am working at home. I have never had occasion when any of these classes have interfered with me personally or professionally.

The Pollards have always been respectful of us as neighbors. Therace has proactively inquired frequently over the years as to if there are any issues. She is very conscientious of her neighbors and ensures that anything she is doing is not causing problems.

My wife Julie and I are very supportive of Therace being able to continue to offer these classes. She provides an invaluable service to our community and our youth. We hope that she is granted a permit to continue these classes.

Best Regards,

Dan Nall

2710 E Coconino Dr, Chandler

602-828-3349 danieljnall@gmail.com

FROM THE DESK OF

KAYLA LOWERY

April 20, 2021

Kayla Lowery
3321 East Azalea Drive
Chandler, AZ 85286

To Whom It May Concern,

As Arizona natives and my husband working in the Fire Department for 18 years, we know it is absolutely crucial for children to learn not only how to swim, but how to learn survival skills in the water. Our two children were taught by Therace for years, starting at the age of one. We knew that pool safety gates cannot just protect children from every dangerous water situation. Within the first week of lessons, we discovered not just how incredible her expertise is with teaching children life saving skills, but how well she ran her business. Therace is reliable, honest, patient, kind, organized and has the heart of gold towards every single family that walks into her backyard.

After our experience with Therace Pollard, I can truly say without a doubt, she is absolutely essential to our community. She is making it a better and safer place for all families. As we all can agree as parents, we want our children to safely enjoy the water, and we cannot do that without Therace Pollard.

Sincerely yours,

Kayla Lowery

KAYLA20ROSE@YAHOO.COM - 480.710.7795

Meagan VonSchoff
2136 E. Pickett Ct
Gilbert, AZ 85298
C-480-292-6113
mlassen4@gmail.com

April 22, 2021

Lauren Schumann
Senior City Planner
City of Chandler

To whom it may concern,

The purpose of this letter is to demonstrate my support of Therace Pollard and her passion to keep our community safe. Her love and commitment for teaching children survival skills in and around the water is unmatched and absolutely essential to this community. She is a certified master instructor with a skill set that reaches all different types of children and learning styles. Her dedication and love for developing safe, happy and confident swimmers is something every community needs.

As the days heat up and summer approaches more and more people will be using their backyard pools and unfortunately we know we will begin to hear the awful and absolutely devastating stories in the news about child drownings. Therace makes a difference and her work decreases this alarming statistic by empowering children with skills that can and will save their life in and around water. I have never met a more dedicated person to this cause than Therace Pollard. We love her, our children need her, and we all ask that you please allow her to continue providing this invaluable service to our community.

Sincerely,

Meagan VonSchoff

Sarah and Stephen Cupples
3402 E. Orleans Ct.
Gilbert, AZ 85298

4/26/2021

Lauren Schumann
Senior City Planner
City of Chandler, AZ

RE: Therace Pollard, ISR Certified Master Instructor

To Whom It May Concern:

Our family had the pleasure of meeting Therace in 2015. She had come highly recommended by a friend who had raved that ISR lessons with Therace were the very best way to ensure kids were safe in and around water. Upon meeting Therace, we were immediately impressed by her sincerity and calm demeanor. We watched her interact with our child in the pool who was initially apprehensive, but within only a few lessons, we watched our child's confidence begin to grow. Therace started with simple exercises and gradually progressed into having our daughter swim longer distances, and before we all knew it, she could swim, roll to her back and float, then flip back into swimming again. Over the weeks, our daughter's abilities progressed to the point the point where we had a strong, safe two-year old swimmer. When she completed her final lesson with Therace and received an adorable little medal for her accomplishment, our daughter just beamed with pride and confidence. We were so proud! It felt extraordinary to watch her skills grow and to know that our daughter learned from the very best!

From that point on, we brought our daughter back for annual refresher lessons to maintain and build upon her skills. We later brought our younger daughter who also learned to be a safe swimmer from Therace. The awe we experienced watching her gradually learn the sequence from swimming, floating, swimming was no less incredible than when we experienced it with our older daughter. To see an apprehensive, cautious, and uneasy child grow confident in water is an amazing thing! Each step of the process, Therace was a friendly, encouraging, compassionate coach to our girls, praising their efforts as they progressed in their abilities.

When our older daughter was 4 years old, we had begun swimming in our personal pool prior to ISR lessons beginning, so it had been 8-9 months since she had been in a pool. Our daughter was playing on the steps when she accidentally stepped off the pool step into much deeper water. From only a few feet away, I watched the look of panic come over her and then I watched her do something amazing. She rolled onto her back and into her float and she took some deep relaxing breaths. By this time, I grabbed ahold of her and picked her up to give her a

hug. She said, “Mom, you saved my life!”. I said, “No sweetie, Miss Therace taught you how to save your own life if you ever needed to, and you just showed me that you remembered exactly what you were taught to do! I am so proud of you!” I had never intended to test out her instincts if she ever fell in water, but this was a profoundly valuable moment that showed us she had retained everything she was taught by Therace, and should she ever find herself in a similar situation, she would know exactly what to do in order to keep herself safe. I believe that this is one of the most incredible and valuable skills we can instill in our children.

Water safety is something we take very seriously. We take all precautions with our children including a pool fence, door locks, and we only allow our children to swim when there is appropriate supervision. We believe that ultimately, ISR is the last line of protection and most effective strategy for safety in water for our children. We feel incredibly fortunate to have had Therace teach our children. Her instruction instilled valuable swimming abilities and she also serves as a wonderful positive influence on us all. Our family will forever be grateful for the ISR program, but we are most grateful that Therace Pollard was the one to teach our girls. She is truly an asset to our community!

Sincerely,

Sarah and Stephen Cupples

For anyone interested in saving a child's life,

I met Therace Pollard in 2009 when my oldest daughter was 2 and my 2nd daughter was just a couple months old. I came to her extremely traumatized after my 2 year old walked off our baja step into deeper water as I was tending to my baby on the side of the pool. When I turned back around my 2 year old was under water; she made NO noise, there was NO splashing, there was nothing but silence. Mind you I was in the water with her and turned my head for less than 10 seconds. I had already been referred to ISR through our daycare provider but had yet to call. I immediately called Therace, explained what happened and we started lessons the following week, that was the BEST call I have ever made as a parent of 3 kids. All 3 of my children have completed the ISR program with Thearce and have done multiple follow up lessons, I am 100% sure that this training has saved their lives. They are all strong swimmers now at the ages of 14, 12 & 8.

The one on one lessons that are provided are imperative to their learning and mastering the survival skills being taught. The kids have the undivided attention of the instructor everyday to truly hone in on each skill. They start with small steps and continue to build on to each skill until they know how to swim to the side of the pool, flip over in the water to float on their back, swim and flip over until they can get to safety. It is amazing to see the progress the kids make in just a short period of time. I know many families that have taken their children to group swim lessons for months or years and their children still cannot swim on their own. ISR and Therace provide survival skills in and around the water, which is a necessity living in Arizona.

Therace is one of the most kind, patient, knowledgeable and understanding people I know. Here level of expertise in teaching my children water safety and survival swimming while keeping a calm and tender demeanor is unprecedented. She is professional in regards to her training and extremely respectful of her neighbors in regards to directing us where to park and being mindful of neighbors property and privacy. Therace and her husband, a firefighter, are true community heroes and as a member of this community I STRONGLY support her in continuing these life saving lessons. As drownings of young children continue to climb, I believe we all need to do our part in supporting the work that these amazing ISR instructors are doing, they are providing our children with true life saving skills.

Thank you for taking the time to read this and I encourage you to reach out if you need any other information.

Kind Regards,

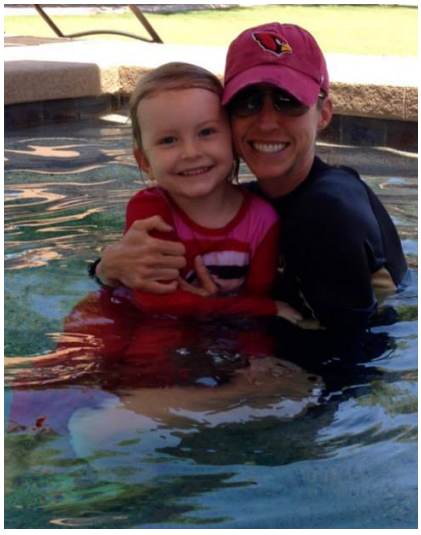
Mike & Shauna Murphy

Shauna - 480-620-4971 | shauna@alphaomegafg.com

April 27, 2021

To Whom It May Concern,
This serves as a letter of support for Therace Pollard (Infant Swim Resource Instructor). The impact Therace and the program she runs is invaluable to families and to the community as a whole. She has taught countless children how to stay safe around the water which in turn saves lives. The way she cares about each individual family is unmatched. She made us feel so important and she meets every child where they are. My children took ISR lessons from Therace for a few years. I have a son who is Autistic and he absolutely loved "Miss Therace". He took lessons and refreshers from her until his legs were long enough to touch the bottom of the pool. His progress and retention of skills took a little longer than neurotypical kids, but Therace welcomed him with open arms nonetheless. She is so encouraging and puts all of her heart and soul into her work. Not only is she saving lives, she is making lifetime friendships and forming bonds with the kids and families she teaches. She is helping children and families gain confidence and knowledge regarding water safety. She is amazing and I fully support the continuation of ISR under her expertise.

Sincerely
Briana Clark
480-518-5992
(Mama of Braden & Sydney)



4/28/2021

To Whom it May Concern,

I am writing this letter in support of Therace Pollard, our daughter's ISR instructor. Our 3 year old daughter, Adrie, began lessons with Therace just 5 short weeks ago. Adrie has always been curious around water, willing to attempt swimming without reservation, but with no real ability. When our family recently got a pool in the backyard, I knew I had to do something to help keep my curious child safe.

I was referred to Therace by our cousin, who has 2 boys who have been successfully instructed by her. As a first time parent, not knowing what to expect, I appreciated how professionally run the lessons were. Thereace was very clear about the rules of her neighborhood, including parking, time of arrival, vehicle speed, direction of traffic, and consideration for her neighbors. I knew right away that Adrie would be comfortable with Therace, who provides a caring, welcoming, fear-free teaching environment. Her passion for teaching was evident right away. Adrie has just flourished under her instruction, and is set to complete this season's lessons in a few days. She has gone from a child with no swimming skill, to a child who I'm confident would be able to use her life-saving skills if ever in that situation.

May is National Water Safety Month. Every year, the fire department near our home displays a sign reminding citizens that drowning takes only seconds, and to watch children around water. In past years, this reminder would cause me to have an anxious pit in my stomach. But not this year. I am confident that Therace have given Adrie the skills she needs to be safe in and around water. What an invaluable gift.

Therace provides an invaluable service to the children of our community, and to take that opportunity away would be a tragic disservice.

Thank you for your time and consideration,
Tia Cross

April 22, 2021

To: Members of the Planning and Zoning Commission and Chandler City Council C/O Lauren Schumann

From: Lori Still, resident of Fonte Al Solé and in support of Infant Swimming Resource

RE: PLH21-0006 Infant Swimming Resource

I am a neighbor of the Pollard Family and had my 3rd child attend ISR lessons at their home.

Quick story: my husband and I were doing yard work in the backyard and our 1st child, 3 year old son, was playing on the large top step of our pool. My husband and I were discussing what to put where with regard to storage and my son was within 5 feet of our discussion. My son is normally one to make lots of noise no matter where he is, but as my husband and I were talking, we both turned around because it was quiet. My son had his head half under water, his feet were tip toe touching the shallow end of the pool and his arms were flailing slowly. I will never forget the look of panic in his big, wide open blue eyes as I jumped in to pick him up and hug him. He was drowning before our very eyes and we had no idea. Luckily, no harm came to him and we heightened our awareness of the reality of drowning. We had never owned a pool before and were new to Arizona.

By the time our 3rd child came along, Therace had started her ISR class down the street. Since we were "out-numbered" (3 kids to 2 parents) and I knew how easily drowning can happen, we signed up for classes. My daughter was 7 months old when she started, and she graduated from that course on time with excellent results. We even had it put to the test when I was in our pool with her. She was in the water on the edge of the top step and fell into the pool (it was not a jump; it was more accidental). I was there with her and did not panic. I did not even rush to go get her because before I could take a step toward her, she had flipped onto her back! She started her life saving float exactly how she had learned it from Therace! She kept it going until I calmly scooped her up so we could continue playing. There was no panic from my daughter, she was not at all traumatized by any of it. In fact, she would even enjoy "doing her flippy swim" on cue when other family members were in the pool.

I cannot emphasize enough, how amazed I was, how thankful I was to have my daughter know how to survive in water. What Therace does empowers kids (INFANTS!) and provides peace of mind for families. Her caring professionalism has always been evident. She runs her business with high standards and expectations, with clear communication along the way.

I am in <u>full support</u> of what she is doing. She is literally a life saver.

Lori Still

Dear Lauren,

All 3 of our children have been in swim with Ms. Therace over the past four years. When we first moved to AZ from CA everyone insisted we do ISR. We had never heard of it and had no clue what it was like. We started out with a different instructor who was by no means a Ms. Therace. Our Neighbor than gave us Ms. Therace number and we switched. It was a night and day difference. Her sweet, calm and patient demeanor has blessed our family with safety and knowledge with children and swimming. We have recommended her to many other families and she is truly a blessing and has been gifted with a special talent to teach children to swim within 6 weeks! My youngest started when she was 18 months. That's incredible.

Whoever this unhappy individual is should mind their business or sell there home if they can respect the lives of others.

Call or email with any questions.

Vanessa Thomas
408-355-4128

To whom it may concern,

Therace Pollard and the ISR program is invaluable here in Arizona. When my son was 3yrs old, I first learned about ISR and Therace through another family. My son learned more about water safety and survival in a short 5 weeks with Therace vs over a year at a brick and motar group swim classes. When my daughter was born, we enrolled her also with Therace. My kids are now 6 & 9 years old and are very strong swimmers. The foundation Therace taught my children is invaluable. They still use their swim/float sequence when in the pool. The private, one on one, repetitive classes ISR provides is the key to their success. Please provide Therace with the needed permit to continue to do her life saving work.

Thank you
Aleshia Smith
aleshia.k.smith@gmail.com

I can't say enough in support of Therace Pollard and the importance of her work for our community. Therace's passion for teaching infants and toddlers life-saving skills is evident in the way she conducts her business. My sons were 3 before I heard of Infant Swim Resource and I was adamantly against having a pool in our backyard knowing the tragedies that occur all-too-regularly in Chandler. I cannot express the profound relief I experienced after my sons trained with Therace and learned how to save themselves should they ever fall into a pool or encounter danger in the water. I only wish I had known about Therace & ISR sooner – it would have saved me years of anxiety! I have so much respect and gratitude for Therace's stern and compassionate manner of teaching. It is evident that this is her life's work and our community is so fortunate to have her.

Amber
amber.l.golden@intel.com

To Whom It May Concern,

Therace Pollard is saving lives. My two boys could confidently swim at an extremely early age because of her. She runs her business efficiently and professionally, and she is extremely respectful of her close-by neighbors. It's hard to put into words just how valuable she is to her neighborhood and community, and when I first moved into Fonte A Sole, I was thrilled that she ran her business so near me! I cannot say enough positive things about Therace. I know for a fact she has saved my children's lives, as well as countless others.
Sincerely,

Martha Zimpfer
ranier21@gmail.com

To whom it may concern,

My daughter Tayler spent three summers taking ISR lessons through Therace Pollard at her home. As a parent, when you live with a pool in your backyard, you are always scared of the danger it presents to your children. After just one summer of lessons at three years old, my daughter was a confident happy swimmer who knew how to be safe around water. I contribute that confidence to the level of skills she learned from Therace. She is patient, loving and only wants to help children learn how to save themselves should they fall into a pool. I live one block over from Therace and have never found her teaching ISR from her home to be in community nuisance. I think most neighbors support the lifesaving lessons she provides to little ones.

Sincerely,
Meredith Hahn
azmichgirl@cox.net

Good afternoon Lauren,

I am writing about my kids' ISR instructor, Therace Pollard. She is a wonderful teacher and is doing a great thing for the community. Please know that I support her and what she is doing. Both of my children went through her ISR course and are safe around the water because of the skills she taught them. We have a pool in our backyard and those water skills are essential. We appreciate Therace and recognize that without her, my kids had the potential to be another statistic.

Thank you,
Lindsay Lange

"Lindsay Lange" <lindsay.lange12@yahoo.com>

To Lauren Schumann, Senior City Planner and to any others it may concern:

Hi, my name is Rachel Rogers. I am an Arizona resident, mother to three children and registered nurse. I first learned about ISR (Infant Swimming Resource) from numerous coworkers who took their children to Therace Pollard, ISR Certified Master Instructor. They raved about the program, showed me videos of their children swimming and floating safely in the water, and had the highest regards for Therace.

At this time, my oldest had just turned one and was walking. Living in Arizona and knowing our summers would be spent around pools, I knew ISR was for us. I even had an incident where my daughter had gotten outside and my parents' pool gate was wide open. I shudder to think what would've happened had I not gone looking for her as soon as I noticed she was out of my sight. I contacted Therace and she was so accommodating and helpful, answering many of my questions since this was our first experience with ISR and swim lessons in general. She was so great with my daughter (and me) and made it so my child had the skills she needed to be safe around and in the water. She also took the time to teach me how to help my child practice and keep her skills up to par. I am such an advocate for ISR. I am so impressed by what Therace has done for my family.

Fast forward almost 6 years later and now all 3 of my kids have gone through ISR. Therace loves the kids she teaches. She tailors her skills to what they need. All of my children have had obstacles to get through to become completely safe in the water and Therace is so patient with them and skilled. She works with them, meets them where they are at, and through her training, gets my child safe! It is amazing! This community needs this program. As a parent, my children's safety is the most important thing to me. I can't imagine not being able to have the peace of mind that ISR gives. I trust Therace with my babies and she is so good with them. She is so kind, hard working and passionate about her profession. I hope she can continue to save children and do what is so desperately needed, especially in this community. Thank you for your time.

Sincerely,

Rachel Rogers
rasemrad@gmail.com

Whom It May Concern,

My name is Briana Villaseñor and I am writing to show my support for ISR Master Instructor, Therace Pollard. As you can imagine in the climate in which we live, her work is extremely important. I do not exaggerate when I say her profession saves children's lives. My two children took ISR lessons with Therace. My oldest was swimming at age 2 while my youngest was floating at age 1 and fully swimming by age 2.

Her work is invaluable and she must be able to continue without harassment. She is preventing babies, toddlers and children from drowning.

Best regards,
Briana Villaseñor
brianatroisi@aol.com

To Whom it May Concern:

I was asked if I would submit a letter of support for Therace Pollard, ISR Instructor. I emphatically agreed to do so.

The work that Therace Pollard does at her home to teach children water rescue skills is invaluable. My daughter Heather took ISR approximately 10 years ago and I am grateful everyday that we had the opportunity to learn from Therace.

I am convinced that she has personally saved many little lives from drowning incidents. As you know in the valley and surrounding areas we hear all too often of the children found in backyard pools or bodies of water.

While providing lifesaving techniques to both children and parents, she also has strict guidelines regarding people coming to her residence. She is very aware of her community and very respectful of her neighbors and the impact this may have on her neighbors. She is very specific in providing details for parking, noise, and makes a point to mention that we are entering her residential neighborhood and “please respect “ the neighborhood.

It would be a great loss to the community if Therace could not continue her practice of saving lives at her home.

Please do not hesitate to reach out if you have any concerns or questions. 480-335-1957.

Sincerely,

Julie A Santarone

To Whom It May Concern:

Our family has known Therace Pollard for three years. She was incredible with our son who is now four and an impeccable swimmer. Our daughter, 17 months, is in the process of lessons this season and already floating. The life saving skills Therace is able to achieve with children so young is nothing short of miraculous. There is no doubt in my mind she's prevented drowning deaths.

If you have any further questions or need anyone to give testimony in person please do not hesitate to contact me.

Amber Spangenberg
602-628-2438
a.spangenberg11@gmail.com

To Who it may concern:

As a retired 911 operator and police dispatcher I know what a priceless gift Therace Pollard is offering to families. I have etched in memory the screams of 911 callers who have found a child in a pool. In my opinion kids cannot learn the self rescue skills she is teaching in a group or public setting. The 1 on 1 attention in the quiet of her backyard pool is a key factor. My own granddaughters are enrolled in her program. Therace is a passionate professional in what she is doing. She is respectful of her neighbors and communicates very clearly to her clients when and where to park & enter her property. I am asking that you grant her a Use Permit to continue this community service.

Thank you,
Krista Mickelson
kmickelson@cox.net

To Whom It May Concern:

My name is Amy Pfeifer and I am the mother of three wonderful daughters, Callie (15), Hannah (13) and Grace (2).

Therace Pollard has not only taught Callie and Hannah to swim, she is currently teaching Grace to swim. I can not express enough how important it is for my children to learn to swim.

Not only am I am mother, but I am also a first responder. One of the calls for service that I can remember to this day is the drowning of a precious little girl that at the time was around the same age as Grace.

The child was being watched by her loving grandmother. While the child was eating breakfast her grandmother used the restroom. During that time the child crawled through the doggie door and into the pool. To this day I remember standing in the hospital room watching this beautiful angel knowing it was a matter of time before her family would be saying good bye.

My husband and I recently had a pool built and I emailed Therace to see if she would be able to teach Grace swim lessons. I should add that Grace was born with Trisomy 21, more commonly known as Down Syndrome. Therace was so accepting and welcoming of teaching a child with different abilities.

I was happy to see that ISR had a medical history evaluation during registration so that Therace and the ISR nurse could learn more about Grace's diagnosis, skills and abilities prior to starting lessons.

Once Grace was approved for lessons I was provided a handout discussing ISR and children with DS. I loved that the document explained possible challenges or common attributes associated with children that have DS such as low muscle tone, but the document was also very positive about the success of children with all abilities.

Over the last few weeks I have watched Grace progress and gain confidence in her skills. I have watched as Therace has demonstrated skill, patience, love and support to Grace and to our family. I can not express how thankful we are for Therace Pollard and ISR!

Attached are a few photos of Therace teaching Callie, Hannah and Grace to swim! The last is a photo of Grace after her first lesson with Therace.

Thank you,

Amy Pfeifer
amyr67@hotmail.com

To whom this may concern,

My name is Nicole Derrico, I am a mom of four young boys. From the time my oldest son could sit up at six months old he was in Therace Pollard's pool learning how to survive in the water. Days in her pool turned into weeks which turned into every year returning to practice survival techniques of being in the water. Therace Pollard is so brilliantly skilled at teaching children of all ages the best way to swim and float while remaining completely safe in the water. This is no easy task for Therace Pollard. She has dedicated more hours in the pool each week teaching children to swim then the average work week. After putting all four of my boys through her ISR program, my husband and I are completely confident our boys know and understand the value of the safety around water. If every child had the opportunity to be gifted the chance to learn these skills, especially in Arizona and Florida, the two states with the highest number of pools per home, maybe one day we would be at a point of zero drownings.

I support Therace Pollard and the ISR mission to save lives in the water.

Thank you and many blessings,
Nicole and Mark Derrico
nderrico@yahoo.com

To whom it may concern,

I am writing to share what a positive impact Therace Pollard has made on our lives. Our 2 year old is safe around water thanks to Therace teaching her ISR skills. What Therace teaches little ones in her backyard is invaluable and we are forever grateful for these lessons.

Rachel Mickelson
rachelwilt24@gmail.com

To whom it may concern,

I am writing this letter in regards to ISR and the certified instructor, Mrs Therace Pollard. I am a mom of 4 kids, and Mrs Pollard has been their ISR instructor since 2009. The experience since day one has been nothing but perfect. From her friendly personality, her love for the kids and families, the process to sign up, the rules she has in place to keep the kids and families safe before/during/after lessons, are all done within the rules of the program and respect of her house and neighborhood. She provides clear expectations of where to park, to drive slowly the neighborhood, how many people can go, to keep the traffic down. The program is absolutely amazing to teach children how to survive in water, but wouldn't be successful without teachers like Mrs Pollard. Her love and dedication to my kids has taught them life lessons on how to survive in water. I can't thank her enough.

Sincerely,
Kim E
chris.kim3@cox.net

To whom it may concern:

My son is currently enrolled in ISR (infant swim resource) with Therace Pollard. We are almost half way through the course, and I can already tell you this is life changing. As drowning is the number one cause of death from children ages 1-4, ISR is an invaluable skill. This skill is life saving, and with this skill, childhood drowning is preventable. I believe that it is of the utmost importance that children are given this opportunity. The opportunity of learning what Therace teaches, could save their life one day. This course is giving my son 1 on 1 time, so that he can truly learn at his own pace. We really could not ask for a better experience. I am currently expecting baby number 2, and would be devastated if I was unable to provide this life saving skill to my future daughter.

Thank you for your time.

Sincerely,
Donna Tinto
donnaromeo7@gmail.com

To whom it may concern,

I am writing on behalf of my daughters who are not old enough to read and write. As well as my own experiences with Therace Pollard. Mrs. Therace has taught them life saving skills for two years in a row. My children adore her and look at her more than a swim instructor. They look at her as a friend and they trust her.

Every morning from Monday to Friday we get ready and go to Mrs. Therace's to learn invaluable skills. My daughters have literally cried on the weekends because they couldn't go see Mrs. Therace.

A little background on my family, we are from Florida. We lived in a state surrounded by water and every family member owns waterfront property. For fun and as a daily activity our families were always on boats and swimming. My daughters constantly had on floaties and that's if I allowed them near the water. Often times my daughters would be on the sidelines watching everyone have fun because I could not always give my full attention to both of them in the water. I felt uncomfortable and stressed out anytime water was involved with my two children.

We moved to Arizona thinking we traded water for sand just to find out there is a swimming pool in every yard it seems. Our family here has a large pool and hot tub that our daughters became obsessed with. Again, our daughters could not play outside unless they had on floaties or a life jacket. I constantly feared they would fall in while playing near the pool or one of our dogs would run by and accidentally push one in. I was fearful that it might traumatize them from being near water.

I began to research swimming lessons in our area. I didn't want a public place because my children are young and I wanted something private and more personal. I found Mrs. Therace Pollard and researched her thoroughly. I looked at her website and social media account as well as any reviews. When I decided she was the right instructor to teach my daughters I reached out right away. I was reluctant to find out she taught in the comfort of her home. I love this concept because it made my children feel comfortable and at ease. It was also a realistic scenario because most drownings happen in a backyard swimming pool.

My daughters learned so much more than just to save their own life, they learned respect for water. My daughters also learned how to listen, they gained confidence, they learned to focus and in the process they made a life long friend. The joy in their face when they run in her backyard for lessons is such a heartfelt moment for a parent. They are always so happy and cheerful. My daughters cheer each other on and even clap for themselves because they are so proud of their hard work. There is no telling how many lives Mrs. Therace has already saved by giving children these skills. I am grateful and fortunate that my children were among those children, because I personally know families that have lost their loved ones in drowning incidents.

My children go to school bragging about their new skills and it has brought attention to other parents who have the same fear as I had. I now have families coming and asking me who my daughters swim teacher is because my children talk about her so often and so highly.

I couldn't imagine a better and more suited person to teach children these life saving skills. She is truly passionate and loves each and every child she comes in contact with. She radiates positive

energy and makes our children feel so safe, loved, and accomplished. We can't speak highly enough of her and her contributions to the community. We love Mrs. Therace and we will always be grateful that she potentially saved our children from being another drowning statistic.

Sincerely,

The Kish Family
kayleykish@yahoo.com

Dear Lauren Schumann or To whom it May Concern,

As a father of three, and a grandfather of three, the biggest fear I have is getting a phone call saying tragedy has stricken my family. This biggest fear is hearing the words one of your children or grand children fell into the pool and couldn't get out. This is a nightmare I would hope no one ever encounters. My daughter and mother of three has taken my grandchildren to Infant Swimming Resources with Therace Pollard as their instructor for several years. The confidence and self awareness my grandchildren now have being in this program in not measurable by any metric. They have the ability and confidence to navigate the pool calmly and safely which before they started to attend Ms. Pollards program did not exist. I would hope the City would look at this as a priority to enable this program to continue. Even if Ms. Pollards program saves one innocent life, isn't it worth it.

Tony Ficara
480 250 5851

WEST USA REALTY
WestUSA
REALTY

April 20, 2021

To whom it may concern:

I am writing this letter in support of Therace Pollard, Infant Swim Resource Instructor and her desire to obtain a permit to conduct business at her single family

We have lived around the corner from Therace and her family since 2004. Our daughters were friends in elementary school and I was provided the opportunity to meet her and get to know her during this time. Therace is a warm, inviting, genuine and kind person. Her desire to provide these lessons is not one I imagine is viewed as a "job" to her. This is a passion to help children and try to prevent drownings. She is an amazing mother and opens her home to help all the children that she can to learn to be safe in water. Arizona has staggering (and most times preventable) numbers of child drownings with our heat and children's curiosity of water. I experienced this with my own child who was receiving lessons but even with a fenced pool she still was curious and ambitious. Having a piece of mind that they will be safe IF they end up near a body of water is priceless. The traffic in the area may be a few more cars than normal but it is for a very good reason. I do not feel any increase in traffic is detrimental or a nuisance. IF Therace were to hear about someone not being safe driving in the neighborhood she would be the first to politely ask them to be more cautious.

I am fully in support of her obtaining a license to continue this wonderful work she does and the safety she is providing to these children.

Sincerely,

Sarah Cronk

4287 S Kimberlee Drive

Chandler, AZ 85249

ISR Letter of Support – Therace Pollard

Therace Pollard is a beloved ISR instructor in the Chandler area, but her work reaches far beyond the East Valley. You see, Therace is responsible for saving hundreds, no thousands, of children from drowning. She not only teaches, but promotes and encourages water safety from the mere age of six months old. I know this first-hand because our daughter is now entering her third year of swim with Therace.

We first found Therace by searching our zip code on the ISR site and she was the closest to us, so it was a win. Once we met her and encountered her amazing spirit, kind heart, and passion towards swim and saving lives, we knew she was truly a blessing to not only us but countless other families. Our first swim season seemed like we would speed through and maybe even graduate early. Our daughter had other plans and had breath control like no other. She would float face down, so Therace added extra weeks onto our schedule to ensure our girl was safe, confident, and equipped in the water. Her patience is truly that of angels. She worked tirelessly with daughter until she was rolling and floating on her back with no panic. She went above and beyond and we were overjoyed to know we had someone so invested in our daughter and her well-being.

What we love about ISR and Therace is that it is not just swimming that's on the schedule each day. Children learn breath control, how to float, swim/kick, roll to their back, rest. The resting float truly saves lives and encourages children to be in control in the water and brings panic to a minimum. We are so fortunate to have Therace, a Master Instructor, in our area who is devoted to sweet kiddos and their families. To know Therace is to love her and we are so taken by talents and character, I've recommended her and ISR to countless friends and family.

She is a tremendous asset to not only our community, but to the world as she brings awareness to infant swim, drownings, and how they are truly avoidable. She is a Godsend, and we could not be more thankful for her and her willingness to open her pool to so many of us each spring/summer. Because of her, children LIVE.

Thank you,

Kinsey Van Haveren
432.260.1511

Dr. Amanda Wruble
155O West Thompson Way
Chandler, AZ 85286

April 20, 2021

Re: Letter of Support for **Therace Pollard**

To whom it may concern:

Therace has taught ISR (Infant Swim Resource) survival swimming to my five year old son for the last five years and my two year old son for one year. From the moment I handed her my seven month old baby, she gracefully and lovingly built trust with him and taught him the swimming skills he would need should he ever to have fallen into a pool unexpectedly. It is quite extraordinary to watch her work with my children, and the solace it brings me to know that my sons have had this important swim education is impossible to describe in words. She is extremely knowledgeable about all aspects of pool safety and child development and provides a rare resource to our community. She has invested countless hours in advanced education to stay current on the most recent information on child pool safety and education. Her dedication and passion for helping us keep our children safe has been a huge gift to our family.

Therace is also very professional about the lessons and the administration of how the daily swim lessons are conducted. She provides clear, constant, up-to-date communications with parents as to the timing and logistics of the lessons must run in order to be harmonious with her community. As a parent I appreciate this concise and thorough information so that we can be as efficient as possible about our laborious, daily time commitment.

Our family of four is very thankful that Therace is a part of our Chandler community. Thank you for taking the time to read my thoughts about Therace. We are very much looking forward to another year of swim lessons with her!

Regards,
Amanda Wruble

To whom it may concern,

I would like to tell you about the impact Therace Pollard has had on our daughter as her ISR instructor. When our daughter, Olivia, first started going to ISR with Therace, she was not confident around a pool and had a hard time getting acclimated in the water. Therace has helped build Olivia's confidence in the water and now she absolutely loves going in the pool and swimming. When Olivia was only one year old, she started going to ISR with Therace and she certainly did not know how to float safely on her back, let alone swim. Only one year later, at two years old, Olivia can comfortably float on her back for long periods of time and thoroughly enjoys being in the water. In fact, Olivia has gained so much confidence and has become so comfortable in a pool, that she is now working on kicking and swimming with Therace. There is no way that Olivia could have made the strides and gains that she has made without the help of Therace and she looks forward to seeing Therace every day throughout the season. As parents, to see the transformation from day one of ISR swimming with Therace until now is nothing short of incredible. It brings tears to our eyes to see how much our daughter has grown to love being in the water and it is all thanks to the expertise and loving nature of Therace.

We were referred to Therace by several of our friends who have had children go through the ISR program. When we asked around, hers was the ONLY name in town that people trusted with the ISR training and after just one session, we could see why. Water safety for our child is one of the most important things to us. Knowing that our daughter would have the training and confidence to respond to falling in the water in an accident, brought us the peace of mind we were looking for and it is all thanks to Therace and her amazing training program.

Another thing that makes Therace's ISR training program so amazing is how efficiently and conveniently she runs her business. From the moment we signed our daughter up for ISR it has been a seamless and easy process. Therace is extremely organized and runs a well-oiled machine. She greets us every day with a smile and we genuinely enjoy our time with her every day. She is passionate about water safety and makes you feel like your kid is the only one she is working with when in fact, she is helping hundreds of other kids learn how to be safe in the water.

If you have any questions or would like further information my husband and I are happy to help anyway we can. I fully support Therace and hope you all can see how much she is impacting our community one child at a time.

Tasha Lewis

Cell: 602-930-6896

To whom it may concern,

ISR has been the best money we have ever spent. The care and love Therace shows her students is unwavering. She is a blessing to her profession, and our neighborhood.

We started lessons with her when our oldest son was only a year old and have since watched our three kids learn and grow from her lessons over the last seven years. She is saving lives with every single child she teaches. Through her lessons our children have learned how to self rescue, which is a skill that means more to me than any other swim lesson around.

Therace is wonderful, and I would be devastated if she was unable to teach any longer.

Please don't hesitate to reach out with any other questions.

Thank you,

Shay Totolo
480-363-6777

My daughter Quinn has been swimming with Therace for the past 3 years. She just turned 4 this week. It is very important to us that our children know how to swim since we have a pool in our backyard. It is especially important that Quinn knows how to swim because she was born with a heart defect. We are cautious with all of our children but at an extra level with her. She only has half of a heart. Quinn has had 3 open heart surgeries in her life. From this, she developed diagnosed medical PTSD along with Sensory Processing Disorder. Quinn does not trust a lot of people. She has triggers with new situations, sounds, light, and touch. Therace is the only person I trust with Quinn in the water. She has been patient and beyond kind. There has never been a day in the past 3 years where I felt like Quinn was unsafe in swim lessons. The extra steps she has taken for my special needs child is something you can't get anywhere else. It is pretty remarkable that a child with half of a working heart, PTSD & sensory issues can turn herself to her back and float safely in the water. Therace is an exceptional instructor. She took a terrified little girl and turned her into a confident swimmer who LOVES swim class. This is more than just swim class for my daughter. She is learning life skills. She is learning to trust people again. She is learning that not everything in life is scary like the hospital. We hold a very special place in our hearts for ISR with Therace. We are actually veteran clients. My now 9 year old learned to swim with Therace as well. He is the best swimmer among all of his friends. I confidently say that is because of Therace. Her swim lessons are ran so much more organized than any big name swim school in the valley. We have tried just about all of them. Our lessons are always on time. She is very thorough in her teaching. Parking and entering for lessons is very quick and easy. It is hard for me to really express my love for Therace. She has given my family so much more than just swim lessons.

Sandee Walker dancems.sandee@gmail.com

Dear Lauren,

I am writing you this letter because I am in support of Therace Pollard receiving a use permit to continue teaching swim lessons from her home. I have two children that have completed the ISR program with Therace and I know first hand how much passion, care and professionalism she puts forth. Therace is providing our community with an invaluable service that is so important to continue. She is courteous to her neighbors by having her families park in her driveway and schedules so that there is minimal traffic. I would urge the city to support ISR as it directly benefits the community and saves lives.

Thank you,
Stephanie Mojahed
smojahed@gmail.com

To Whom it Concerns

RE: Infant Swimming Resource at Therace Pollard's Home

It is with enthusiasm and confidence that I submit a letter of support for ISR as a program and Therace Pollard as an instructor of ISR. Three years ago when we were looking for a survival swim lesson program for our 9 month old granddaughter Infant Swimming Resource surfaced as a universally respected and researched option for parents/grandparents. Networking within the community of Chandler and inquiring of other parents/grandparents, Therace Pollard's name surfaced the most as the 'best instructor'. We did not hesitate to register in 2018. We have completed three years of instruction and are back this year for another refresher course. This year we will be adding the second child in our family, aged 16 months for her initial infant swim instruction.

With children drownings front and center in the news every year, a program that promotes survival is more essential than ever. ISR has developed techniques and strategies that promote life saving training for the unexpected water encounter—falling in, tiring out in the water, or retrieving a toy that has fallen in the pool. This program can develop strong swimmers but more important its initial purpose is to save the life of a child---the most invaluable gift you can give to any family.

As the City of Chandler looks to approve the licensing of this program being taught in a neighborhood pool I personally can think of no reason to object to it. Every consideration for child safety, traffic impact or organization has been well thought out and established to minimize the disruption to neighbors, and optimize child life saving training.

I am a retired Chandler Unified School Principal of 18 years; I share this only to emphasize that I have experience in evaluating teachers and recognizing best practices when they are seen. Therace Pollard is an instructor of impeccable standards. She exhibits the highest morale character; she's compassionate and considerate. Therace provides a service to families that could change their lives forever. She is a consummate cheerleader for children's success and fosters their self esteem and confidence in and around water. The positivity that exudes from her pores speaks volumes about why she is recognized by the national organization as one of the best and is recruited to train other teachers in and out of state.

If you wish to speak to a strong proponent, I am happily making myself available for further conversations. Don't hesitate to contact me at, 480-720-3078.

Sincerely

Susie Jayne Pecoraro

Susie Jayne, Retired CUSD Principal

April 26, 2021

To Whom it may Concern,

My name is Chiara Cicalese and I live 2 houses down from Therace Pollard. I am writing this letter to show my support of her swim program at her house. As an elementary teacher , mother, and a swimmer, I believe this program is important to the community. I have never had an issue with this program being on my block. As a matter of fact, there have been times that I will be sitting in my backyard and will hear laughing and yes, sometimes screams, but I do know that it is important for children to learn how to swim at a young age.

Please allow this program to continue.

Thank you,

Chiara Cicalese

4th grade teacher, Kyrene School District

480-570-8640

Hello Therace,

Just wanted you to know as a neighbor 2 doors down you have my full support in what you do. You do provide a great service that can save a life(s). It breaks my heart everytime I hear about a child who has drowned in a pool.

It's great you have the passion to do this, so glad that the city of Chandler is also in support.

Your services have never caused any issues in our neighborhood. I know it never will.

I wish you continued success going forward.

Sincerely,

Ron Cicalese
2700 E.Coconino Dr
Chandler 85249
480 577 8778

April 22, 2021

To Whom This May Concern,

It is my pleasure to offer a reference and support for Therace Pollard and her Infant Swim Resource program. My family started her swim program in 2017. My daughter, age 3 at the time, completed a Refresher program with Therace. My son, who was 9 months old at the time, started the Survival Swim Program as well in 2017. I am a Registered Nurse and my husband is an Emergency Room Physician, so, unfortunately, we know first hand the importance of water safety and teaching your children to swim as early as possible.

Therace's work in ensuring that children of all ages are equipped to survive should they fall into water, is one of the most impactful jobs in our community. She does her job extremely well. It is difficult for a parent to hand their infant over to an instructor for swim lessons. Therace's patience and expertise offered me peace of mind and confidence that my child was safe with her in the water. She was committed to a successful outcome for my children, all while showing my children love and grace in their learning curves. The time and money that was spent on these lessons with her was one of the best investments we have ever made in our children.

She offers the survival swim lessons in her backyard and the environment is setup perfectly to offer seamless transitions between students. Her system is clear and organized so as to not disrupt the neighborhood. She is extremely considerate of her neighbors and has reiterated to all of her students the protocol for entering and exiting her neighborhood for lessons. She has enough parking for the students in her driveway and in front of her house, so there is no inconvenience to any of her neighbors. Many of her neighbors are in fact participants in her program and appreciate having her vital service nearby.

Therace is a master of her craft and is committed to ensuring that her students achieve safety around and in the water. Her work has saved countless lives and is absolutely vital to keeping the children in our community safe. She has my full support and highest recommendation. She needs this permit to continue offering her service to our community. I truly hope that the council understands the impact that she has made and will continue to make when she is granted the use permit. I can provide more information if needed and can be reached at 480-313-3757 or LaurenMorro@gmail.com.

Sincerely,
Lauren Morro RN, BSN

To whom it may concern:

Seeing is believing!! It was at our son's 2nd birthday that we realized just how truly amazing the ISR lessons had been. Amongst a large group of people, our son had managed to fall in the pool and as some of our friends panicked at the sight; our son turned immediately over into his float and calmly waited for us to pull him out. It just goes to show just how fast something tragic could happen, but to our son it was no big deal, he just did what he had learned to do. The skills that Therace taught both of our sons was invaluable.

Therace was very professional, patient, and kind throughout our son's lessons. She adapted for each of their personalities and illustrated her extensive knowledge of the skills she taught. She genuinely cared about them and their well-being. Our sons adored her and loved showing off their skills as they learned them. Both boys learned lifesaving skills and also gained confidence.

We continue to recommend her to everyone we know with young children. Her teaching skills combined with the benefits of the ISR program help prevent tragic drownings. Therace went above and beyond by teaching our sons a skill that literally saved their lives. Words cannot express how much that means to us.

Rachael & Adam Caiazzo

To Whom It May Concern,

I am writing this email in response to Therace Pollard, ISR instructor. Therace worked with our daughter, Isabelle, for the first few years of her life and I can honestly say it was one of the best decisions we have ever made as parents for the health and safety of our child.

Growing up in the heat of Arizona, it's quite common for residents to have a swimming pool in their backyards. Although a swimming pool isn't the only place a child can drown, it seems to be the most common and every time that we hear of a drowning it's devastating.

Therace has worked for many years with thousands of children and the patience and professionalism she displays is unlike any other. A true "master" at teaching survival skills for children of all ages, from infants to teenagers. Her backyard is pristine and traffic is kept to a minimum with specific instructions on time slots and noise control. Therace speaks in a soft, controlled manner and spectators are kept to a minimum also with instruction to keep noise down.

I, as many others, can testify to the positive impact she has had on society and making childrens' safety the number one priority as it should be.

Sincerely,
Angie Smith
480-452-5792

4.27.2021

Dear Ms. Schumann,

I am writing this letter of support for Therace Pollard to assist in her approval for her Use Permit to allow for swim lessons at her single-family home. My 3 year old daughter and I first met Mrs. Pollard about a year ago through her ISR lessons. My daughter immediately felt comfortable with Therace and almost immediately asked to go on weekends too. In fact, my daughter continued to ask this entire year when she would get to see Mrs.Therace again. She made a lasting and life saving impact on my daughter.

I am very grateful to have been fortunate enough to bring my daughter to the truly incredible work that Therace provides to the community. While there are many amazing people who teach these lessons, it was clear on day one, the genuine passion Therace has for saving the lives of all children.

In conclusion, I sincerely support the efforts of Therace Pollard in her approval for her Use Permit to allow for swim lessons at her single-family home. The community will be greatly impacted by your assistance in the approval of this permit.

Sincerely,

Raegan Kraft
1541 S Velero Pl.
Chandler, AZ 85286
raegan.kraft19@gmail.com

To whom it may concern:

I wanted to personally write a letter to express my gratitude and respect for what Therace Pollard has been able to accomplish for our community by teaching Infant Swim Resource (ISR) lessons to our youngest members of the community. I first met Therace 6 years ago when I was looking for swim lessons for my oldest daughter (who is now 7). A friend of mine raved about ISR so I thought I would give it a try. From the moment I met Therace I knew ISR was the right choice for our family. As a new mom, I was very nervous about my 9-month-old learning to swim, but the fear of her drowning scared me even more! Therace took the time to explain the lessons and on several occasions invited me into the pool with her so I could learn and see first how what she is working on with my daughter. Fast forward to today, I have two children who have been students of Therace's and ISR has been the best investment my family has made. My girls have no fear around the water and when they are uncomfortable or start to get scared, they immediately roll into their floats and safely exit to pool. It is incredible to see their growth over the years and I am forever grateful to Therace and the gift that she has given us through ISR.

Stacey Rostek

To Whom it May Concern,

My family and I have been a part of the Ms. Therace's ISR lessons for two years now and she is adored by our children. My oldest daughter began taking classes when she was a year and a half old. While we were enrolled in ISR during her first year, we took a family trip to the ocean. While in the bay, my daughter began walking towards me, tripped, fell into the water, and immediately went to her back and began floating. Though she was only in a couple feet of water, it was extremely reassuring to see that she knew what to do in these types of situations. The skills that Ms. Therace teaches are imperative to any child, especially here in Arizona. She is so amazing with our kids and even when they begin to get upset as they are learning, she is patient and always so positive. I have recommended Ms. Therace to numerous families and will continue to do so because I know she the best out there. We are in full support of Ms. Therace being able to continue doing what she does best, saving the lives of children.

Shelby Swim

To whom it may concern,

I would like to express my upmost support and respect for Therace Pollard and her ISR program. Every year children drown in their own backyards because they slip out from their parent's watchful eye for just a moment. Thanks to Therace and her work with young children in our community she will help to slow these rising statistics.

My son, Waylon, started in Therace's ISR program last year at 18 months old, he was fearful and reluctant to trust the process. But with time and patience I watched my son gain trust in Mrs. Therace and begin to follow her lead. She pushed him with a gentle but firm hand staying consistent but also modifying her methods to best fit his needs. I watched my son gain confidence as he learned how to maneuver through the water. When we began the program, he would panic as he did not know what to do when he needed a breath. As we concluded our first year of the program with Mrs. Therace I watched all his panic leave because he was equipped with the knowledge of how to rest and float on his back for a breath.

We knew that we were going to be returning to Therace the following year for a refresher in her ISR program. This time around Waylon was much more receptive to the process. He was eager every day to get into the water and in his mind, play with Mrs. Therace. She got to know Waylon individually and found his favorite toys to place on the bottom of the pool to engage him in swim each day. Waylon flourished in his learning this year and I will forever be grateful to Therace for his knowledge of how to safely float through the water when he needs a rest.

I believe whole heartedly in Therace Pollard and her ISR program, I support her process and her ability to help each child that she has in her pool. Her pool is a place of love and learning, which we hope to continue to return to year after year.

Thank you,

Taylor Standifird

To whom it may concern:

My name is Jill Kunnen and my husband and I have four children. Living in Arizona, everyone has a pool to stay cool and active in our extremely hot summers. As parents of four children ages 9 to 3, it is a top priority to make sure our children are safe in and around water. When our oldest child was 19 months old we decided to enroll her in a local swim school to learn survival swim. For a year and a half, I was in the water with our daughter and the instructor weekly. By the time she was 3 she was still not able to independently float or swim to the side of the pool. I knew then that we needed something else that would focus on survival swim. I had heard about Infant Swim Resource and the great results other kids had with it. That's when I looked up instructors near me and found Therace Pollard. I am so glad that I did! She has taught all four of our children how to swim and float and SURVIVE in the water. I have had 3 kids graduate from her ISR training and I currently have my 3 year old in a refresher with her. She is patient and kind and all of my kids love her. Most importantly, they all are able to float and swim. It has given us incredible peace of mind over the years to know that our kids can swim and float, especially while having all four kids in the pool at once. We are so grateful to Therace and her ISR instruction that has literally saved our children's lives. We recommend her and ISR training for all parents with young children. Please continue to allow Therace to continue this extremely important work!

Gratefully,

Jill and George Kunnen

CHANDLER arizona
Community of Innovation

City Council Memorandum **Information Technology** **Memo No.** N/A

Date:	May 27, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Sandip Dholakia, Chief Information Officer
From:	Andy Sandoval, IT Principal Systems Specialist
Subject:	Purchase of Backup and Recovery for Office 365

Proposed Motion:

Move City Council approve the purchase of backup and recovery for Office 365, from vCore Technology Partners, utilizing Omnia Partners Contract No. R191902 in the amount of $118,066, and authorize the City Manager or designee to sign a linking agreement with vCore Technology Partners.

Background/Discussion:

As part of business continuity for critical data, the Information Technology Department (IT) recommends comprehensive backup and recovery technology be in place in alignment with State retention guidelines. As part of the 365 project, IT is recommending the backup and recovery of 365 Email, One Drive, and Sharepoint via Rubrik Cloud backup for 365 in conjunction with Microsoft Azure for Storage. This solution will bring the same level of recovery and retention that is available for other critical City services such as Oracle E-Business Suite, Lucity, Intellitime and many others. This purchase includes the software subscriptions for 2,200 City staff for a term of 5 years, for all relative 365 data, on a per user basis.

Evaluation:

Omnia Partners competitively solicited and awarded a contract for software solutions and services. The City has a current Intergovernmental Agreement with Omnia Partners that permits the cooperative use of their contracts. The term of the Omnia Partners contract is valid through April 30, 2023.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1287.6316.0.6IT093	General Government Capital Projects	User Productivity Improvements	$118,066	Y

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City Council Memorandum **Management Services** **Memo No.** 21-061

Date: May 27, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
From: Dawn Lang, Management Services Director
Subject: Resolution No. 5488 Ordering and Calling a Special Bond Election to be held in and for the City of Chandler, Arizona, on November 2, 2021, to Submit to the Qualified Electors thereof the Questions of Authorizing the Issuance and Sale of General Obligation Bonds of the City

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Proposed Motion:

Move to pass and adopt Resolution No. 5488 ordering and calling a special bond election to be held in and for the City of Chandler, Arizona, on November 2, 2021, and to submit to the qualified electors thereof the questions of authorizing the issuance and sale of general obligation bonds of the City.

Background:

A Citizen Bond Exploratory Committee, including six Subcommittees, made up of 49 citizens was formed 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 was made to City Council on February 25, 2021, for a total of $272,685,000 of new bond authorization needed for Parks ($72,985,000), Public Safety Fire ($25,160,000), Public Safety Police ($55,190,000), Streets ($85,780,000), and Municipal Facilities ($33,570,000).

Discussion:

The City Council held a Bond Election Work Session on May 10, 2021, to hear from the City's Bond Counsel regarding election laws, proposed ballot questions, and education to the public of the need for bond authorization versus advocacy. Resolution No. 5488 is now moving forward to order and call a special bond election to be held in Chandler on November 2, 2021, and submit to the qualified electors the questions of authorizing the issuance and sale of general obligation bonds for the City of Chandler.

Financial Implications:

Should City Council approve Resolution No. 5488, and the voters approve all five questions on the special bond election to be held November 2, 2021, primary and secondary property tax rates would not increase based on current projections.

Attachments

Res. No. 5488 - Calling Bond Election

RESOLUTION NO. 5488

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ORDERING AND CALLING A SPECIAL BOND ELECTION TO BE HELD IN AND FOR THE CITY OF CHANDLER, ARIZONA, ON NOVEMBER 2, 2021, AND TO SUBMIT TO THE QUALIFIED ELECTORS THEREOF THE QUESTIONS OF AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF THE CITY.

WHEREAS, the City Council of the City of Chandler, Arizona (the "City"), believe it to be in the best interest of the City to authorize the issuance and sale of $272,685,000 principal amount of General Obligation Bonds; and

WHEREAS, it is necessary that the City Council submit the question of the issuance and sale of such bonds to the qualified electors of the City.

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

Section 1. Order Election; Ballot. A special bond election in the City is hereby ordered and called to be held on November 2, 2021 to submit to the qualified electors of the City the questions as shown on the form of ballots attached hereto and marked Exhibit A. If approved, the bonds may be issued as general obligation bonds pursuant to Title 35, Chapter 3, Article 3, as amended, payable from an ad valorem tax levied on all taxable property within the corporate limits of the City.

Section 2. Submitting Arguments. Pursuant to Arizona Revised Statutes ("A.R.S.") § 35-454, as amended, the City hereby sets the date of August 4, 2021 at the hour of 5:00 p.m. as the deadline to submit arguments "for" or "against" authorization to issue the bonds. Each argument shall not exceed 300 words in length and shall contain the original, notarized signatures of each person sponsoring it. With each argument supporting or opposing the bond election, one hundred fifty dollars ($150.00) shall be deposited with the City Clerk to offset a portion of the proportionate cost of paper and printing the argument. The City Clerk is authorized to publish in a newspaper of general circulation within the City a notice stating the deadline for filing with the City of arguments "for" or "against" the bonds, for inclusion in the Informational Pamphlet pertaining to the bonds. A form of the notice requesting arguments "for" and "against", including the deadline for submitting arguments, is attached hereto as Exhibit B. The City Clerk is authorized to revise the form of notice hereto as necessary to comply with all applicable laws.

Section 3. Call for Election. Pursuant to A.R.S. § 35-455(B), the aggregate amount of bonds set forth above shall bear a maximum rate of interest of eight percent (8.0%), may run for a minimum number of years from their date of one (1) year or fraction thereof and a maximum of twenty-five (25) years. The current outstanding

general obligation debt of the City for the purposes included in the twenty percent (20%) debt limit category is $237,328,100 and for the purposes included in the six percent (6%) debt limit category is $5,851,900. The twenty percent (20%) and six percent (6%) constitutional debt limits of the City are $936,511,789 and $280,953,537, respectively. The bonds may be refunded by the issuance of refunding bonds of a weighted average maturity of less than 75% of the weighted average maturity of the bonds being refunded.

Section 4. Informational Pamphlet Preparation. The City Clerk is hereby directed to cause the preparation and distribution of an informational pamphlet and sample ballot for the City pursuant to and meeting the requirements of, A.R.S. § 35-454 and, if the City Clerk determines it to be in the City's best interests, combine such informational pamphlet and sample ballot with any other publicity pamphlet being prepared for the City's general election. The officers of the City are hereby authorized to prepare and deliver or cause to be prepared and delivered to the City Clerk the information necessary or appropriate for completing the information pamphlet, including, without limitation: the estimated debt retirement schedule for the current amount of bonds outstanding; estimated debt retirement schedule for the proposed bond authorization; source of repayment; estimated issuance cost; estimated tax impact on an average owner-occupied residence, commercial, industrial and agricultural or other vacant property; estimated total cost of the proposed bond authorization, including principal and interest; current outstanding general obligation debt and constitutional debt limitation; an introductory statement on behalf of the City; and a statement of the purpose for which the bonds are to be issued.

Section 5. Notice. Notice of the special bond election is ordered to be given by causing the information pamphlet to be mailed not less than thirty-five (35) days before the date of election to the residence of each registered voter of the City as shown on the general county register. The City Clerk is hereby authorized and directed to cause the information pamphlet to be prepared and mailed as required by law and in accordance with the provisions of this resolution and to cause a copy of the informational pamphlet to be submitted to the Arizona Department of Revenue within thirty (30) days after the election.

Section 6. Conduct of Election. The election will be conducted through the administration of a mail ballot election in the manner provided by law. Only persons will be allowed to vote at the election who are qualified electors of the City. The election may be consolidated with any other election conducted in the City on November 2, 2021.

Section 7. Early Voting. Early voting will be permitted at the election in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.

Section 8. Voting Rights Act. In order to comply with the Voting Rights Act of 1965, as

amended, the following proceedings pertaining to the Election will be translated into Spanish and posted and published in each instance where posting and publication of such proceedings are required, to-wit: ballot, notice, request for "for" and "against" arguments, Informational Pamphlet, all voting materials and all voting instructions. The officers of the City are further authorized and directed to take all action necessary to comply with the Voting Rights Act of 1965, as amended.

Section 9. Conduct; Contracts. The City Clerk is authorized to enter into any agreements with Maricopa County Elections Department and any necessary vendors to provide elections services for the administration and payment of fees for services for the November 2, 2021, Special Election.

Section 10. Canvass. The City Council will meet at the Council Chambers on a day that is within twenty (20) days after the election date to canvass the returns of the election and will file and record a certificate of result of election in the office of the Maricopa County Recorder. The City Council will be governed by the vote of the majority on the question submitted.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, on this 27th day of May, 2021.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5488 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 27th day of May, 2021, and that a quorum was present thereat.

CITY CLERK

BOND COUNSEL

Exhibit A: Ballot Language
Exhibit B: Notice Requesting Arguments "For" and "Against" Bond Election

EXHIBIT A

BALLOT LANGUAGE

FOR SPECIAL BOND ELECTION IN AND FOR THE CITY OF CHANDLER, ARIZONA ON NOVEMBER 2, 2021.

General Provisions for all Bond Questions

The following provisions apply to all bonds to be voted on. Specific information for each issue is set out for each question.

In addition to each specific authorized purpose, bond proceeds may be used to pay for bond insurance or other credit support for the bonds, all legal, accounting, financial, architectural, design, engineering and construction management costs and all other costs incurred in connection with the issuance of the bonds and the purposes set forth in each question. The City may contract for letters of credit, surety bonds, lines of credit or other credit or liquidity support in connection with any one or more series of bonds.

- ► The bonds may be issued in one or more series.
- ► The bonds may be issued in the denomination of $1,000 each or multiples thereof.
- ► Interest rates may be fixed or variable but shall not exceed 8.0% per annum.
- ► Interest may be evidenced by separate certificates and will be payable on July 1 and January 1 or more frequently.
- ► The bonds, and any bonds issued to refund the City's bonds, may be sold at prices that include premiums not greater than permitted by law.
- ► Bonds will mature over a period not to exceed 25 years from their date of issuance.
- ► Bonds will mature on the days of each year determined by the Mayor and Council.

THE VOTER MAY VOTE "BOND APPROVAL, YES" OR "BOND APPROVAL, NO" ON EACH SEPARATE QUESTION.

Question No. 1

PURPOSE: PARK AND RECREATION IMPROVEMENTS/COMMUNITY SERVICES BONDS
AMOUNT: $72,985,000

Shall the Mayor and Council of the City of Chandler, Arizona, be authorized to issue and sell the following bonds of the City:

Purposes: To construct, improve and acquire community, neighborhood, regional and aquatic parks, including recreational facilities, buildings and improvements; to acquire land for parks, recreational facilities, buildings and open spaces; to make improvements, additions and replacements to existing parks and recreational facilities and buildings; to landscape, furnish and equip existing and new parks and recreational facilities and buildings.

Payment of Bonds: Each series of these bonds will be issued at the option of the Mayor and Council as general obligation bonds of the City pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, payable from the levy of an ad valorem tax against the taxable property located within the City, and the issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service of the bonds, unless the Mayor and Council provide for payment from other sources.

A "yes" vote shall authorize the Chandler governing body to issue and sell $72,985,000 of general obligation bonds of the City to be repaid with secondary property taxes.

A "no" vote shall not authorize the Chandler governing body to issue and sell such bonds of the City.

BOND APPROVAL, YES	☐
BOND APPROVAL, NO	☐

"Tag Line" language:

Shall Chandler be authorized to issue and sell $72,985,000 general obligation bonds for park and recreation improvements/community services?

Question No. 2

PURPOSE: PUBLIC SAFETY/FIRE BONDS
AMOUNT: $25,160,000

Shall the Mayor and Council of the City of Chandler, Arizona, be authorized to issue and sell the following bonds of the City:

Purposes: To construct, improve, renovate and remodel fire stations and other fire safety related facilities; to furnish, equip and improve fire stations, fire safety related facilities and radio infrastructure; and to acquire vehicles and land for fire and public safety purposes.

Payment of Bonds: Each series of these bonds will be issued at the option of the Mayor and Council as general obligation bonds of the City pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, payable from the levy of an ad valorem tax against the taxable property located within the City, and the issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service of the bonds, unless the Mayor and Council provide for payment from other sources.

A "yes" vote shall authorize the Chandler governing body to issue and sell $25,160,000 of general obligation bonds of the City to be repaid with secondary property taxes.

A "no" vote shall not authorize the Chandler governing body to issue and sell such bonds of the City.

BOND APPROVAL, YES	☐
BOND APPROVAL, NO	☐

"Tag Line" language:

Shall Chandler be authorized to issue and sell $25,160,000 general obligation bonds for public safety/fire?

Question No. 3

PURPOSE: PUBLIC SAFETY/POLICE BONDS
AMOUNT: $55,190,000

Shall the Mayor and Council of the City of Chandler, Arizona, be authorized to issue and sell the following bonds of the City:

Purposes: To construct, improve, renovate and remodel police stations and other police related facilities; to furnish, equip and improve police stations, police related facilities and radio infrastructure; and to acquire vehicles and land for police and public safety purposes.

Payment of Bonds: Each series of these bonds will be issued at the option of the Mayor and Council as general obligation bonds of the City pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, payable from the levy of an ad valorem tax against the taxable property located within the City, and the issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service of the bonds, unless the Mayor and Council provide for payment from other sources.

A "yes" vote shall authorize the Chandler governing body to issue and sell $55,190,000 of general obligation bonds of the City to be repaid with secondary property taxes.

A "no" vote shall not authorize the Chandler governing body to issue and sell such bonds of the City.

BOND APPROVAL, YES	☐
BOND APPROVAL, NO	☐

"Tag Line" language:

Shall Chandler be authorized to issue and sell $55,190,000 general obligation bonds for public safety/police?

Question No. 4

PURPOSE: PUBLIC WORKS/STREET AND TRANSIT IMPROVEMENTS BONDS
AMOUNT: $85,780,000

Shall the Mayor and Council of the City of Chandler, Arizona, be authorized to issue and sell the following bonds of the City:

Purposes: To design, acquire, improve, construct, reconstruct and rehabilitate the streets, avenues, alleys and highways of or within the City; to design, acquire, install, construct and reconstruct street lighting, traffic signal/control systems, underground utility lines, landscape improvements and transit/bicycle program improvements, including shared use paths and trails; to acquire land and interests in land for transportation purposes

Payment of Bonds: Each series of these bonds will be issued at the option of the Mayor and Council as general obligation bonds of the City pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, payable from the levy of an ad valorem tax against the taxable property located within the City, and the issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service of the bonds, unless the Mayor and Council provide for payment from other sources.

A "yes" vote shall authorize the Chandler governing body to issue and sell $85,780,000 of general obligation bonds of the City to be repaid with secondary property taxes.

A "no" vote shall not authorize the Chandler governing body to issue and sell such bonds of the City.

BOND APPROVAL, YES	☐
BOND APPROVAL, NO	☐

"Tag Line" language:

Shall Chandler be authorized to issue and sell $85,780,000 general obligation bonds for public works/street and transit improvements?

Question No. 5

PURPOSE: MUNICIPAL FACILITIES BONDS
AMOUNT: $33,570,000

Shall the Mayor and Council of the City of Chandler, Arizona, be authorized to issue and sell the following bonds of the City:

Purposes: To construct, improve, renovate, replace and remodel municipal buildings and facilities including performing arts and cultural facilities, office buildings, senior and community recreation centers, libraries, and other municipal buildings and facilities, including such improvements as HVAC systems, roofing, plumbing, electrical systems and generators, technology, and other building components related thereto; to furnish and equip such municipal facilities, and improve the grounds thereof.

Payment of Bonds: Each series of these bonds will be issued at the option of the Mayor and Council as general obligation bonds of the City pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, payable from the levy of an ad valorem tax against the taxable property located within the City and the issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service of the bonds, unless the Mayor and Council provide for payment from other sources.

A "yes" vote shall authorize the Chandler governing body to issue and sell $33,570,000 of general obligation bonds of the City to be repaid with secondary property taxes.

A "no" vote shall not authorize the Chandler governing body to issue and sell such bonds of the City.

BOND APPROVAL, YES	☐
BOND APPROVAL, NO	☐

"Tag Line" language:

Shall Chandler be authorized to issue and sell $33,570,000 general obligation bonds for municipal facilities?

EXHIBIT B

REQUEST FOR STATEMENTS "FOR" OR "AGAINST"
THE CITY OF CHANDLER, ARIZONA
BOND PROPOSITIONS

The City of Chandler, Arizona (the "City"), will hold a bond election, Tuesday, November 2, 2021, to seek approval of bonds for park and recreation improvements/community services, public safety/fire, public safety/police, public works/street and transit improvements, and municipal facilities purposes in the principal amount not to exceed $272,685,000. The estimated average tax rate for the proposed bond authorization is $0.52 per $100 of net assessed value used for secondary tax purposes. An informational pamphlet will be mailed to households of registered voters within the City. Any persons wishing to submit a statement "for" or "against" the bond question may do so by mail or hand delivery of the statement to the Office of the City Clerk, City of Chandler, 175 S. Arizona Avenue, 1st Floor, Chandler, Arizona 85225; telephone: (480) 782-2181. Each argument shall not exceed 300 words in length and shall contain the original, notarized signature of each person sponsoring it. If the argument is sponsored by an organization, the original, notarized signatures of two executive officers are required. If the argument is sponsored by a political committee, the original, notarized signature of the committee's chair or treasurer is required. Persons signing shall also identify themselves by giving their residence or post office address and a telephone number, which shall not appear in the pamphlet. With each argument supporting or opposing the proposition, one hundred fifty dollars ($150.00) shall be deposited with the City Clerk to offset a portion of the proportionate cost of paper and printing the argument. The signed, notarized statement and deposit must be received in the Office of the City Clerk on or before 5:00 p.m., August 4, 2021. The last day to register to vote at this election is Monday, October 4, 2021. For more information concerning the election, please contact the Office of the City Clerk, City of Chandler, 175 S. Arizona Avenue, 1st Floor, Chandler, Arizona 85225, telephone: (480) 782-2181.

Publish in a newspaper of general circulation within the City.

CHANDLER arizona
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City Council Memorandum **Management Services** **Memo No.** 21-053

Date: May 27, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Matthew Dunbar, Budget Manager
Subject: Resolution No. 5476, Adopting the Fiscal Year (FY) 2021-22 Tentative Budget and 2022-2031 Tentative Capital Improvement Program (CIP) and giving notice of the dates and times for hearing taxpayers, for final adoption of the budget, and for setting the tax levies and tax rates

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Proposed Motion:

Move that City Council pass and adopt Resolution No. 5476, adopting the FY 2021-22 Tentative Budget and 2022-2031 Tentative CIP and giving notice of the dates and times for hearing taxpayers, for final adoption of the budget, and for setting the tax levies and tax rates.

Background:

Resolution No. 5476, adopting the FY 2021-22 Tentative Budget and the State Auditor General Schedules (Budget forms), is submitted as prescribed by Arizona Revised Statutes 42-17101 and 42-17102.

As required, the Budget forms will be published in the Arizona Republic newspaper, as will a notice that the City Council will meet on June 10, 2021, at 6:00 p.m., for the purpose of a public hearing and for final adoption of the FY 2021-22 Budget, and will further meet for the purpose of setting the tax levies on June 24, 2021, at 6:00 p.m.

In summary, the FY 2021-22 Budget totals $1,058,074,338 and includes funding for departmental operating budgets of $411,883,447; funding for debt service of $73,753,925; budget for equipment, technology, and vehicle replacements of $5,086,418; and contingencies and reserves in the amount of $198,378,473 in various funds. The capital budget includes $113,260,825 in new appropriation, capital carryforward of $255,461,250, and contingency and reserve funding of $250,000.

Included in the projected operating revenues of $510,712,767, is revenue from a property tax levy of $38,056,745 based on a reduced rate of $1.1126 per $100 assessed property valuation, plus $481,455 for SRP's payment to the City in lieu of property tax for a total of $38,538,200.

The Proposed Budget is currently online, and the Tentative Budget, Resolution including the Budget forms, as well as the 2022-2031 Tentative CIP, will be available for public review and inspection May 28, 2021, on the City's official website www.chandleraz.gov or by calling the Budget Division at 480-782-2254.

As in past years, section 4 of the Resolution includes certain delegations to the City Manager or

designee to transfer funds for specific administrative purposes such as year-end encumbrances, capital project carryforward, and the allocation of personnel budgets to departments following final approval of memorandums of understandings (MOUs) and general employee merit and market adjustments as approved by City Council. The Resolution includes one new delegation, section 4.l., which allows the City Manager or designee to transfer Fire Academy education and training from the non-departmental reserve to the appropriate funds and cost centers.

Attachments

Resolution No. 5476

FY 2021-22 Auditor General Schedules

RESOLUTION NO. 5476

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA, ADOPTING THE TENTATIVE ESTIMATES OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF CHANDLER FOR THE FISCAL YEAR 2021-22, ADOPTING A TENTATIVE BUDGET, SETTING FORTH THE RECEIPTS AND EXPENDITURES, THE AMOUNTS ACTUALLY LEVIED AND THE AMOUNTS ESTIMATED AS COLLECTIBLE FOR THE PREVIOUS FISCAL YEAR, THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES, GIVING NOTICE OF THE DATES AND TIMES FOR HEARING TAXPAYERS, FOR FINAL ADOPTION OF BUDGET, AND FOR SETTING THE TAX LEVIES AND TAX RATES AND ADOPTING A TENTATIVE 2022-2031 CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF CHANDLER.

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

Section 1. That the statements/exhibits herein contained are hereby adopted for the purpose as hereinafter set forth as the Tentative Budget for the City of Chandler, Arizona, for the Fiscal Year (FY) 2021-22.

Section 2. That the City Clerk be and is hereby authorized and directed to publish in the manner prescribed by law the estimates of expenditures, as hereinafter set forth, together with a notice that the City Council will meet for the purpose of final hearing of taxpayers and for adoption of the FY 2021-22 Annual Budget for the City of Chandler, Arizona, on the 10th day of June, 2021, at the hour of 6:00 p.m., in the Council Chambers, 88 East Chicago Street, Chandler, Arizona, and will further meet for the purpose of making tax levies on the 24th day of June, 2021, at the hour of 6:00 p.m., in the Council Chambers, 88 East Chicago Street, Chandler, Arizona.

Section 3. That Section 5.07 of the Chandler City Charter requires the City Manager to prepare and submit a Five-Year Capital Improvement Program; and the City Manager has prepared and submitted a Ten-Year Capital Improvement Program to the City Council for its tentative adoption; and the Council has duly considered the contents of said Capital Improvement Program and finds it to be in the best interest of the City of Chandler to tentatively adopt a ten-year improvement program.

Section 4. That the City of Chandler adopt an Expenditure Control Budget System (ECB) wherein the budget for specific functions may increase annually by a percent increase based on an adjustment factor which can be derived from growth and inflation or other economic factors, if funds are available to do so. Budgets may also change by Departments submitting budget requests based on specific service

needs, or remain constant based on economic factors. Additionally, the following delegations to the City Manager or City Manager's designee are defined:

a. Current personnel policies and practices, including salary schedules and benefits previously approved by the City Council are to continue except as hereinafter changed by separate action. The classification plan may be amended by the City Manager from time to time to create or abolish classes or positions. The City Manager shall assign each new classification a grade in the salary schedule so that all positions substantially similar with respect to duties, responsibilities, authority, and character of work receive the same schedules of compensation;

b. Consistent with the responsibilities, duties, authority and performance of the employee, the City Manager may assign employees a salary within the salary rate schedules approved by the City Manager;

c. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental, salary accounts to the various departmental salary accounts in the appropriate funds and departments;

d. The City Manager or City Manager's designee is authorized to transfer part or all of any unencumbered appropriation balance among divisions within a department. Upon written request by the City Manager, the City Council may transfer part or all of any unencumbered appropriation balance from one department to another;

e. The City Manager or City Manager's designee is authorized to transfer part or all of any encumbrance or carryforward reserve within or to a department's budget within or to another fund if necessary;

f. The City Manager or City Manager's designee is authorized to transfer all or part of savings from prior appropriations in a department's budget from the non-departmental contingency reserves to the appropriate department;

g. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental, fuel and utility reserve accounts to the various departmental fuel and utility accounts in the appropriate funds and departments;

h. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental lump sum agreement account to a department or departments to utilize these funds on a specific capital project or other improvement;

i. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental grant or grant match contingency reserve account to the various departments upon the City's receipt and acceptance of federal, state, or local grants;

j. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental vehicle replacement contribution reserve account to the vehicle replacement contribution account in the appropriate funds and department cost centers;

k. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental technology reserve account to the appropriate funds and department cost centers;

l. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental fire academy education and training reserve account to the appropriate department cost centers;

m. The funds appropriated by the resolution are authorized to be expended as necessary and proper for municipal purposes;

n. In the event that revenues collected are less than appropriated projected revenues, the City Manager or City Manager's designee is authorized to reduce expenditure appropriation accordingly;

o. In accordance with A.R.S., Section 9-500.04E, Council elects to exercise a waiver of the minimum fleet conversion requirement to alternative fuel;

Section 5. That money from any fund may be used for any of these appropriations, except money specifically restricted by State law or by City Code or resolution.

Section 6. That the statement/exhibits of the tentative budget, as described in Schedules A through G below, are attached hereto and by reference adopted herein.

Schedule A	Summary Schedule of Estimated Revenues and Expenditures/ Expenses
Schedule B	Summary of Tax Levy and Tax Rate Information
Schedule C	Summary by Fund Type of Revenues Other Than Property Taxes
Schedule D	Summary by Fund Type of Other Financing Sources/ <Uses> and Interfund Transfers
Schedule E	Summary by Department of Expenditures/Expenses Within Each Fund Type
Schedule F	Summary by Department of Expenditures/Expenses
Schedule G	Full-Time Employees and Personnel Compensation

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. 5476 was duly passed 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

CITY OF CHANDLER
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2021-22

Fiscal Year		Sch	FUNDS						
			General Fund	Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Enterprise Funds Available	Internal Service Funds	Total All Funds
2021	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	275,609,140	87,703,645	28,970,415	296,528,769	201,047,109	41,477,851	931,336,929
2021	Actual Expenditures/Expenses**	E	238,408,684	52,606,257	27,135,385	59,033,050	113,433,234	35,653,445	526,270,055
2022	Fund Balance/Net Position at July 1***		104,183,629	27,886,073	-	128,148,863	128,528,927	9,149,905	397,897,397
2022	Primary Property Tax Levy	B	8,298,220						8,298,220
2022	Secondary Property Tax Levy	B			29,758,525				29,758,525
2022	Estimated Revenues Other than Property Taxes	C	250,543,747	94,390,459	720,975	42,573,213	142,659,102	30,772,700	561,660,196
2022	Other Financing Sources	D	-	-	-	60,460,000	-	-	60,460,000
2022	Other Financing (Uses)	D	-	-	-	-	-	-	-
2022	Interfund Transfers In	D	8,521,086	285,000	10,000,000	59,040,537	14,515,420	2,979,994	95,342,037
2022	Interfund Transfers (Out)	D	64,861,581	329,212	-	22,050,000	8,077,455	23,789	95,342,037
2022	Reduction for Amounts Not Available:								
LESS:	Amounts for Future Debt Retirement:								-
2022	Total Financial Resources Available		306,685,101	122,232,320	40,479,500	268,172,613	277,625,994	42,878,810	1,058,074,338
2022	Budgeted Expenditures/Expenses	E	306,685,101	122,232,320	40,479,500	268,172,613	277,625,994	42,878,810	1,058,074,338

EXPENDITURE LIMITATION COMPARISON	2021	2022
1. Budgeted expenditures/expenses	$ 931,336,929	$ 1,058,074,338
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	931,336,929	1,058,074,338
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 931,336,929	$ 1,058,074,338
6. EEC expenditure limitation	$ 931,336,929	$ 1,058,074,338

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF CHANDLER, ARIZONA

Summary of Tax Levy and Tax Rate Information
Fiscal Year 2021-22

		2020-21 Fiscal Year	2021-22 Fiscal Year
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A).	$ 18,891,972	$ 20,112,536
2.	Amount received from primary property taxation in the 2015-16 fiscal year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18).		
3.	Property tax levy amounts		
	A. Primary property taxes	$ 8,006,244	$ 8,298,220
	B. Secondary property taxes	27,850,612	29,758,525
	C. Total property tax levy amounts [1]	$ 35,856,856	$ 38,056,745
4.	Property taxes collected*		
	A. Primary property taxes		
	(1) 2020-21 levy	8,014,711	
	(2) Prior years' levy [2]	65,000	
	(3) Total primary property taxes	$ 8,079,711	
	B. Secondary property taxes		
	(1) 2020-21 levy	27,880,065	
	(2) Prior years' levy [2]	230,000	
	(3) Total secondary property taxes	$ 28,110,065	
	C. Total property taxes collected	$ 36,189,776	
5.	Property tax rates		
	A. City/Town tax rate		
	(1) Primary property tax rate	0.2501	0.2426
	(2) Secondary property tax rate	0.8700	0.8700
	(3) Total city/town tax rate	1.1201	1.1126
	B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating one special assessment district for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

[1] The estimated Salt River Project voluntary contributions in lieu of taxes has been moved to Schedule C under the General Funds in the amount of $105,585 in 2020-21 and $104,980 in 2021-22 for primary property tax and under the Debt Service Funds in the amount of $367,288 in 2020-21 and $376,475 in 2021-22 for the secondary property tax.

[2] Amount budgeted for Prior Year Primary & Secondary Levies for 2020-21 ($200,000) and 2021-22 ($225,000) are presented under Schedule C, Prior Year Property Tax Collections. Estimated revenue collected for prior year levies is presented above under Section 4, lines A (2) & B (2).

**** Includes actual property taxes collected as of the date the proposed budget was prepared plus estimated property tax collections for the remainder of the fiscal year.***

SCHEDULE B

CITY OF CHANDLER, ARIZONA
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2021-22

Source of Revenues	Estimated Revenues 2020-21	Actual* Revenues 2020-21	Estimated Revenues 2021-22
General Fund			
Local Taxes			
Franchise Tax	$ 3,375,000	$ 3,342,100	$ 2,980,000
Transaction Privilege License Tax/Fees	123,470,752	145,018,200	148,278,200
Licenses and Permits			
Miscellaneous License	946,000	735,600	921,000
Building Division Permits	7,220,000	6,560,000	6,540,000
Intergovernmental			
State			
State Sales Tax	23,410,000	27,600,000	28,790,000
State Revenue Sharing	37,000,000	37,000,000	33,500,000
County			
Auto Lieu Tax	10,360,000	11,650,000	12,100,000
Charges for Services			
Engineering Fees	1,436,200	1,417,100	1,369,100
Planning Fees	310,500	275,500	265,500
Public Safety Miscellaneous	5,113,006	4,748,700	5,404,717
Parks & Recreation	3,339,000	1,578,400	2,533,300
Fines and Forfeits			
Library Fines	400,998	282,900	336,200
Court Fines	3,472,910	2,360,300	3,409,300
Interest on Investments			
Interest on Investments	2,629,000	2,641,000	2,316,000
Miscellaneous			
Fixed Leases	129,000	162,900	171,100
Sale of Fixed Assets	125,000	102,000	490,000
Prior Year Property Tax Collections	50,000	65,000	50,000
Salt River Project in Lieu Tax - Primary	105,585	97,118	104,980
Other Receipts	1,326,600	1,222,050	984,350
Total General Fund	$ 224,219,551	$ 246,858,868	$ 250,543,747
Special Revenue Funds			
Forfeiture Fund			
Police Forfeiture Reimbursement	$ 750,000	$ 750,000	$ 750,000
Total Forfeiture Fund	$ 750,000	$ 750,000	$ 750,000
Proposition 400 Fund			
Regional Transportation Sales Tax	$ -	$ 4,109,135	$ 200,000
Total Proposition 400 Fund	$ -	$ 4,109,135	$ 200,000
Highway User Revenue Fund			
HURF Taxes	$ 16,500,000	$ 17,620,100	$ 17,373,409
Interest on Investments	372,000	470,000	415,000
Total Highway User Revenue Fund	$ 16,872,000	$ 18,090,100	$ 17,788,409
Local Transportation Assistance Fund			
HB2565 RPTA Grant Funds	$ 700,000	$ 809,100	$ 673,600
Bus Shelter Revenue	180,000	187,379	153,600
Other Receipts	-	176,330	-
Interest on Investments	75,000	68,000	60,000
Total Local Transportation Assistance Fund	$ 955,000	$ 1,240,809	$ 887,200
Grant Funds			
Grants-In-Aid	$ 5,000,000	$ 10,225,494	$ 57,650,000
Community Development Block Grant	1,925,950	1,975,950	2,065,950
Housing Urban Development	11,192,000	11,450,968	11,917,000
Public Housing Authority	2,541,000	2,541,000	2,671,000
Interest on Investments	163,000	522,000	289,000
Total Grant Funds	$ 20,821,950	$ 26,715,412	$ 74,592,950

Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated revenues for the remainder of the fiscal year.

CITY OF CHANDLER, ARIZONA

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2021-22

SOURCE OF REVENUES	ESTIMATED REVENUES 2020-21	ACTUAL* REVENUES 2020-21	ESTIMATED REVENUES 2021-22
Special Revenue Funds - continued			
Expendable Trust Funds			
Museum Fund	$ 200	$ 1,900	$ -
Parks Fund	93,900	59,000	85,900
Library Fund	80,000	80,000	80,000
Interest on Investments	7,000	6,000	6,000
Total Expendable Trust Funds	$ 181,100	$ 146,900	$ 171,900
Total Special Revenue Funds	$ 39,580,050	$ 51,052,356	$ 94,390,459
Debt Service Funds			
Prior Year Property Tax Collections	$ 150,000	$ 230,000	$ 175,000
Salt River Project in Lieu Tax - Secondary	367,288	337,835	376,475
Interest on Investments	185,000	116,000	169,500
Total Debt Service Funds	$ 702,288	$ 683,835	$ 720,975
Capital Projects Funds			
System Development Fees			
Water	$ 6,081,500	$ 5,815,300	$ 6,180,300
Wastewater	6,866,900	7,998,600	8,515,900
Parks	1,937,900	1,946,300	2,077,200
Library	56,300	93,600	100,000
Public Building Impact Fees	145,000	172,600	184,300
Public Safety - Police	320,400	209,900	224,000
Public Safety - Fire	471,600	359,700	384,000
Arterial Streets	4,133,600	4,160,200	4,440,700
Capital Replacement	368,539	368,539	386,060
Vehicle Replacement	2,948,444	2,948,444	2,654,229
Sale of Fixed Assets	300,000	206,246	300,000
Other Receipts	250,100	2,399,043	100
Capital Grants	27,943,852	10,850,162	14,700,224
In-House/Municipal Arts	57,400	57,500	115,400
Interest on Investments	2,279,000	2,575,000	2,310,800
Total Capital Project Funds	$ 54,160,535	$ 40,161,134	$ 42,573,213
Enterprise Funds			
Water Services	$ 52,182,300	$ 56,003,500	$ 55,516,831
Reclaimed Water Services	1,769,200	1,750,000	1,800,000
Wastewater Services	63,819,361	55,708,648	63,967,371
Solid Waste Services	17,026,178	17,314,005	17,732,000
Airport Services	1,010,900	918,759	887,900
Interest on Investments	3,269,000	3,058,000	2,755,000
Total Enterprise Funds	$ 139,076,939	$ 134,752,912	$ 142,659,102
Internal Service Funds			
Self-Insurance	$ 29,763,700	$ 29,327,353	$ 30,048,700
Interest on Investments	891,000	1,016,000	724,000
Total Internal Service Funds	$ 30,654,700	$ 30,343,353	$ 30,772,700
Total All Funds	$ 488,394,063	$ 503,852,458	$ 561,660,196

Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated revenues for the remainder of the fiscal year.

CITY OF CHANDLER, ARIZONA
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2021-22

Fund	Other Financing 2021-22 Sources [1]	Other Financing 2021-22 <Uses>	Interfund Transfers 2021-22 In	Interfund Transfers 2021-22 <Out>
General Fund				
General Fund	$ -	$ -	$ 8,521,086	$ 64,861,581
Total General Fund	$ -	$ -	$ 8,521,086	$ 64,861,581
Special Revenue Funds				
Proposition 400	$ -	$ -	$ -	$ 200,000
Highway User Revenue	-	-	-	127,279
Local Transportation Assistance	-	-	-	1,933
Housing	-	-	285,000	-
Total Special Revenue Funds	$ -	$ -	$ 285,000	$ 329,212
DEBT SERVICE FUNDS				
General Obligation Debt Service	$ -	$ -	$ 10,000,000	$ -
Total Special Debt Service Funds	$ -	$ -	$ 10,000,000	$ -
Capital Projects Funds				
General Government Capital Project	$ -	$ -	$ 55,002,615	$ -
Computer Replacement	-	-	3,837,922	-
Park Impact Funds	-	-	-	1,494,681
Parks Bonds	4,700,000	-	-	-
Library Impact Fund	-	-	-	255,319
Public Building Impact Funds	-	-	-	250,000
Public Safety Bonds - Police	660,000	-	-	-
Public Safety Bonds - Fire	6,320,000	-	-	-
Public Safety Impact Funds - Fire	-	-	-	700,000
Street Bonds	22,900,000	-	200,000	
Street Arterial Impact Funds	-	-	-	8,250,000
Water Bonds	20,450,000	-	-	-
Reclaimed Water Bonds	3,500,000	-	-	3,900,000
Wastewater Bonds	1,350,000	-	-	-
Wastewater Impact Funds	-	-	-	7,200,000
Storm Sewers Bond Funds	580,000	-	-	-
Total Capital Projects Funds	$ 60,460,000 [1]	$ -	$ 59,040,537	$ 22,050,000
Enterprise Funds				
Water Operating	$ -	$ -	$ 3,900,000	$ 3,670,562
Reclaimed Water Operating	-	-	-	84,662
Wastewater Operating	-	-	7,200,000	2,641,264
WW Industrial Process Treatment	-	-	-	472,625
Solid Waste Operating	-	-	-	1,091,752
Airport Operating	-	-	3,415,420	116,590
Total Enterprise Funds	$ -	$ -	$ 14,515,420	$ 8,077,455
Internal Service Funds				
Self-Insurance Fund	$ -	$ -	$ 2,979,994	$ 23,789
Total Internal Service Funds	$ -	$ -	$ 2,979,994	$ 23,789
Total All Funds	$ 60,460,000 [1]	$ -	$ 95,342,037	$ 95,342,037

[1] Sources are from bonds.

CITY OF CHANDLER, ARIZONA
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2021-22

Fund/Department	Adopted Budgeted Expenditures/ Expenses 2020-21	Expenditure/ Expense Adjustments Approved 2020-21	Actual Expenditures/ Expenses 2020-21	Budgeted Expenditures/ Expenses 2021-22
General Fund				
City Clerk	$ 926,189	$ 23,918	$ 910,580	$ 1,197,666
City Magistrate	4,684,074	(25,776)	4,342,812	4,996,699
City Manager	16,974,092	758,659	16,123,164	17,706,595
Communications and Public Affairs	2,615,430	338,438	2,579,700	2,888,741
Community Services	26,794,778	1,388,250	26,714,943	27,604,362
Cultural Development	3,634,295	162,575	3,703,345	3,779,431
Development Services	9,113,629	376,533	8,666,481	9,465,361
Fire	38,895,433	1,695,448	40,732,892	38,237,224
Information Technology	11,792,184	1,568,656	12,419,964	12,631,421
Law	3,884,306	37,360	3,894,250	3,915,729
Management Services	8,075,928	105,348	7,556,549	8,211,540
Mayor and Council	1,021,237	3,223	994,250	1,041,711
Neighborhood Resources	3,556,968	480,334	3,602,554	4,036,275
Non-Departmental	23,840,567	(2,148,858)	16,983,679	33,652,628
Police	77,989,907	1,914,270	77,790,842	79,309,326
Public Works & Utilities	10,222,104	1,535,186	11,392,679	10,834,092
Contingency\Reserves	72,971,106	(49,596,651)	-	47,176,300
Total General Fund	$ 316,992,227	$ (41,383,087)	$ 238,408,684	$ 306,685,101
Special Revenue Funds				
Police Forfeiture Fund				
Police	$ 750,000	$ -	$ 285,000	$ 750,000
Contingency\Reserves	29,000	-	-	22,000
Highway Users Revenue Fund				
Development Services	736,393	6,251	655,610	721,506
Public Works & Utilities	17,337,002	742,540	9,926,617	21,427,934
Non-Departmental	118,700	(40,897)	-	181,400
Contingency\Reserves	3,888,000	(908,000)	-	1,532,000
Local Transportation Assistance Fund				
City Manager	1,256,822	35,225	488,088	2,064,697
Public Works & Utilities	881,572	(250)	22,949	122,498
Non-Departmental	200	-	-	200
Contingency\Reserves	1,015,000	(14,750)	-	54,000
Grants In Aid				
City Magistrate	-	16,693	17,979	-
City Manager	-	10,236,404	10,236,404	-
Community Services	-	281,054	104,258	-
Fire	-	617,253	375,001	-
Information Technology	-	7,700,000	7,700,000	-
Law	-	12,300	12,300	-
Neighborhood Resources	-	12,880,332	7,728,956	-
Non-Departmental	-	750,000	500,000	-
Police	54,257	2,240,500	1,360,133	56,464
Contingency\Reserves	5,000,000	4,920,012	-	74,762,956
Community Development Block Grant				
Neighborhood Resources	2,141,114	302,532	2,443,646	1,975,325
Non-Departmental	5,900	(91)	-	-
Contingency\Reserves	270,000	(270,000)	-	308,000
Housing and Urban Development				
Non-Departmental	12,100	(12,051)	-	36,200
Neighborhood Resources	13,816,444	124,763	10,641,207	17,588,313
Contingency\Reserves	645,720	(109,368)	-	361,081
Expendable Trust Funds				
Community Services	161,862	-	64,109	209,536
Cultural Development	52,910	-	44,000	46,210
Contingency\Reserves	20,197	-	-	12,000
Total Special Revenue Funds	$ 48,193,193	$ 39,510,452	$ 52,606,257	$ 122,232,320

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF CHANDLER, ARIZONA
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2021-22

Fund/Department	Adopted Budgeted Expenditures/ Expenses 2020-21	Expenditure/ Expense Adjustments Approved 2020-21	Actual Expenditures/ Expenses 2020-21	Budgeted Expenditures/ Expenses 2021-22
Debt Service Funds				
General Obligation Debt Svc	$ 27,135,385	$ -	$ 27,135,385	$ 40,144,916
Contingency\Reserves	1,835,030	-	-	334,584
Total Debt Service Funds	$ 28,970,415	$ -	$ 27,135,385	$ 40,479,500
Capital Projects Funds				
City Manager	$ 10,359,523	$ 318,845	$ 777,538	$ 13,726,373
Community Services	25,307,386	(3,097,698)	2,660,067	25,165,221
Cultural Development	1,887,634	(201,825)	258,638	2,186,497
Development Services	-	-	-	4,254,992
Fire	6,310,244	(2,336,892)	3,133,277	8,525,075
Information Technology	7,192,303	(427,300)	925,466	7,711,619
Management Services	-	-	-	58,800
Non-Departmental	14,065,414	545,927	5,987,323	11,213,817
Police	7,696,211	1,162,302	2,953,412	9,873,956
Public Works & Utilities	195,745,206	(1,109,122)	42,337,329	180,277,256
Contingency\Reserves	26,722,327	6,388,284	-	5,179,007
Total Capital Projects Funds	$ 295,286,248	$ 1,242,521	$ 59,033,050	$ 268,172,613
Enterprise Funds				
City Manager	$ 2,649,652	$ 47,722	$ 1,282,411	$ 3,968,489
Information Technology	1,347,515	-	-	1,445,391
Non-Departmental	1,374,000	39,564	750,000	1,712,700
Public Works & Utilities	147,499,115	7,085,723	78,816,548	171,685,780
Contingency\Reserves	16,680,528	(8,260,985)	-	65,204,625
Debt Service	32,584,275	-	32,584,275	33,609,009
Total Enterprise Funds	$ 202,135,085	$ (1,087,976)	$ 113,433,234	$ 277,625,994
Internal Service Funds				
Self Insurance				
City Manager	$ 1,568,962	$ 368,533	$ 1,391,550	$ 1,578,610
Law	5,851,999	238,723	5,712,081	6,066,777
Management Services	1,239,398	69,134	889,625	1,239,603
Non-Departmental	27,913,100	2,514,886	27,660,189	30,561,900
Contingency\Reserves	3,186,302	(1,473,186)	-	3,431,920
Total Internal Service Funds	$ 39,759,761	$ 1,718,090	$ 35,653,445	$ 42,878,810
Total All Funds	$ 931,336,929	$ -	$ 526,270,055	$ 1,058,074,338

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated expenditures/expenses for the remainder of the fiscal year.

SCHEDULE E (2 OF 2)

CITY OF CHANDLER, ARIZONA
Summary by Department of Expenditures/Expenses
Fiscal Year 2021-22

Department/Fund	Adopted Budgeted Expenditures/ Expenses 2020-21	Expenditure/ Expense Adjustments Approved 2020-21	Actual Expenditures/ Expenses 2020-21*	Budgeted Expenditures/ Expenses 2021-22
City Clerk				
General Fund	$ 926,189	$ 23,918	$ 910,580	$ 1,197,666
Department Total	$ 926,189	$ 23,918	$ 910,580	$ 1,197,666
City Magistrate				
General Fund	$ 4,684,074	$ (25,776)	$ 4,342,812	$ 4,996,699
Special Revenue Fund - Grant	-	16,693	17,979	-
Department Total	$ 4,684,074	$ (9,083)	$ 4,360,791	$ 4,996,699
City Manager				
General Fund	$ 16,974,092	$ 758,659	$ 16,123,164	$ 17,706,595
Special Revenue Fund - LTAF	1,256,822	35,225	488,088	2,064,697
Special Revenue Fund - Grants	-	10,236,404	10,236,404	-
Capital Fund - Gen Gov't Capital Proj	4,200,955	(639,484)	389,684	8,889,998
Capital Fund - Equip/Tech/Fleet	-	-	-	168,400
Capital Fund - Grants	6,153,362	958,329	382,648	4,592,835
Capital Fund - Bonds	5,206	-	5,206	75,140
Enterprise Fund - Water	14,000	-	-	14,000
Enterprise Fund - Airport	2,635,652	47,722	1,282,411	3,954,489
Internal Service Fund - Self Insurance	1,568,962	368,533	1,391,550	1,578,610
Department Total	$ 32,809,051	$ 11,765,388	$ 30,299,155	$ 39,044,764
Communications and Public Affairs				
General Fund	$ 2,615,430	$ 338,438	$ 2,579,700	$ 2,888,741
Department Total	$ 2,615,430	$ 338,438	$ 2,579,700	$ 2,888,741
Community Services				
General Fund	$ 26,794,778	$ 1,388,250	$ 26,714,943	$ 27,604,362
Special Revenue Fund - Grants	-	281,054	104,258	-
Special Revenue Fund - Trust	161,862	-	64,109	209,536
Capital Fund - Gen Gov't Capital Proj	5,376,312	(838,487)	590,165	5,414,660
Capital Fund - Equip/Tech/Fleet	-	-	-	248,600
Capital Fund - Grants	1,996,738	(730,622)	111,431	1,804,685
Capital Fund - Bonds	11,377,098	(2,098,837)	1,897,642	11,280,619
Capital Fund - Impact Funds	6,557,238	570,248	60,829	6,416,657
Department Total	$ 52,264,026	$ (1,428,394)	$ 29,543,377	$ 52,979,119
Cultural Development				
General Fund	$ 3,634,295	$ 162,575	$ 3,703,345	$ 3,779,431
Special Revenue Fund - Trust	52,910	-	44,000	46,210
Capital Fund - Gen Gov't Capital Proj	984,540	(180,096)	145,995	1,337,385
Capital Fund - Grants	286,684	(6,518)	83,810	196,356
Capital Fund - Municipal Art	512,385	-	27,000	650,000
Capital Fund - Bonds	104,025	(15,211)	1,833	2,756
Department Total	$ 5,574,839	$ (39,250)	$ 4,005,983	$ 6,012,138
Development Services				
General Fund	$ 9,113,629	$ 376,533	$ 8,666,481	$ 9,465,361
Special Revenue Fund - HURF	736,393	6,251	655,610	721,506
Capital Fund - Gen Gov't Capital Proj	-	-	-	1,335,092
Capital Fund - Equip/Tech/Fleet	-	-	-	201,700
Capital Fund - Grants	-	-	-	715,737
Capital Fund - Bonds	-	-	-	2,002,463
Department Total	$ 9,850,022	$ 382,784	$ 9,322,091	$ 14,441,859

CITY OF CHANDLER, ARIZONA
Summary by Department of Expenditures/Expenses
Fiscal Year 2021-22

Department/Fund	Adopted Budgeted Expenditures/ Expenses 2020-21	Expenditure/ Expense Adjustments Approved 2020-21	Actual Expenditures/ Expenses 2020-21*	Budgeted Expenditures/ Expenses 2021-22
Fire				
General Fund	$ 38,895,433	$ 1,695,448	$ 40,732,892	$ 38,237,224
Special Revenue Fund - Grants	-	617,253	375,001	-
Capital Fund - Gen Gov't Capital Proj	868,337	(26,711)	1,551	1,828,075
Capital Fund - Equip/Tech/Fleet	5,325,735	(2,194,009)	3,131,726	-
Capital Fund - Bonds	63,049	(63,049)	-	6,697,000
Capital Fund - Impact Funds	53,123	(53,123)	-	-
Department Total	$ 45,205,677	$ (24,191)	$ 44,241,170	$ 46,762,299
Information Technology				
General Fund	$ 11,792,184	$ 1,568,656	$ 12,419,964	$ 12,631,421
Special Revenue Fund - Grants	-	7,700,000	7,700,000	-
Capital Fund - Gen Gov't Capital Proj	7,192,303	(427,300)	925,466	7,683,619
Capital Fund - Equip/Tech	-	-	-	28,000
Enterprise Fund - Water	644,393	-	-	684,694
Enterprise Fund - Wastewater	487,452	-	-	523,915
Enterprise Fund - Solid Waste	207,994	-	-	225,266
Enterprise Fund - Airport	7,676	-	-	11,516
Department Total	$ 20,332,002	$ 8,841,356	$ 21,045,430	$ 21,788,431
Law				
General Fund	$ 3,884,306	$ 37,360	$ 3,894,250	$ 3,915,729
Special Revenue Fund - Grants	0	12,300	12,300	-
Internal Service Fund - Self Insurance	5,851,999	238,723	5,712,081	6,066,777
Department Total	$ 9,736,305	$ 288,383	$ 9,618,631	$ 9,982,506
Management Services				
General Fund	$ 8,075,928	$ 105,348	$ 7,556,549	$ 8,211,540
Capital Fund - Equip/Tech/Fleet	-	-	-	58,800
Internal Service Fund - Self Insurance	91,398	569	91,400	93,652
Internal Service Fund - Uninsured Liability	1,148,000	68,565	798,225	1,145,951
Department Total	$ 9,315,326	$ 174,482	$ 8,446,174	$ 9,509,943
Mayor and Council				
General Fund	$ 1,021,237	$ 3,223	$ 994,250	$ 1,041,711
Department Total	$ 1,021,237	$ 3,223	$ 994,250	$ 1,041,711

CITY OF CHANDLER, ARIZONA
Summary by Department of Expenditures/Expenses
Fiscal Year 2021-22

Department/Fund	Adopted Budgeted Expenditures/ Expenses 2020-21	Expenditure/ Expense Adjustments Approved 2020-21	Actual Expenditures/ Expenses 2020-21*	Budgeted Expenditures/ Expenses 2021-22
Neighborhood Resources				
General Fund	$ 3,556,968	$ 480,334	$ 3,602,554	$ 4,036,275
Special Revenue Fund - Grants	15,957,558	13,307,627	20,813,809	19,563,638
Department Total	$ 19,514,526	$ 13,787,961	$ 24,416,363	$ 23,599,913
Non-Departmental - Includes Contingencies				
General Fund	$ 96,811,673	$ (51,745,509)	$ 16,983,679	$ 80,828,928
Special Revenue Fund - Police Forfeiture	29,000	-	-	22,000
Special Revenue Fund - HURF	4,006,700	(948,897)	-	1,713,400
Special Revenue Fund - LTAF	1,015,200	(14,750)	-	54,200
Special Revenue Fund - Grants	5,933,720	5,278,502	500,000	75,468,237
Special Revenue Fund - Trust	20,197	-	-	12,000
Debt Service - General Obligation	1,835,030	-	-	334,584
Capital Fund - Gen Gov't Capital Proj	8,712,143	1,581,242	552,344	8,693,082
Capital Fund - Equip/Tech/Fleet	9,067,271	417,816	5,434,979	5,072,712
Capital Fund - Municipal Art	23,000	-	-	51,000
Capital Fund - Bonds	4,614,467	(1,803,384)	-	33,599
Capital Fund - Impact/System Dev	18,370,860	6,738,537	-	2,542,431
Enterprise Fund - Water	8,948,660	(3,816,434)	345,000	11,688,600
Enterprise Fund - Reclaimed Water	432,300	12,160	-	229,400
Enterprise Fund - Wastewater	7,276,550	(3,914,980)	285,000	52,534,800
Enterprise Fund - Solid Waste	1,320,918	(464,567)	120,000	2,243,800
Enterprise Fund - Airport	76,100	(37,600)	-	220,725
Internal Service Fund - Self Insurance	30,520,602	1,110,265	27,660,189	33,394,400
Internal Service Fund - Uninsured Liability	578,800	(68,565)	-	599,420
Department Total	$ 199,593,191	$ (47,676,164)	$ 51,881,191	$ 275,737,318
Police				
General Fund	$ 77,989,907	$ 1,914,270	$ 77,790,842	$ 79,309,326
Special Revenue Fund - Police Forfeiture	750,000	-	285,000	750,000
Special Revenue Fund - Grants	54,257	2,240,500	1,360,133	56,464
Capital Fund - Gen Gov't Capital Proj	6,115,613	(208,636)	1,247,539	7,136,438
Capital Fund - Equip/Tech/Fleet	1,532,800	1,387,901	1,705,873	1,668,683
Capital Fund - Bonds	47,798	(16,963)	-	1,068,835
Department Total	$ 86,490,375	$ 5,317,072	$ 82,389,387	$ 89,989,746
Public Works & Utilities				
General Fund	$ 10,222,104	$ 1,535,186	$ 11,392,679	$ 10,834,092
Special Revenue Fund - HURF	17,337,002	742,540	9,926,617	21,427,934
Special Revenue Fund - LTAF	881,572	(250)	22,949	122,498
Capital Fund - Gen Gov't Capital Proj	17,724,094	867,553	5,754,727	12,684,266
Capital Fund - Equip/Tech/Fleet	184,480	-	-	331,500
Capital Fund - Grants	46,111,535	4,473,597	10,572,996	37,336,626
Capital Fund - Bonds	84,523,695	(3,749,160)	20,460,203	89,816,001
Capital Fund - Impact Fee	47,201,402	(2,701,112)	5,549,403	40,108,863
Enterprise Fund - Water	43,969,989	1,469,930	32,437,785	43,843,428
Enterprise Fund - Reclaimed Water	1,527,203	202,153	1,649,174	1,536,178
Enterprise Fund - Wastewater	85,995,008	5,394,838	28,879,789	109,603,437
Enterprise Fund - Solid Waste	16,006,915	18,802	15,849,800	16,702,737
Department Total	$ 371,684,999	$ 8,254,077	$ 142,496,122	$ 384,347,560
Debt Service				
Debt Service - General Obligation	$ 27,135,385	$ -	$ 27,135,385	$ 40,144,916
Enterprise Fund - Water	13,876,087	-	13,876,087	14,663,089
Enterprise Fund - Wastewater	18,708,188	-	18,708,188	18,945,920
Department Total	$ 59,719,660	$ -	$ 59,719,660	$ 73,753,925
Total All Departments	$ 931,336,929	$ -	$ 526,270,055	$ 1,058,074,338

CITY OF CHANDLER, ARIZONA
Full-Time Employees and Personnel Compensation
Fiscal Year 2021-22

Fund	Full-Time Equivalent (FTE) 2022	Employee Salaries and Hourly Costs 2022	Retirement Costs 2022	Healthcare Costs 2022	Other Benefit Costs 2022	Total Estimated Personnel Compensation 2022
General Fund	1,390.729	$ 122,824,274	$ 51,558,198	$ 17,680,158	$ 13,175,284	= $ 205,237,914
Special Revenue Funds						
Highway Users Revenue Fund	49.000	$ 3,100,440	404,314	564,914	354,921	= $ 4,424,589
Grant Fund	0.729	41,390	5,553	5,885	3,636	56,464
Community Dev Block Grant	6.292	362,558	48,092	61,629	36,685	508,964
PHA Family Sites	6.150	396,397	48,771	68,180	39,372	552,720
PHA Elderly & Scattered Sites	3.950	264,604	31,277	58,040	24,285	378,206
PHA Management	5.400	490,657	63,025	63,688	43,857	661,227
PHA Family Self Suffiiency	2.000	128,323	16,623	16,047	10,838	171,831
PHA Section 8	3.500	223,491	27,489	51,359	20,551	322,890
PHA Capital Fund Program	-	20,677	827	1,034	1,770	24,308
Museum Trust	-	1,036	42	52	80	1,210
Parks and Recreation Trust	-	4,207	168	210	451	5,036
Total Special Revenue Funds	77.021	$ 5,033,780	$ 646,181	$ 891,038	$ 536,446	= $ 7,107,445
Internal Service Funds						
Workers Comp. Self Insurance	4.550	$ 354,202	46,859	59,744	30,110	= $ 490,915
Insured Liaibilty Self Insurance	4.000	371,885	49,154	19,346	30,843	471,228
Uninsured Liaibility Self Ins.	5.000	417,651	55,436	54,367	40,811	568,265
Short Term Disability Self Ins.	0.400	32,126	4,253	3,763	227,710	267,852
Medical Self Insurance	4.000	358,284	47,178	43,591	347,746	796,799
Total Internal Service Funds	17.950	$ 1,534,148	$ 202,880	$ 180,811	$ 677,220	= $ 2,595,059
Capital Projects Funds						
In-House Capital Fund	5.550	$ 533,914	72,272	76,791	53,700	= $ 736,677
Total Capital Projects Funds	5.550	$ 533,914	$ 72,272	$ 76,791	$ 53,700	= $ 736,677
Enterprise Funds						
Water Operating	96.250	$ 7,206,197	937,214	1,256,981	753,163	= $ 10,153,555
Reclaimed Water Operating	4.500	314,605	40,984	61,221	34,524	451,334
Wastewater Operating	64.550	4,805,919	622,595	819,057	498,152	6,745,723
WW Industrial Process Treatment	17.000	1,281,126	163,790	163,798	138,331	1,747,045
Solid Waste Operating	22.200	1,327,340	172,450	294,051	130,611	1,924,452
Airport Operating	7.000	553,523	72,657	29,302	61,927	717,409
Total Enterprise Funds	211.500	$ 15,488,710	$ 2,009,690	$ 2,624,410	$ 1,616,708	= $ 21,739,518
Total All Funds	1,702.750	$ 145,414,826	$ 54,489,221	$ 21,453,208	$ 16,059,358	= $ 237,416,613

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** N/A

Date:	May 27, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Dawn Lang, Management Services Director
From:	Christina Pryor, Purchasing and Material Manager
Subject:	Agreement No. WH8-890-3914, Amendment No. 3, for Waterworks Supplies

Proposed Motion:

Move City Council approve Agreement No. WH8-890-3914, Amendment No. 3, with Core and Main, LP, for Waterworks Supplies, in an amount not to exceed $500,000, for the period of June 1, 2021, through May 31, 2022.

Background/Discussion:

This agreement is for the City's annual requirements for the supply of waterworks products. The products are stocked in the City's Central Supply and used primarily by the Water Distribution Division. In addition to items stocked in Central Supply, Water Distribution will purchase some products directly from the vendor. Products available under the agreement include hydrants, valves, copper and brass fittings, as well as mechanical joints, fittings, and pipe, and are used as needed by the Public Works and Utilities Department for both routine and emergency operations.

Evaluation:

On June 14, 2018, City Council approved an agreement with Core and Main, LP, for waterworks supplies, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms and conditions with a price increase. Core and Main, LP, was notified by its supplier manufacturers of price increases ranging from 6% to 13% on items the City purchases through Core and Main, LP. The supplier manufacturers cite cost increases on imported raw metal materials, inflation in domestically sourced raw metal materials, and increases in the costs of freight and shipping as the cause of the increased prices. Staff reviewed the requested increase and finds it to be fair and reasonable.

Staff recommends a third extension of this Agreement for the term of June 1, 2021, through May 31, 2022.

Financial Implications:

Funds for the requested supplies will come from the Central Supply Inventory account (101.0000.1516). Individual cost centers will be charged for the supplies as they are issued from Central Supply.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.0000.1516.0.0.0	General	N/A	$500,000	N

Attachments

Amendment 3

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATERWORKS SUPPLIES
CITY OF CHANDLER AGREEMENT NO. WH8-890-3914

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Cor and Main LP (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for waterworks supplies (Agreement); and

WHEREAS, the term of the Agreement was June 1, 2018 through May 31, 2019 with the option of up to four additional one-year extensions; and

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for June 1, 2021 through May 31, 2022.

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 4.1 Price is amended to read as follows: The City will pay the Contractor an amount not to exceed $ 500,000, as set forth in Revised Exhibit B.

3. Section 5.1, 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. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

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IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: Account Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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REVISED EXHIBIT B
PRICE SCHEDULE

Section 1 Copper (1-40) & Propress Fittings (41-71)			
Item Number	**Chandler Stock #**	**Description**	**Unit Price**
1	4730.120.4000	CAP, COPPER, SOLDER 2"	$4.14
2	4730.122.6800	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 2"	$8.54
3	4730.122.8500	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 2"	$8.58
4	4730.120.6600	COUPLING, COPPER, WITH-OUT STOP, 2", SLIP	$6.37
5	4730.120.1000	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 2"	$1.61
6	4730.120.2800	ADAPTER, COPPER, MALE, IRON-PIPE, SLIP, 2"	$11.14
7	4730.122.6600	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 1-1/2"	$0.66
8	4730.124.2000	REDUCER, COPPER, SLIP X SLIP, 2 X 1-1/2	$6.78
9	4730.120.2600	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 1-1/2"	$5.67
10	4730.120.0900	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 1-1/2	$1.22
11	4730.124.1500	REDUCER, COPPER, SLIP X SLIP, 1-1/2 X 1-1/4	$7.21
12	4730.120.6400	COUPLING, COPPER, WITH-OUT STOP, 1-1/2"	$1.16
13	4730.122.8400	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 1-1/2"	$5.20
14	4730.125.3000	TEE, COPPER, REDUCER 1 X 3/4 X 3/4	$0.56
15	4730.120.2500	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 1"	$3.58
16	4730.120.0700	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 1"	$6.42
17	4730.125.1975	TEE, COPPER, SLIP X SLIP X SLIP, 1"	$0.65
18	4730.122.6400	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 1"	$3.60
19	4730.122.8200	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 1"	$3.39
20	4730.120.6100	COUPLING, COPPER, WITH-OUT STOP, 1"	$2.72
21	4730.120.2300	ADAPTER, COPPER, MALE IRON PIPE, 1/2" X SLIP	$0.11
22	4730.120.2400	ADAPTER, COPPER, MALE IRON-PIPE X SLIP, 3/4"	$1.51
23	4730.120.0500	ADAPTER, COPPER, FEMALE IRON-PIPE X SLIP, 3/4"	$1.96
24	4730.120.6000	COUPLING, COPPER, WITH-OUT STOP, 3/4", SLIP	$1.28
25	4730.122.8000	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 90 DEG. X 3/4"	$1.40
26	4730.122.6300	ELBOW, COPPER, SHORT RUFF, SLIP X SLIP, 45 DEG. X 3/4"	$0.15

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27	4730.124.1000	REDUCER, COPPER, SLIP X SLIP, 1 X 3/4	$0.29
28	4730.101.7000	ADAPTER, FLARE COPPER X FEMALE IRON-PIPE, 3/4 X 1,FORD# C21-34	$2.37
29	4710.080.2000	PIPE, COPPER, K-HARD, 1/2"	$0.72
30	4710.080.3000	PIPE, COPPER, K-HARD, 3/4", 20FT	$1.27
31	4710.080.3200	PIPE, COPPER, K-HARD, 1"	$3.40
32	4710.080.3400	PIPE, COPPER, K-HARD, 1-1/2", 20FT	$7.23
33	4710.080.3800	PIPE, COPPER, K-HARD, 2"	$9.99
34	4710.080.5200	TUBE, COPPER, K-SOFT, 3/4", 100 FT ROLLS	$3.19
35	4710.080.5205	TUBE, COPPER, K-SOFT, 3/8", 50 FT ROLLS	$25.84
36	4710.080.5206	TUBE, COPPER, K-SOFT, 1/2", 50 FT ROLLS	$35.46
37	4710.080.5207	TUBE, COPPER, K-SOFT, 1/4", 50 FT ROLLS	$20.14
38	4710.080.5400	TUBE, COPPER, K-SOFT, 1", 100 FT/ROLLS	$4.09
39	4710.080.5600	TUBE, COPPER, K-SOFT, 1-1/2", 60 FT ROLLS	$170.93
40	4710.085.3830	TUBE, STAINLESS SQUARE, 316, 4"H X 4" W, 3/16" THICKNESS, 20 FT LONG	$6.67
41	4820.109.0410	VALVE, BALL, BRONZE, 1", PTFE SEATS, EPDM SEALS	$2.29
42	4820.109.0420	VALVE, BALL, BRONZE, 1-1/2", PTFE SEATS, EPDM SEALS	$5.25
43	4730.123.6000	REDUCER, COPPER, 1-1/4" X 1", FEMALE PRESS CONNECTION, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	$4.29
44	4730.123.6005	REDUCER, COPPER, 1-1/2" X 1", FEMALE PRESS CONNECTION, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	$7.12
45	4730.122.6900	ELBOW, COPPER, 45, 1" X 1", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	$9.83
46	4730.122.6905	ELBOW, COPPER, 45, 1-1/2" X 1-1/2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	$5.03
47	4730.112.6003	ELBOW, 90 DEG, COPPER, FEMALE PRESS CONNECTION, C X C, 3/4", 1/BX	$3.63
48	4730.126.0105	ELBOW, COPPER, 90, 1" X 1", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	$7.03
49	4730.126.0110	ELBOW, COPPER, 90, 1-1/2" X 1-1/2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	$27.76
50	4730.126.0115	ELBOW, COPPER, 90, 2" X 2", FEMALE PRESS CONNECTION, PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	$38.58
51	4730.120.6725	COUPLING, COPPER, WITH-OUT, STOP, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	$21.23
52	4730.113.5000	UNION, BRONZE, 1" X 1", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	$34.44
53	4730.113.5015	UNION, BRONZE, 1-1/2" X 1-1/2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F	$29.38
54	4730.113.5020	UNION, BRONZE, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	$98.03

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55	4730.102.1160	COUPLING, C X C, 3/4", COPPER, PRESS CONNECTION, 10/BX	$3.08
56	4730.120.6710	COUPLING, COPPER, WITHSTOP, 1" X 1", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 5/BX	$6.23
57	4730.120.6405	COUPLING, COPPER, WITH-OUT STOP, 1-1/2" X 1-1/2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG, SLIP	$18.50
58	4730.120.6720	COUPLING, COPPER, WITH STOP, 2" X 2", PRESSURE 200 PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	$17.46
59	4730.102.0012	ADAPTER, BRONZE, 2" X 2", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	$50.47
60	4730.102.0007	ADAPTER, BRONZE, 2" X 2", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	$12.33
61	4730.102.0006	ADAPTER, BRONZE, 2" X 2", SOLDER END X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	$28.18
62	4730.102.0011	ADAPTER, BRONZE, 2" X 2", SOLDER END X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F	$30.05
63	4730.102.0008	ADAPTER, BRONZE, 1-1/2" X 1-1/2", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	$24.05
64	4730.102.0013	ADAPTER, BRONZE, 1-1/2" X 1-1/2", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 1/BX	$24.05
65	4730.102.0020	ADAPTER, BRONZE, 1" X 1", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	$9.02
66	4730.102.0010	ADAPTER, BRONZE, 1" X 1", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	$9.02
67	4730.102.0015	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	$7.08
68	4730.150.0016	ADAPTER, 3/4" X 3/4", BRONZE, FEMALE PRESS X FNPT CONNECTION, 10/BX	$4.97
69	4730.150.0115	ADAPTER, 3/4" X 3/4", BRONZE, FEMALE PRESS X MNPT CONNECTION, 10/BX	$4.66
70	4730.102.0005	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X MALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	$13.59
71	4730.102.0015	ADAPTER, BRONZE, 1" X 3/4", FEMALE PRESS X FEMALE THREAD, PRESSURE 200PSI, TEMP RANGE 0 TO 250 DEG F, 10/BX	$16.12

Discounts:
Copper Parts 75% off Core & Main list,
ProPress Fittings 75% off Core & Main list

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Section 2 Lead Free Brass			
Item Number	**Chandler Stock #**	**Description**	**Unit Price**
1	4820.108.0141	VALVE, BALL, BRASS, THREADED, 1/4"	$3.98
2	4820.108.0180	VALVE, BALL, BRASS, 3/8", FBV-3	$3.94
3	4820.108.1000	VALVE, BALL, BLACK DN 123, PU WITH STEEL CORE, FOR ABEL PUMP #EM-100, IDENT-NUMBER 40325	$444.20
4	4510.007.3015	VALVE, BALL, THREADED, 1/2" WATTS	$4.88
5	4510.007.3020	VALVE, BALL, THREADED, 3/4 IPS, "DOMESTIC"	$5.58
6	5310.022.5641	CAP, BRASS, THREADED, 2", FNPT	$19.39
7	4730.096.8921	NIPPLE, BRASS, 2 X 6, MNPT	$17.28
8	4820.108.0165	VALVE, BALL, BRASS, FMNPT, 2", FBV-4	$28.53
9	4730.112.6075	ELBOW, BRASS, 1 1/2", 90	$14.75
10	4730.112.6090	ELBOW, BRASS, 2", 90	$25.93
11	4730.122.0307	REDUCER, BUSHING, BRASS, 3/4" X 1/4"	$0.31
12	4730.122.0306	REDUCER, BUSHING, BRASS, 1/2" X 3/8"	$0.22
13	4730.096.6403	NIPPLE, BRASS, 1/4" X CLOSE	$0.13
14	4730.096.6406	NIPPLE, BRASS, 3/8" X CLOSE	$0.13
15	4730.096.4990	NIPPLE, BRASS, 1/2 X CLOSE	$0.14
16	4730.101.8640	ADAPTER, BRASS, 3/4", FEMALE X MALE THREADED	$0.94
17	4730.090.7400	BUSHING, BRASS, HEX, 3 MIP X 2 FIP	$43.44
18	4730.096.5000	NIPPLE, BRASS, 3/4 X CLOSE	$1.69
19	4730.096.6400	NIPPLE, BRASS, 1 X CLOSE	$2.44
20	4730.096.8900	NIPPLE, BRASS, 2 X CLOSE	$6.97
21	4730.097.3200	PLUG, BRASS, RAISED HEAD, 3/4", MIPT	$1.94
22	4730.126.0755	UNION, COPPER, SLIP X SLIP, 1/2"	$0.52
23	4730.090.4000	BUSHING, BRASS, HEX, 1/2 MIP X 1/4 FIP	$0.22
24	4730.090.5400	BUSHING, BRASS, HEX, 1 MIP X 3/4 FIP	$2.73
25	4730.090.5600	BUSHING, BRASS, HEX, 1-1/4 MIP X 3/4 FIP	$7.59
26	4730.090.6000	BUSHING, BRASS, HEX, 1-1/2 MIP X 3/4 FIP	$8.34
27	4730.090.6800	BUSHING, BRASS, HEX, 2" X 3/4"	$10.00
28	4730.090.6200	BUSHING, BRASS, HEX, 1-1/2 MIP X 1 FIP	$5.79

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29	4730.090.7000	BUSHING, BRASS, HEX, 2 X 1	$10.02
30	4730.090.7200	BUSHING, BRASS, HEX, 2 MIP X 1-1/2 FIP	$1.80
31	4730.122.0320	REDUCER, BUSHING, BRASS, 3" TO 1-1/2"	$2.57
32	4730.104.6000	FLANGE, BRASS, METER, MALE, 1-1/2", 6M FORD #CF38-66-2	$43.80
33	4730.102.1313	COUPLING, METER, BRS, W/PACK JOINT, C34-22, 5/8" X 3/4", 5/8" CTS PJ	$27.06
34	4730.102.1311	COUPLING, METER, W/PACK JOINT, C34-13, 5/8" X 3/4" CTS PJ	$27.06
35	4730.102.1314	COUPLING, METER, W/PACK JOINT, C34-23, 5/8" X 3/4" X 3/4" CTS PJ	$27.06
36	4730.102.1315	COUPLING, METER, W/PACK JOINT, C34-24, 5/8" X 3/4" x 1" CTS PJ	$23.01
37	4730.102.1316	COUPLING, METER, W/PACK JOINT, C34-44, 1" X 1" CTS PJ	$26.91
38	4730.102.1310	COUPLING, METER, W/PACK JOINT, C-34-11, 5/8 X 1/2" CTS PJ	$3.38
39	4730.104.5400	FLANGE, BRASS, METER, FEMALE, 2", 7F FORD #CF31-77	$52.94
40	4730.104.6200	FLANGE, BRASS, METER, MALE, 2", MUELLER	$58.43
41	4730.104.5000	FLANGE, BRASS, METER, FEMALE, 1-1/2", MUELLER	$40.58
42	4820.107.0985	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1 X 1, FORD #BA13-344W	$61.99
43	4820.107.0990	VALVE, ANGLE, BALL, FIP THREAD, 1 X 1 X 1 FORD #BA13-444W	$90.59
44	4820.107.0805	VALVE, ANGLE, W/LOCK WING, BALL 2", BRASS, MUELLER #B24286	$245.33
45	4820.107.0605	VALVE, ANGLE, W/LOCK WING, BALL, 1-1/2", BRASS, FORD# BFA13-666W OR EQUAL	$207.92
46	4820.107.0975	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1, FORD #BA13-334W	$60.16
47	4820.107.0900	VALVE, ANGLE, BALL, 5/8 X 3/4, #3707B24255	$67.47
48	4820.107.0972	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 5/8 X 3/4, MUELLER #B24265	$60.16
49	4820.107.0977	VALVE, ANGLE, BALL, FIP THREAD, 3/4 X 1, FORD #BA23-342W	$73.21
50	4820.107.0950	VALVE, ANGLE, BALL, 1"X1", MUELLER #3710B24255	$100.69
51	4730.240.3010	COUPLING, ANGLE, FEMALE-IRON-PIPE, 3/4", FORD #L31-23	$28.26
52	4730.240.3015	COUPLING, ANGLE, FEMALE-IRON-PIPE, 1", FORD #L31-44	$31.74
53	4730.539.1000	ADAPTER, METER, CHANGE 5/8 X 3/4 METER TO 3/4' METER LENGHT, FORD # A23	$12.02
54	4730.101.8500	ADAPTER, BRASS, FLARE X MALE IRON-PIPE, 1", FORD # C28-44	$17.20
55	4730.101.8200	ADAPTER, BRASS, FLARE X MALE IRON-PIPE, 3/4", FORD # C28-33	$12.02
56	4730.102.1370	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2, 5/8" X 3/4" X 2"	$11.01
57	4730.102.1371	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.25, 5/8" X 3/4" X 2"-1/4"	$19.15

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58	4730.102.1372	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.5, 5/8" X 3/4" X 2"-1/2"	$8.22
59	4730.102.1373	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-2.75, 5/8" X 3/4" X 2"-3/4"	$21.12
60	4730.102.1374	COUPLING, METER, MALE IRON PIPE THREAD, C38-23-3, 5/8" X 3/4" X 3"	$20.89
61	4730.102.1300	COUPLING, METER, BRS, 1 X 2.625, MUELLER #H10890	$12.64
62	4730.102.1312	COUPLING, METER, W/PACK JOINT, C34-21, 5/8" X 3/4" X 1/2" CTS PJ	$3.38
63	4730.110.4200	UNION, BRASS, FC X FC, 3 PC, 1", C22-44-1	$26.63
64	4730.110.4000	UNION, BRASS, FC XFC, 3PC, 3/4", MUELLER #H15400	$15.22
65	4730.731.6197	OUTLET ASSEMBLY, ONLY, FOR LINESETTER # LSV11-233W-OL	$5.62
66	4820.015.2000	CURB STOP, BALL-VALVE, FLARE COP XFIP, 3/4", LOCK, #B25166	$57.56
67	4820.015.3000	CURB STOP, 3/4", BALL VALVE, FEMALE IRON PIPE, LOCK WING, MULLER #B20283	$47.04
68	4820.015.2200	CURB STOP, BALL-VALVE, FLARE-COPPER X FIP, MUELLER #B25166	$80.47
69	4820.015.3400	CURB STOP, BALL-VALVE, FEMALE IRON PIPE, 1-1/2", LOCK WING, METER BALL STOP B20200	$152.99
70	4820.015.3600	CURB STOP, BALL-VALVE, FIP, 2", LOCK, MUELLER #B20283	$220.64
71	4820.013.6001	CORP STOP, BALL-VALVE, FLARE COPPER X MALE IRON PIPE, 1", MUELLER B25025	$6.69
72	4820.013.6000	CORP STOP, BALL-VALVE, FLARE COPPER,X MALE IRON PIPE, 3/4", MUELLER #B25025 MIPXCF	$5.21
73	4820.013.2190	CORP STOP, BALL-VALVE, FLARE COPPER X COPPER CONNECT.,3/4" FB 600	$5.21
74	4820.013.2200	CORP STOP, BALL-VALVE, FLARE COPPER X CTS, 1", B25025	$6.69
75	4820.014.0400	CORP STOP, BALL-VALVE, MALE IRON PIPE, 1-1/2" #FB500	$111.77
76	4820.014.0600	CORP STOP, BALL-VALVE, MALE IRON PIPE, 2", MUELLER B2969	$190.62
77	4730.102.1133	COMPRESSION COUPLING, MUELLER, 3/4" CPLG 110, #H15403	$16.53
78	4730.102.1131	COMPRESSION COUPLING, MUELLER, 1" CPLG 110, #H15403	$18.03
79	4730.102.1135	COMPRESSION COUPLING, MUELLER, 1-1/2" CPLG 110, #H15403	$63.57
80	4730.102.1150	COUPLING, COMPRESSION, 2", FORD# CC44-77	$85.86
Discounts: Lead Free Brass 75% off Core & Main List			

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Section 3 Waterous Hydrant Parts			
Item Number	**Chandler Stock #**	**Description**	**Unit Price**
1	4210.318.8895	WASHER, VALVE, UPPER, WB67-34 WATEROUS	$46.19
2	4210.318.8890	WASHER, VALVE, LOWER, WB67-36 WATEROUS	$97.77
3	4210.318.8715	VALVE, MAIN, RUBBER, WATEROUS HYDRANT #35	$72.25
4	4210.318.8897	WHEEL ASSEMBLY, SUPPORT, WB67-56, WATEROUS	$227.51
5	4210.318.6920	RING, FLANGE LOCK, WB67-64 WATEROUS	$18.27
6	4210.318.7280	SEAT, VALVE, WB67-31 WATEROUS, #31 WITH #3 & #77	$406.87
7	4210.318.7007	ROD ASSY, UPPER, 21", WB67-71-21" WATEROUS	$177.27
8	4210.318.1080	COUPLING, SLEEVE, (BREAK COUPLING), (ISSUED BY THE PAIR), WATEROUS #67	$31.98
9	4210.318.6960	RING, RETAINER, NOZZLE, 4-1/2", WB-67-117, WATEROUS	$44.67
10	4210.318.2480	GASKET, WB67-92 WATEROUS, #92	$10.64
11	4210.318.8896	TUBE, SUPPORT, WB67-85, WATEROUS	$100.51
12	4210.318.1120	CROSS ARM, WB67-30 WATEROUS #30	$126.08
13	4210.318.5830	O-RING, 2-1/2", NOZZLE, SEAL, WB-67-118, WATEROUS	$9.75
14	4210.318.2485	GASKET, SUPPORT, WB67-84 WATEROUS, #84	$10.97
15	4210.318.1120	CROSS ARM, WB67-30 WATEROUS #30	$126.08
16	4210.318.8898	BUSHING, ASSEMBLY, OPERATING NUT, #89, WATEROUS	$31.03
17	4210.318.5540	NUT, OPERATING, LOWER, WB67-17A WATEROUS	$75.85
18	4210.318.0825	CAP, HOSE NOZZLE, WB67-10X2-1/2 WATEROUS: NST, YELLOW, 2-1/2", CI,	$96.50
19	4210.318.5425	NOZZLE, HOSE, 2-1/2", MECHANICAL, WB-67-12 LEADED WATEROUS #12	$102.88
20	4210.318.5830	O-RING, 2-1/2", NOZZLE, SEAL, WB-67-118, WATEROUS	$9.75
21	4210.318.5430	NOZZLE, PUMPER, 4-1/2", WB-67-12 AMLOCK, WATEROUS #12B	$291.87
22	4210.319.6000	HYDRANT, EXTENSION KIT, TOP 24" WB-67, WATEROUS	$716.95
23	4210.319.5600	HYDRANT, EXTENSION KIT, TOP, 12", WB-67-12, WATEROUS	$572.30
24	4210.319.5400	HYDRANT, EXTENSION KIT, TOP, 6", WB-67-12, WATEROUS	$503.92
25	4210.319.8000	KIT, TRAF REP WB-67 WATEROUS #K528	$293.21
26	4210.318.0001	HYDRANT, TRAFFIC, DB, 42", WATEROUS	$1,645.07

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27	4210.318.0002	HYDRANT, TRAFFIC, DB, 48", WATEROUS	$1,528.26
28	4210.318.0003	HYDRANT, TRAFFIC, DB, 54", WATEROUS	$1,723.30

Discounts:
Waterous Hydrants & Parts 75% off Core & Main List

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Section 4 Clow Hydrant Parts			
Item Number	**Chandler Stock #**	**Description**	**Unit Price**
1	4210.318.0001	HYDRANT, TRAFFIC, DB, 42", CLOW	$1,645.07
2	4210.318.0002	HYDRANT, TRAFFIC, DB, 48", CLOW	$1,582.26
3	4210.318.0003	HYDRANT, TRAFFIC, DB, 54", CLOW	$1,723.30
4	4210.315.1030	STEM, UPPER, #M-7, CLOW MEDALLION HYDRANT	$161.51
5	4210.315.1185	CAP, HOSE NOZZLE, #M-43, CLOW MEDALLION HYDRANT	$12.61
6	4210.315.1175	NOZZLE, HOSE, #M-41, CLOW MEDALLION HYDRANT	$19.99
7	4210.315.1095	VALVE, MAIN , RUBBER, #M-21, CLOW MEDALLION HYDRANT	$47.05
8	4210.315.1085	RING, SEAT, #M-19, CLOW MEDALLION HYDRANT	$67.49
9	4210.315.1075	PLATE, VALVE, UPPER, #M-17, CLOW MEDALLION HYDRANT	$212.01
10	4210.315.1150	NOZZLE, PUMPER, #M-36, CLOW MEDALLION HYDRANT	$43.88
11	4210.315.1045	COUPLING, STEM, SAFETY, #M-10, CLOW MEDALLION HYDRANT	$50.11
12	4210.315.1105	VALVE, PLATE, LOWER, #M-24, CLOW MEDALLION, HYDRANT	$169.65
13	4210.315.1010	NUT, OPERATING, #M-3, CLOW MEDALLION HYDRANT	$140.54
14	4210.315.1110	NUT, THRUST, #M-27, CLOW MEDALLION HYDRANT	$19.89
15	4210.315.1155	GASKET, PUMPER, NOZZLE, #M-37, CLOW MEDALLION HYDRANT	$4.69
16	4210.315.1130	O-RING, BONNET, #M-32, CLOW MEDALLION HYDRANT	$3.27
17	4210.315.1180	GASKET, HOSE, NOZZLE, # M-42, CLOW MEDALLION HYDRANT	$1.83
18	4210.315.1210	FLANGE, SAFETY, #M-49, CLOW MEDALLION HYDRANT"(ISSUED BY THE PAIR)	$116.08
19	4210.315.1140	LOCK, PUMPER, NOZZLE, #M-34, CLOW MEDALLION HYDRANT	$4.99
20	4210.315.1005	NUT, OPERATIONG, THRUST BEARING, #M-2, CLOW MEDALLION HYDRANT	$2.04
21	4210.315.1165	LOCK, NOZZLE, NOSE, #M-39, CLOW MEDALLION HYDRANT	$4.99
22	4210.315.1120	BOLTS & NUTS, BONNET, #M-29, CLOW MEDALLION HYDRANT	$1.78
23	4210.315.1195	BOLTS & NUTS, SAFETY FLANGE, # M-46, CLOW MEDALLION HYDRANT	$4.49
24	4210.315.1090	O-RING,SEAT RING, LOWER, M-20, CLOW MEDALLION HYDRANT	$6.92
25	4210.315.1100	WASHER, LOCK, VALVE PLATE, LOWER, #M-22, CLOW MEDALLION HYDRANT	$2.65
26	4210.315.1180	GASKET, HOSE, NOZZLE, # M-42, CLOW MEDALLION HYDRANT	$1.83
27	4210.319.6750	HYDRANT, REPAIR KIT, CLOW, # R1620771, M-15 THRU M-24	$367.83

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28	4210.319.6710	HYDRANT, EXTENSION KIT, CLOW, 12	$563.98
29	4210.319.6700	HYDRANT, EXTENSION KIT, CLOW, 6	$482.97
Discounts: **Clow Hydrants & Parts 75% off Core & Main List**			

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Section 5
Kennedy Hydrant Parts

Item Number	Chandler Stock #	Description	Unit Price
1	4210.316.3105	INSERT, SEAT RING, #K8127, KENNEDY Hydrant	$113.59
2	4210.316.3158	CAP, HOSE NOZZLE, 2-1/2", WITH 1-1/2" PENTAGON OPERATING NUT #K8144, KENNEDY Hydrant	$70.07
3	4210.316.3105	NUT, OPERATING, STEM, #K8102, KENNEDY Hydrant	$249.33
4	4210.316.3130	PLATE, BOTTOM, #K8132, KENNEDY Hydrant	$109.91
5	4120.316.3110	RING, SEAT, #K8128, KENNEDY Hydrant	$255.33
6	4120.316.3150	NOZZLE, STREAMER, #K8142, KENNEDY Hydrant	$244.07
7	4120.316.3166	O-RING, #K8145 FOR STREMER NOZZLE, KENNEDY Hydrant	$9.66
8	4120.316.3015	WASHER, THRUST, #K8106, KENNEDY Hydrant	$3.22
9	4120.316.3005	NUT, LOCK, STEM, # K8104, KENNEDY Hydrant	$60.42
10	4120.316.3151	NOZZLE, HOSE, #K8140, KENNEDY Hydrant	$111.16
11	4120.316.3125	VALVE, MAIN, #K8131, KENNEDY Hydrant	$144.19
12	4120.316.3155	GASKET, 4 1/2" NOZZLE, CAP, #K8143, KENNEDY Hydrant	$15.31
13	4120.316.3080	PIN, BRIDGE, #K-8121R, KENNEDY Hydrant	$13.90
14	4120.316.3075	O-RING, #K8120, KENNEDY Hydrant	$19.14
15	4120.316.3065	BOLTS & NUTS, #K8118, KENNEDY Hydrant	$12.52
16	4120.316.3025	BOLTS & NUTS, HYDRANT CAP, #K8108, KENNEDY Hydrant	$5.39
17	4210.316.3165	O-RING, #K8145 FOR HOSE NOZZLE, KENNEDY Hydrant	$4.03
18	4210.316.3085	PIN(8), CLEVIS, #K8122R, KENNEDY Hydrant	$21.22
19	4210.316.3175	KIT, COLLISION, REPAIR, #K8149, KENNEDY Hydrant	$206.46
20	4210.314.3050	STEM, UPPER, #K8114, KENNEDY Hydrant, (OPEN LEFT)	$278.26
21	4210.319.6500	HYDRANT, EXTENSION KIT, KENNEDY, 6" 5-1/2")	$492.71
22	4210.319.6510	HYDRANT, EXTENSION KIT, KENNEDY, 12", (GUARDIAN 5-1/2")	$575.36
23	4210.318.0001	HYDRANT, TRAFFIC, DB, 42", KENNEDY	$1,640.96
24	4210.318.0002	HYDRANT, TRAFFIC, DB, 48", KENNEDY	$1,524.44
25	4210.318.0003	HYDRANT, TRAFFIC, DB, 54", KENNEDY	$1,719.00

Discounts:
Kennedy Hydrants & Parts 75% off Core & Main List

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Section 6
Mueller Hydrant Parts

Item Number	Chandler Stock #	Description	Unit Price
1	4210.314.7596	STEM, UPPER, MUELLER CENTURION, #A-11	$175.23
2	4210.314.5844	O-RING, STEM, MUELLER CENTURION & IMPROVED, A-12/H-93	$7.79
3	4210.314.7024	SEAT RING, A-43 MUELLER	$275.12
4	4210.314.5844	O-RING, STEM, MUELLER CENTURION & IMPROVED, A-12/H-93	$7.79
5	4210.314.5534	NUT, OPERATION, MUELLER CENTURION & IMPROVED, A-1/H-51	$197.81
6	4210.314.6194	PLATE, UPPER VALVE, A-36 MUELLER	$189.85
7	4210.314.1074	COUPLING, STEM, SAFETY, MUELLER CENTURION, A-25	$75.05
8	4210.314.2444	GASKET, HOSE NOZZLE, MUELLER CENTURION & IMPROVED, A-19/H-72	$4.26
9	4210.314.5834	O-RING, PUMPER NOZZLE, MUELLER CENTURION, A-16	$1.00
10	4210.314.5784	O-RING, BOTTOM SEAT, A-44 MUELLER	$7.79
11	4210.314.2164	FLANGE, SAFETY, MUELLER CENTURION, A-28, (ISSUED BY THE PAIR)	$10.69
12	4210.314.5526	NUT, HOLD DOWN, MUELLER IMPROVED, H-53	$6.26
13	4210.314.4924	VALVE, MAIN, RUBBER, A-45 MUELLER 5.25" (1975-1996)	$154.90
14	4210.314.0824	CAP, HOSE NOZZLE, WITH 1-1/2" PENTAGON OPERATING NUT, A-21 MUELLER CENTURION: NST, YELLOW, 2-1/2", CI	$73.82
15	4210.314.5429	NOZZLE, HOSE, MUELLER CENTURION, A-18, "LEFT-HAND THREAD"	$71.42
16	4210.314.5424	NOZZLE, PUMPER, MUELLER CENTURION, A-14	$229.55
17	4210.314.6196	PLUG, OIL FILLER, MUELLER CENT & IMPROVED, A-7 & H-98	$3.60
18	4210.319.6815	HYDRANT, EXTENSION KIT, MUELLER, #A-320, 12"	$635.83
19	4210.319.6800	HYDRANT, EXTENSION KIT, 6", MUELLER, #A-320-006	$544.56
20	4210.318.0001	HYDRANT, TRAFFIC, DB, 42", MUELLER	$1,640.96
21	4210.318.0002	HYDRANT, TRAFFIC, DB, 48", MUELLER	$1,524.44
22	4210.318.0003	HYDRANT, TRAFFIC, DB, 54", MUELLER	$1,719.00

Discounts:
Mueller Hydrants & Parts: 75% off Core & Main List

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Section 7
Hymax & Flex Couplings

Item Number	Chandler Stock #	Description	Unit Price
1	4730.700.6010	COUPLING, HYMAX, 4", 4.25-5.00 LR, 4.92-5.63 HR, #2000-0563-260	$165.78
2	4730.701.9005	COUPLING, HYMAX, 6", 6.42-7.05 LR, 7.01-7.68 HR, #2000-0768-260	$218.86
3	4730.701.9010	COUPLING, HYMAX, 8", 8.54-9.17 LR, 9.13-9.84 HR, #2000-0984-260	$247.87
4	4730.701.9040	COUPLING, HYMAX, 10", 10.70-11.37 LR, 11.33-12.00 HR, #2000-1200-260	$315.38
5	4730.701.9035	COUPLING, HYMAX, 12.40 -13.03 LR, 12.99-13.66 HR, #2000-1366-260	$385.57
6	4730.701.9050	COUPLING, HYMAX, 16", 501-18. 97 X 18. 97 X 14, O.D 18.45-18.97	$1,026.80
7	4730.701.9065	COUPLING, FLEX, TRANSITION, DUCTILE PIPE, 24", 25.80 X 26.32	$674.28

Discounts:
Hymax Couplings 75% off Core & Main llst
Flex Couplings 75% off Core & Main list

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Section 8 Ductile Pipe			
Item Number	**Chandler Stock #**	**Description**	**Unit Price**
1	4730.760.0010	SLEEVE, SOLID, MJ x MJ, 6"	$65.13
2	4730.760.0015	SLEEVE, SOLID, MJ, 8"	$106.32
3	4730.760.0025	SLEEVE, SOLID, MJ, 12"	$170.87
4	4730.164.2900	CAP, WATER PIPE, CAST-IRON, MJ, SOLID, 12", WITHOUT ACCESSORIES	$89.62
5	4730.165.3200	PLUG, CAST-IRON, MJ SOLID, 12"	$13.34
6	4730.167.0620	ELBOW, CAST-IRON, 90 DEG 6", MJ X PLAIN END, W/O ACCESSORIES	$86.83
7	4730.167.0650	ELBOW, CAST-IRON, MJ 90 DEG. X 6", W/O ACCESSORIES	$71.80
8	4730.167.0600	ELBOW, CAST-IRON, MJ 45 DEG. X 6", W/O ACCESSORIES	$58.45
9	4730.167.0610	ELBOW, CAST-IRON, MJ 45 DEG. X 8", W/O ACCESSORIES	$85.16
10	4730.167.0655	ELBOW, CAST-IRON, MJ 90 DEG. X 8", W/O ACCESSORIES	$104.64
11	4730.140.0010	TEE, DUCTILE, MJ, 6" X 6" X 6"	$104.08
12	4730.140.0015	TEE, DUCTILE, MJ, 8" X 8" X 8"	$156.41
13	4730.140.0020	TEE, DUCTILE, MJ, 10" X 10" X 10"	$223.21
14	4730.140.0025	TEE, DUCTILE, MJ, 12" X 12" X 12"	$311.70

Discount:
Ductile Pipe 75% off Core & Main list

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Section 9
Gate Valves (1-10) Nut & Bolt Kits (11-14)

Item Number	Chandler Stock #	Description	Unit Price
1	4820.535.3000	VALVE, GATE, MJ, 10", IB, RESILIENT SEAL, W/O ACCESSORIES	$1,315.49
2	4820.533.1800	VALVE, GATE, FLANGE X FLANGE, 6", IB, RESILIENT SEAL, W/O ACCESSORIES	$549.90
3	4820.533.1905	VALVE, GATE, FLANGE X M J, 8", IB, RESILIENT SEAL, W/O ACCESSORIES, CLOW	$827.68
4	4820.534.1800	VALVE, GATE, FLANGE X MJ, 6", IB, RESILIENT SEAL, W/O ACCESSORIES, CLOW	$529.68
5	4820.535.1200	VALVE, GATE, MJ, 4", IB, RESILIENT SEAL, W/O ACCESSORIES	$415.07
6	4820.535.1900	VALVE, GATE, MJ X MJ, 6", IB RESILIENT W/O ACCESSORIES, CLOW	$529.68
7	4820.535.2400	VALVE, GATE, MJ X MJ, 8", IB, RESILIENT SEAL, W/O ACCESSORIES	$843.63
8	4820.535.3600	VALVE, GATE, MJ, 12", IB, RESILIENT SEAL, W/O ACCESSORIES	$1,664.58
9	4820.535.3700	VALVE, GATE, MJ, 16", IB, RESILIENT SEAL, W/O ACCESSORIES	$4,730.25
10	4820.535.3900	VALVE, GATE, MJ, 24", IB, RESILIENT SEAL, W/O ACCESSORIES	$296.03
11	4730.169.1301	KIT, BOLT,NUT & GASKET, 3" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	$4.16
12	4730.169.1303	KIT, BOLT,NUT & GASKET, 4" FLANGE,(3/4X3-1/4 CD PLATED BOLTS & NUTS)	$7.36
13	4730.169.1306	KIT, BOLT, NUT & GASKET, 6" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	$12.46
14	4730.169.1308	KIT, BOLT,NUT & RUBBER GASKET, 8" FLANGE, (3/4X3-1/4 CD PLATED BOLTS & NUTS)	$13.65

Discounts:
Valve Gates 75% off Core & Main List
Nut & Bolt Kits 75% off Core & Main List

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Section 10
Saddles

Item Number	Chandler Stock #	Description	Unit Price
1	4730.721.3615	SADDLE, BRASS, SINGLE STRAP, 6 X 3/4, IP, O.D. 6.625, FOR STANDARD PIPE PCV, FORD PART # S91-603, BR1B	$45.21
2	4730.721.3915	SADDLE, BRASS, SINGLE STRAP, 6 X 1, IP, O.D. 6.625, FOR STANDARD PIPE PVC, FORD PART # S71-604	$45.21
3	4730.720.1400	SADDLE, BRASS, DOUBLE STRAP, 6 X 1-1/2 IP	$109.73
4	4730.720.1300	SADDLE, BRASS, DOUBLE STRAP, 6 X 1 IP, BR2B	$95.96
5	4730.720.1200	SADDLE, BRASS, DOUBLE STRAP, 6 X 3/4 IP, BR2B	$95.96
6	4730.720.1100	SADDLE, BRASS, DOUBLE STRAP, 6 X 3/4 CC, #BR2B	$0.11
7	4730.720.1500	SADDLE, BRASS, DOUBLE STRAP, 6 X 2 IP, FORD # 202B-7.50	$120.64
8	4730.720.1800	SADDLE, BRASS, DOUBLE STRAP, 8 X 1 IP, 9.63, 202B-9.62XIP4	$118.82
9	4730.720.1610	SADDLE, BRASS, DOUBLE STRAP, 8 X 3/4 IP, 9.05 - 9.62 OD., FORD # 202B-962-TAP	$118.82
10	4730.720.1700	SADDLE, BRASS, DOUBLE STRAP, 8 X 1 CC, 9.63	$0.13
11	4730.720.7400	SADDLE, BRASS, SINGLE STRAP, 8 X 1 IP, FOR PVC, # S71.804	$63.25
12	4730.721.2505	SADDLE, BRASS, SINGLE STRAP, 4 X 1, IP, O.D. 4.50, FOR STANDRAD PIPE PCV, FORD PART # S71-404	$33.10
13	4730.721.2305	SADDLE, BRASS, SINGLE STRAP, 4 X 3/4, IP, O.D. 4, BR1B, FOR STANDARD PIPE PVC	$44.95
14	4730.721.3900	SADDLE, BRASS, SINGLE STRAP, 6 X 1 IP, FOR PVC	$45.21
15	4730.721.3610	SADDLE, BRASS, SINGLE STRAP, 6 X 3/4, O.D. 6.80 IP FOR C900 PVC PIPE	$45.21
16	4730.720.1810	SADDLE, BRASS, DOUBLE STRAP, 8 X 1-1/2 IP	$125.07
17	4730.720.2400	SADDLE, BRASS, DOUBLE STRAP, 10" X 2", IP, 202B-12.12X IP7, AC PIPE	$173.67
18	4730.720.1900	SADDLE, BRASS, DOUBLE STRAP, 8 X 2 IP, 9.05 -9.62 OD, #202b	$136.32
19	4730.720.3200	SADDLE, BRASS, DOUBLE STRAP, 12 X 2 IP, 202B-14.38 X IP7	$197.89
20	4730.720.2800	SADDLE, BRASS, DOUBLE STRAP, 12 X 1 IP, BR2B	$172.30
21	4730.720.2510	SADDLE, BRASS, DOUBLE STRAP, 12 X 3/4 IP, 202B-14.38XIP3	$172.30
22	4730.720.7100	SADDLE, BRASS, SINGLE STRAP, 8 X 3/4 IP	$69.66
23	4730.720.4200	SADDLE, BRASS,DOUBLE STRAP,16X2 IP,202B-19.25XIP7 FOR AC PIPE	$450.86

Discounts:
Saddles 75%

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Section 11 Clamps			
Item Number	**Chandler Stock #**	**Description**	**Unit Price**
1	4730.697.5000	CLAMP, REP, FULL CIRCLE, 6" X 12.5", 7.05-7.45 OD., WITH 1" TAP	$12.79
2	4730.697.5005	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99 - 9.79 OD., WITH 1" TAP	$19.46
3	4730.697.5015	CLAMP, REP, FULL CIRCLE, 12" X 15", 14.00-14.45 OD. , WITH 1" TAP	$26.85
4	4730.697.5016	CLAMP, REP, FULL CIRCLE, 4" X 7.5", 4.45-4.73 OD., CR1 475, WITH 1" TAP	$64.15
5	4730.697.5017	CLAMP, REP, FULL CIRCLE, 4" X 12.5", 4.74-5.14 OD., CR1 515	$79.13
6	4730.697.5019	CLAMP, REP, FULL CIRCLE, 6" X 12.5", 6.84-7.24 OD., CR1 724, WITH 1" TAP	$22.33
7	4730.697.5020	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99-9.39 OD., CR1 940, WITH 1" TAP	$25.85
8	4730.697.5023	CLAMP, REP, FULL CIRCLE, 12" X 12.5", 13.1-13.5 OD., CR1 1350, WITH 1" TAP	$33.96
9	4730.651.4001	CLAMP, REP, SS, SL, 4 X 7, 4.75-5.15, 401-7-515: F1-514-7.5	$48.28
10	4730.651.6000	CLAMP, REP, SS, SL, 4 X 12, 4.74-5.14, FS1-514X12.5	$79.13
11	4730.655.3000	CLAMP, REP, SS, SL, 6 X 12, 7.05-7.45, SS BOLTS & NUTS, FS1-745-12.5	$92.64
12	4730.655.4000	CLAMP, REP, SS, SL, 6 X 15, 7.05-7.45, FS1-745	$107.30
13	4730.654.6006	CLAMP, REP, SS, SL, 6 X 12, 6.84-7.24, F1-724-12.5	$91.15
14	4730.654.4006	CLAMP, REP, SS, SL, 6 X 12, 6.56-6.96, FS1-696-12.5	$89.84
15	4730.655.8001	CLAMP, REP, FSI, SS, 6 X 20, 7.05-7.45	$156.27
16	4730.697.5006	CLAMP, REP, FULL CIRCLE, 8" X 12.5", 8.99 - 9.79 OD., PART# F2.949.12	$146.74
17	4730.656.6001	CLAMP, REP, SS, SL, 8" X 10", 8.54-8.94, FS1-894-10	$88.96
18	4730.657.0003	CLAMP, REP, SS, SL, 8 X 12.5,8.99-9.39, F1-939-12.5	$109.17
19	4730.657.2001	CLAMP, REP, SS, SL, 8 X 15, 8.99-9.39, 401-15-939/FS1	$130.10
20	4730.657.6001	CLAMP, REP, SS, SL, 8 X 25, 8.99-9.39, SS NUTS & BOLTS,FS1-939X24	$26.17
21	4730.658.4001	CLAMP, REP, SS, SL, 10 X 12, 10.64-11.04, FS1-1104-12.5	$126.27
22	4730.658.5004	CLAMP, REP SS, SL, 10 X 12, 11.10-11.44, FS1-1144-12.5	$128.88
23	4730.658.6004	CLAMP, REP, SS, SL, 10 X 20, 11.10-11.44, F1S-1144-20, #FS1	$217.19
24	4730.659.0001	CLAMP, REP, SS, SL, 10 X 25, 11.01-11.44	$243.67
25	4730.660.8010	CLAMP, REP, SS, SL, 12 X 15, 14.00-14.40,SS BOLTS&NUTS,FS1-1440-15	$23.81
26	4730.660.8005	CLAMP, REP, SS, SL, 12 X 12-1/2, 14.00-14.40, FS1-1440-12.5	$157.14

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27	4730.662.1001	CLAMP, REP, SS, SL, 12 X 15, 14.00-14.80 SS	$35.09
28	4730.661.3002	CLAMP, REP, SS, SL, 12 X 24, 14.00-14.40, #CR1 1440	$309.01
29	4730.660.4001	CLAMP, REP, SS, SL, 12 X 25, 13.10-13.50	$288.72
30	4730.649.7005	CLAMP, REP, SS, DL, 16 X 7.5, 17.40-17.80	$24.34
31	4730.650.0006	CLAMP, REP, SS, DL, 16 X 20, 18.46-19.21	$501.88
32	4730.647.4050	CLAMP, REP, SS, TL, 20 X 15, 21.60-22.80O.D. , FS3-2280-15	$406.41
33	4730.662.2002	CLAMP, REP, SS, SL, 24 X 20, SS BOLTS&NUTS, F73-2700.20	$791.34
Discounts: Clamps 75% off Core & Main List			

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Section 12
MJ Kits (1-7), Mega Lugs (8-11), Mega Lugs PVC (12-16)

Item Number	Chandler Stock #	Description	Unit Price
1	4730.169.1250	KIT, ACCESSORY, MJ, W/FOLLOWER, 6", STD GLAND, TRAN GASKET	$19.64
2	4730.169.0400	KIT, ACCESSORY, MJ, W/FOLLOWER, 4", STD GLAND, STD GASKET	$13.44
3	4730.169.0600	KIT, ACCESSORY, MJ, W/FOLLOWER, 6", STD GLAND, STD GASKET	$19.12
4	4730.169.1200	KIT, ACCESSORY, MJ, W/FOLLOWER, 12", STD GLAND, STD GASKET	$32.02
5	4730.169.1000	KIT, ACCESSORY, MJ, W/FOLLOWER, 10", STD GLAND, STD GASKET	$30.48
6	4730.169.0800	KIT, ACCESSORY, MJ, W/FOLLOWER, 8", STD GLAND, STD GASKET	$21.18
7	4730.169.1250	KIT, ACCESSORY, MJ, W/FOLLOWER, 16", STD GLAND, STD GASKET	$11.48
8	4730.703.0300	MEGA LUG THRUST RESTRAINT, MJ, DIP, 6"	$20.68
9	4730.703.0350	MEGA LUG THRUST RESTRAINT, MJ, DIP, 8"	$31.08
10	4730.703.0400	MEGA LUG THRUST RESTRAINT, MJ, DIP, 10"	$46.06
11	4730.703.0450	MEGA LUG THRUST RESTRAINT, MJ, DIP, 12"	$67.12
12	4730.705.4506	MEGA LUG THRUST RESTRAINT, 6", C900 & IPS, RED	$25.88
13	4730.705.4508	MEGA LUG THRUST RESTRAINT, 8", C900 & IPS, RED	$38.25
14	4730.705.4510	MEGA LUG THRUST RESTRAINT, 10", C900 & IPS, RED	$72.31
15	4730.705.4512	MEGA LUG THRUST RESTRAINT, 12", C900 & IPS, RED	$76.16
16	4730.705.4516	MEGA LUG THRUST RESTRAINT, 16", F/C900, RED	$37.16

Discounts:
MJ Kits 75% off Core & Main List
Mega Lugs 75% off Core & Main List
Mega Lugs PVC 75% off Core & Main List

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Section 13
Valve Top & Bottom Riser Extensions

Item Number	Chandler Stock #	Description	Unit Price
1	4730.179.2500	VALVE BOX, TOP, 16", SERIES 6855 ITEM 562A-T16 STAR, "SLIP STYLE"	$34.63
2	4730.179.2700	VALVE BOX, TOP, 26", 26T, STAR, "SLIP STYLE", HEAVY DUTY	$45.98
3	4730.179.1000	VALVE BOX, BOTTOM, 24", VBB562A STAR HEAVY DUTY	$35.87
4	4730.179.1500	VALVE BOX, BOTTOM, 36", SIGMA	$51.95
5	4730.179.3020	VALVE BOX, RISER, 2"	$11.11
6	4730.179.3010	VALVE BOX, RISER, 3"	$13.80
7	4730.179.3000	VALVE BOX, RISER, 4"	$17.63
8	4730.179.2400	VALVE BOX, TOP, RECLAIMED WATER, SQUARE TOP-ROUND BOTTOM	$91.03
9	4730.179.4002	EXTENSION, VALVE STEM, 2', # 59VSEO2M	$15.32
10	4730.179.4003	EXTENSION, VALVE STEM, 3', # 59VSEO3M	$18.40
11	4730.179.4004	EXTENSION, VALVE STEM, 4', # 59VSEO4M	$23.00

Discounts:
Star Pipe 75% off Core & Main List

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Section 14 Misc. Items			
Item Number	**Chandler Stock #**	**Description**	**Unit Price**
1	8040.082.0004	CEMENT, PVC, RED HOT, PINT	$9.78
2	8040.082.0007	CEMENT, PVC, IPS WELD-ON 725, 1/2 PINT	$6.36
3	8040.624.6310	PRIMER, PVC, PURPLE, 1/2 PT	$4.89
4	6685.242.5000	GAUGE, PRESSURE, 2-1/2", 0-200 PSI	$11.25
5	4730.030.0802	UTC REPAIR COUPLING, SIZE C, O.D 1.06-1.34	$23.95
6	4730.030.0803	UTC REPAIR COUPLING, SIZE B, O.D .83-1.06	$16.52
7	4210.318.1085	PIN, STAINLESS STEEL, FOR WATEROUS LOCK, CUSTODIAN-PIN-25	$10.67
8	5975.915.0189	PLUG, SQUARE DRIVE, FOR CUSTODIAN LOCK, CUSTODIAN-DP-NEO	$10.67
9	4210.318.6112	SOCKET SCREW, FLATHEAD, (BOLT), 1/2 X 13 X 1.25, CUSTODIAN-FHSS-1.25	$10.06
10	5975.915.0215	PLUG, STAINLESS STEEL, LOCK FOR WATER METERS, PL-10-AV	$27.16
11	5975.915.0216	PLUG, STAINLESS STEEL, LOCK FOR WATER METERS, PL-1.25-AV	$27.16
12	4730.102.1350	COUPLING, METER, W/PACK JOINT, C37-13, 5/8" X 3/4" PVC PIPE PJ	$18.29
13	4730.102.1351	COUPLING, METER, W/PACK JOINT, C37-21, 5/8" X 3/4" X 1/2" PVC PIPE PJ	$18.59
14	4730.102.1352	COUPLING, METER, W/PACK JOINT, C37-23, 5/8" X 3/4" X 3/4" PVC PIPE PJ	$20.93
15	4730.102.1353	COUPLING, METER, W/PACK JOINT, C37-44, 1" X 1" PVC PIPE PJ	$20.93
16	4820.020.0072	AIR RELIEF VALVE, 1/2", 50.1 APCO	$120.38
17	4820.024.0100	VALVE, AIR, COMBINATION, WORKING PSI 3-250, 1", ARI # D-040	$218.88
18	4820.024.0105	VALVE, AIR, COMBINATION, WORKING PSI 3-250, 2", ARI # D-040,SCOTTSDALE SPEC 91020ARID040P-NT	$506.14
19	4820.025.0001	VALVE, AIR RELIEF, VALMATIC # 202C-2, 2"	$284.27
20	4820.025.0017	VALVE, CHECK, SILENT, VAL-MATIC, 8", BRONZE SEAT, GLOBE STYLE 1800 WORKING PSI 150	$682.41
21	5330.246.5600	GASKET, METER, 2" X 1/8", DROP IN	$1.01
22	5330.246.5400	GASKET, METER, 1-1/2"X 1/8", DROP IN	$0.93
23	5330.246.5200	GASKET, METER, 1", ITP 1/8, RUBBER WASHER	$0.15
24	5330.246.5000	GASKET, METER, 3/4", RUBBER, #GT114, 100EA/BAG DO NOT SUBSTITUTE	$0.13
25	5330.243.1400	GASKET, ADAPTER, HYDRANT, METER, 2-1/2, NEPTUNE #8340-029	$3.81

Discount:
MISC Items 75% off Core & Main List

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** N/A

Date:	May 27, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Dawn Lang, Management Services Director
From:	Christina Pryor, Purchasing and Material Manager
Subject:	Purchase of Janitorial and Sanitation Supplies

Proposed Motion:

Move City Council approve the purchase of janitorial and sanitation supplies, from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed $350,000, for the period of June 1, 2021, through May 31, 2022, and authorize the City Manager or designee to sign a linking agreement with Waxie Sanitary Supply.

Background/Discussion:

The City of Chandler requires a diverse and extensive supply of janitorial and sanitation supplies for delivery to Central Supply and various other City locations, as well as a representative to provide onsite product and service consultations, demonstrations, and cleaning direction and training. The City of Tucson contract provides a broad supply of products and services to ensure the support of daily maintenance operations. It includes such items as carpet and hard floor care cleaners, brooms and buckets, restroom care and cleaning supplies, as well as toilet paper, paper towels, and plastic can liners.

Evaluation:

The City of Tucson, as the Principal Procurement Agency, partnered with OMNIA Partners and competitively solicited and awarded a contract for janitorial and sanitation supplies. The City has a current Intergovernmental Agreement with the City of Tucson allowing for the cooperative use of Tucson's contracts. The City of Tucson's contract is valid through May 31, 2025.

Items are purchased throughout the year only as needed and stock levels are maintained at the minimum levels necessary to support City operations. Staff recommends cooperative use of this contract based on volume discounts and value added services, such as training, consulting, and equipment repair programs.

Financial Implications:

Funds for the purchase of janitorial and sanitation supplies will be from the Central Supply Inventory account (101.0000.1516) and charged back to individual cost centers as supplies are issued.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.0000.1516.0.0	General Fund	N/A	$350,000	N

ITEM 19

City Council Memorandum **Management Services** **Memo No.** 21-053

Date: May 27, 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 Romario A. Ventura, Agent, Mexico Magico Y Cantina, LLC, dba Mexico Magico Y Cantina

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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. 148394, a Series 12, Restaurant Liquor License, for Romario A. Ventura, Agent, Mexico Magico Y Cantina, LLC, dba Mexico Magico Y Cantina, located at 474 W. Ray Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 203067.

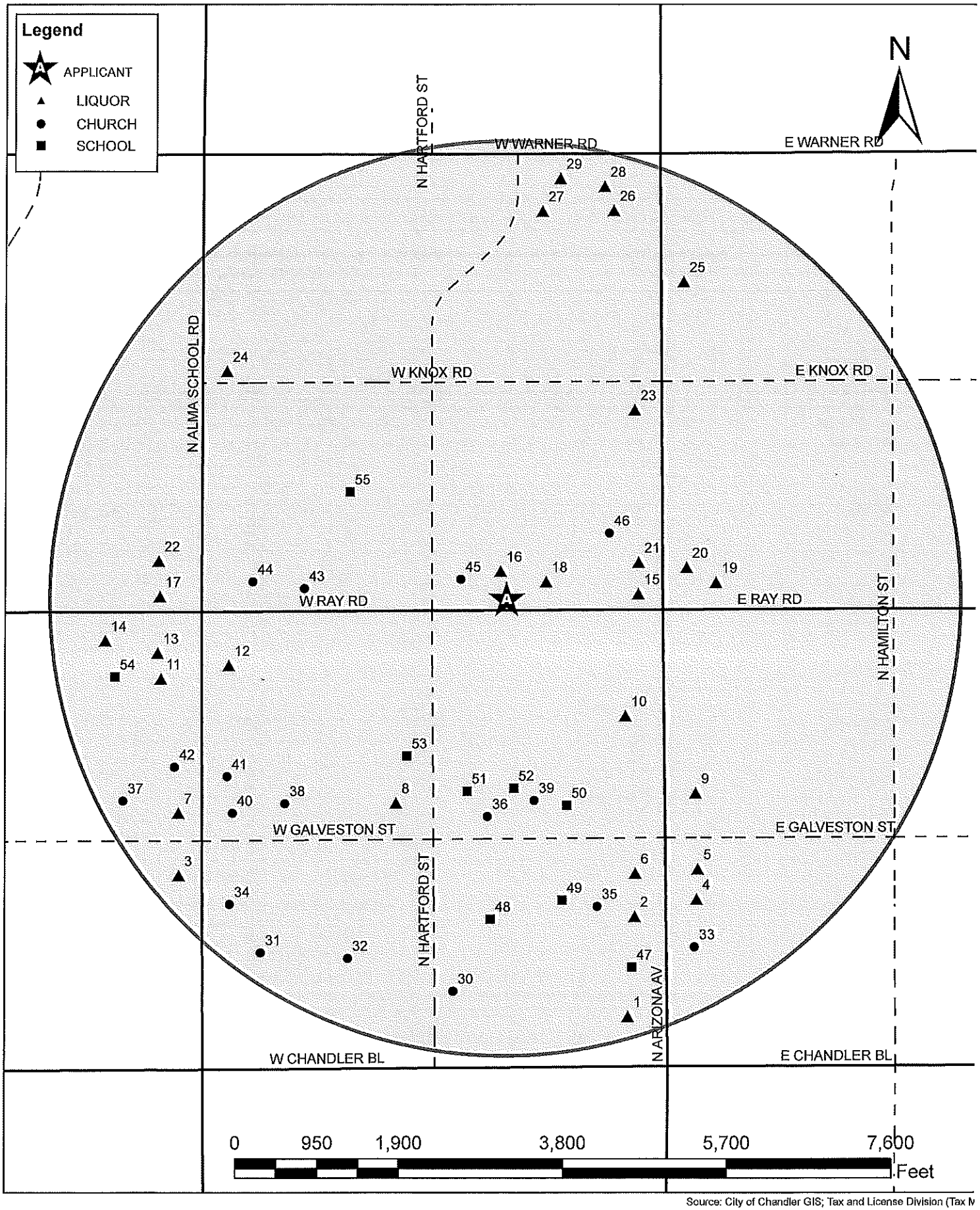
Discussion:

This application for a liquor license was posted for hearing on May 27, 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 M

Liquor License Map - 474 W. Ray Road

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.

A Mexico Magico Y Cantina
1 Chandler Center For The Arts
2 Max And Teds 480
3 Floridino's Pizza & Pasta
4 Chodang Tofu Restaurant
5 La Familia New Market
6 Chandler Liquors
7 Si Senor Restaurant
8 Kwik Mart
9 Casa Maria Mexican Restaurant
10 7-Eleven 13011e
11 American Legion Post 91
12 Gnd Market Water And Ice
13 Stadium Club - Rest & Sports Lounge
14 Yama Sushi House
15 Pizza Hut #35851
16 Carniceria El Herradero LLC
17 Founding Fathers Kitchen
18 Dollar General Store #10200
19 Food City #26
20 Family Dollar Store #25024
21 El Rancho Market Of Chandler Inc
22 Gobooze
23 Pizza On 87
24 Circle K Stores Inc 5973
25 American Way Market Cafe
26 AMF Chandler Lanes
27 Down Time Wines
28 Mambos Dominican Kitchen
29 Wild Elk Den
30 Church of Nazarene
31 Chandler High School
32 St Matthews Episcopal Church
33 Holy Trinity Lutheran Church
34 LDS Seminary
35 Austin Field
36 Church of Christ
37 International Assembly of God
38 Arizona College Prep - Oakland Campus
39 St Mary-Basha Catholic School
40 St Marys Church
41 Chandler Seventh Day Adventist Church
42 Sonrise Faith Community Church
43 Instructional Resource Center
44 Rectory
45 Church of God
46 Media & Classes
47 Iglesia De Dios Pentecostal Church
48 Hartford Sylvia Encinas Elementary School
49 Community of Christ Church
50 Bright Horizons Family Solutions
51 Epiphany Lutheran Church
52 Greater Phoenix Chinese Christian Church
53 First Assembly of God
54 Iglesia Biblica Pan De Vida
55 Knox 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.

B

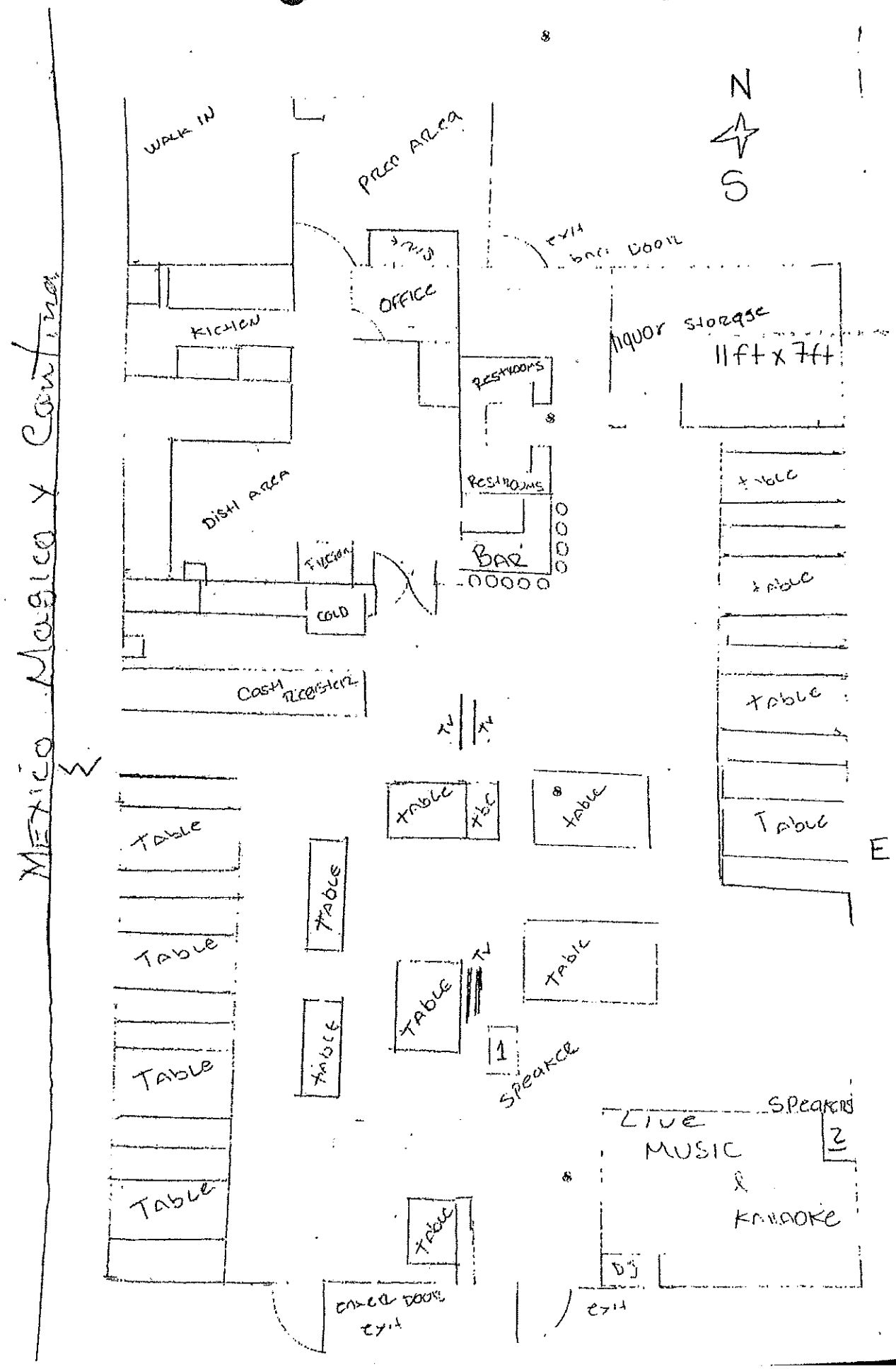

Mexico Magico y Cantina
WALK IN
PREP AREA
N
S
EXIT BACK DOOR
OFFICE
KITCHEN
liquor storage
11ft x 7ft
RESTROOMS
RESTROOMS
DISH AREA
BAR
FRYER
COLD
Cash Register
TV
TV
Table
Table
Table
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Table
Table
Table
Table
Table
Table
TV
1
Speaker
Speaker
2
LIVE MUSIC & KARAOKE
DJ
EXIT
EXIT
EXIT DOOR
E
21 APR 14 LIQ. LIC. AM 2:53

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Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 21-054

Date:	May 27, 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:	Class B Bingo License for Hope for the Homeless, Inc.

Proposed Motion:

Move for recommendation to the Arizona Department of Revenue for approval of State's issuance of a Class B Bingo License, Donald A. O'Neill, Secretary/Treasurer, for Hope for the Homeless, Inc., located at Hob Nob Sports Grill, 7200 W. Chandler Boulevard.

Discussion:

Hope for the Homeless, Inc., has requested the City's approval of their Class B Bingo License at 7200 W. Chandler Boulevard. Bingo games will be available weekly, on Sunday, Monday, Thursday, Friday, and Saturday from 11:00 a.m. until 11:00 p.m.

Class B Bingo Game Licenses are issued by the State and are designed for people who are dedicated to raising funds for their sponsoring charitable organizations. Any person or group may apply for a Class B License, but the licensee is restricted to gross receipts not to exceed $300,000 per year. The City does not issue the license, however, State Statute requires that the applicant receive City approval as part of the licensing process.

The Police, Development Services, and Fire departments have reviewed the application and indicated no objections.

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City Council Memorandum **Police Memo No.** N/A

Date:	May 27, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Sean Duggan, Police Chief
From:	Chris Perez, Police Commander
Subject:	Sole Source Purchase of Taser Conducted Energy Weapons (CEW)

Proposed Motion:

Move City Council approve the sole source purchase of Taser Conducted Energy Weapons (CEW), from Axon Enterprise, Inc., in the amount of $106,746.70, for year five of the five-year payment plan.

Background/Discussion:

The Chandler Police Department began utilizing the “less-lethal” Taser Conducted Energy Weapon (CEW) to effectively control combative subjects and subjects armed with non-ballistic deadly weapons (e.g. knives, bats, boards, etc.) in 1999. The weapon has undoubtedly saved lives, allowing officers to control armed subjects using less-lethal means without the use of deadly force.

In December 2011, the Police Department purchased the X2 model, which provided officers a second shot, enabling them to control two threatening subjects or rapidly issue a follow-up shot, when necessary, without having to reload. A five-year warranty was included and has been critical given the daily use, wear and tear, and some technological failures encountered. The five-year warranty expired on these units in early 2017. In FY 2017-18, all CEWs were replaced as part of a five-year payment plan approved by Council.

There are few CEW products available in the marketplace. The Axon Enterprise, Inc., CEW product was selected because of the features, reliability, and customer support required by law enforcement. The following is a list of features required by the Chandler Police Department that are only available with the Axon CEW:

- Multiple-shots
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID) of mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data
- The Trilogy log system records information from a variety of sensors into three data logs that can then be downloaded to a personal computer (PC) and may be transferred to Evidence.com services
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch

- Pairs with current Axon Enterprise Body Worn Cameras

Axon Enterprise, Inc., is the sole manufacturer and distributor of the Taser Conducted Energy Weapons product.

Evaluation:

On September 14, 2017, Council approved the sole source purchase of Taser Conducted Energy Weapons (CEW), including year one and year two of the five-year payment plan. Additional payments have been made in subsequent years. The five-year plan covers the weapon replacement, warranty, batteries, and cartridges.

Staff recommends approval of year five of the five-year payment plan.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2080.5355	General	N/A	106,746.70	N

Attachments

Taser Quote

Invoice

Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
AR@axon.com
www.axon.com

Invoice No	SI-1729715
Invoice Date	08-Apr-21
Payment Term	Net 30
Payment Due Date	08-May-21
Sales Order	SO210678815
Customer account	105506
Purchase Order	YEAR 5 00013670
Customer reference	

BILL TO:

CHANDLER POLICE DEPT

250 E CHICAGO ST
CHANDLER, AZ 85225
USA

SHIP TO:

CHANDLER POLICE DEPT

250 E CHICAGO ST
CHANDLER, AZ 85225
USA

Item number	Description	Quantity	Unit price	[USD]Amount
85180	TASER 60 YEAR 5 PAYMENT: X2 BASIC	340	290.57	98,793.80

Please see https://www.axon.com/legal/sales-terms-and-conditions for all sales terms and conditions

Invoice Total		98,793.80
Shipping		0.00
Sales Tax		7,952.90
Total		106,746.70
Amount Received		0.00
BALANCE DUE	**USD**	**106,746.70**

Continued on next page

Invoice

Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
AR@axon.com
www.axon.com

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Customer account	105506
Purchase Order	YEAR 5 00013670
Customer reference	

RETURN THIS PORTION WITH YOUR PAYMENT

CHANDLER POLICE DEPT
250 E CHICAGO ST
CHANDLER, AZ 85225
USA

BALANCE DUE	106,746.70
Currency	USD

For ACH Payments:(Preferred Method)	
Account Name	Axon Enterprise, Inc.
Account Number	634912729
Bank Routing/Transit	122100024
Reference Number	SI-1729715

For Wire Transfers:	
Beneficiary	Axon Enterprise, Inc.
Account Number	634912729
Bank Routing/Transit	021000021
SWIFT Code	CHASUS33
Reference Number	SI-1729715

For Lockbox Payments Mail To:
Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Reference Number SI-1729715

Please reference the invoice number on your ACH, Wire or Check payment

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer

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End

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City Council Memorandum **Police Memo No.** N/A

Date:	May 27, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Sean Duggan, Police Chief
From:	Zachary Cummard, Police Lieutenant
Subject:	Purchase of Dell Laptop Computers and Peripherals

Proposed Motion:

Move City Council approve the purchase of Dell laptop computers and various peripherals, from Dell Marketing, L.P., utilizing State of Arizona Contract No. ADSPO16-098163, in the amount of $800,041, and authorize the City Manager or designee to sign a linking agreement with Dell Marketing, L.P.

Background/Discussion:

The Chandler Police Department currently utilizes laptop mobile data computers (MDC) in their patrol vehicles. An MDC allows officers to communicate with police dispatch and with each other, write police reports, manage civil and criminal violations, conduct investigations, and perform office and administrative tasks without needing to leave their assigned beat. This purchase includes a life cycle replacement of 199 MDCs with various peripherals of networking accessories.

Evaluation:

The State of Minnesota competitively solicited and awarded a contract to Dell Marketing, L.P., for computer hardware and peripherals on behalf of the National Association of State Procurement Officials (NASPO) Valuepoint, which the State of Arizona has adopted. The City has a current Intergovernmental Agreement with the State of Arizona that permits the cooperative use of the NASPO Valuepoint contracts. The contract is valid through July 21, 2021.

Financial Implications:

Funding for this purchase is available in the amount of $800,041 using a combination of general fund (101) and equipment replacement fund (402) specified in the Fiscal Impact section.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2060.6314.0.0.0	General Fund	N/A	$367,525	N
402.2060.6314.0.0.0	Equipment Replacement Fund	N/A	$432,516	N

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City Council Memorandum **Police Memo No.** N/A

Date:	May 27, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Sean Duggan, Police Chief
From:	Chris Perez, Police Commander
Subject:	Purchase of Ammunition

Proposed Motion:

Move City Council approve the purchase of ammunition from Dooley Enterprise, Inc., utilizing State of Arizona Contract No. CTR043672, in the amount of $123,864.87, and authorize the City Manager or designee to sign a linking agreement with Dooley Enterprise, Inc.

Background/Discussion:

Ammunition availability has become a growing concern for police departments nationwide. In some cases, delivery times have been extended up to twelve months. A shortage of ammunition would have a tremendous negative impact on the Police Department's ability to conduct ongoing firearms proficiency training and qualifications. This purchase will allow the Police Department to stay ahead of the extended delivery times and continue to meet the training need.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for ammunition products. The City has a current Intergovernmental Agreement with the State of Arizona that permits the cooperative use of the State's contracts. The term of the State of Arizona contract is valid through March 29, 2022.

Financial Implications:

Purchase of ammunition in the amount of $123,864.87.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2080.5348.0.0.0	General Fund	N/A	$123,864.87	N

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City Council Memorandum **Public Works & Utilities** **Memo No.** ST21-021

Date: May 27, 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. PW1-285-4255, with Consolidated Electrical Distributors dba Arizona Electrical Supply and Border States Electric, for the Purchase of LED Luminaires and Photocontrols

Proposed Motion:

Move City Council approve Agreement No. PW1-285-4255, with Consolidated Electrical Distributors dba Arizona Electrical Supply and Border States Electric, for the purchase of LED luminaires and photocontrols, in a combined amount not to exceed $380,762, for a one-year period, June 1, 2021, through May 31, 2022, with the option of four additional one-year extensions.

Background/Discussion:

The City's Transportation Division is responsible for the maintenance of streetlights. Out of 29,500 streetlights currently in the City's inventory, approximately 14% are light emitting diode (LED). This contract will allow the purchase of the more efficient LED luminaires to replace the existing less efficient high pressure sodium light fixtures. For a typical arterial road streetlight, the energy consumption is reduced from 250 watts to 120 watts. The conversion to LED will be completed on the arterial roadway network before systematically replacing the lighting in neighborhoods in future years.

Evaluation:

On April 1, 2021, City staff issued Invitation for Bid No. PW1-285-4255, for LED luminaires and photocontrols. Notification was sent to all registered vendors. Eight (8) responses were received from the following bidders:

1. Consolidated Electrical Distributors, Inc., dba Arizona Electrical Supply
2. Border States Electric
3. DP Electric, Inc.
4. Eco Engineering, Inc.
5. Lighting Unlimited
6. Stellux LED LLC
7. Voss Electric Company dba Voss Lighting
8. Wesco Distribution, Inc.

The bids from Stellux LED LLC, Voss Lighting, and Wesco Distribution, Inc., were deemed non-responsive. Staff recommends award to Consolidated Electrical Distributors, Inc., dba Arizona Electrical Supply, and Border States Electric, as the lowest responsive and responsible bidders. The term of these agreements is June 1, 2021, through May 31, 2022, with the option of up to four (4) one-year extensions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6419.6ST705	Capital General Fund	LED Street Light Upgrade/Conversion	$380,762	Y

Attachments

Agreement - Arizona Electrical Supply
Agreement - Border States Electric

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: 5/27/21 _____

CITY OF CHANDLER PURCHASE AGREEMENT
LED LUMINAIRES AND PHOTOCONTROLS
CITY OF CHANDLER AGREEMENT NO. PW1-285-4255

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Consolidated Electrical Distributors, Inc. dba Arizona Electrical Supply, a Delaware corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ , 20___ (Effective Date).

RECITALS

A. On April 1, 2021, the City issued a solicitation for LED luminaires and photocontrols. The City proposes to enter into two related agreements to purchase LED luminaires and photocontrols for the prices set forth in each agreement. The total sum for the two agreements must not exceed $380,762.

B. City proposes to purchase LED luminaires and photocontrols from Contractor as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. 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.

D. 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

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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.

The term of the Agreement is one year, and begins on June 1, 2021 and ends on May 31, 2022 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. 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

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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

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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

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agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City
Name: City of Chandler Purchasing Division
Title: Procurement Officer
Address: 175 S. Arizona Avenue, 3rd Floor
Chandler, AZ 85225
Phone: 480-782-2400
Email: Purchasing@chandleraz.gov

For the Contractor
Name: David Dillman
Title: PC Manager
Address: 807 W Broadway Road
Mesa, AZ 85210
Phone: 480-834-8050
Emai: ddillman@aesmesa.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.).

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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

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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.

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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

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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.

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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 - Special Conditions

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.

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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. Standard manufacturer's warranties shall apply to all equipment supplied 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.

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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.

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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: David Dillman

Its: David Dillman

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
TECHNICAL SPECIFICATIONS

LED Luminaires:
Part No.: RFM-130W32LED4K-G2-R2M-UNV-DMG-FAWS-HS-RCD7-GY3
Lumec RoadFocus Medium Series Cobra Head (RFM)
LED Module: (130W32LED)
CCT: (4K)
Generation: Generation 2 (G2)
Distribution: Type 2 Medium ASYM (R2M)
Voltage: 120-277V (UNV)
Controls: 0-10V (DMG); Field Adjustable Wattage Selector (FAWS); House Side Shield (HS); Tool-less receptacle for twist-lock photocell or shorting cap 7-pin (RCD7)
Finish: Gray (GY3)

No substitutes.

Photocontrol:
Part No.: 6390TF-FO-BK-1.0/PEC,105-305V,TRU-FILTER,320J,BLK,FO,1.0FC,A
Ripley Tru-Filter InfraRed Filtering Photocontrol
Model: (6390TF)
Fail Off: (FO)
ANSI Color Coded Cap: Black (BK)
Operating Light Levels: 1.0 FC (1.0FC)
Voltage Range: 105-305 (105-305V)

No substitutes.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Item Description	Part No.	Unit of Measure	Unit Price
1	LED Luminaire	Lumec RFM-130W32LED4K-G2-R2M-UNV-DMG-FAWS-HS-RCD7-GY3	Each	$195.88
2	Photocontrol	Ripley 6390TF-FO-BK-1.0/PEC,105-305V, TRU-FILTER,320J,BLK,FO,1.0FC,A	Each	$6.76

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EXHIBIT C TO AGREEMENT
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury.

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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

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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.

C. *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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: 5/27/21

CITY OF CHANDLER PURCHASE AGREEMENT
LED LUMINAIRES AND PHOTOCONTROLS
CITY OF CHANDLER AGREEMENT NO. PW1-285-4255

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Border States Electric, a North Dakota corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ _____ , 20___ (Effective Date).

RECITALS

A. On April 1, 2021, the City issued a solicitation for LED luminaires and photocontrols. The City proposes to enter into two related agreements to purchase LED luminaires and photocontrols for the prices set forth in each agreement. The total sum for the two agreements must not exceed $380,762.

B. City proposes to purchase LED luminaires and photocontrols from Contractor as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. 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.

D. 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

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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.

The term of the Agreement is one year, and begins on June 1, 2021 and ends on May 31, 2022 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. 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

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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

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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

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agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City
Name: City of Chandler Purchasing Division
Title: Procurement Officer
Address: 175 S. Arizona Avenue, 3rd Floor
Chandler, AZ 85225
Phone: 480-782-2400
Email: Purchasing@chandleraz.gov

For the Contractor
Name: Jason Elgin
Title: Account Manager
Address: 5519 E Washington Street
Phoenix, AZ 85034
Phone: 602-615-5253
Emai: jelgin@borderstates.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.).

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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

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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.

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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

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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.

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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 - Special Conditions

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.

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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. Standard manufacturer's warranties shall apply to all equipment supplied 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.

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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.

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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: Jason Elgin

Its: Accoutn Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
TECHNICAL SPECIFICATIONS

LED Luminaires:
Part No.: RFM-130W32LED4K-G2-R2M-UNV-DMG-FAWS-HS-RCD7-GY3
Lumec RoadFocus Medium Series Cobra Head (RFM)
LED Module: (130W32LED)
CCT: (4K)
Generation: Generation 2 (G2)
Distribution: Type 2 Medium ASYM (R2M)
Voltage: 120-277V (UNV)
Controls: 0-10V (DMG); Field Adjustable Wattage Selector (FAWS); House Side Shield (HS); Tool-less receptacle for twist-lock photocell or shorting cap 7-pin (RCD7)
Finish: Gray (GY3)

No substitutes.

Photocontrol:
Part No.: 6390TF-FO-BK-1.0/PEC,105-305V,TRU-FILTER,320J,BLK,FO,1.0FC,A
Ripley Tru-Filter InfraRed Filtering Photocontrol
Model: (6390TF)
Fail Off: (FO)
ANSI Color Coded Cap: Black (BK)
Operating Light Levels: 1.0 FC (1.0FC)
Voltage Range: 105-305 (105-305V)

No substitutes.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Item Description	Part No.	Unit of Measure	Unit Price
1	LED Luminaire	Lumec RFM-130W32LED4K-G2-R2M-UNV-DMG-FAWS-HS-RCD7-GY3	Each	$204.00
2	Photocontrol	Ripley 6390TF-FO-BK-1.0/PEC,105-305V, TRU-FILTER,320J,BLK,FO,1.0FC,A	Each	$7.50

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EXHIBIT C TO AGREEMENT
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury.

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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

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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.

C. *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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-108

Date: May 27, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager
From: Gina Ishida-Raybourn, Utilities Engineering Manager
Subject: Professional Services Agreement No. WW2106.201, with Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Design Services

Proposed Motion:
Move City Council award Professional Services Agreement No. WW2106.201, to Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Design Services, in an amount not to exceed $483,188.

Background/Discussion:
The 2018 Wastewater Master Plan identified an ongoing initiative to evaluate, prioritize, and rehabilitate wastewater collection system facilities. The City's collection system consists of sewer lift stations, large diversion/junction structures, and over 880 miles of sanitary sewer pipelines that collect and convey wastewater to three water reclamation facilities. A recent assessment identified specific repairs and rehabilitation action for several existing sewer lift stations and a large diversion/junction structure. The repair and rehabilitation work will include replacement of deteriorated access hatch covers, piping, rehabilitation of concrete coating systems, valve replacements, installation of fall protection grating, and minor electrical improvements.

The project scope of work consists of project management, design development, and permitting assistance. The contract completion time is 270 calendar days following Notice to Proceed.

Evaluation:
The selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Water and Wastewater Services. Staff recommends approval of this agreement with Brown and Caldwell, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
611.3910.6718.6WW196	Wastewater Bonds	Collection System Facility Imprv	$483,188	Y

Attachments

Location Map
Agreement - Brown and Caldwell, Inc.

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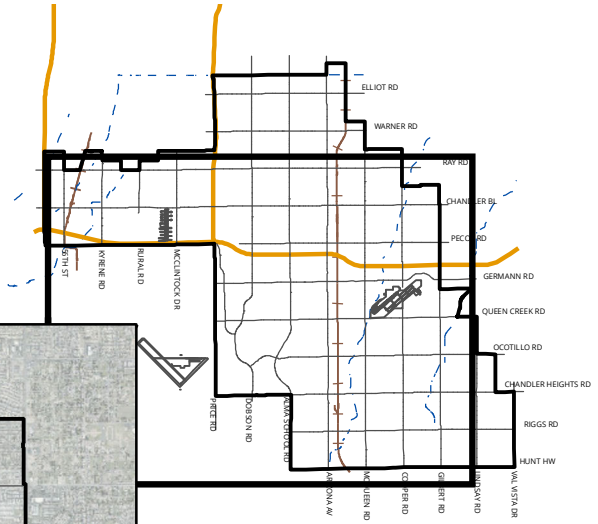
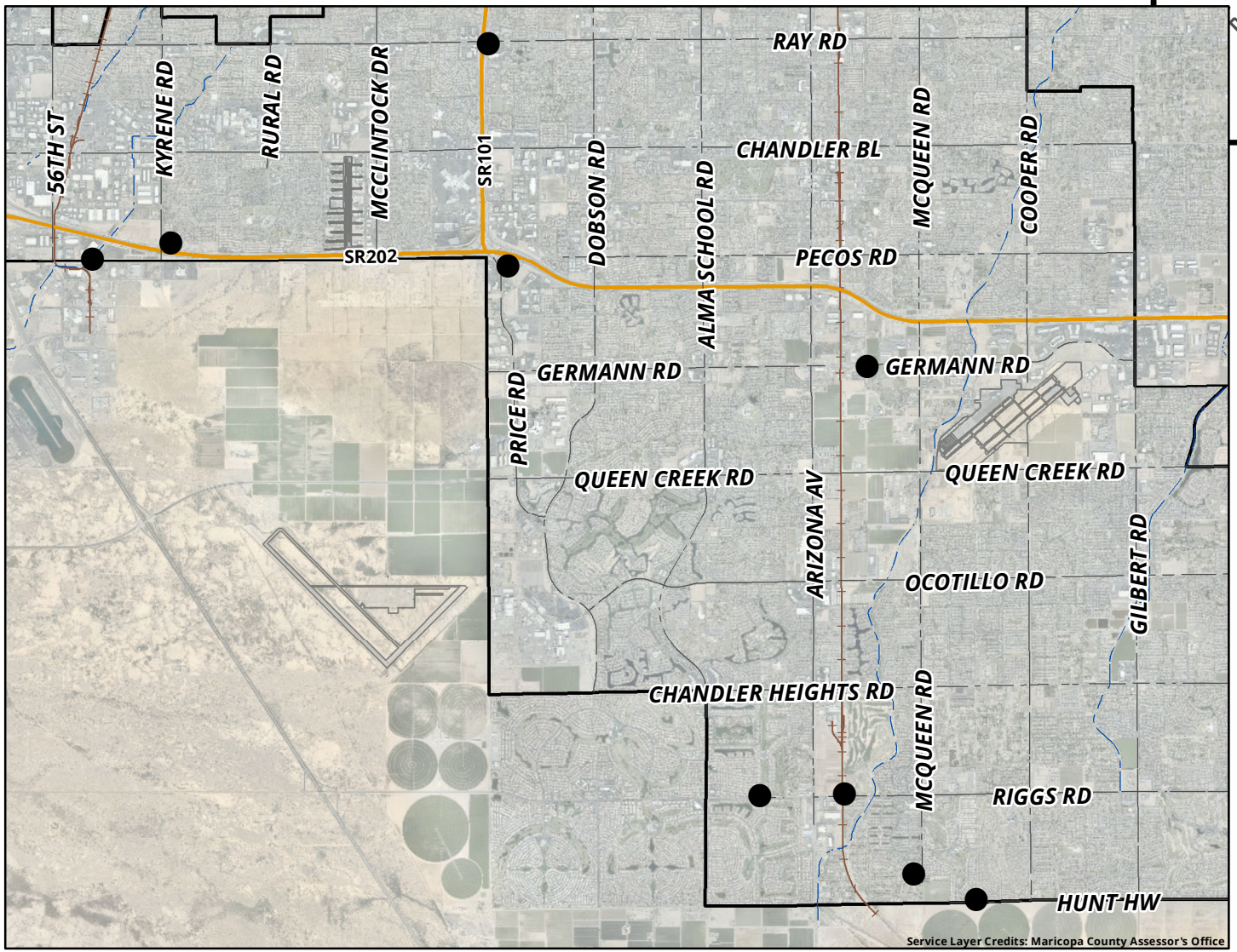
SEWER LIFT STATION REHABILITATION
PROJECT NO. WW2106.201





MEMO NO. CP21-108

● PROJECT SITE

NTS

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Community of Innovation

PROFESSIONAL SERVICES AGREEMENT
Design Services
SEWER LIFT STATION REHABILITATION
Project No. WW2106.201
Council Date: May 27, 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 **Brown and Caldwell, Inc.**, a California 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 Design Services for **SEWER LIFT STATION REHABILITATION** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **270** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$483,188** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: 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:	Brown and Caldwell, Inc. 201 N. Civic Dr., Walnut Creek, CA 94596 Statutory Agent Name: CT Corporation System Statutory Agent Physical Address: 800 N. Central Ave., Ste. 460, Phoenix, AZ 85012 Statutory Agent Mailing Address: 800 N. Central Ave., Ste. 460, Phoenix, AZ 85012 Consultant's Authorized Project Representative: Name: Mark Courtney Title: Client Services Manager Physical Address: 2 North Central Ave., Suite 1600, Phoenix, AZ 85004 Mailing Address: 2 North Central Ave., Suite 1600, Phoenix, AZ 85004Phone: 602-567-3814 Email: mailto:mcourtney@brwncald.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 III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for

the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof

must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City

sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or

circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set

forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Brown and Caldwell, Inc.

_____ 4/20/21
Signature Date

Ronald C. Ablin
Print Name

Vice President
Title

RAblin@BrwnCald.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

2 North Central Avenue
Suite 1600
Phoenix, AZ 85004

T: 602.567.4000
F: 602.567.4001

Brown AND Caldwell

April 9, 2021

Gina Ishida-Raybourn, PE
Utilities Engineering Manager
Public Works & Utilities Department
City of Chandler, AZ

Subject: City of Chandler (COC) Sewer Lift Station Rehabilitation Design
COC Project WW2106

Dear Ms. Ishida-Raybourn:

The City requested this project under the On-Call services agreement with Brown and Caldwell (BC) to provide design and construction documents for implementing recommendations made in a condition assessment report (Report) of the City's sewer lift stations. The Report was completed in 2020 ("City of Chandler Sewer Lift Station Condition Assessment"; Jacobs, February 2020), and recommended rehab and capital improvement projects (CIP) for nine (9) lift stations. BC and City Operations personnel conducted lift station site visits on January 20th and February 16th, 2021. Utilizing CIP recommendations from the Report and City personnel recommendations, BC identified rehab/improvement items for the lift stations.

The total costs for this lift station rehabilitation design contract are $483,188, and the design project is scheduled to be completed in approximately nine months. Included with this letter are the following documents: Scope of Work, Fee Tables B1 and B2, Project Schedule, and BC Legal Notices Information Form.

We appreciate this opportunity to provide professional design services for this City of Chandler project.

Sincerely,

Brown and Caldwell

Mark Courtney, PE
Project Manager

Exhibit A Scope of Work

City of Chandler
Sewer Lift Station Rehabilitation Design

City of Chandler Project WW2106

April 9, 2021

Project Overview

This project consists of preliminary and detailed design services for various items of rehabilitation (rehab), replacement, and improvements to nine (9) remote sewer lift stations/junction structure located in the City of Chandler's (City) wastewater collection system.

The City requested this project under the On-Call services agreement with Brown and Caldwell (BC) to implement recommendations made in a condition assessment report (Report) of the City's sewer lift stations. The Report was completed in 2020 ("City of Chandler Sewer Lift Station Condition Assessment"; Jacobs, February 2020), and recommended rehab and capital improvement projects (CIP) for nine (9) lift stations/junction structure (LS). Below is a list of the nine LSs and the CIP items recommended for each. BC and City Operations personnel conducted lift station site visits on January 20th and February 16th, 2021. Utilizing CIP recommendations from the Report and City personnel comments, BC identified rehab/improvement items for the lift stations and junction structure listed below. BC's scope will be to develop a single detailed, bid ready design package to address the identified rehab/improvements. The list below details BC's understanding of the rehab/improvement items to be addressed for each of the remote facilities:

Kyrene Lift Station

- Replace existing deteriorated wet well access hatch
- Replace existing deteriorated piping in wet well
- Remove and reinstall existing pumps and appurtenances to allow rehabilitation of corrosion coating in the wet well
- Rehabilitate corrosion coating in wet well, including baffle walls
- Rehabilitate five (5) upstream manholes with corrosion coating
- Open and assess the condition of the automatic transfer switch.
- Replace pump discharge valves (replace swing-check with ball-check) in valve vault
- Replace pump isolation plug valves with new, in valve vault

New Junction Structure

- Install fall protection in junction structure and in meter vault

Sunbird Lift Station

- Replace existing deteriorated wet well access hatch
- Replace existing deteriorated ductile iron pipe in wet well
- Remove and reinstall existing pumps and appurtenances to allow rehabilitation of corrosion coating in the wet well
- Rehabilitate corrosion coating in wet well

Manganaro Lift Station

- Replace existing deteriorated wet well access hatch
- Install fall protection in wet well

- Install lighting in dry well
- Install variable frequency drives (VFDs)
- Repair corrosion coating in wet well (with access hatch work)
- EI&C reconnections for equipment replaced under this project.

Golf Course Lift Station

- Wet Well
  - Replace existing deteriorated access hatch on wet well
  - Replace existing deteriorated piping in wet well
  - Demo existing concrete stairs in wet well
  - Rehabilitate corrosion coating in wet well including corrosion coating to repair demolition of stairs.
  - Remove existing entry door
- Replace generator enclosure in kind
- Rehabilitate force main ARV manhole with corrosion coating
- Rehabilitate inflow manhole with corrosion coating
- Dry Well
  - On the discharge piping in the dry well, replace three existing 6-inch butterfly valves with plug valves

Mission Estates Lift Station

- Coat existing piping and valves in valve vault
- Rehabilitate corrosion coating for discharge piping
- Replace ATS to correct neutral bonding issues. Contractor to perform in conjunction with project. Per Vik and in consultation with other internal staff, ATS can be used with conspicuous labeling outside the panel and removal/isolation of upstream Neutral wire prior to hookup and transfer of power to generator. It comes down to repair to configure correctly with integral neutral isolation and generator transfer vs. modified hookup with neutral removal and work inside the ATS to facilitate the hookup of a generator. According to staff, we have never had to run off emergency power. City will need to determine if proper run/transfer is desired versus modified hookup with neutral removal.

Old Pecos Lift Station

- Rehabilitate corrosion coating in wet well, including discharge piping

Riggs Lift Station

- Replace existing deteriorated access hatch
- Rehabilitate corrosion coating in wet well, including discharge piping
- Design offsite water main extension for potable water supply
- Replace deteriorated generator enclosure (in kind)
- Rehabilitate one (1) upstream manhole with corrosion coating (include Lucity manhole ID in plans)
- Modify MCC/concrete slab to enable MCC doors to open properly

Germann/Tumbleweed Lift Station

- Remove and replace slab on grade around wet well

Assumptions

The following items are assumed:

- Where the term "BC" is used in this scope, it shall mean Brown and Caldwell and/or BC's sub-consultants.
- It is not anticipated that City permits will be required.
- Non-City permit fees by MCESD are not anticipated because the scope of this work is not expected to affect lift station capacities or treatment. BC will notify MCESD via email to document this understanding. The only exception is that the proposed water main extension to serve the Riggs LS will require MCESD review and approval. Submission will only include related plan sheets along with the plan set cover sheet. No facility or water demand calculations will be made by BC.
- Opinions of probable construction cost estimates, financial analyses, and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Such influences may not be precisely forecasted and are beyond the control of BC; actual costs incurred may vary substantially from the estimates prepared by BC. BC does not warrant or guarantee the accuracy of construction or development cost estimates.
- All information on the pipe, equipment and features of the existing lift stations will be based on Record Drawings provided, visual inspections, and discussions with City operations staff. No additional pump or modeling calculations will be completed under this scope unless otherwise specified.
- This scope of work excludes public involvement activities.
- Specified corrosion coatings will be standard City approved epoxy type products.
- Any features or equipment that are recommended to be replaced will be in kind to the existing model/manufacture unless specific model/manufacture is requested by the City.
- The design plans and specifications will be prepared in formats suitable for competitive bidding of construction.
- The City will provide all front end specifications.
- The City will provide all plan and specification reproduction for bidding and construction.
- The City shall provide access to Record Drawings for all project lift stations in PDF format.
- BC standards for CAD will be followed.
- No addenda, conformed drawings or construction support is included in this scope of work.
- AutoCAD drawings will be in 2-D format. 3-D design will not be provided.
- Construction administration and inspection services are not included in this scope of work.
- It is assumed City staff will support BC staff during all site visits.

The following specific phases and tasks are proposed.

Phase 100 – Project Management Services

Task 101 – Project Management

BC shall perform overall project management to maintain and monitor the project schedule and fee. BC will submit to the City a payment request that summarizes the following by task: budget amount, previous expenditures, period expenditures, total expenditures, and remaining balance. A monthly progress report will be included with the invoice that summarizes the work completed in the previous billing period.

Task 102 – Quality Management Reviews

BC will perform periodic quality reviews of the work progress utilizing appropriately qualified principal staff to verify that the project scope is achieved. BC will perform in-house quality reviews on deliverables prior to submittal to the City in addition to ongoing quality management of the work flow.

Phase 200 – Project Initiation

Task 201 – Kick-Off and Progress/Review Meetings

A kickoff meeting (assumed one hour duration) with representatives from BC and the City will be conducted at project initiation. The following will be accomplished:

- Introduce team members
- Review the overall project scope and schedule
- Review the itemized list of rehab items for each lift station
- Identify specific goals and expectations
- Identify key issues affecting project development
- Request background information

Meeting minutes will be prepared and distributed to the attendees by BC.

In addition to the kick-off meeting, BC will participate in up to five (5) virtual progress/review meetings (assumed one hour duration each) with the City's project team, with participation by BC's Project Manager, Lead Engineer, Project Engineer, structural engineer and electrical engineer as determined to be necessary. Three (3) of the meetings will be for review of the milestone submittals at 60%, 90%, and final design completion. The purpose of the progress meetings is to provide an opportunity for BC and the City to review progress of the work and draft deliverables; anticipate and mitigate performance problems; adjust project tasks and effort as/if necessary; and address other issues and concerns. BC will prepare an agenda for each of the progress and submittal review meetings. BC will prepare and distribute draft meeting minutes. BC will prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Project Manager.

Task 202 – Site Visits

Site visits to the eight lift stations will be conducted to support the designs. The 96 total hours budgeted for site visits over the course of design is based on two, one-hour visits by six BC project team members (PM, Lead Engineer, Project Engineer, Senior Electrical Engineer, EI&C Engineer, and Structural Engineer) for each of the eight sites.

Phase 300 – Design & Construction Documents

Construction documents will be prepared to address the rehabilitation design elements identified for each lift station, as listed above in the Project Overview section. The construction documents will include design drawings and specifications.

Drawings for each lift station will include a site plan with drone photo background and numbered references to specific rehabilitation detail drawings, and detail drawings for the specific rehabilitation items. Detail drawings will be developed using a combination of record drawings and digital photographs of existing facilities and equipment. Drawings will be prepared on 24-inch by 36-inch format using the latest AutoCAD software and in accordance with the City of Chandler Design Guidelines. Specifications will be prepared in CSI Series 50 format. Drawings and specifications will be submitted in PDF format. Opinions of probable construction cost will be provided as part of the 60%, 90%, and Final submittals.

Task 301 – 60 Percent Design & Documents

At approximately 60 percent complete, plans, specifications, and an opinion of probable construction cost will be submitted to the City for review. A review meeting will be conducted with City staff under Task 201 to discuss comments. This deliverable will include a drawings set to include a site plan with recommended rehabilitation callouts for each site and a set of project specifications, The drawings and specifications for each discipline shall be 60% complete, coordinated, and have progressed where the design intent is established and show the work in sufficient detail that a builder can recognize general building elements and requirements for construction. The set of drawings will include a cover sheet, index sheet, general details, and location of each site.

Deliverables:

- 60% Design drawings and specifications in electronic PDF format
- Opinion of Probable Construction Cost

Task 302 – 90 Percent Design & Documents

At approximately 90 percent complete, plans, specifications, and an opinion of probable construction cost will be submitted to the City for review. A review meeting will be conducted with City staff under Task 201 to discuss comments. Drawings and details in all disciplines should be 90% complete, incorporating City comments provided during the 60% deliverable review. Specifications should be essentially complete. Design calculations in all disciplines shall be essentially complete and checked.

Deliverables:

- 90% Design drawings and specifications in electronic PDF format
- Submission of Riggs LS water main extension drawings to MCESD for review to obtain an Approval to Construct
- Updated Opinion of Probable Construction Cost

Task 303 – Final Design & Documents

Upon receipt of all review comments from the City, BC shall prepare final plans, specifications, and opinion of probable construction costs. Drawings and specifications should be complete and accepted by the City.

Deliverables:

- Final Design drawings and specifications in electronic PDF format
- Approved Approval to Construct from MCESD for Riggs LS water main extension
- Final Opinion of Probable Construction Cost

Task 304 – Bidding Assistance

BC will provide support for the City during the bidding phase of the project. Services will include participation in virtual meetings, and assisting the City with answering questions from prospective bidders and providing information for addenda. The total budget for this task is based on 16 hours for a senior engineer and 32 hours for a project engineer. If the City chooses to have the project delivered via Construction Manager at Risk (CMAR) or Job Order Contracting (JOC), services under this task will be provided to assist the City with CMAR/JOC coordination during the pre-construction services.

Phase 400 – Design Phase Allowances

401 – Survey/Confined Space Allowance

Allowances are provided for the field survey to support the design of the potable water main extension at the Riggs Lift Station, and for confined space entry assessments for wet wells.

402 – Agency Review Allowance

An allowance is provided for Maricopa County Environmental Services Department (MCESD) permit to construct review for the Riggs Lift Station off-site water main extension.

403 – Drone Site Plans Allowance

An allowance is provided for drone digital photographs to serve as background for site plans for each of the lift station sites.

Phase 500 – Owner Allowance

A twenty thousand dollar ($20,000) Owner Allowance is included for design phase services not described in this scope as required or requested by the City. These services shall be negotiated and approved by the City before work is executed.

Compensation

BC will perform the services described above on a lump sum per task basis in accordance with the fee schedule in Exhibit B1 and the hours and rates in Exhibit B2. The lump sum tasks will be billed monthly based on percent complete per task. The total fee to complete the Scope of Work is $483,188.00, including allowance funds for Phases 400 and 500. Allowance tasks will be billed based on actual costs incurred.

Schedule

The work will commence once the City provides a written Notice to Proceed (NTP) and is expected to be completed within approximately nine (9) months from receipt of the NTP. A preliminary design schedule is attached as Exhibit C.

EXHIBIT "B"
COMPENSATION AND FEES

City of Chandler
Sewer Lift Station Rehabilitation Design
Chandler Project WW2106

EXHIBIT "B-1"
Lump Sum Cost Per Task

	PHASE/TASK DESCRIPTION		SUBTOTAL	
Phase 100 - Project Management Services				**$ 49,680.00**
101	Project Management	$	26,080.00	
102	Quality Management Reviews	$	23,600.00	
Phase 200 - Project Initiation/Site Visits				**$ 41,280.00**
201	Kickoff & Progress/Review Meetings	$	24,768.00	
202	Site Visits	$	16,512.00	
Phase 300 - Design & Construction Documents				**$ 359,548.00**
301	60% Design & Documents	$	186,682.00	
302	90% Design & Documents	$	103,156.00	
303	Final Design & Documents	$	63,150.00	
304	Bidding Assistance	$	6,560.00	
Phase 400 - Design Allowances				**$ 12,680.00**
401	Survey/Confined Space Allowance	$	10,130.00	
402	Agency Review Allowance	$	1,200.00	
403	Drone Photo Allowance	$	1,350.00	
Phase 500 - Owner Allowance				**$ 20,000.00**
	TOTAL COST:			**$ 483,188.00**

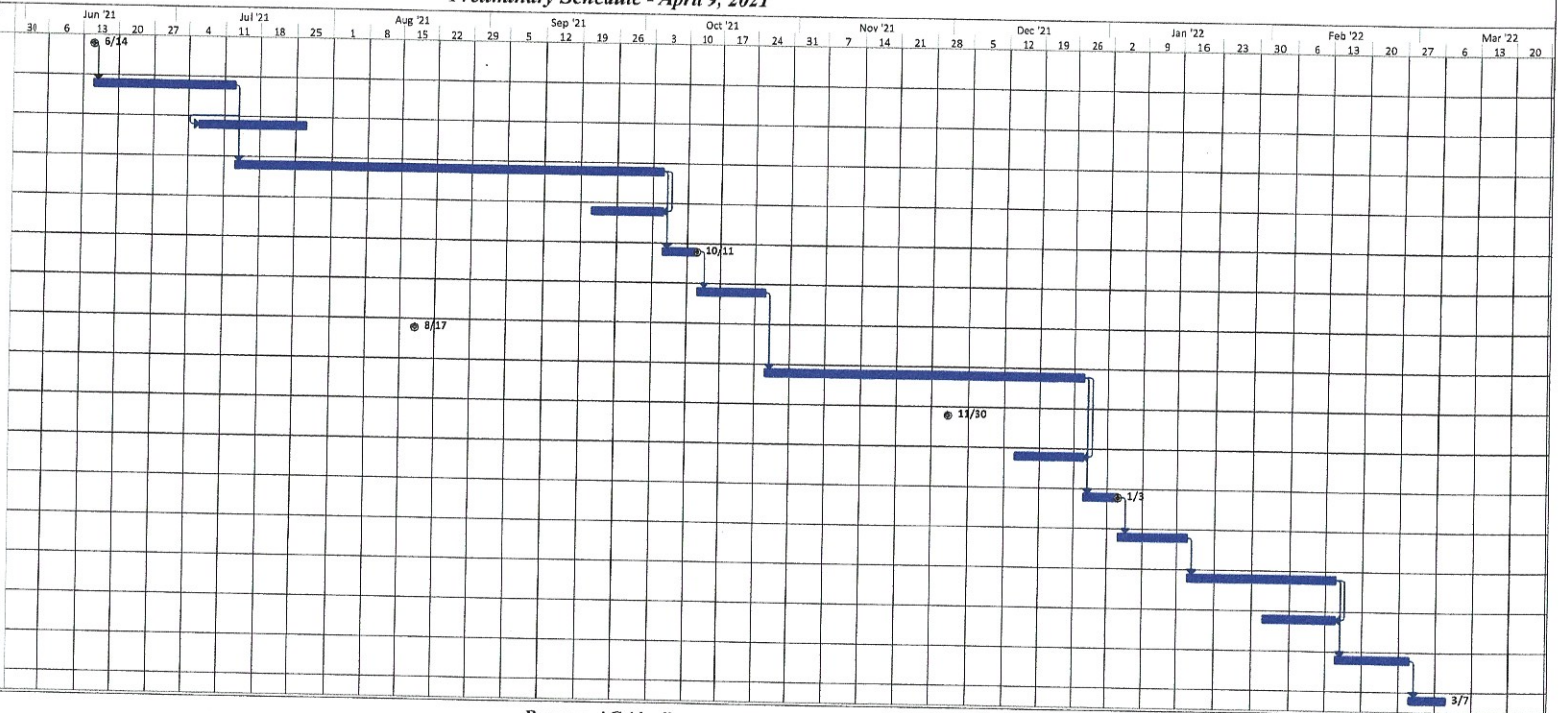
City of Chandler
Sewer Lift Station Rehabilitation Design
Chandler Project WW2106

EXHIBIT "B-2"
Hours and Rates

	PHASE/TASK DESCRIPTION	PM *Mark Courtney* $ 219.00	Lead Engineer *Mike Meyers* $ 196.00	Project Engineer *Ahmed Ahmed* $ 107.00	Sr. CAD/ Designer *Sergio Pedroza* $ 167.00	Structural Engineer *Jonathan Bonck* $ 167.00	Sr. Engineer QAQC *Dusan Stanisic* $ 236.00	Sr. Electrical Engineer *Ken Chandler* $ 236.00	Electrical/ Controls Engineer *Daniel Ehmann* $ 107.00	Electrical CAD/ Designer *Quentin Smith* $ 148.00	Estimator *Ryan Manocchio* $ 167.00	Admin/ Word Processing *Rose Ford* $ 107.00	< PROJECT ROLE < NAME OF PERSON < HOURLY	TOTAL HOURS PER TASK
Phase 100 - Project Management Services		**80**	**0**	**0**	**0**	**0**	**100**	**0**	**0**	**0**	**0**	**80**		**260**
101	Project Management	80												
102	Quality Management Reviews						100					80	*160*	
													100	
Phase 200 - Project Initiation/Site Visits		**40**	**40**	**40**	**0**	**40**	**0**	**40**	**40**	**0**	**0**	**0**		**240**
201	Kickoff & Progress/Review Meetings	24	24	24		24		24	24				*144*	
202	Site Visits	16	16	16		16		16	16				*96*	
Phase 300 - Design & Construction Documents		**48**	**204**	**702**	**512**	**390**	**0**	**80**	**200**	**200**	**24**	**88**		**2448**
301	60% Design & Documents	16	96	370	268	216		40	104	120	8	40	*1278*	
302	90% Design & Documents	16	60	196	152	136		20	40	40	8	24	*692*	
303	Final Design & Documents	16	32	120	92	38		20	40	40	8	24	*430*	
304	Bidding Assistance		16	16					16				*48*	
Phase 400 - Design Phase Allowances														**0**
401	Survey/Confined Space Allowance												*0*	
402	Odor Control Design Allowance												*0*	
403	Drone Photo Allowance												*0*	
Phase 500 - Owner Allowance														
	TOTAL HOURS:	168	244	742	512	430	100	120	240	200	24	168		**2948**

Exhibit C
City of Chandler
Sewer Lift Station Rehabilitation Design
Preliminary Schedule - April 9, 2021

ID	Task Name	Duration
1	Design Start/Kickoff Workshop	0 days
2	Information Review & Prep	20 days
3	Field Survey & Drone Site Plans	15 days
4	60% Design & Documents	60 days
5	BC Internal QAQC	10 days
6	60% Submittal & Workshop	5 days
7	60% Review by City	10 days
8	Progress Review Meeting #1	0 days
9	90% Design & Documents	45 days
10	Progress Review Meeting #2	0 days
11	BC Internal QAQC	10 days
12	90% Submittal & Workshop	5 days
13	90% Review by City	10 days
14	Final Design & Documents	20 days
15	BC Internal QAQC	10 days
16	Final Review by City	10 days
17	Final Documents & Submittal	5 days



Brown and Caldwell

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this

Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.

2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.

4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

6. Consultant's default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false

information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars ($1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

ITEM 26

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.**

Date: May 27, 2021
To: Mayor and Council
From: Development Services Department
Subject: Study Session & Regular Meeting Minutes of April 21, 2021, Planning and Zoning Commission

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Attachments

April 21, 2021 Study Session Minutes
April 21, 2021 Regular Minutes

STUDY SESSION MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA April 21, 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 4:32 p.m.
The following Commissioners answered Roll Call:
Chairman Rick Heumann
Vice Chairman David Rose
Commissioner George Kimble
Commissioner Matt Eberle
Commissioner Gregg Pekau
Commissioner Michael Flanders

Absent:

Also, present:
Mr. Kevin Mayo, Planning Administrator
Mr. David de la Torre, Planning Manager
Ms. Lauren Schumann, Senior City Planner
Mr. Ben Cereceres, City Planner
Mr. Thomas Allen, Assistant City Attorney
Ms. Julie San Miguel, Clerk

2. **AGENDA ITEMS:**

***a. 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.

Background

- Approximately 9 net acres
- Subject site is unincorporated and undeveloped
- 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 consist 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

Plan	Recommended Land Use	Proposed Amendment
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 Chandler subdivision to the east and a good transition to the rural residential lots within Maricopa county to the south and west. Consideration has been given to provide larger side yard setbacks on two lots siding up to adjacent

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, 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 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 eastern subdivision Hawthorn Manor, whose home is three lots south of the proposal. The resident expressed concerns about setting a precedence 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 back yards 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 an increased 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.

Recommended Actions

Rezoning

Planning staff recommends Planning and Zoning Commission move to recommend approval of 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 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 "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
Upon finding consistency with the General Plan and the proposed rezoning and preliminary development plan, 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.

COMMISSIONER FLANDERS asked if the applicant chose to bring the product line forward to be reviewed by City Planning and the Planning Commission.

LAUREN SCHUMANN, SENIOR CITY PLANNER responded that during the review of the subdivision layout, the Applicant advised they were not ready to give their housing product. She further stated the housing product will be forthcoming and once submitted will be reviewed as a Preliminary Development Plan.

COMMISSIONER FLANDERS stated he asked because that the South East Chandler Area Plan does not require a product line to be brought forward if the lots are a certain size.

LAUREN SCHUMANN, SENIOR CITY PLANNER clarified the Applicant met the intent of the residential design standard and advised that lots over ten-thousand square feet are able to deviate from the residential design standards.

COMMISSIONER FLANDERS explained that he is curious to see what they look like and is glad they are bringing product line forward.

VICE CHAIR ROSE stated he likes the gated subdivision. He presented statements regarding the green belt area and recommended the trees be reduced to allow more room for recreation. He is also concerned that the trees on the east border of the Hawthorn Subdivision will have leaves falling into the backyards and pool of bordering houses.

LAUREN SCHUMANN, SENIOR CITY PLANNER stated she would have to confirm with the Applicant regarding the species of trees along that edge. She advised of the different tree species listed from the landscaping plan.

COMMISSIONER EBERLE is concerned with the overabundance of trees and points out that some appear to be touching. He stated the development looks great and suggested the use of palm trees. He advised that he would like to see more native species selected for landscaping.

CHAIRMAN HEUMANN pointed out that the front retention area is right along Chandler Heights Road. He asked if the retention area is intended to be a landscaped set back or a common area used for recreation activities like soccer.

LAUREN SCHUMANN, SENIOR CITY PLANNER confirmed the area is for retention. She explained amenities located within a retention area must be in a high and dry area. She further stated there are amenities, but they are above the high and dry level requirement.

CHAIRMAN HEUMANN explained the schematics of the retention area could be deceiving, depending on what they were trying to accomplish in the space. He presented statements regarding a fifteen-foot on center buffer requirement and advised the closeness of the trees depends on the species and what the intent is. He warned of the landscaping being too close and further warned that mesquite trees can be expensive for homeowner associations due to maintenance. He further explained that he liked how the two-story structures were not backed up to the street, that they are large enough to give height and break up, and the front elevations look nice.

COMMISSIONER EBERLE is concerned with the landscaping as it appears to be cluttered on the diagram. He advised the landscaping is adequate, as the trees could appear better in real life then on the diagram.

CHAIRMAN HEUMANN pointed out the fit of the trees is contingent on the look when they reach maturity.

Proposed Motions

Rezoning

Move Planning and Zoning Commission recommend approval of PLH20-0063 McKinley Glenn, rezoning from AG-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, PLH20-0063 McKinley Glenn, subject to conditions as recommended by Planning staff.

Preliminary Plat

Move Planning and Zoning Commission to recommend approval of Preliminary Plat, PLT21-0008 McKinley Glenn, as recommended by Planning staff.

***b. PLH20-0064/PLH20-0065/PLT21-0014 DOBSON/PECOS DEVELOPMENT**

Request Area Plan Amendment to the San Tan Area Plan by adding "Commercial" and "Multi-family", Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for "Mixed-Use, Office, Medical Uses, Commercial, Retail, and Multi-family" with a Mid-Rise Overlay, Preliminary Development Plan for site layout and building architecture, and preliminary plat approval for a multi-family development on approximately 7.6 net acres located at the northwest corner of Dobson and Pecos roads.

Background

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 multi-family land uses. The ordinance prescribes land uses to 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

Plan	Recommended Land Use	Proposed Amendment
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

Land Uses Permitted by Proposed Rezoning

"Lot 1" Southern 7.6 Net-Acres	- Multi-Family Dwelling Units This includes the ability to provide senior housing, active adult, senior living, independent living, assisted living, or memory care

"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	Active Adult 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 2. 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 proposed 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 site as being located with 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 applicant is proposing age-restricted active adult dwelling units for "Lot 1" on the southern portion of the overall site. For that reason, stipulation number 9 is proposed to be added to the PAD zoning restricting residents to age 55 and older. The development booklet and PDP identify amenities and services that support active-adult residents, such as over 30 resident activities a month, a covered porte-cochere entrance, pickle ball court, and a community garden.

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 digital neighborhood meetings via Zoom on February 11, and March 18, 2021.
- Two residents attended the first meeting and one attended the second. Only general questions were received. No comments of oppositions 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.

Recommended Actions

Area Plan Amendment

Planning staff recommends Planning and Zoning Commission move to recommend approval of 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 recommends Planning and Zoning Commission move to recommend approval of 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:
   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 2, as defined in the legal description, shall be limited to a maximum building height no greater than ninety (90) feet.

4. 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.
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.

Note: Stipulation #9 was added as a result of the Planning and Zoning's discussion prior to the study session:

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 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 "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 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.

DAVID DE LA TORRE, PLANNING MANAGER clarified that lot numbers 1 & 2 were switched on the memo and read aloud a proposed added condition reflected under #9 of Rezoning.

COMMISSIONER FLANDERS advised he had a good discussion with the Applicant and he is impressed with the quality of the development from a design point. He advised that he is in favor and mentioned in the future that multifamily projects with clubhouses should have a higher standard of design to create a focal point.

COMMISSIONER PEKAU stated he also spoke to the Applicant and his is impressed with the project. He pointed out how the unique E-shaped design allows for equal opportunity access to parking. He asked if there is a plan is for Lot 2 and when will we see a preliminary development plan or layout for the development of the Lot 2.

DAVID DE LA TORRE, PLANNING MANAGER responded it is unknown when a plan will come forward. The owner plans to have one, but they have not identified when a preliminary development plan will come back through this commission.

COMMISSIONER EBERLE explained that the proposed development is a perfect project for the plot. He believes it will be complimentary to the area around it, which currently has a hospital and medical facilities. He asked if the applicant request the condition of the fifty-five years and older requirement and asked how the stipulation came about?

DAVID DE LA TORRE, PLANNING MANAGER clarified that the intent of the added stipulation is to make the age restriction permanent. He explained the age restriction is due to the parking ratio, as the current layout is tailored to senior living. Seniors tend to use less vehicles and therefore need less parking. He further explained if the rezoning was approved and there was a change to let anyone in there, that parking would be an issue.

COMMISSIONER EBERLE asked for further clarification.

CHAIRMAN HEUMANN explained the stipulation came from the underline rezoning to multifamily and to prevent a developer from putting in a less appropriate multi-family product in this hospital corridor area. He stated if the Applicant decided to sell, then the next developer could choose not to have the same product as originally planned. Once rezoned to multifamily and there is no prevention for a different multifamily product. The way it is rezoned is not enough to ensure that it is built for what was predicted and this stipulation was added to protect the intention.

CHAIRMAN HEUMANN asked about landscape and adding date palms to break up the massing on the building.

COMMISSIONER FLANDERS explained that he likes the idea of date palms for visual interest and to add around the main entry of the clubhouse. He advised that staff can work with the applicant on that, but he has no issue with the landscaping. He further explained the positioning and the E-shaped layout is unique and provides a good view from the street. He also stated the elements could be bumped up a little higher to provide variety in height.

CHAIRMAN HEUMANN agreed that it would break up the massing in the front and asked for the addition of date palms.

Proposed Motions

Area Plan Amendment

Move Planning and Zoning Commission recommend approval of PLH20-0064, Area Plan Amendment to the San Tan Area Plan by adding "Commercial" and "Multi-family" as shown on the Area Plan Amendment Exhibit, as recommended by Planning staff.

Rezoning

Move Planning and Zoning Commission recommend approval of PLH20-0065 Dobson/Pecos Development, rezoning from AG-1 to PAD for "Mixed-Use, Office, Medical Uses, Commercial, Retail, and Multi-family" with a Mid-Rise Overlay, as recommended by Planning Staff.

Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH20-0065 Dobson/Pecos Development, subject to conditions as recommended by Planning staff.

Preliminary Plat

Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT21-0014 Dobson/Pecos Development, as recommended by Planning staff.

***c. PLH20-0071 CHANDLER CONNECTION**

Request Preliminary Development Plan (PDP) approval for site layout and building architecture for a flex industrial building with office on approximately 19.1 acres. The subject property is located east of the southeast corner of Germann and Cooper roads.

Background

- 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 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 (ordinances 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 warn-tone neutrals. The steel entry canopies create signature entries for tenants and will be accented with a dark cooper-colored finish. They will also provide shade, shadow and visual interest, which will assist in breaking up the building façade.

Staff finds the proposal to be consistent with the goals of the General Plan, CAAP, and CAC thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- 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.

Recommended Action

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission motion 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 "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.

Note: Stipulation #7 was added as a result of the Planning and Zoning's discussion during the study session:

7. The applicant shall add additional date palms adjacent to the building at key architectural points with details to be work out with staff.

COMMISSIONER FLANDERS advised the applicant has always been consistent with projects they have brought before this commission. He further advised there is no issue with building design, as the design carries through with colors, massing with different materials, and is appropriate for the site.

CHAIRMAN HEUMANN asked what is the percentage of office.

BEN CERECERES, CITY PLANNER responded 25,260 square-feet of office (12.6%).

CHAIRMAN HEUMANN asked about the acrylic lettering on the monument sign and reviewed the corresponding exhibit.

BEN CERECERES, CITY PLANNER confirmed the letters are raised acrylic.

COMMISSIONER EBERLE presented statements regarding his desire for more native species to be used for landscaping. He asked for the addition of date palm trees.

CHAIRMAN HEUMANN agreed on breaking up the massing on the building with date palms.

COMMISSIONER PEKAU mentioned that he does not believe that there are many date palms in that area.

CHAIRMAN HEUMANN explained that there are numerous date palms throughout the Chandler, but it is unknown exactly how many are east of Cooper Road. He further explained that date palms are low maintenance and work well to break up massing on buildings. He asked staff to work out a stipulation with the applicant regarding the date palms.

COMMISSIONER PEKAU pointed out that date palms are not common in that area and would be new.

Proposed Motion

Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH20-0071 Chandler Connection for site layout and building architecture for a flex industrial building, 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, May 5, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street.

6. ADJOURNMENT

The study session was adjourned at 5:09 p.m.

Rick Heumann, Chairman

Kevin Mayo, Secretary

REGULAR MEETING MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA April 21 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 5:30 p.m.
The following Commissioners answered Roll Call:
Chairman Rick Heumann
Vice Chairman David Rose
Commissioner George Kimble
Commissioner Matt Eberle
Commissioner Gregg Pekau
Commissioner Michael Flanders

Absent:

Also, present:
Mr. Kevin Mayo, Planning Administrator
Mr. David de la Torre, Planning Manager
Ms. Lauren Schumann, Senior City Planner
Mr. Ben Cereceres, City Planner
Mr. Thomas Allen, Assistant City Attorney
Ms. Julie San Miguel, Clerk

2. PLEDGE OF ALLEGIANCE:

Pledge of Allegiance led by COMMISSIONER PEKAU.

3. APPROVAL OF MINUTES

a. Study Session Minutes of The Planning and Zoning Commission of the City of Chandler held on Wednesday, March 17, 2021 are approved.

MOVED BY COMMISSIONER KIMBLE second by COMMISSIONER FLANDERS to approve Study Session Minutes of The Planning and Zoning Commission of the City of Chandler held on Wednesday, March 17, 2021. Vice Chair Rose and Commissioner Pekau were absent on March 17, 2021 and ABSTAINED from the vote.

The motion passed unanimously 4-0.

Chairman Rick Heumann – In Favor
Vice Chair David Rose - Abstained
Commissioner Matt Eberle– In Favor
Commissioner George Kimble – In Favor
Commissioner Gregg Pekau – Abstained
Commissioner Michael Flanders– In Favor

b. Regular Meeting Minutes of The Planning and Zoning Commission of the City of Chandler held on Wednesday, March 17, 2021 are approved.

MOVED BY COMMISSIONER KIMBLE second by COMMISSIONER FLANDERS to approve Regular Meeting Minutes of The Planning and Zoning Commission of the City of Chandler held on Wednesday, March 17, 2021. Vice Chair Rose and Commissioner Pekau were absent on March 17, 2021 and ABSTAINED from the vote.

The motion passed unanimously 4-0.

Chairman Rick Heumann – In Favor	Commissioner George Kimble – In Favor
Vice Chair David Rose - Abstained	Commissioner Gregg Pekau – Abstained
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 items on the agenda, items A, B, and C are on consent.

*a. 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.

Background

- Approximately 9 net acres
- Subject site is unincorporated and undeveloped
- 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 consist 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

Plan	Recommended Land Use	Proposed Amendment
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 Chandler subdivision to the east and a good transition to the rural residential lots within Maricopa county to the south and west. Consideration has been given to provide larger side yard setbacks on two lots siding up to adjacent 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, 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 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 eastern subdivision Hawthorn Manor, whose home is three lots south of the proposal. The resident expressed concerns about setting a precedence 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 back yards 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 an increased 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.

Recommended Actions

Rezoning

Planning staff recommends Planning and Zoning Commission move to recommend approval of 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 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 "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

Upon finding consistency with the General Plan and the proposed rezoning and preliminary development plan, Planning staff recommends the Planning and Zoning Commission recommend approval of the Preliminary Plat.

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

Proposed Motions

Rezoning

Move Planning and Zoning Commission recommend approval of PLH20-0063 McKinley Glenn, rezoning from AG-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, PLH20-0063 McKinley Glenn, subject to conditions as recommended by Planning staff.

Preliminary Plat

Move Planning and Zoning Commission to recommend approval of Preliminary Plat, PLT21-0008 McKinley Glenn, as recommended by Planning staff.

***b. PLH20-0064/PLH20-0065/PLT21-0014 DOBSON/PECOS DEVELOPMENT**

Request Area Plan Amendment to the San Tan Area Plan by adding "Commercial" and "Multi-family", Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for "Mixed-Use, Office, Medical Uses, Commercial, Retail, and Multi-family" with a Mid-Rise Overlay, Preliminary Development Plan for site layout and building architecture, and preliminary plat approval for a multi-family development on approximately 7.6 net acres located at the northwest corner of Dobson and Pecos roads.

Background

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 multi-family land uses. The ordinance prescribes land uses to 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

Plan	Recommended Land Use	Proposed Amendment
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

Land Uses Permitted by Proposed Rezoning

"Lot 1" Southern 7.6 Net-Acres	- Multi-Family Dwelling Units This includes the ability to provide senior housing, active adult, senior living, independent living, assisted living, or memory care
"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	Active Adult 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 2. 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 proposed 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 site as being located with 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 applicant is proposing age-restricted active adult dwelling units for "Lot 1" on the southern portion of the overall site. For that reason, stipulation number 9 is proposed to be added to the PAD zoning restricting residents to age 55 and older. The development booklet and PDP identify amenities and services that support active-adult residents, such as over 30 resident activities a month, a covered porte-cochere entrance, pickle ball court, and a community garden.

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 digital neighborhood meetings via Zoom on February 11, and March 18, 2021.
- Two residents attended the first meeting and one attended the second. Only general questions were received. No comments of oppositions 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.

Recommended Actions

Area Plan Amendment

Planning staff recommends Planning and Zoning Commission move to recommend approval of 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 recommends Planning and Zoning Commission move to recommend approval of 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:
   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 2, as defined in the legal description, shall be limited to a maximum building height no greater than ninety (90) feet.

4. 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.

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.

Note: Stipulation #9 was added as a result of the Planning and Zoning's discussion prior to the study session:

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 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 "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 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.

CHAIRMAN HEUMANN advised that an additional stipulation was added prior to the regular meeting. He requested staff present the additional stipulation to the commission and audience.

DAVID DE LA TORRE, PLANNING MANAGER presented the additional stipulation reflected under #9 of Rezoning.

Proposed Motions

Area Plan Amendment

Move Planning and Zoning Commission recommend approval of PLH20-0064, Area Plan Amendment to the San Tan Area Plan by adding "Commercial" and "Multi-family" as shown on the Area Plan Amendment Exhibit, as recommended by Planning staff.

Rezoning

Move Planning and Zoning Commission recommend approval of PLH20-0065 Dobson/Pecos Development, rezoning from AG-1 to PAD for "Mixed-Use, Office, Medical Uses, Commercial, Retail, and Multi-family" with a Mid-Rise Overlay, as recommended by Planning Staff.

Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH20-0065 Dobson/Pecos Development, subject to conditions as recommended by Planning staff.

Preliminary Plat

Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT21-0014 Dobson/Pecos Development, as recommended by Planning staff.

***c. PLH20-0071 CHANDLER CONNECTION**

Request Preliminary Development Plan (PDP) approval for site layout and building architecture for a flex industrial building with office on approximately 19.1 acres. The subject property is located east of the southeast corner of Germann and Cooper roads.

Background

- 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 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 (ordinances 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 warn-tone neutrals. The steel entry canopies create signature entries for tenants and will be accented with a dark cooper-colored finish. They will also provide shade, shadow and visual interest, which will assist in breaking up the building façade.

Staff finds the proposal to be consistent with the goals of the General Plan, CAAP, and CAC thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- 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.

Recommended Action

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission motion 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 "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.

Note: Stipulation #7 was added as a result of the Planning and Zoning's discussion during the study session:

7. The applicant shall add additional date palms adjacent to the building at key architectural points with details to be work out with staff.

CHAIRMAN HEUMANN advised that an additional stipulation was added during the study session prior to the regular meeting. He requested staff present the additional stipulation to the commission and audience.

BEN CERECERES, CITY PLANNER presented the additional stipulation as reflected under #7 of Preliminary Development Plan.

Proposed Motion

Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH20-0071 Chandler Connection for site layout and building architecture for a flex industrial building, subject to the conditions as recommended by Planning staff.

MOVED BY COMMISSIONER FLANDERS seconded by **COMMISSIONER EBERLE** to approve the consent agenda with stipulations presented by staff.

The motion passed unanimously 6-0.

Chairman Rick Heumann – In Favor	Commissioner George Kimble – In Favor
Vice Chair David Rose – In Favor	Commissioner Gregg Pekau – In Favor
Commissioner Matt Eberle– In Favor	Commissioner Michael Flanders– In Favor

5. **BRIEFING ITEMS:**
None

6. **MEMBERS COMMENTS/ANNOUNCEMENTS**
None

7. **CALENDAR**
The next regular meeting will be held on Wednesday, May 5, 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