



# City Council Study Session

Monday, June 21, 2021  
6:00 p.m.

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





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 STUDY SESSION open to the public on Monday, June 21, 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](tel: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.



# Study Session 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

## Scheduled Public Appearances

1. Service Recognition
2. Orangetree Neighborhood Blight - Duane Lidman

## Consent Agenda

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



## City Clerk

### 1. June 2021 City Council Meeting Minutes

Move City Council approve the Council Meeting minutes of the Work Session of June 7, 2021, Study Session of June 7, 2021, Special Meeting of June 10, 2021, Regular Meeting of June 10, 2021, Special Meeting - Budget Adoption of June 10, 2021, Special Meeting (8:30 am) of June 14, 2021, and Special Meeting (1:00 pm) of June 14, 2021.

Council Focus Area(s): 



## City Magistrate

### 2. Public Defender Agreement

Move City Council to approve the Public Defender agreement between the City of Chandler, Chandler Municipal Court and Debora Lelli (part-time) in the amount of \$25,000.

Council Focus Area(s): 



## City Manager

### 3. Resolution No. 5496 SRP 230kV Transmission Project Agreement

Move City Council pass and adopt Resolution No. 5496 authorizing an Agreement with Salt River Project Agricultural Improvement and Power District (SRP) regarding the location and under-grounding of a 230kV transmission system in South Chandler and authorizing the Mayor to execute the Agreement; and move City Council approve a General Fund, Contingency account transfer to the Water Operating Fund for \$4.350M and Wastewater Operating Fund for \$10.150M, allowing for their fund balances to be spent for the needed City utility line relocations.

Council Focus Area(s):  



## Cultural Development

### 4. Purchase of Downtown Sidewalk Re-Coating Services

Move that City Council approve the purchase of downtown sidewalk re-coating services, from Creative Paving Solutions, Inc., utilizing the City of Scottsdale Contract No. 20PB033, in an amount not to exceed \$200,000, and authorize the City Manager or designee to sign a linking agreement with Creative Paving Solutions, Inc.

Council Focus Area(s): 

### 5. Resolution No. 5493 Authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2021-2022

Move City Council pass and adopt Resolution No. 5493, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2021-2022 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of \$118,804.

Council Focus Area(s):  



## Development Services

6. **Introduction of Ordinance No. 4974, ANX20-0004 Annexation and initial City Zoning of approximately 5 acres located at the southeast corner of Arizona Avenue and Appleby Road**

Move City Council introduce and tentatively adopt Ordinance No. 4974 approving the annexation and initial City zoning of approximately 5 acres located at the southeast corner of Arizona Avenue and Appleby Road, as recommended by Planning staff.

Council Focus Area(s): 

7. **Resolution No. 5484 and Introduction and Tentative Adoption of Ordinance No. 4975, PLH20-0050/PLH20-0051/PLT21-0015 The Ashley**

**Area Plan**

Move City Council adopt Resolution No. 5484 Chandler Airpark Area Plan (CAAP) amendment, PLH20-0050 The Ashley, located at the southeast corner of Arizona Avenue and Appleby Road, as recommended by Planning and Zoning Commission.

**Rezoning**

Move City Council introduce and tentatively adopt Ordinance No.4975 approving PLH20-0051 The Ashley, Rezoning from Agricultural District (AG-1) to Planned Area Development for multi-family residential (PAD/MF-2) located at the southeast corner of Arizona Avenue and Appleby Road, subject to the conditions as recommended by Planning and Zoning Commission.

**Preliminary Development Plan**

Move City Council approve Preliminary Development Plan PLH20-0051 The Ashley for site layout and building architecture located at the southeast corner of Arizona Avenue and Appleby Road, subject to the conditions as recommended by Planning and Zoning Commission.

**Preliminary Plat**

Move City Council approve Preliminary Plat PLT21-0015 The Ashley, located at the southeast corner of Arizona Avenue and Appleby Road, subject to the condition recommended by Planning and Zoning Commission.

Council Focus Area(s):  

8. **Introduction and Tentative Adoption of Ordinance No. 4997, PLH20-0030/PLT20-0020 Schrader Farms Business Park**

**Rezoning**

Move City Council introduce and tentatively adopt Ordinance No. 4997 approving PLH20-0030 Schrader Farms Business Park, located at the northwest corner of McQueen and Queen Creek roads, rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for a light industrial and office business park with a Mid-Rise Overlay and a commercial corner, subject to the conditions as recommended by Planning and Zoning Commission.

**Preliminary Development Plan**

Move City Council approve Preliminary Development Plan PLH20-0030 Schrader Farms Business Park, located at the northwest corner of McQueen and Queen Creek roads, for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

**Preliminary Plat**

Move City Council approve Preliminary Plat PLT20-0020 Schrader Farms Business Park, located at the northwest corner of McQueen and Queen Creek roads, subject to the condition recommended by Planning and Zoning Commission.

Council Focus Area(s): 

9. **PLH20-0072/PLT21-0016 Chandler Airpark Technology Center (Staff Requests Continuance to the August 12, 2021, City Council Meeting.)**

Move City Council continue PLH20-0072/PLT21-0016 Chandler Airpark Technology Center, located at the southwest corner of Gilbert Road and Insight Way, to the August 12, 2021, City Council meeting, as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

10. **PDP PLH20-0069 Chandler Corporate Center Lots 8 & 10 (Staff Requests Continuance to the August 12, 2021, City Council Meeting.)**

Move City Council continue PLH20-0069 Chandler Corporate Center Lots 8 & 10, located north of the northwest of Chandler Boulevard and McClintock Drive, to the August 12, 2021, City Council meeting, as recommended by Planning and Zoning Commission.

Council Focus Area(s): 



## Facilities and Fleet

11. **Agreement No. BF6-910-3566, Amendment No. 3, with Arizona Elevator Solutions, Inc., for Elevator Maintenance Repair and Service**

Move City Council approve Agreement No. BF6-910-3566, Amendment No. 3, with Arizona Elevator Solutions, Inc., for elevator maintenance repair and service, increasing the spending limit by \$250,000, for a revised amount not to exceed \$315,150, for the existing term ending August 31, 2021.

Council Focus Area(s): 

12. **Agreement No. FS2-928-4310, Auto Body Repair Service**

Move City Council approve Agreement No. FS2-928-4310, with Allard Collision, LLC, and Arizona Truck and Coach, LLC, for auto body repair service, in a combined amount not to exceed \$250,000, for the period of July 1, 2021, through June 30, 2022, with the option of up to four one-year extensions.

Council Focus Area(s): 



## Fire Department

13. **Resolution No. 5489, Renewal of Agreement between the City of Chandler and Dignity Health to provide Administrative Medical Direction to Chandler Fire Department Paramedics**

Move City Council pass and adopt Resolution No. 5489 renewing an Agreement between the City of Chandler and Dignity Health to provide administrative medical direction from a base hospital for Chandler Fire Department (CFD) Certified Emergency Paramedics as required by Arizona law.

Council Focus Area(s): 

14. **Resolution No. 5491, Agreement with Dignity Health for Neonatal Resuscitation Education**

Move City Council pass and adopt Resolution No. 5491 Adopting an Agreement between the City of Chandler and Dignity Health to provide required Neonatal Resuscitation Provider education for Chandler Fire Department (CFD) paramedic students.

Council Focus Area(s): 

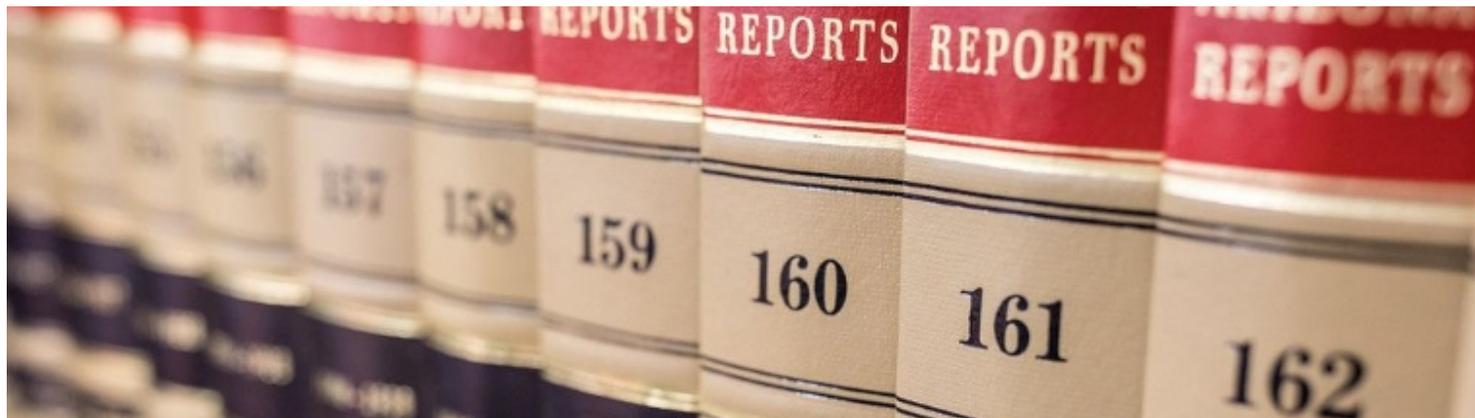


# Information Technology

## 15. **Purchase of Hardware and Software for Network Infrastructure**

Move City Council approve the purchase of hardware and software for network infrastructure from Sentinel Technologies, Inc., utilizing 1GPA Contract No. 21-02PV-08, in the amount of \$93,886, and authorize the City Manager or designee to sign a linking agreement with Sentinel Technologies, Inc.

Council Focus Area(s): 



# Law

## 16. **Settlement in Jennifer Przybyla vs. City of Chandler**

Move City Council to authorize the settlement in the matter of Jennifer Przybyla vs. City of Chandler in full and final satisfaction of all claims asserted without admitting liability for the amount of \$300,000 and further authorize the City Attorney to sign any necessary documents in such forms as are approved by the City Attorney to effectuate the terms and conditions of settlement in this action.

Council Focus Area(s): 

## 17. **Settlement in Kathleen Renee Clum vs. City of Chandler** **Settlement in Anthony Jose Cano, Sr. vs. City of Chandler**

Move City Council to authorize the settlement in the matter of Kathleen Renee Clum and Anthony Jose Cano, Sr. vs. City of Chandler in full and final satisfaction of all claims asserted without admitting liability for the amount of \$1,125,000 and further authorize the City Attorney to sign any necessary documents in such forms as are approved by the City Attorney to effectuate the terms and conditions of settlement in this action.

Council Focus Area(s): 

## 18. **Renewal of Commercial Insurance and Services for Fiscal Year 2021-22**

Move City Council approve the renewal of commercial insurance and services with recommended insurance carriers for FY 2021-22 to protect the City against financial loss in the total amount not to exceed \$2,308,258.



## Management Services

19. **Ordinance No. 4970, Levying Upon the Assessed Valuation of the Property Within the City of Chandler.**

Move City Council to pass and adopt Ordinance No. 4970, levying upon the assessed valuation of the property within the City of Chandler, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100) of assessed valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2022.

Council Focus Area(s): 

20. **Agreement No. MS1-926-4312 for Emergency Environmental Response and Remediation.**

Move that City Council award Agreement No. MS1-926-4312 to Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services for emergency environmental response and remediation services, in a combined amount not to exceed \$150,000, for the period of July 1, 2021, through June 30, 2022.

Council Focus Area(s): 

21. **New License Series 12, Restaurant Liquor License Application for Ramen Hood Chandler, LLC, DBA Ramen Hood**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 149960, a Series 12 Restaurant Liquor License for James Xie, Agent, Ramen Hood Chandler, LLC, DBA Ramen Hood, located at 1940 W. Chandler Boulevard, Suite 12, and approval of the City of Chandler Series 12 Restaurant Liquor License No. 300794.

Council Focus Area(s): 

22. **Resolution No. 5494, Designating the Chief Fiscal Officer for Officially Submitting the Fiscal Year 2022 Expenditure Limitation Report to the Arizona Auditor General**

Move to pass and adopt Resolution No. 5494, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2022 Expenditure Limitation Report to the Arizona Auditor General.



## Mayor and Council

23. **Employment Agreement for City Magistrate Patrick Gann**

Move City Council approve the City Magistrate employment agreement with Patrick Gann for the term of July 1, 2021, through June 30, 2023, with an annual base salary of \$170,881.08 for the first year, and \$176,007.51 for the second year.

24. **Employment Agreement for City Magistrate Alexa Nolle**

Move City Council approve the City Magistrate employment agreement with Alexa Nolle for the term of July 1, 2021, through June 30, 2023, with an annual base salary of \$170,881.08 for the first year, and \$176,007.51 for the second year.

25. **City Attorney Employment Agreement**

Move City Council approve the City Attorney Employment Agreement with Kelly Schwab for the term of July 1, 2021, through June 30, 2022, at an annual base salary of \$213,690.

26. **City Clerk Employment Agreement**

Move City Council approve the City Clerk Employment Agreement with Dana DeLong for the term of July 1, 2021, through June 30, 2022, at an annual base salary of \$150,921.



## Police Department

27. **Agreement No. PD9-200-4038, Amendment No. 3, for Police Uniforms**  
Move City Council approve Agreement No. PD9-200-4038, Amendment No. 3, with Skaggs Companies Inc., for police uniforms, in an amount not to exceed \$150,000, for the period of July 1, 2021, through June 30, 2022

Council Focus Area(s): 

28. **Purchase of Police Firearm Simulator Equipment**  
Move City Council approve the purchase of a police firearm simulator from VirTra, Inc., utilizing the State of Arizona Contract No. ADPS17-152755, in the amount of \$256,136.49, and authorize the City Manager or designee to sign a linking agreement with VirTra, Inc.

Council Focus Area(s): 

29. **Agreement No. PD8-680-3892, Amendment No. 3, for Outer Vest Carriers**  
Move City Council approve Agreement No. PD8-680-3892, Amendment No. 3, with Universal Police Supply, for outer vest carriers, in an amount not to exceed \$78,625, for the period of July 1, 2021, through June 30, 2022.

Council Focus Area(s): 



## Public Works and Utilities

30. **Sole Source Purchase of Wastewater Membrane Modules**  
Move City Council approve the sole source purchase of wastewater membrane modules, from SUEZ Water Technologies & Solutions, Inc., in an amount not to exceed \$300,000.

Council Focus Area(s): 

31. **Agreement No. WW0-885-4137, Amendment No. 1, with In-Pipe Technology, LLC, and USP Technologies, for the Collection System Odor and Corrosion Control**  
Move City Council approve Agreement No. WW0-885-4137, Amendment No. 1, with In-Pipe Technology, LLC, and USP Technologies, for the collection system odor and corrosion control, in a combined amount not to exceed \$500,000, for a one-year period, July 1, 2021, through June 30, 2022.

Council Focus Area(s): 

32. **Agreement No. ST0-988-4175, Amendment No. 1, with Reyes & Sons Landscaping, LLC, for Landscape Maintenance Areas 1 through 4**

Move City Council approve Agreement No. ST0-988-4175, Amendment No. 1, with Reyes & Sons Landscaping, LLC, for landscape maintenance areas 1 through 4, in an amount not to exceed \$1,487,219.40, for a one-year period, July 6, 2021, through July 5, 2022.

Council Focus Area(s):  

33. **Agreement No. ST0-988-4194, Amendment No. 1, with Brightview Landscape Services, Inc., for Revegetation, Storm Repair, and Maintenance of City Streets**

Move City Council approve Agreement No. ST0-988-4194, Amendment No. 1, with Brightview Landscape Services, Inc., for revegetation, storm repair, and maintenance of City streets, in an amount not to exceed \$500,000, for a one-year period, August 1, 2021, through July 31, 2022.

Council Focus Area(s):  

34. **Agreement No. PW1-925-4350, with Mechanical Solutions, Inc., for Vibration Diagnostic Services**

Move City Council approve Agreement No. PW1-925-4350, with Mechanical Solutions, Inc., for vibration diagnostic services, in an amount not to exceed \$120,000.

Council Focus Area(s): 

35. **Agreement No. MU0-962-4219, Amendment No. 1, with Cartright's Drain Service, Inc.; PM Plumbing and Mechanical, Inc.; RKS Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for Plumbing Services**

Move City Council approve Agreement No. MU0-962-4219, Amendment No. 1, with Cartright's Drain Service, Inc.; PM Plumbing and Mechanical, Inc.; RKS Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for plumbing services, increasing the combined contract limit by \$500,000 for a revised contract amount not to exceed \$1,000,000, for the existing term ending October 31, 2021.

Council Focus Area(s):  

## Discussion and Direction

36. **Discussion and Direction to staff to include review of the Draft Non-Discrimination Resolution in the Diversity, Equity, and Inclusion Study Approved as Part of the Fiscal Year 2021-2022 Budget, and Direct Staff to Engage a Public Process to Develop Recommendations for the City Council, as Requested by Mayor Hartke**

Council Focus Area(s):  

## Informational

37. **Study Session & Regular Minutes of May 5, 2021, Planning and Zoning Commission**

Council Focus Area(s): 

38. **Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved.**

Council Focus Area(s): 

**Adjourn**



**City Council Memorandum    City Clerk's Office Memo No. 21-014**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**From:** Dana DeLong, City Clerk  
**Subject:** June 2021 City Council Meeting Minutes

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**Proposed Motion:**

Move City Council approve the Council Meeting minutes of the Work Session of June 7, 2021, Study Session of June 7, 2021, Special Meeting of June 10, 2021, Regular Meeting of June 10, 2021, Special Meeting - Budget Adoption of June 10, 2021, Special Meeting (8:30 am) of June 14, 2021, and Special Meeting (1:00 pm) of June 14, 2021.

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**Attachments**

Minutes of the Work Session of June 7, 2021  
Minutes of the Study Session of June 7, 2021  
Minutes of the Regular Meeting of June 10, 2021  
Minutes of the Special Meeting of June 10, 2021  
Minutes of the Special Budget Meeting of June 10, 2021  
Minutes of the Special Meeting 1:00 pm of June 14, 2021  
Minutes of the Special Meeting 8:30 am of June 14, 2021

# Meeting Minutes

## City Council Work Session

June 7, 2021 | 4:00 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 4:00 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

#### Appointee Attendance

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

\*Councilmember Lopez attended telephonically.

#### Absent / Excused

Councilmember Orlando

#### Staff in Attendance

Matt Burdick, Communications and Public Affairs Director  
Andy Bass, Community Services Director  
Mickey Ohland, Community Services Planning Manager  
Jeff Kratzke, Kimley – Horn Consultant  
Mike Svetz, PROS Consulting

### Discussion

1. Presentation and discussion regarding the Parks Master Plan.

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, Acting City Manager, introduced the discussion item and said this is the third time Council has had a touchpoint with this plan. Mr. Wright said in January 2020 and September 2020 and now they would be presenting final recommendations.

ANDY BASS, Community Services Director, noted how much the public was involved in the Parks Master Plan update despite COVID-19. There was a lot of feedback from the community.

JEFF KRATZKE, Kimley – Horn Consultant, presented the following presentation.

#### Parks Strategic Master Plan

- Agenda
  - Public Support
  - Park Assessments
  - Levels of Service/Contribution Strategy and Equity Mapping
  - Strategic Direction
  - Questions
- Project Website
  - [www.planchandlerparks.com](http://www.planchandlerparks.com)
- City of Chandler Parks Needs Assessment Survey
  - Statistically Valid Survey
    - Only scientific and defensible method to understand community needs
    - Administered by mail/phone/web
    - Developed in partnership with the City
    - Methodology allows high return rate (25%-35%)
    - Total of 652 completed surveys, 95% level of confidence with a margin of error of +/- 3.8%
    - Goal was 500
- Public Support
- Support for Actions to Improve System
- Actions Most Willing to Fund
- Park Assessments
- In general, the overall impression of the Department's parks are as follows:
  - Parks are clean, consistent and well-maintained
  - Good variety of types and amenities
  - Newer parks have unique character
  - More shade is needed
  - Minor drainage and erosion issues
  - Parking lots need of resurfacing
  - Restrooms are aging
  - Vehicular and pedestrian conflicts
- Chandler HOA Parks
  - In addition, staff and the consultant team inventoried the City's HOA parks and facilities
    - Over 800 acres of neighborhood parks were identified and inventoried

- Developed HOA parks provide 36% of the total of publicly accessible developed park acreage in Chandler

VICE MAYOR STEWART asked why sports lighting and fields were not counted.

MR. KRATZKE said they looked at all of the facilities offered and most of the facilities do not have lighted facilities in the HOA parks.

MIKE SVETZ, PROS Consulting Consultant, continued the presentation.

- Level of Service
- Level of Service and Contribution Strategy Methodology
  - Level of Service population based standards are developed using a combination of local, regional and national resources including:
    - Current Level of Service and Utilization
    - Current Inventory and its condition ratings
    - Opportunity to acquire and develop/redevelop park land
    - Recreation participation rates
    - Prioritization of Community Need
    - Operational and Financial Sustainability
- Trail and Conservation Park Assumptions
  - Population based standards are NOT developed for:
    - Conservation Park Acreage
    - Trail Miles
  - Conservation Park acquisition is based on resource location and opportunity to acquire this typology of park land rather than City population
  - Trail Miles is based on developing a connected network rather than City population

MAYOR HARTKE asked if Veteran's Oasis Park was considered a conservation park and if that was the only one that would fall in this category.

MR. SVETZ said yes.

MR. SVETZ continued the presentation.

- Current Inventory – Parks and Acreage
- Future Needs – Parks and Acreage

MAYOR HARTKE asked what number was associated with full build out.

MR. SVETZ said about 350,000 to show a projection far in the future and would be contingent on how the community builds out.

MR. SVETZ continued the presentation.

- Future City of Chandler Parks and Opportunities

- Future Needs – Athletic Fields
- Future Needs – Sports Courts

VICE MAYOR STEWART asked if the recommended service level for one court was based on total population or age groups.

MR. SVETZ said it is based on the primary age group associated with it for some specific amenities. For other amenities it may be all inclusive of the entire population.

VICE MAYOR STEWART asked where they got that basis.

MR. SVETZ said using the methodology and the demographic information that is broken down by age segmentation. Mr. Svetz said they have a good understanding of how many people are in the age group now and then what the projection is for the future.

VICE MAYOR STEWART asked if this was an internal number to create these numbers.

MR. SVETZ said this methodology is not quite an algorithm but it pretty close regarding establishing what that is. Mr. Svetz said they also take into consideration the current service level and meeting needs now and be realistic about the recommendations.

MAYOR HARTKE asked if this algorithmic number is just applied in recreational groups across regions.

MR. SVETZ said no, it is based on Chandler. Mr. Svetz said they take into account what norms are and use the community values and needs. Chandler is a balanced age group and would continue to be that way. Mr. Svetz said these service standards would not be the same for another City because their demographics are different and the way the community uses the parks are different.

MR. SVETZ continued the presentation.

- Future Needs – Traditional Amenities
- Future City of Chandler Parks and Opportunities – Impact on Need
- Equity Mapping
- Neighborhood Park Map – City Only
- Neighborhood Park Map – HOA
- Neighborhood Park Map – Combined
- Community Parks Map
- Regional Park Map
- Special Use Parks Map
- Baseball Fields – Lighted Map
- Softball Fields – Lighted Map
- Multi-Purpose Fields Lighted Map
- Outdoor Basketball Courts – Lighted Map
- Tennis Courts – Lighted Map

- Pickleball Courts Map
- Ramadas Map
- Off Leash Dog Parks Map
- Playgrounds Map
- Accessibility and Proximity Standards
  - Further service delivery analysis should be undertaken to ensure equitable access to parks and recreation facilities
  - Bike and Trails Master Plan
- Strategic Direction
- Areas of Focus
  - Improve Access to parks and trail and Maintain Quality
  - Increase Connectivity in alignment with Transportation Master Plan
  - Invest in Existing Resources
  - Create an Economic Catalyst
  - Ensure Operational, Environmental and Financial Sustainability

VICE MAYOR STEWART asked for more information on the economic catalyst piece.

MR. SVETZ said when they talk about special use parks it has an opportunity to become more than just a single use park. It has an opportunity to provide multiple experiences and some of that could be athletic fields. Mr. Svetz said they need to determine the highest and best use of the park and complete an economic analysis to determine what the park could be. Mr. Svetz said from there they should determine to see if there is the ability to drive tourism through the park system.

MR. SVETZ said feasibility studies are really the key part to making that happen.

VICE MAYOR STEWART said Chandler does not have a strong tourism and asked if sports tourism was popular.

MR. SVETZ said it can be, but you have to take into account if there is too much saturation in the area and that is where the economic impact analysis helps understand if it is worth doing.

MAYOR HARTKE said they have sports fields that bring in regional draws, but they are building a huge sports field in east Mesa. Mayor Hartke asked if there are niche type of economic drives that could work that aren't being overcapitalized in the Valley.

MR. SVETZ said the Valley is hard in that it is a very sport-oriented location in fall, winter, spring. Mr. Svetz said there are opportunities in the outdoor or adventure recreation. Mr. Svetz said they could do a request for interest to see the private development side of the equation. Mr. Svetz this could include ropes courses or ziplining and really take advantage of the nice weather. It is important to go through the process and see if it makes financial sense.

MAYOR HARTKE said cricket and badminton are popular and asked if those bring in people as well.

MR. SVETZ said he was not sure but thought there were pockets in the West, but not like it is in Florida and areas of the East Coast. They can use the Master Plan and then see if there is a way to expand the reach and see what potential niches are. This is market definition and competition analysis which then sets the stage to make a decision on something like that.

VICE MAYOR STEWART said that was not included in the RFP.

MR. SVETZ said that was correct.

MR. SVETZ continued the presentation.

- Highest Priority Recommendations
  - Prioritize lifecycle replacement of assets in parks
  - Provide significant renovations at aging parks
  - Complete a renovation of Folley Park
  - Continue improvements to Snedigar Sprots Complex
- Highest Priority Recommendations
  - Consider the development of an updated site-specific master plan for Desert Breeze Park
  - Continue to implement the master plan for Tumbleweed Park
  - Complete the development of planned parks (Lantana Mesquite Grove and Homestead North Parks)
  - Continue to be a regional partner in Sports Tourism
- Other Priority Recommendations
  - Consider a pilot project of converting one athletic field to synthetic turf
  - Develop a Bike/Trails Master Plan in alignment with Transportation Master Plan
  - Conduct a sports tourism feasibility study to include current park assets and impact of new facilities being built in surrounding communities
  - Conduct a feasibility study and site-specific master plan for the redevelopment of South Chandler Regional Parks
  - Consider exploring options with private developers to meet park needs in north Chandler and other parks of the City as needed

COUNCILMEMBER ROE said he thought it was a good and they couldn't do it all but there are schools that have facilities as well.

MR. SVETZ said in Arizona a lot of the campuses are locked down, but the schools do provide opportunities.

COUNCILMEMBER ROE asked about the tennis courts and what it would take to have major tournaments.

MR. BASS said they do have major tournaments here and there, and there are three to four a year. Mr. Bass said there was a junior tournament where people from out of state and some out of the country came.

COUNCILMEMBER ROE asked if that was maxed out or if there was opportunity there to grow.

MR. BASS said there is a balance between how many tournaments there are and ensuring there is access for the residents. Mr. Bass said they take any tournaments requested from the US Tennis Association.

MICKEY OHLAND, Community Services Planning Manager, said they do have the ability to add three more courts there.

COUNCILMEMBER LOPEZ said he thought there was further expansion than just the three.

MR. BASS said there is a spot to the southwest that would hold three courts.

MAYOR HARTKE said there were a lot of comments when the courts were shut down during COVID-19 so there is a large group of regular players.

VICE MAYOR STEWART said he thought it was good to find a niche, but they still need softball fields, soccer fields, pickleball courts, and more trails. Vice Mayor Stewart said he loved the analysis to better understand the HOA parks, but they need to continue to work on getting more lighted fields for the kids.

MR. KRATZKE said not all communities have what Chandler has as far as the extensiveness of the coverage.

MAYOR HARTKE said it does seem that Hamilton High School and Chandler High School is fairly open for public use but a lot of them are locked down. Mayor Hartke said he wished there was a relationship with the schools like before when they were open about 10 to 15 years ago but that is not the case anymore.

COUNCILMEMBER ROE thought there was an opportunity with the schools and just like with the aquatic centers they should have the same for this as well.

MR. BASS said he has been working on this for the past two years and they are starting to make some progress.

VICE MAYOR STEWART asked if that was the school board to decide.

MAYOR HARTKE said yes, the administration has not been in favor ever since the Colorado shootings. Before then there were no gates or fencing.

COUNCILMEMBER ELLIS said there are also human trafficking concerns.

MAYOR HARTKE said they are weak in indoor facilities. Mayor Hartke said there is Tumbleweed and some private solutions but asked if that is address in the study.

MR. SVETZ said no, the RFP focused on the outdoor facilities. The next step would be a recreation master plan which would look at programs to directly offer or facilitate and indoor space. Mr. Svetz said they had conducted the Senior Center Study and there were some options proposed in there as well.

MAYOR HARTKE said they are heading in a good direction.

MR. KRATZKE said there are always things that could be done better and using this Master Plan is a tool to prioritize and set the direction.

MR. BASS said staff had an update on the lighted fields and there is funding for design of some softball fields.

MR. OHLAND presented the following presentation.

- Chandler Sports Fields
- Field Map
- Tumbleweed Park – 1995
- Tumbleweed Park Master Plan Development 1998 – 2000
- Tumbleweed Park Master Plan 2004/05
- Tumbleweed Park Existing Development
- Tumbleweed Park Existing Master Plan

VICE MAYOR STEWART asked when the update to the Master Plan happened.

MR. OHLAND said it is carried over through the years. Mr. Ohland said this is conceptual park specific master plan.

VICE MAYOR STEWART asked if it could be baseball and softball fields.

MR. OHLAND said yes, they want to make them multiuse because they do not have the land to make it sports specific.

MAYOR HARTKE asked what the thought is for the top right area.

MR. OHLAND said the original thought was to have a commercial recreation area where a private developer would come in to develop it and part of the revenue would help maintain the park. Mr. Ohland said they have been holding it to see what the best use would be.

COUNCILMEMBER ROE said if they did something big it would be great but there would be parking issues for large events.

MR. OHLAND said when they started developing the park and as events started to come to the park, they knew a day would come where there would not be enough on-site parking. Mr. Ohland said they are not there yet but once those areas are developed they would need to look at other parking.

COUNCILMEMBER ROE said he could see additional downtown events coming down there and suggested having additional events to put to use.

MAYOR HARTKE said they could bus many people from downtown to the event in a matter of minutes using the existing structures in downtown.

MR. OHLAND said they have the infrastructure to make it happen and there is the railroad track that goes there as well.

COUNCILMEMBER ROE said they need to think about those things to get the big events at the park.

COUNCILMEMBER HARRIS said it would be great to have a holiday train.

MR. OHLAND said there were thoughts of having something like the Desert Breeze train or something that you would not see at a typical park.

VICE MAYOR STEWART asked about the full remodel at Folley Park.

MR. OHLAND said nothing is in concrete, but the thought was that the aquatic center needs to be renovated and see if there is a possibility to move the softball fields to Tumbleweed. This would make Folley Park a more general park.

MR. BASS said the aquatic center is driving the renovation and the parking lot has issues. Mr. Bass said that is what leads into the rest of the park.

COUNCILMEMBER LOPEZ asked if the aquatic centers has had increased use since it was declining previously.

MR. BASS said he would need to look at the numbers but has not seen a decline in aquatics. Mr. Bass said at three of the pools there are at least 1,000 people coming through every day. Mr. Bass said there is a waitlist to all of the aquatic programs. Mr. Bass said Folley Park is the least attended but it is an old pool so there is nothing really to draw people there compared to the other pools. Mr. Bass said the hope is to alleviate Hamilton and Mesquite Groves because those pools are overrun. Mr. Bass said the highest zip code that uses Hamilton is the zip code for Folley Park.

MR. OHLAND continued the presentation.

- Mesquite Groves Park Site Master Plan
- Lantana Ranch Park Site Master Plan

MAYOR HARTKE asked what was left at Snedigar.

MR. OHLAND said Snedigar is built out, but the restrooms need to be updated and they need to maintain the baseball fields.

MR. BASS said there are funds to design softball fields and they had waited until the Master Plan was done to move forward to ensure there was a need. Mr. Bass said they need three fields. Mr. Bass said it was originally to be built at Tumbleweed Park and asked if that is still the way staff should move forward.

MR. OHLAND said it is a major project as they would also need to finish Pioneer Parkway and Ryan Road.

MAYOR HARTKE said Council has made promises to girls softball and thought they should move forward.

COUNCILMEMBER HARRIS agreed.

VICE MAYOR STEWART said he wanted to know more and wanted to understand the demographics and the data. Vice Mayor Stewart said if the plan is to change Folley and move the fields down then yes but if it's not the plan then no. Vice Mayor Stewart asked what the long-term plan was.

MR. OHLAND said in the bond election the plan is to renovate Folley and the pool and move the fields.

COUNCILMEMBER ELLIS said once they renovate the pool then it would encroach on the fields so they would have to be moved.

VICE MAYOR STEWART said they need eight multipurpose fields and asked when and where those would go.

MR. BASS said Lantana is the next area.

MR. OHLAND said for most of those large pieces of land to built it and maintain it would be six years out.

MAYOR HARTKE said Lantana and Mesquite seem like those are the places they would go.

COUNCILMEMBER ELLIS said the three would move to Tumbleweed.

MR. BASS said the baseball softball fields.

COUNCILMEMBER ELLIS was in agreement.

COUNCILMEMBER ROE was in agreement.

COUNCILMEMBER LOPEZ said he was good with moving forward.

MAYOR HARTKE said the direction was to move forward with the plan.

MR. OHLAND said they would ensure baseball and softball would fit for adults as well.

COUNCILMEMBER ROE asked if there would be three or four fields.

MAYOR HARTKE said four.

VICE MAYOR STEWART thought they could add a concession area between the fields.

## Adjourn

The meeting was adjourned at 5:27 p.m.

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approval Date of Minutes: June 24, 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 7th day of June 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this \_\_\_\_\_ day of June, 2021.

\_\_\_\_\_  
City Clerk

# Meeting Minutes

## City Council Study Session

June 7, 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 6:00 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

\*Councilmember Lopez and Councilmember Orlando attended telephonically.

### Scheduled Public Appearances

MAYOR HARTKE invited Vice Mayor Stewart to join him for the recognitions.

#### 1. Service Recognitions

None.

#### 2. Proclamation - Military Mental Health Resilience Month

MAYOR HARTKE read the proclamation and invited Operation Shockwave to accept.

CARRIE WARFIELD, Operation Shockwave, said they do suicide prevention for veterans using complementary and integrative healing modalities. Ms. Warfield thanked Council for their support and said in Chandler there are 13,000 veterans.

### Consent Agenda and Discussion

## **City Clerk**

1. May 2021 City Council Meeting Minutes  
Move City Council approve the Council Meeting minutes of the Special Meeting - Budget Briefing of April 23, 2021; Special Meeting and Study Session of May 24, 2021; and Special Meeting and Regular Meeting of May 27, 2021.
2. Board and Commission Appointments  
Move City Council approve the Board and Commission appointments as recommended.

## **City Magistrate**

3. Public Defender Agreements  
Move City Council to approve Public Defender Agreements between the City of Chandler, Chandler Municipal Court and Jared Allen in the amount of \$50,000, Manny Jacobo in the amount of \$50,000, Alex Gonzalez in the amount of \$50,000, Laurie Grogan in the amount of \$50,000, Scott Silva in the amount of \$50,000, Michael Smith in the amount of \$50,000 and Lynn Arouh (part-time) in the amount of \$25,000.

## **Development Services**

4. Final Adoption of Ordinance No. 4973 PLH20-0019 Commonwealth Lofts Rezoning  
Move City Council adopt Ordinance No. 4973 approving PLH20-0019 Commonwealth Lofts, Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for townhomes located at 699 E. Commonwealth Avenue, subject to the conditions as recommended by Planning and Zoning Commission.

## **Economic Development**

5. Agreement No. ED8-920-3876, Amendment No. 3, for Search Engine Optimization and Pay Per Click Services  
Staff move that City Council approve Agreement No. ED8-920-3876, Amendment No. 3, with Simpleview, LLC, for search engine optimization and pay per click services, in an amount not to exceed \$75,200 for the period of July 1, 2021, through June 30, 2022.

## **Information Technology**

6. Purchase of IBM Notes Annual Support and Maintenance Services  
Move City Council approve the purchase of IBM Notes annual support and maintenance services, from SHI International Corporation, utilizing the Omnia Partners Contract No. 2018011-02, in the amount of \$93,694, and authorize the City Manager or designee to sign a linking agreement with SHI International Corporation.
7. Purchase of EAM System Annual Support and Maintenance  
Move City Council approve the sole source purchase of EAM system annual support and maintenance from CentralSquare Technologies, LLC, in the amount of \$92,921 for the term of July 1, 2021, through June 30, 2022.

8. Purchase of Oracle Annual Support and Maintenance  
Move City Council approve the purchase of Oracle annual support and maintenance from Mythics, Inc., utilizing Omnia Partners Contract No. 180233-002, in the amount of \$300,165, for the term of August 1, 2021 through July 31, 2022, and authorize the City Manager or designee to sign a linking agreement with Mythics, Inc.
9. Agreement No. IT1-918-4343, for Business License Portal Applications Managed Support Services.  
Move City Council approve Agreement No. IT1-918-4343, with Parsus Solutions, LLC, for business license portal applications managed support services, in the amount of \$500,000, for the period of June 15, 2021, through June 14, 2022.

### **Management Services**

10. License Series 12, Restaurant Liquor License Application for V&S, LLC, DBA Brooklyn V's Pizza.  
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 149186, a Series 12 Restaurant Liquor License, for Jared Michael Repinski, Agent, V&S, LLC, dba Brooklyn V's Pizza, located at 4991 S. Alma School Road, Suite 12, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301001.

### **Neighborhood Resources**

11. Resolution No. 5483 Authorizing the Allocation of Fiscal Year 2021-2022 General Funds  
Move City Council pass and adopt Resolution No. 5483, authorizing the allocation of Fiscal Year 2021-2022 General Funds in the amount of \$1,087,344.23 and American Rescue Plan funds in the amount of \$737,955.77 to various non-profit agencies in accordance with the recommendations of the Chandler Housing and Human Services Commission and staff.

COUNCILMEMBER ELLIS called for a staff presentation.

RIANN BALCH, Community Resources Manager, presented the following presentation.

- Process
  - Annual Allocation Process
  - Award Approximately 1 Million
  - Non-Profit Organizations Serving Chandler Residents
  - Utilize ZoomGrants
  - One-Year Contracts
- Priorities
  - Populations in Need
    - People experiencing homelessness and/or housing crisis
    - Households with Low and Moderate Income
    - Seniors who are isolated or have low income
    - Youth who are isolated or have low income
    - People living with mental health and/or substance use disorders

- People living with physical and/or intellectual disabilities
  - Areas of Need
    - Housing for all incomes
    - Behavioral health
    - Homelessness
    - Better communication of available resources
    - Transportation
    - Social isolation
    - Food security
- Evaluation
  - Three subcommittees of the HHSC Evaluate Proposals
  - Criteria Include:
    - Address Priority Needs
    - Experience and Expertise
    - Past Performance
    - Collaboration
    - Community Involvement
- Monitoring
  - Ongoing Technical Assistance
  - Agency Tours
  - Mid-Term Report
  - Final Report
- Additional Opportunities
  - Award ARP Funds to Non-Profits Not Engaged in Annual GF Process
  - Grants from \$5,000 to \$10,000
  - Must be located in Chandler

COUNCILMEMBER ELLIS said she wanted to ensure the community was aware of this. Councilmember Ellis said the City is fortunate to have such great partners when it comes to social services and engaging the community. Councilmember Ellis asked how this process would be for those smaller organizations that are coming up and doing great work to apply.

MS. BALCH said through ZoomGrants there is a comprehensive application that requires a lot of information. For the organizations that are just getting started or do not have as robust of a structure, the process would be simplified. Ms. Balch said they would put information out, and meeting with the organizations, and help them apply. Ms. Balch said staff is still working on the details of that process.

MAYOR HARTKE asked what the timeline for the second part would be around July or August.

MS. BALCH said yes.

MAYOR HARTKE thanked Council for their support in helping a variety of people through the non-profits to address needs that Council may not be aware of.

## Public Works and Utilities

12. Project Agreement No. WA2108.401, with Professional Piping Systems, LLC, dba WaCo Contracting for the Small Water Valve Replacements 2021  
Move City Council award Project Agreement No. WA2108.401 to Professional Piping Systems, LLC, dba WaCo Contracting, pursuant to Job Order Contract No. JOC1702.401, for the Small Water Valve Replacements 2021, in an amount not to exceed \$909,698.87.
13. Professional Services Agreement No. ST2112.201, with Premier Engineering Corporation, for the Alleyway Rehab PM10 Dust Emissions Reduction 2 Design Services  
Move City Council award Professional Services Agreement No. ST2112.201 to Premier Engineering Corporation, for the Alleyway Rehab PM10 Dust Emissions Reduction 2 Design Services, in an amount not to exceed \$72,376.88.
14. Professional Services Agreement No. WA2107.201, with Arcadis U.S., Inc., for the Hunt Highway Water Production Facility Ground Subsidence Mitigation Design Services  
Move City Council award Professional Services Agreement No. WA2107.201 to Arcadis U.S., Inc., for the Hunt Highway Water Production Facility Ground Subsidence Mitigation Design Services, in an amount not to exceed \$115,594.
15. Professional Services Agreement No. WA2108.451 with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Small Water Valve Replacements 2021 Construction Management Services  
Move City Council award Professional Services Agreement No. WA2108.451 to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Small Water Valve Replacements 2021 Construction Management Services, in an amount not to exceed \$80,450.

## Public Hearing

16. FY 2021-22 Annual Budget and 2022-2031 Capital Improvement Program and Setting of Property Tax Levies
  1. Open Public Hearing
  2. Staff Presentation
  3. Council Discussion
  4. Discussion from the Audience
  5. Close Public Hearing

## Adjourn

The meeting was adjourned at 6:13 p.m.

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approval Date of Minutes: June 24, 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 7th day of June 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this \_\_\_\_\_ day of June, 2021.

\_\_\_\_\_  
City Clerk

# Meeting Minutes

## City Council Regular Meeting

June 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 6:01 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

\*Councilmember Orlando attended telephonically.

### Invocation

The invocation was given by Pastor Grant Brown, Cornerstone Church.

### Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Roe.

### Consent Agenda and Discussion

#### City Clerk

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## **Consent Agenda Motion and Vote**

Councilmember Roe moved to approve the Consent Agenda of the June 10 2021, Regular City Council Meeting; Seconded by Councilmember Harris.

Motion carried unanimously (7-0) with the exception of Consent Agenda Item No. 4 which carried (6-0) Mayor Hartke declaring a conflict of interest.

## Public Hearing Item No. 16

16. FY 2021-22 Annual Budget and 2022-2031 Capital Improvement Program and Setting of Property Tax Levies

### Open Public Hearing

MAYOR HARTKE opened the public hearing. Mayor Hartke said this next year the City would return to normalcy and provide residents and businesses the resources to thrive. Chandler's commitment to strong financial policies, healthy reserves, and conservative forecasting kept Chandler in an excellent fiscal position throughout the COVID-19 pandemic. Mayor Hartke thanked Council and staff for finding innovative ways to guide us through the unparalleled times of the pandemic and we would continue to build upon that in the next fiscal year. Mayor Hartke thanked residents and businesses for their input in the budget. Mayor Hartke thanked the budget staff for their work.

### Staff Presentation

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

- Public Hearing 2021- 2022 Budget 2022 – 2031 Capital Improvement Program 2021- 2022 Property Tax Levy
- FY 2021 – 2022 Budget
  - Moving Forward Together
  - Total Budget \$1,058,074,338
  - 13.6% increase which includes the \$36M in Contingency for the federal ARPA grant
  - Prior to grant appropriation budget was up 9.7%
- Operating Budget Highlights
  - Slight reduction of City property tax rate and no change to Transaction Privilege Tax (TPT) rates
  - Anticipate Water, Wastewater, and Solid Waste rate changes pending results of Cost of Service Study
  - Budget maintains existing service levels while addressing policy goals from strategic framework
  - Adds funding for labor association commitments and general employee merit/market
  - Plans towards debt reduction: \$22M in onetime funding for paydown of Public Safety Personnel Retirement System (PSPRS) liability
  - Maintains strong reserves (includes 15% General Fund contingency reserve and \$10M budget stabilization reserve)
- 2022- 2031 Capital Improvement Program (CIP)
  - \$1.27B Total 10-Year CIP
  - \$369M 1<sup>st</sup> Year of 10-Year CIP
  - Council CIP Priorities:
    - Minimizing increase to property taxes
    - Maintaining existing infrastructure
    - Finishing planned construction of parks and streets
    - Addressing public needs

- FY 2021- 22 Property Tax Levy
  - FY 2020-21 LPV
    - \$3.243B
  - 2020-21 Levy
    - \$36,329,729
  - FY 2021-22 LPV
    - \$3.464B
  - 2021-2022 Levy
    - \$38,538,200
  - +6.8% increase
  - 3.7% New Property
  - 3.1% New Appreciation
  - Levy Increase
    - \$2,208,471
  - Tax rate reduction from \$1.1201 to \$1.1126 to reduce impact of LPV increase
- Impact of Tax Rate Reduction on Median Value Homeowner

### **Council Discussion**

COUNCILMEMBER ORLANDO said there are 15 new police staff and 15 police overhires, and he was very excited for this budget.

VICE MAYOR STEWART thanked staff for their work and asked how much the budget was cut during the pandemic.

MS. LANG said the budget reductions were about \$20 million. Ms. Lang said if those were back in it would be about a 9.6% increase.

VICE MAYOR STEWART said the budget increase seems high because of the reductions that were done the previous year, but it is a normal year.

MS. LANG said yes.

COUNCILMEMBER LOPEZ thanked staff and said residents are happy with the value for the service they receive.

COUNCILMEMBER ELLIS said the budget process is tedious and thanked staff for their work and guiding Council through the process.

COUNCILMEMBER HARRIS thanked staff for their commitment and is proud they put together a solid fiscally responsible budget. Councilmember Harris thanked Acting City Manager Josh Wright for his work on the budget and his leadership.

COUNCILMEMBER ROE said COVID-19 was challenging and Chandler had the ability to have options during the pandemic because of their strong fiscal policies.

### **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.

**Unscheduled Public Appearances**

None.

**Adjourn**

The meeting was adjourned at 6:19 p.m.

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approval Date of Minutes: June 24, 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 10th day of June 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this \_\_\_\_\_ day of June, 2021.

\_\_\_\_\_  
City Clerk

# Meeting Minutes

## City Council Special Meeting

June 10, 2021 | 4:00 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 4:00 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 – attended telephonically

#### Appointee Attendance

Kelly Schwab, City Attorney  
Dana DeLong, City Clerk  
Alicia Skupin, Acting Presiding Magistrate

### Set an Executive Session

1. Personnel Matters--A.R.S. §§ 38-431.03(A)(1) – Annual Performance Review of City Attorney.
2. Personnel Matters--A.R.S. §§ 38-431.03(A)(1) – Annual Performance Review of City Clerk.
3. Personnel Matters--A.R.S. §§ 38-431.03(A)(1) – Performance Reviews of City Magistrates.

### Action Agenda Motion and Vote

Councilmember Lopez moved to hold an Executive Session Meeting immediately following the Special Meeting; Seconded by Councilmember Roe.

Motion carried unanimously (7-0).

## Adjourn

The meeting was adjourned at 4:00 pm.

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approval Date of Minutes: June 24, 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 10<sup>th</sup> day of June 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this \_\_\_\_\_ day of June, 2021.

\_\_\_\_\_  
City Clerk

# Meeting Minutes

## City Council Special Meeting

June 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 6:19 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

\*Councilmember Orlando attended telephonically.

### Action Agenda and Discussion

1. Resolution No. 5477, Adopting the Annual Budget in the Amount of \$1,058,074,338; Setting Forth the Receipts and Expenditures, and the Amounts Proposed to be Raised by Direct Property Taxation for the Various Purposes for Fiscal Year (FY) 2021-22, and Adopting the 2022-2031 Capital Improvement Program (CIP) in the Amount of \$1,267,887,520.  
Move City Council pass and adopt Resolution No. 5477, adopting the Annual Budget in the amount of \$1,058,074,338; setting forth the receipts and expenditures; and the amounts proposed to be raised by direct property taxation for the various purposes for FY 2021-22, and adopting the 2022-2031 CIP in the amount of \$1,267,887,520, as presented or amended after the close of the public hearing.

### Action Agenda Motion and Vote

Councilmember Harris moved to approve the Action Agenda Item No. 1 of the June 10, 2021, Special Meeting; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

## Current Events

### Mayor's Announcements

MAYOR HARTKE said Council had a work session to discuss the Parks Strategic Master Plan and the recommendations would be moving forward to the Parks and Recreation Board and then to Council this summer. Mayor Hartke said staff was given direction to implement the current Tumbleweed Park Master Plan and the next phase of development would include the construction of four lighted baseball softball fields. Mayor Hartke thanked staff, the consultant, and residents for their work on these recommendations.

### Council's Announcements

COUNCILMEMBER HARRIS said Juneteenth celebrations would start at the Center for the Arts on Friday June 18 and a festival at Folley Park. After the festival there would be Culture Music in the Park with music and dine in the park. There are many events though the City and encouraged everyone to celebrate.

COUNCILMEMBER LOPEZ said the University of Arizona is having an open house in Downtown Chandler at the University of Arizona Chandler campus. The event would be June 30 to learn more about the programs that are offered such as IT cyber, education, law and business. Tours of the Chandler Public Library would also be available during the event.

COUNCILMEMBER ELLIS said donations are needed for the Operation Back to School drive by June 14 and encouraged people to donate.

### City Manager's Announcements

JOSH WRIGHT, Acting City Manager, thanked Council for their support of the budget and thanked staff for their work on the budget, as it is a huge staff effort. Mr. Wright thanked Ms. Lang for her leadership in keeping Chandler in the outstanding financial shape that it is.

## Adjourn

The meeting was adjourned at 6:26 pm.

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approval Date of Minutes: June 24, 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 June 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this \_\_\_\_\_ day of June, 2021.

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City Clerk

# Meeting Minutes

## City Council Special Meeting

June 14, 2021 | 1:00 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 1:04 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 or consideration and review of applications of candidates for the possible appointment to the office of City Manager.

### Action Agenda Motion and Vote

Councilmember Orlando moved to hold an Executive Session Meeting immediately following the Special Meeting; Seconded by Councilmember Harris.

Motion carried unanimously (7-0).

### Adjourn

The meeting was adjourned at 1:04 pm.

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approval Date of Minutes: June 24, 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 14<sup>th</sup> day of June 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this \_\_\_\_\_ day of June, 2021.

\_\_\_\_\_  
City Clerk

# Meeting Minutes

## City Council Special Meeting

June 14, 2021 | 8:30 a.m.  
Mayor's Conference Room  
175 S. Arizona Ave., Chandler, AZ



### Call to Order

The meeting was called to order by Mayor Kevin Hartke at 8:34 a.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

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) – Interviews, discussion, and consideration of candidates for Presiding Magistrate appointment. Candidates for consideration include Patrick Gann, Michelle Lue Sang, and Alicia Skupin.

### Action Agenda Motion and Vote

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

Motion carried unanimously (7-0).

# Adjourn

The meeting was adjourned at 8:34 a.m.

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approval Date of Minutes: June 24, 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 14<sup>th</sup> day of June 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this \_\_\_\_\_ day of June, 2021.

\_\_\_\_\_  
City Clerk



**City Council Memorandum    City Magistrate Memo No. 2021-002**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**From:** Alicia Skupin, City Magistrate  
**Subject:** Public Defender Agreement

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**Proposed Motion:**

Move City Council to approve the Public Defender agreement between the City of Chandler, Chandler Municipal Court and Debora Lelli (part-time) in the amount of \$25,000.

**Background/Discussion**

Defendants in criminal cases have the right to be represented by an attorney. In some instances, the attorney is court appointed. The court utilizes the services of court appointed attorneys to represent indigent defendants. The proposed contract provides indigent defendants with access to a law office with demonstrated experience and expertise in the field of criminal defense with an office in the East Valley.

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**Attachments**

Debora Lelli



**CITY OF CHANDLER SERVICES AGREEMENT  
PUBLIC DEFENDER SERVICES**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Chandler ("City"), an Arizona municipal corporation, by its Mayor, and Debora Lelli, Lelli Law Firm ("Contractor"), (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties") and made on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Effective Date).

**RECITALS**

- A. City proposes to contract for public defense representation for eligible persons with matters before the Chandler Municipal Court as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor represents that he or she is licensed to practice law in Arizona and is qualified by reason of competence, training, and experience to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

**DEFINITIONS:**

For purposes of this Agreement, the following definitions apply:

"Agreement" means this 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" or "Should" means something that is not mandatory but permissible.

"Shall," "Will," or "Must" means a mandatory requirement.

**SECTION I: CONTRACT ADMINISTRATOR**

Contractor shall act under the authority and approval of the Presiding City Magistrate of the Chandler Municipal Court, or designee, ("Contract Administrator") to provide the services required by the Agreement.

## **SECTION II: CONTRACTOR'S SERVICES**

This is a personal services contract. Contractor must perform the services described in Exhibit A to City's satisfaction within the terms and conditions of this Agreement and with the care and skill that a person who provides similar services exercises under similar conditions.

## **SECTION III: PERIOD OF SERVICE**

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, commencing on July 1, 2021, and terminating on June 30, 2022, unless sooner terminated in accordance with the provisions herein. City and Contractor may mutually agree to extend the Agreement for up to two additional terms of one year each, or portions thereof. The Contract Administrator, at his/her sole discretion, is authorized to approve and execute the extensions on behalf of City. 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, as more fully described in Exhibit B, for performance of the services approved and accepted by the City under this Agreement must not exceed \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS) per year. Contractor must submit requests for payment of services provided during the previous billing period no later than the 7th day of each month and must include, as applicable, detailed invoices and receipts and a narrative description of the tasks accomplished during the billing period as set forth in Exhibit B. City will make payment for approved and accepted services within 30 days of 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.**

*(a) Record Retention.* Contractor shall retain and shall contractually require each substitute attorney to retain all data and other records relating to the performance of and service rendered under this Agreement for a period of five years after completion of the Agreement.

*(b) Audit.* At any time during the term of the Agreement and up to five years thereafter, the books and records of Contractor or any substitute attorney shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or a subcontract hereunder. Upon request, Contractor shall produce a legible copy of any or all such records.

### **5.2 City's Contractual Remedies.**

*(a) Right to Assurance.* If City in good faith has reason to believe Contractor does not intend, or is unable, to perform or continue performing under the Agreement, the Contract Administrator may demand, in writing, that Contractor provide a written assurance of intent to perform. Failure by Contractor to provide written assurance within the time period specified in the demand may, at the option of the City, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or the Agreement.

*(b) Right of Offset.* City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by City, or damages assessed by City concerning Contractor's nonconforming performance or failure to perform the Agreement, including expenses to bring in substitute counsel and other costs and damages incurred by City.

*(c) Non-exclusive Remedies.* The rights and remedies of the City under the Agreement are not exclusive.

### 5.3 Termination.

*(a) Termination for Convenience.* City and Contractor hereby agree to the full performance of the covenants contained herein, except that either Party may terminate the Agreement or any part thereof for its sole convenience with 60 days advance written notice. In the event of such termination, Contractor shall immediately cease all work hereunder. If the Agreement is terminated, Contractor shall submit a detailed invoice for work performed through the date of termination. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items.

*(b) Termination for Cause.* City may, upon written notice, terminate the Agreement for Cause for any one or more of the following non-exclusive grounds: (i) Contractor fails to perform pursuant to the terms of this Agreement, (ii) Contractor willfully or repeatedly disregards the procedures required by the Court, (iii) Contractor demonstrates a continued inability to adequately serve the interests of his or her clients, (iv) Contractor fails to abide by the standards of performance and rules of professional conduct, (v) Contractor fails to maintain his/her license to practice law in Arizona in good standing, (vi) Contractor is adjudged a bankrupt or insolvent, (vii) Contractor makes a general assignment for the benefit of creditors, (viii) A trustee or receiver is appointed for Contractor or for any of Contractor's property (ix) Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (x) Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, (xi) Contractor fails to cure default within the time requested, or (xii) any other cause which has substantially impaired Contractor's ability to provide adequate services under the Agreement. Where the Agreement has been so terminated by City, Contractor shall continue to perform in accordance with the requirements of the Agreement up to the date of termination as set forth in the termination notice. The termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue. 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.

5.4 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnatee) 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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee'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.

5.5 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 the 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. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by Contractor, Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.6 Cooperation and Further Documentation. Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.7 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:

<b>For the City</b>		<b>For the Contractor</b>	
<b>Name:</b>	Alicia M. Skupin	<b>Name:</b>	Debora Lelli
<b>Title:</b>	Presiding City Magistrate (Contract Administrator)	<b>Address:</b>	1640 E. Bethany Home Rd.
<b>Address:</b>	P.O. Box 4008, Mail Stop 302 Chandler, AZ 85244-4008	<b>Phone:</b>	602-456-1427
<b>Phone:</b>	480-782-4740	<b>Email:</b>	lellijawfirm.com delli@lellijawfirm.com
<b>Email:</b>	alicia.skupin@chandleraz.gov		

5.8 Professional Licenses. Beginning with the Effective Date and for the full term of this Agreement and any extension thereof, Contractor must at all times remain an active member in good standing of the State Bar of Arizona. Contractor shall immediately inform the Contract Administrator of any changes in the status of Contractor's license to practice law in Arizona. Contractor's failure to maintain active membership in good standing and/or failure to promptly apprise the Contract Administrator of changes in status may result in immediate termination of the Agreement. City may, upon written notice to Contractor, immediately terminate the Agreement if the City determines Contractor has been disbarred, suspended, or otherwise lawfully prohibited from practicing law.

5.9 Disputes.

(a) *Alternative Dispute Resolution.* The Parties agree that there shall be a 60 day resolution period commencing on the day a claim is filed by Contractor pursuant to A.R.S. § 12-821.01 during which time the Parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

(b) *Fees and Costs.* Except as otherwise agreed by the Parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorneys' fees, expert witness fees, and costs including, as applicable, arbitrator fees; provided, however, that no award of attorneys' fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

5.10 Acceptance and Documentation. Contractor's work shall be reviewed and approved by the Contract Administrator to determine acceptability. Contractor shall maintain current case logs and final disposition records, and shall provide written reports, as requested, to facilitate the Contract Administrator's evaluation of Contractor's performance under this Agreement.

5.11 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.

5.12 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.13 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.

5.14 Substitute Counsel. Prior to beginning the work, the Contractor must furnish the Contract Administrator for approval the names of any substitute attorneys to be used under this Agreement. Any subsequent changes are subject to the City's prior written approval.

5.15 Mandatory Notification. Contractor shall report to the Contract Administrator any Bar complaint, malpractice claim, or lawsuit in which a determination, finding, or decision adverse to Contractor has been made within three (3) work days of becoming aware of or receiving notice of the existence or occurrence of such complaint, determination, finding, or decision. Contractor shall report any arrest or conviction to the Contract Administrator as soon as possible after the arrest or conviction and before performing any additional services under the Agreement. Contractor's failure to provide such mandatory notifications constitutes a material breach of the Agreement.

5.16 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.

5.17 Compliance with Federal Laws. Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor agrees to comply with

these laws in performing this Agreement and to permit the City to verify such compliance.

5.18 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.

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

5.20 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.21 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.

5.22 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.

5.23 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or otherwise promote information related to the Agreement or the services provided hereunder for commercial benefit without the prior written consent of City.

5.24. 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: (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 of services for a third party on real or personal property owned or leased by the City, 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.

5.25 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this

Section must survive the termination of this Agreement.

5.26 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.

5.27 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.28 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.

5.29 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.

5.30 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.

5.31 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.32 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.33 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.

5.34 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.

5.35 Document/Information Release. Documents and materials released to Contractor, which are identified by the 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. 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.

5.36 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements

5.37 Waiver of Workers' Compensation Benefits. If a sole proprietor, Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits.

5.38 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.

5.39 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 City nor 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.

5.40 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.

5.41 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.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**FOR CITY**

By: \_\_\_\_\_  
Mayor

**FOR CONTRACTOR**

By: P. Pelli  
Its: Lelli Law Firm - Attorney

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney DEX

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**SCOPE AND DESCRIPTION OF SERVICES**

**A. General**

1. Contractor shall provide public defense services to eligible indigent defendants assigned to Contractor by a judicial officer of the Chandler Municipal Court.
2. On any day the Court is open, Contractor may be required to appear in any division of the Court as determined by the Court schedule. The Court schedule will not be changed arbitrarily and without prior consideration of Contractor's schedule.
3. Contractor shall prepare for and appear at all court proceedings pertaining to assigned defendants, including but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, order to show cause hearings, appeal proceedings, and special actions, as well as, appeals to higher courts.
4. Contractor will not be required to be present at arraignments except where the defendant requests appointment of counsel and qualifies for a Public Defender. In these instances, the arraignment will be continued until the time of a pretrial hearing, when Contractor shall be present.
5. Once appointed, Contractor shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction relief, until Contractor is relieved from the case by the Court. No substitution of counsel shall be permitted without prior arrangement with the Contract Administrator.
6. Contractor is responsible for providing personal consultation with clients prior to pretrial disposition conferences when requested or otherwise appropriate. Contractor is required to maintain personal contact with defendant until the case is terminated and is required to use reasonable diligence in notifying defendant of official court action resulting from defendant's nonappearance at a scheduled court session (proof of such notice must be supplied upon request).
7. Contractor shall conduct the defense of all indigent defendants in conformance with the minimum standards and requirements set forth in applicable precedent including *State v. Watson*, 134 Ariz. 1, 653 P.2d. 351 (Ariz. 1982); *State v. Smith*, 140 Arizona 355, 681 P.2d 1374 (Ariz. 1984); and *State v. Lee*, 142 Ariz. 210, 689 P.2d 153 (Ariz. 1984).
8. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the events described above. Substitute counsel shall not be used routinely. In general, substitute counsel should be used only when Contractor cannot provide public defense services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of public defense services without the prior written consent of the Contract Administrator. Such consent shall not be arbitrarily or unreasonably withheld or withdrawn.

9. Contractor shall not serve as a contract Public Defender in any other court while this Agreement with the City is in force, if such service shall cause Contractor's case load to exceed the minimum standards and requirements imposed by Arizona Supreme Court precedent.
10. The Court will provide interpreters for non-English speaking defendants for all in court and pretrial proceedings. Contractor shall provide, at his or her own expense, interpreters for all out-of-court matters.
11. Contractor shall pay all costs incurred in the representation of indigent defendants assigned by the Court pursuant to this agreement including, but not limited to, costs of office space, telephones, transportation, photographs (including photocopies of discoverable materials), photocopies, office supplies, office overhead, reports, secretarial services, and out-of-court interpreters. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.
12. In the event a case involves two or more defendants or Contractor declares a conflict of interest, a magistrate may assign one or more defendants to another Public Defender.
13. The City will provide required forms for defendants to prepare and submit to the Court to determine a defendant's indigency. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. Contractor may request a review of the indigence of any defendant assigned to Contractor. If a magistrate makes a determination of non-indigence of a defendant and allows Contractor to withdraw, Contractor shall not represent the defendant in that case for a fee. Contractor shall not solicit his public defender clients for future representation for a fee.
14. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure

#### **B. Office**

Contractor shall have an office or make arrangements to use an office that is located within the East Valley to provide personal consultation with clients when requested and otherwise appropriate.

#### **C. Assignment of Cases**

The Court shall determine the assignment of all indigent cases to Contractor. The City retains the exclusive right to assign cases based on the ability of Contractor to meet the City's calendars and schedule and Contractor's expertise in relation to each case.

#### **D. Allowable Caseload**

1. Contractor's Municipal Court contract caseload shall not exceed 150 misdemeanor cases per year, except at the request of and/or with the express permission of the Contract Administrator. Contractor agrees that s/he will not accept representation of clients, other than indigent persons represented pursuant to the Agreement, to the extent that such representation would increase his/her caseload beyond the guidelines set forth in *State v.*

*Smith*. On cases Contractor views as unusually complicated, Contractor may make a written request to the Contract Administrator that said case to be counted as more than one case toward Contractor's 150 caseload limit. Final determination on such request shall be made by the Contract Administrator. At no time shall Contractor's private practice caseload reach such a volume, during his or her service as a Public Defender, so as to jeopardize Contractor's ability under *State v. Smith* to complete the 150 Municipal Court cases specified in this Agreement.

2. Under the guidelines of the aforementioned case, Contractor's caseload shall be reviewed quarterly during the course of the Agreement to evaluate the number and complexity of cases assigned during the quarter, the amount of time spent on those cases, and Contractor's professional competency to handle the caseload assigned in accordance with the Arizona Rules of Professional Responsibility (DR 6-101 and 7- 101, Rules of the Supreme Court, 17A A.R.S.) and the American Bar Association (ABA) Standards (Standards 4-1.2 an 5-4.3), as cited in *State v. Smith*. Such review may include consultation by City staff with Court magistrates and Contractor, as necessary, to fairly evaluate his/her compliance with the terms of the Agreement.

#### **E. Suspension of Appointments**

1. If Contractor's caseload prevents Contractor from providing effective assistance of counsel to each client, Contractor shall move the Court for the suspension of indigent appointments until the case congestion clears.
2. The Court shall set a date to hear the motion within five days from its receipt. If the Court finds that Contractor's indigent caseload is adversely interfering with Contractor's ability to provide effective legal assistance, the Court, in the interest of justice, may suspend further indigent appointments to Contractor for a period not to exceed 30 days.
3. During the suspension of appointments, the Court shall appoint other counsel to represent eligible defendants.
4. It shall be Contractor's obligation to notify the Court immediately when the case congestion has cleared so that appointments may be reinstated to Contractor.
5. During the period of suspension, Contractor shall notify the Court in writing every Monday (or the next business day if Monday is a legal holiday) as to the status of his/her caseload and case congestion.
6. At the expiration of any suspension period ordered by the Court, or earlier if so notified by Contractor, the Court shall conduct a hearing for the purpose of determining whether the suspension should be lifted or a further suspension of appointments not to exceed 30 days should be granted. The suspension affects only the appointment of new clients to Contractor and in no other way releases either Party from other duties or obligations pursuant to the Agreement.

**EXHIBIT B  
COMPENSATION AND FEES**

1. For performance of the duties and responsibilities set forth in this Agreement, City shall pay Contractor at the rate of \$60.00 (Sixty Dollars) per hour up to the maximum amount of \$25,000.00 (Twenty-Five Thousand Dollars) per 12-month contract term.

Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, (iv) the actual time spent on the cases, and (v) a general description of the services provided. Time worked shall be reported in 1/10 of an hour (6 minute) increments.

2. The first payment for services under the Agreement shall be made in August 2021 for invoiced services performed in July 2021. Contractor shall receive payment only for months in which services are rendered and a detailed invoice submitted.
3. Compensation shall be paid under the Agreement for Contractor's services performed during the term of the Agreement.
4. The total amount payable to Contractor for services rendered under the Agreement shall not exceed \$25,000.00 (Twenty-Five Thousand Dollars) per 12-month contract term; provided, however, the Contract Administrator may, for good cause, approve a contract amendment increasing the compensation to be paid under this Agreement by up to 10 percent. Any amendment to the Agreement shall be in writing and signed by both parties.
5. *Expert Fees.* The City will be responsible for fees for expert witnesses up to a maximum of \$250.00 per year. The \$250.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.
6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.
7. *Taxes.* Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.

**EXHIBIT C  
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. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of \$500,000 each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

Proof of coverage and effective dates thereof shall be submitted to the Presiding City Magistrate (Contract Administrator) at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

- B. *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. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

C. *Insurance Cancellation during Term of Agreement.*

1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this 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 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.



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

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
**From:** Ryan Peters, Government Relations and Policy Manager  
**Subject:** Resolution No. 5496 SRP 230kV Transmission Project Agreement.

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**Proposed Motion:**

Move City Council pass and adopt Resolution No. 5496 authorizing an Agreement with Salt River Project Agricultural Improvement and Power District (SRP) regarding the location and under-grounding of a 230kV transmission system in South Chandler and authorizing the Mayor to execute the Agreement; and move City Council approve a General Fund, Contingency account transfer to the Water Operating Fund for \$4.350M and Wastewater Operating Fund for \$10.150M, allowing for their fund balances to be spent for the needed City utility line relocations.

**Background/Discussion:**

Salt River Project Agricultural Improvement and Power District (SRP) is in the process of expanding its 230kV transmission system to the Intel Ocotillo Campus to meet the power demands of Intel's planned plant expansion. To meet the demand, SRP must construct new 230kV transmission lines from two different substations in South Chandler. One project segment will connect the Intel Campus to the Henshaw Substation located near Old Price Road and Germann Road. This project segment will generally follow the Old Price Road alignment to the Intel Campus. The second project segment will connect to Intel from the Schrader Substation located near Arizona Avenue and Ocotillo Road. SRP examined various route alternatives from the Schrader substation and, in consultation with the City, has identified a route that generally follows the railroad tracks east of Arizona Avenue from Schrader south to Chandler Heights Road, then west to Alma School Road, then north to Lake Drive, then southwest on Chaparral Way to Dobson Road before entering the Intel Campus.

The City and SRP have negotiated an agreement to underground a 2.65-mile segment of the transmission lines from the Schrader substation in order to minimize the negative impacts of new transmission lines in areas that do not currently have any overhead utilities. Due to the fact that SRP's standard of construction for the type of transmission lines proposed in this project is overhead, the City is agreeing to pay the difference through a combination of the value of the rights-of-way being contributed to the project for a perpetual easement for the transmission lines, moving existing City-owned underground utilities, and payment through funds accrued to the City through the SRP Aesthetics Fund Program.

SRP has agreed that with the City's approval of this agreement, it will file an application with the Arizona Power Plant and Transmission Line Siting Committee requesting approval of the route agreed to by SRP and the City. Pursuant to the terms of the agreement, the City will support this route with the under-grounding portions. The parties have agreed to work with each other during the installation of the

transmission lines to minimize disruption to the residences, schools, and businesses along the corridor. The goal of this agreement is to facilitate economic development while protecting Chandler residents and businesses by undergrounding the majority of the new transmission lines and keeping overhead lines within existing overhead utility corridors.

**Financial Implications:**

Each year, SRP provides annual funding allotments to the City through their Municipal Aesthetics Program to conduct aesthetic improvements to SRP water and power distribution facilities. While aesthetics funds are held by SRP, the annual allotments to municipalities are calculated using: the municipality's share of irrigation acreage, percentage of Salt River Valley Water Users Membership within the municipality, the municipality's percentage share of total electric facility revenue, and the total cost of electric system work accomplished during SRP's prior fiscal year period. The City has received nearly \$49 million from SRP for aesthetics projects since the program's inception in 1989. Although transmission projects are not typically allowed under SRP Municipal Aesthetics Program rules, SRP will authorize a special exception through this agreement to make available a total of \$19.5M in program funds by using the existing fund balance of \$7.250M and advancing up to \$12.250M in future aesthetics fund allocations for this project.

The City will contribute to the difference in cost to construct underground transmission lines through a combination of granting SRP a permanent easement for the underground transmission lines in City rights-of-way for a value of \$4.5M and use \$12.5M of SRP Municipal Aesthetics Program funds accrued to the City.

Additionally, the City will relocate City-owned water, wastewater, and reclaimed utility lines that conflict with the underground transmission lines within the dedicated easement area on Chandler Heights Road, Alma School Road, Lake Drive, and Chaparral Way for an estimated cost of \$14.5M. The remaining balance of \$7M from the \$19.5M in Municipal Aesthetics Program funds will be used to reimburse the City for a portion of this work. The City will also seek additional funding opportunities to offset the costs associated with the utility work through the State or other programs intended to help support public infrastructure projects required for semiconductor manufacturing, but until this information is known, the City must fund the difference of \$7.5M.

Since this was not a project anticipated in the Capital Improvement Plan (CIP), an appropriation transfer from General Fund, Contingency (101.1290.5911) will be required to the Water Operating Fund for \$4.350M (30% of the cost) and Wastewater Operating Fund for \$10.150M (70% of the cost), allowing for their fund balances to be spent for the total of \$14.5M. After the receipt of the \$7M in Municipal Aesthetics Program funds from SRP to be deposited in the Water (\$2.1M) and Wastewater (\$4.9M) Operating Funds, the estimated cost impact for the City utility line relocations will be \$2.250M from the Water and \$5.250M from the Wastewater Operating Funds.

<b>Capital Account No.</b>	<b>Fund Name</b>	<b>CIP Program Name</b>	<b>Dollar Amount</b>
605.3820.6714.0.6WA688	Water Operating Fund	Utility Line Relocation	\$ 4,350,000
615.3910.6813.0.6WW688	Wastewater Operating Fund	Utility Line Relocation	\$10,150,000
		Total	\$14,500,000

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**Attachments**

Resolution No. 5496  
SRP Agreement

**RESOLUTION NO. 5496**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN AGREEMENT WITH SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP) RELATED TO THE ADDITIONAL CONSTRUCTION AND PARTIAL UNDERGROUNDING OF SRP'S 230KV TRANSMISSION SYSTEM TO SUPPORT THE INTEL OCOTILLO CAMPUS EXPANSION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, on March 23, 2021, Intel announced an expansion to its Ocotillo campus in the Price Road Corridor, which includes two new fabrication facilities; and

WHEREAS, SRP will need to add facilities to its 230kV transmission system to serve the energy requirements of the Intel Ocotillo campus expansion; and

WHEREAS, the City Council has determined that the agreement between the City and SRP relating to the additional construction and partial undergrounding of SRP's 230kV transmission system to support the expansion of the Intel Ocotillo campus is in the best interests of the City, its residents, and businesses.

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

Section 1. The City of Chandler is authorized to enter into an agreement with SRP substantially in the form attached hereto as Exhibit A.

Section 2. The agreement shall be in a form approved by the Chandler City Attorney.

Section 3. The Mayor is authorized to execute and deliver the agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this \_\_\_\_ day of June, 2021.

ATTEST:

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CITY CLERK

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MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No.5496 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



## **AGREEMENT**

THIS AGREEMENT (“Agreement”) is made between the City of Chandler (“City”) and the Salt River Project Agricultural Improvement and Power District (“SRP”) (City and SRP are individually “Party” or collectively “Parties”) with an Effective Date of June 24, 2021.

### **RECITALS**

- A. City is a duly formed municipal corporation of the State of Arizona.
- B. SRP is an agricultural improvement district, a political subdivision of the State of Arizona. SRP provides electric service to a distribution service area in central Arizona, which includes areas within City.
- C. On March 23, 2021, Intel announced a \$20 billion expansion to its Ocotillo campus in the Price Road Corridor. Intel’s planned expansion includes two new fabrication facilities that are expected to create more than 3,000 high-tech, high-wage jobs, 3,000 construction jobs, and 15,000 local long-term jobs. Intel’s announced expansion is reported to be the largest single capital investment in Arizona history.
- D. SRP will need to add facilities to its 230kV transmission system by the third quarter of 2023 to serve the energy requirements of the Intel expansion. City and SRP agree that the successful development of the Intel expansion and the required new transmission facilities will be beneficial to City residents as well as for current and future economic development in Chandler.
- E. SRP will seek a Certificate of Environmental Compatibility (“CEC”) to construct the needed high voltage transmission lines in South Chandler, near the Intel Ocotillo Campus. Exhibit 1, attached hereto, and incorporated herein by this reference, shows the general location of the existing SRP Schrader and Henshaw substations. SRP will seek a CEC to construct a double circuit 230kV line from the existing Henshaw substation to a new substation, currently referred to as RS28, which will be located generally east of the Old Price Road alignment on the Intel Ocotillo Campus near the intersection of Dobson Road and Chaparral Way, as generally depicted in Exhibit 2 (referenced herein as the “north/south portion”). SRP also plans to include in the CEC Application (hereinafter defined) a double circuit 230kV line from the existing Schrader substation to the new RS28 substation (referenced herein as the “east/west portion”) as generally depicted in Exhibit 3.

- F. The transmission lines to be constructed from the Henshaw substation to the RS28 substation and from the Schrader substation to the RS28 substation are collectively referred to as the “Project”.
- G. City and SRP wish to minimize the impact of the Project on Chandler residents and businesses and to minimize the potential negative impacts of the Project.
- H. City has proposed to SRP an alternative route for the east/west portion of the Project to avoid adding new overhead lines in established residential communities and has proposed terms and conditions through which City may reasonably contribute to reduce the cost and burden associated with undergrounding portions of the transmission lines.
- I. SRP will conduct a public process to determine possible routing options for the double circuit 230kV lines. Through the process, SRP will develop alternative alignments for the overhead segments of the east/west portion of the Project in such a way as to minimize impacts on existing residential neighborhoods.
- J. SRP’s standard for 230 kV transmission lines such as those proposed in this Project is by overhead installation. City as well as residents and businesses in Chandler are likely opposed to overhead installation for a portion of the Project. Accordingly, City has requested, and SRP is willing, to negotiate an agreement to reduce the impacts of the Project by undergrounding certain portions of the Project.
- K. Under some circumstances, SRP will underground facilities where other parties pay the difference in cost between the overhead installation and the underground installation of 230 kV lines. Under this policy and to minimize the potential negative impacts to City’s residents and businesses, City is willing to pay the reasonable difference between an underground installation and the cost of an overhead installation for the Project segment located from the Schrader to RS28 substations, as depicted in Exhibit 3. City is willing to pay the difference through a combination of: (i) City’s grant of perpetual easements for the Project; (ii) relocation of existing City-owned utilities; and (iii) City Aesthetic Program funds.
- L. After examining various alternatives, City and SRP believe that the best route to minimize potential negative impacts to nearby residences and businesses for the Project segment between Schrader and RS28 substations, which incorporates an underground segment, is a route that generally follows the railroad tracks east of Arizona Avenue from the Schrader substation to Chandler Heights Boulevard, then west to Alma School Road, then north to Lake Drive, then southwest on Chaparral Way to Dobson Road before entering the Intel Campus, combining underground and overhead segments. This alignment is generally depicted in Exhibit 3.

- M. SRP and City recognize the significant uncertainty about future requirements for additional electric transmission in South Chandler as industrial growth continues. For the convenience of residents and to avoid additional disruption in residential areas, the Project segments located on Lake Drive and Chaparral Way will include construction of a second duct bank to accommodate future growth. SRP and City will work cooperatively to address future transmission requirements in the area, including the potential completion of the second circuit and duct bank along the Schrader-RS28 alignment identified in Exhibit 3. The cost of future transmission infrastructure is not subject to nor part of this Agreement.
- N. SRP will configure the overhead segments of the Project for up to two circuits, at its cost, to enable future growth in the area.
- O. SRP will file an application with the Arizona Corporation Commission (the “Commission”) to seek a CEC for the double circuit 230kV lines and the RS28 substation (collectively the “CEC Application”). SRP intends to file the CEC Application on or about September 27, 2021.

## AGREEMENT

NOW THEREFORE, City and SRP agree that the preceding recitals are accurate and incorporated herein by this reference and further agree:

### ***1.0 Permitting and Construction of the Project.***

1. As set forth in this Agreement, SRP will seek permits for and will construct, if permitted, the Project in the alignments depicted in Exhibits 2 and 3. SRP will obtain all necessary permits and approvals for the Project including, but not limited to, a CEC through the Arizona Power Plant and Transmission Line Siting Committee (the “Committee”) and the Commission.
2. Consistent with this Agreement, City will support SRP’s efforts to permit and construct the Project as depicted in Exhibits 2 and 3, and will actively oppose conditions inconsistent with the terms of this Agreement, including with respect to interactions with the community, and by intervening and actively supporting SRP’s efforts before the Committee and the Commission and other permitting authorities.
3. SRP will construct the east/west portion of the Project in the alignment depicted in Exhibit 3 including undergrounding from approximately the railroad tracks east of Arizona Avenue, west on Chandler Heights Boulevard to Alma School Road, north on Alma School Road to Lake Drive, west on Lake Drive to Chaparral Way, west on



Chaparral Way to Dobson Road, and on Dobson Road to the Intel Campus contingent upon field verification by SRP of underground utilities as depicted on City plans presented to SRP. In connection with the construction:

- a. SRP will work cooperatively with City to identify the exact easement for the overhead and underground portions of the 230 kV line prior to the completion of engineering design of the 230 kV lines. SRP will locate the underground portion of the Schrader-RS28 segment of the Project in the Chandler Heights, Alma School, Lake Drive, Chaparral Way and Dobson rights-of-way. SRP will work cooperatively with City to identify pole locations on the railroad segments to minimize, as may be practicable, the proximity of the poles to existing residences subject to approval by the Committee and the Commission.
- b. SRP will obtain all easements at its expense that are not part of City right-of-way, except as otherwise provided in Section 2.0.
- c. To the extent reasonably feasible and unless alternative agreements are reached during construction, the portions of the Project not directly related to the construction of electric facilities will be designed and reviewed to meet City requirements for Capital Improvement Projects. City agrees that City will review SRP's civil plans for design and right-of-way permits within 14 business days after final and full submittal by SRP. SRP agrees to address City's comments to ensure compliance with City's regulations and standards. The plans submitted by SRP will include detailed traffic plans, construction processes, and plans to ensure that emergency vehicles can access properties along the construction route including:
  - i. Access to all adjacent land uses, including businesses and offices, along the corridor must be always maintained. If the land use has two or more driveways, solely one driveway may be restricted or closed at a time; if a land use solely has one driveway, solely one-half of the driveway may be closed during business hours.
  - ii. Any driveway closures will be limited to closure periods that do not exceed 72 hours, Monday thru Sunday inclusive.
  - iii. Any restricted access to a driveway due to construction activity within 200 feet of the driveway must have a flagger provided by the contractor to assist traffic using the driveway during construction work hours. Any work within 300 feet of a signalized intersection must have a uniformed police officer present during construction work hours.

- iv. Any open and unprotected trench area must be limited to the active work area by the contractor. An active work area is defined as the area where the contractor is working or is scheduled to work during a given workday.
  - v. Any open trench that is not in an active work area must be protected with either steel plates or temporary chain link fence segments over the trench.
  - vi. Except during active construction, any open trench without steel plates within 6 feet of traffic on a public street must have either concrete Jersey barriers or water filled Jersey barriers between the open trench and the traffic. These Jersey barriers must be connected to the adjacent barriers as recommended by the barricade company.
  - vii. SRP will coordinate its trenching and schedule the undergrounding of the 230kV lines adjacent to the Chandler Traditional Academy on Lake Drive to minimize, to the extent reasonably possible, disruption to school operations.
  - viii. SRP will construct the underground portion of the Project using open trench methods except in locations where it is technically infeasible. SRP will bore under Arizona Avenue for the location of the two duct banks crossing Arizona Avenue.
  - ix. SRP will, after a duct bank is completed and trench is backfilled with cement slurry, perform a T-top pavement replacement followed by an arterial slurry-seal over the entire half-width of the affected roadway. Where trenching affects both directions of travel, SRP will slurry-seal each half-width of roadway a minimum of 200 feet beyond the extent of trenching. City agrees to allow pavement cuts for the Project in pavement that was installed less than two years prior and will waive its right to collect pavement restoration fees for such cuts as permitted under Chandler City Code Sections 46-2.7(C) and (D).
  - x. Except as provided in this subparagraph, City agrees to exempt SRP from seasonal lane closure restrictions to enable timely construction of the underground duct bank. Seasonal lane closure restrictions will continue to apply to active arterial street and roadway intersections.
4. The underground portion of the Project described in paragraph 3 consists of a single duct bank containing eight (8) 8-inch, two (2) 3-inch, and two (2) 2-inch conduits encased in thermal concrete backfill. SRP will install a 2-cable-per-phase 230 kV conductor system with associated communication and sensing cables in the duct bank. On Lake Drive and Chaparral Way, SRP will construct a second duct bank of the

same configuration. The cables for the second duct bank will not be installed at this time.

5. As part of this Agreement and the Project, SRP must not place any pole, infrastructure, or other obstruction that in any way compromises, interferes with, or damages the visibility or aesthetics of the City of Chandler monument and landscaping located near Queen Creek Road and Old Price Road.

## 2.0 Financial Participation of Chandler

1. Consideration for Project. As consideration for the Project and the undergrounding of 230kV transmission lines for part of the Project, City will provide the following consideration as further described in this Agreement: (i) City's grant of certain permanent easements for the Project; (ii) City's relocation of existing City-owned utilities; and (iii) City's payment by use of certain SRP Municipal Aesthetic Program Funds allocated to City.

### 2. Easements.

- a. Permanent Easements. After completion of the joint technical study and assessment as provided in subparagraph 2.2(d) and permitting of the Project, and on or before the date SRP issues its notice to proceed to its contractor for the construction of the Project, City will grant certain permanent easements to SRP for: (i) the underground portion of the Project located in City right-of-way as depicted in Exhibit 3 (the "Underground Easement"); (ii) the overhead portion of the Project located in City right-of-way as depicted in Exhibit 4 ("Right-of-Way Overhead Easement"); and (iii) the overhead portion of the Project located near City-owned real property where City's Water Reclamation Facilities (hereinafter defined) are located ("Water Reclamation Facilities Overhead Easement") (Underground Easement, Right of Way Overhead Easement, and Water Reclamation Facilities Overhead Easement are collectively "Permanent Easements"). City and SRP agree City's grant of the Permanent Easements constitutes additional consideration for the Project and SRP's undergrounding of a portion of the Project and agree that the fair market value of the Permanent Easements is Four Million Five Hundred Thousand Dollars (\$4,500,000). The documents granting the Permanent Easements will be essentially in the forms attached as Exhibit 5 (Underground Easement), Exhibit 6 (Right of Way Overhead Easement), and Exhibit 7 (Water Reclamation Facilities Overhead Easement) respectively.





- b. Underground Easement. The Underground Easement will be 35 feet wide from approximately the railroad tracks east of Arizona Avenue, west on Chandler Heights Boulevard to Alma School Road, north on Alma School Road to Lake Drive, west on Lake Drive to Chaparral Way, west on Chaparral Way to Dobson Road, and on Dobson Road to the Intel Campus.
  
- c. Right of Way Overhead Easement. The Right of Way Overhead Easement will be 80 feet wide and will be located in City right-of-way for most of the Project. The Right-of-Way Overhead Easement does not apply to the portions of the Project located underground or to an overhead easement described in subparagraph 2.2(d)(i) below located near, on, or that abuts City’s Ocotillo Water Reclamation Facility and the Ocotillo Brine Reduction Facility (collectively “Water Reclamation Facilities”).
  
- d. Water Reclamation Facilities Overhead Easement. At, near, or abutting City’s Water Reclamation Facilities, the Water Reclamation Facilities Overhead Easement will follow one of two alternative alignments: (i) east of and generally parallel to Old Price Road across City-owned real property where City’s Water Reclamation Facilities are located (“East Alignment”); or (ii) at the western edge of Old Price Road (“West Alignment”). Both East and West Alignments may overlap the roadway. The Parties will work cooperatively to select the permanent easement alignment for the portion of the Project abutting the Water Reclamation Facilities after the Parties’ reasonable review and consideration of a joint technical study prepared by the Parties at SRP’s sole cost.
  - i. If the Parties select the East Alignment for the Water Reclamation Facilities Overhead Easement as provided in this subparagraph, SRP will relocate at its sole cost all Water Reclamation Facilities infrastructure and utilities necessary to complete the Project. The Parties will also work cooperatively and agree to a form of overhead easement: (i) the main purpose of which is an “aerial” easement and which includes “islands” to permit poles and other related infrastructure to be physically located on the ground; (ii) that minimizes the size and extent of any easement to limit SRP’s intrusion into and conflicting use of City’s Water Reclamation Facilities; (iii) that permits City the full and beneficial use of the easement where City’s use does not unreasonably interfere or conflict with SRP’s transmission lines; and (iv) this overhead easement (80 feet wide in total) extends 50 feet west over Old Price Road right-of-way and a maximum of 30 feet east over the City-owned parcel for the Water Reclamation Facilities. These easement limits are measured from the eastern right-of-way boundary for Old Price Road. City will grant the Water Reclamation

Facilities Overhead Easement in a form substantially similar to Exhibit 7 attached.

- ii. If the Parties select the West Alignment, City will grant SRP a Right-of-Way Overhead Easement in Old Price Road and a 30-foot wide (as measured from the eastern right-of-way boundary for Old Price Road) temporary construction easement in the form attached as Exhibit 9 on the east side of Old Price Road for the duration of the Project. City and SRP will work cooperatively to amend the form of easement attached to reflect the temporary need.

### 3. Aesthetics Funds and Utility Relocations

- a. Upon execution of this Agreement, City will contribute through commitment of its SRP Municipal Aesthetics Program allocated funds, a total not-to-exceed amount of Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) as follows:
  - i. Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000) from currently available aesthetics funds.
  - ii. A not-to-exceed amount of Twelve Million Two Hundred Fifty Thousand Dollars (\$12,250,000) in Aesthetics Advanced Funding from City's future aesthetics allocations. City's future annual allocations will be applied as payment towards the advanced funding amount until the advanced funding balance is repaid in full. Based on City's average annual Aesthetics Program allocations, the Parties anticipate that City will be able to repay the Aesthetics Advanced Funding balance within six (6) years of the Effective Date.
- b. City's Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) of Aesthetics Funds will be applied as follows:
  - i. City will fund the cost difference between overhead and underground construction of the transmission lines (without consideration of the cost for moving utilities as discussed in subparagraph 2(b)(ii) below) through City's SRP Municipal Aesthetics Program allocated funds. SRP and City agree that such cost difference (net of the fair market value of the permanent easements) is Twelve Million Five Hundred Thousand Dollars (\$12,500,000).
  - ii. For the portion of the Project to be undergrounded on Chandler Heights, Alma School, Lake Drive, Chaparral Way and Dobson roads within the dedicated

easement area, as depicted in Exhibit 3, City will, at City's expense, relocate or abandon existing City-owned underground utilities as may be necessary to provide to SRP an easement of approximately 35 feet in width, which is clear of City-owned underground utilities and obstructions. Where no feasible alternative exists, utility lines will be permitted to cross over SRP's 230kV lines in City right-of-way. City may apply City's committed Aesthetics Program Funds allocation in an amount not-to-exceed Seven Million Dollars (\$7,000,000) to reimburse City for City's underground utility relocation costs associated with the Project. City and SRP mutually agree to locate underground utilities in City right-of-way to minimize the need to relocate private facilities and obstructions. City will not be responsible to relocate utilities not owned by City. All City-owned underground utilities and obstructions will be cleared or abandoned in place no later than twelve (12) months following final approval of the Project CEC. City is responsible for City's underground utility relocation costs greater than Seven Million Dollars (\$7,000,000.00).

- c. Reimbursement for underground utility relocations cost applies solely to like-for-like relocations and excludes any form of betterment to City's utilities.
- d. SRP will issue a purchase order to City in the amount of Seven Million Dollars (\$7,000,000) for future payment of City underground utility relocation costs. Upon accumulation of City's underground utility relocation costs up to the amount described in subparagraph 2(b)(ii) above, City will submit a single invoice to SRP for reimbursement. The invoice will include sufficient auditable documentation of City's costs to demonstrate the costs incurred are those necessary to relocate City's underground utilities in support of this Project. Documentation will include contractor and vendor invoices and payment(s) made by City to such contractors and vendors. Vendor and contractor invoices will reference scope documents sufficient to demonstrate the costs are associated with City underground utility relocation costs. City proof of payment is required for consideration of reimbursement from City's Aesthetics Funds.
- e. To make the Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000) in Aesthetic Funds available for the Project, City agrees City will not seek Aesthetic Funds for current (as of July 1, 2021) or future projects that are eligible for Aesthetic Funds until the Advanced Funding balance is repaid in full.
- f. SRP will not require City to utilize City's Aesthetics Funds to repay the Seven Hundred Two Thousand One Hundred Sixty Dollars and Seventy-Eight Cents (\$702,160.78) in previously incurred SRP design costs associated with the

remaining canceled 12kV distribution projects that resulted from the Price Road Corridor agreement as listed in Exhibit 8.

### **3.0 *Henshaw to RS28 230kV Lines***

SRP agrees that the double circuit 230kv line from the Henshaw substation to the Intel property will be located on the Old Price Road alignment, subject to approval by the Commission, if there are no obstructions that prevent standard overhead construction techniques from being utilized at the time the line is to be built and the right of way is available at a cost comparable to other installation alternatives. City agrees to support the Old Price Road route with all community stakeholders and landowners along the route.

### **4.0 *Agreement Term***

This Agreement begins on the Effective Date and will have a term that ends on completion of Project construction and payment by Chandler as set forth in this Agreement.

### **5.0 *Additional Provisions***

1. With this Project, SRP is making a one-time exception to its Municipal Aesthetics Fund policies to fund 230kV undergrounding costs and utility relocation costs incurred by City. SRP makes this exception recognizing underground 230kV installations have limited flexibility to avoid existing utilities. SRP and City recognize the unique technical constraints applicable to this Project. The waiver of policies by either party under this Agreement and Project solely applies to this Agreement and Project and does not constitute a waiver of or change to either party's ongoing policies.
2. This Agreement and the exception to SRP's Municipal Aesthetics Fund policies are subject to approval by its Board of Directors. This Agreement is subject to the approval the Chandler City Council and conditioned on the approval of the Project CEC by the Commission.
3. Notices under this Agreement may be sent by email, US Mail, or hand delivery to:

If to City:  
City of Chandler, Attn: City Manager  
Post Office Box 4008, MS 605  
Chandler, AZ 85244-4008  
Email: [josh.wright@chandleraz.gov](mailto:josh.wright@chandleraz.gov)



With a copy to:  
Chandler City Attorney Office  
Attn.: Chandler City Attorney  
Post Office Box 4008, MS 602  
Chandler, AZ 85244-4008  
Email: legal.notices@chandleraz.gov

If to SRP:  
Salt River Project Agricultural Improvement and Power District  
Attn: Senior Director Power Delivery  
1500 North Mill Avenue  
P.O. Box 52025  
Phoenix, Arizona 85072  
Email: Chris.janick@srpnet.com

With a copy to:  
Salt River Project Agricultural Improvement and Power District  
Attn: Chief Legal Executive  
1500 North Mill Avenue  
P.O. Box 52025  
Phoenix, Arizona 85072  
Email: Michael.o'connor@srpnet.com

4. If any provision of this Agreement is declared void or unenforceable, such provision will be deemed severed from this Agreement and this Agreement will otherwise remain in full force and effect. Notwithstanding the foregoing sentence, however, this Agreement will retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement provides essentially the same rights and benefits (economic and otherwise) to City and SRP as if such severance and reformation were not required. City and SRP further agree, in such circumstances, to do all acts and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed. If the Agreement cannot be retroactively reformed in such a way that it provides essentially the same rights and benefits to City and SRP then either City or SRP may terminate the Agreement without further rights or liabilities to the other than those that expressly survive termination.
5. In the event it becomes necessary for either City or SRP to employ legal counsel or to bring an action at law or other proceedings for the other party's material breach of the terms, covenants, or conditions of this Agreement, the non-prevailing party will pay the prevailing party's reasonable expenses, including, but not limited to, expert



witness fees, court costs, litigation and appeal expenses, and reasonable attorney fees incurred because of the material breach.

- 6. This Agreement and all exhibits thereto constitute the entire agreement between City and SRP regarding its subject matter. All prior and contemporaneous agreements, representations, and understandings of City and SRP, oral or written, are hereby superseded and merged herein. In the event of a conflict between the text of this Agreement and the attached or incorporated Exhibits, the text of this Agreement will control. A conflict among the incorporated Exhibits will be resolved by the more specific Exhibit over the more general Exhibit unless the context explicitly requires otherwise.

- Exhibit 1** – Schrader and Henshaw Substation Existing Location
- Exhibit 2** – 230 kV transmission line alignment Henshaw to RS28 (north/south portion)
- Exhibit 3** – 230 kV transmission line alignment Schrader to RS28 (east/west portion)
- Exhibit 4** – Depiction of Particular Permanent Easement
- Exhibit 5** – Permanent Underground Easement form
- Exhibit 6** – Permanent Right-of-Way Overhead Easement form
- Exhibit 7** – Permanent Water Reclamation Facilities Overhead Easement form
- Exhibit 8** -- Remaining Canceled 12kV Distribution Projects from the Price Road Corridor Agreement.
- Exhibit 9** – Temporary Construction Easement form (if necessary, to construct West Alignment)

- 7. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 8. Arizona Revised Statutes sec. 38-511 applies to this Agreement.

Signed with an Effective Date of June 24, 2021.

**Salt River Project Agricultural Improvement and Power District**

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest:

\_\_\_\_\_  
John Felty  
Corporate Secretary

**City of Chandler, an Arizona municipal corporation**

\_\_\_\_\_  
By Mayor Kevin Hartke  
Mayor

Attest:

\_\_\_\_\_  
By \_\_\_\_\_  
City Clerk

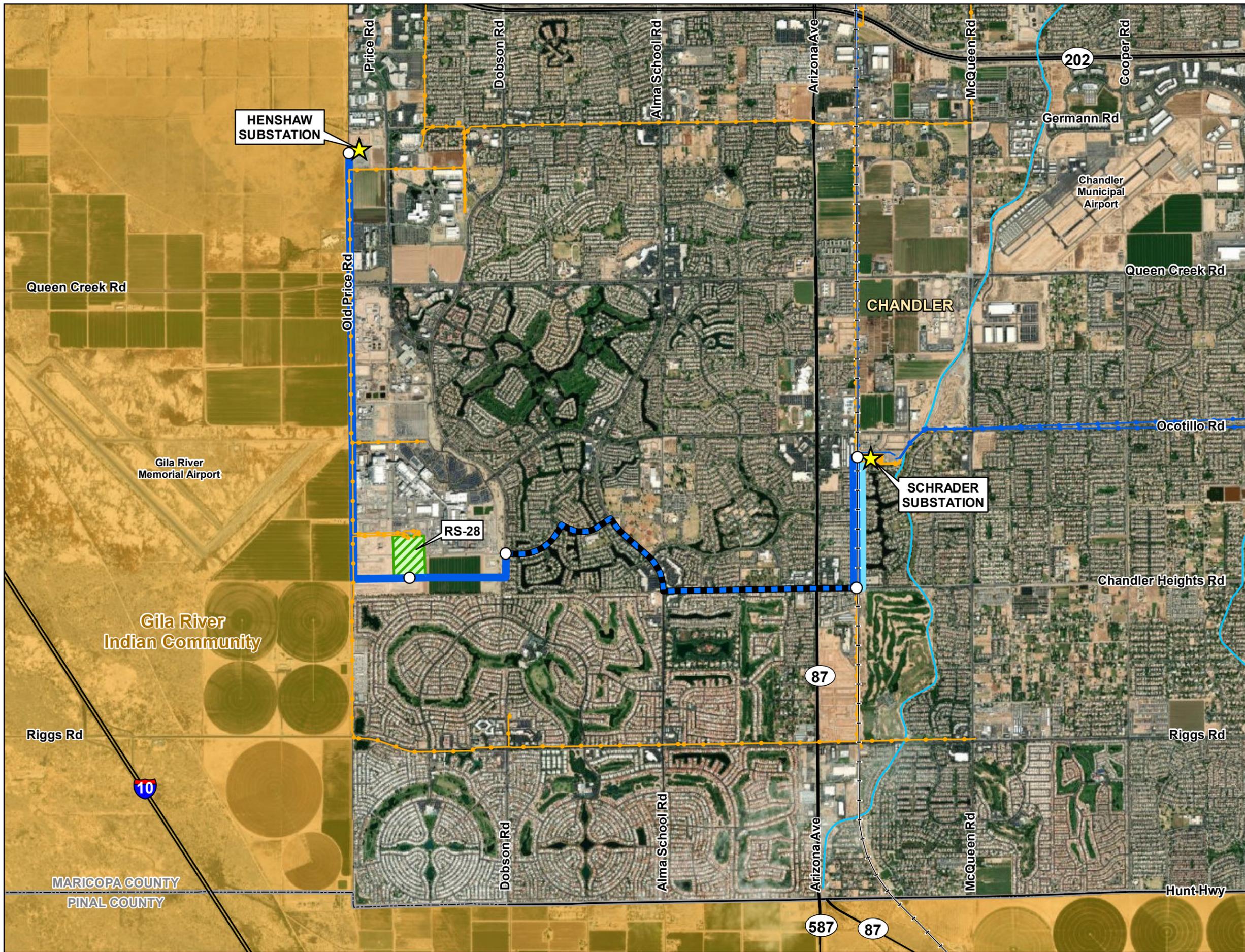
Approved as to form:

\_\_\_\_\_  
By City Attorney



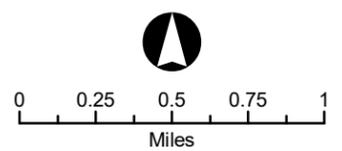
**Exhibit 1**

Schrader and Henshaw Substation Existing Location



**Legend**

- Node (Origin or Terminus)
  - ★ Existing Substation
  - ▨ RS-28 Site
  - Existing 230kV
  - Existing 69kV
  - Overhead Route Options
  - Underground Route
  - Overhead Alternative Route Option
  - Interstate or State Highway
  - Railroad
  - Canal
  - County Boundary
- Jurisdictional Land Ownership
- Gila River Indian Community



State Plane Coordinate System  
 NAD 83, Arizona Central  
 Linear Unit: Foot US

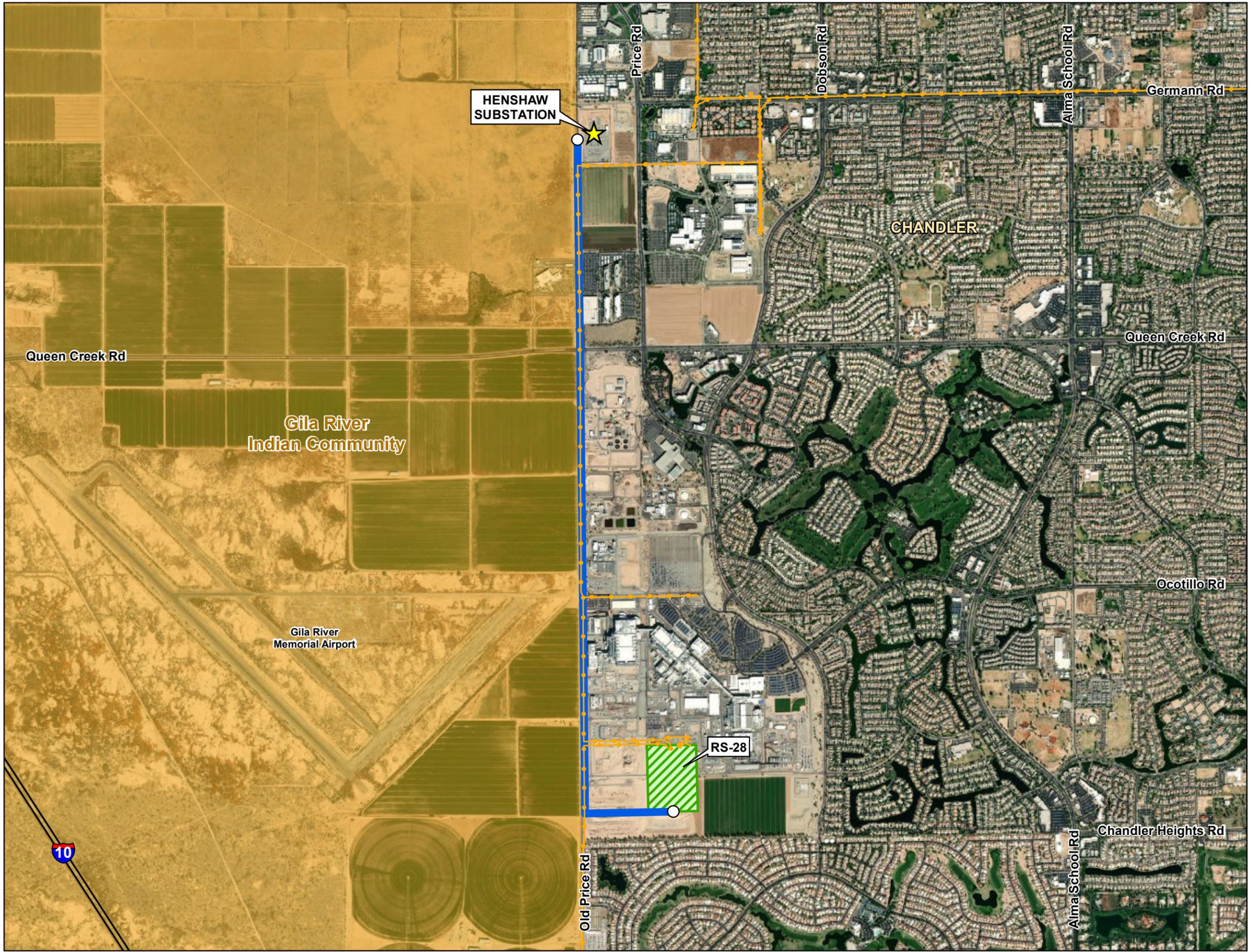


**HIGH-TECH  
 INTERCONNECTION PROJECT (HIP)**  
 Exhibit 1 Schrader and Henshaw  
 Substation Existing Location

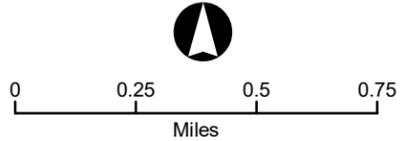
Map Extent: Maricopa & Pinal County, AZ

**Exhibit 2**

230 kV transmission line alignment Henshaw to RS28 (north/south portion)



- Legend**
- Node (Origin or Terminus)
  - ★ Existing Substation
  - ▨ RS-28 Site
  - Existing 69kV
  - Henshaw to RS-28 Overhead Route
  - Interstate
- Jurisdictional Land Ownership**
- Gila River Indian Community



State Plane Coordinate System  
 NAD 83, Arizona Central  
 Linear Unit: Foot US



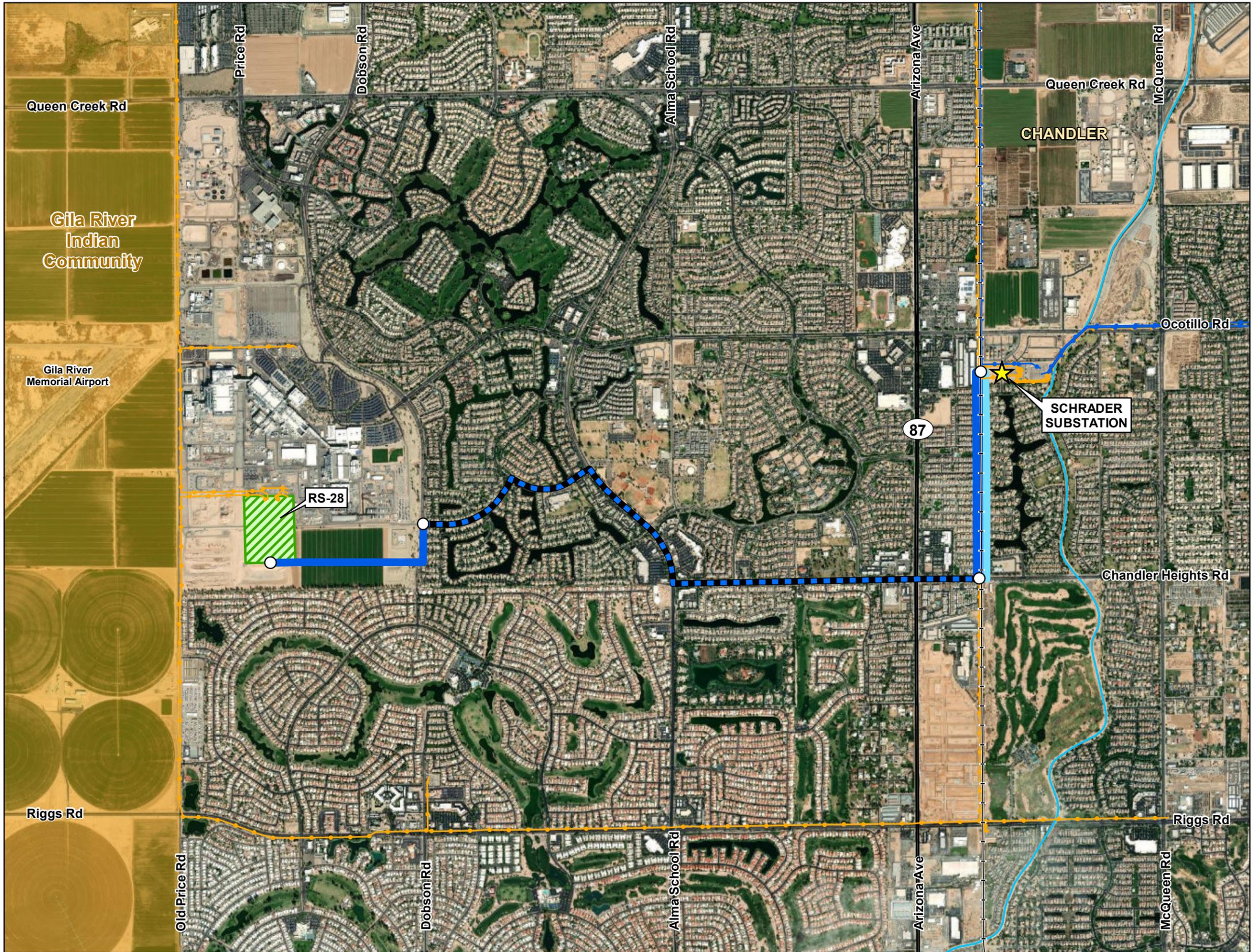
**HIGH-TECH  
 INTERCONNECTION PROJECT (HIP)  
 Exhibit 2 230 kV Transmission Line  
 Alignment Henshaw to RS-28  
 (North/South Portion)**

Map Extent: Maricopa & Pinal County, AZ

Date: 6.11.21	Author: sjw
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**Exhibit 3**

230 kV transmission line alignment Schrader to RS28 (east/west portion)



**Legend**

- Node (Origin or Terminus)
- ★ Existing Substation
- ▨ RS-28 Site
- Existing 230kV
- Existing 69kV
- Schrader to RS-28 Overhead Route
- Underground Route
- Overhead Alternative Route Option
- State Highway
- Railroad
- Canal

Jurisdictional Land Ownership

- Gila River Indian Community



State Plane Coordinate System  
 NAD 83, Arizona Central  
 Linear Unit: Foot US



**HIGH-TECH  
 INTERCONNECTION PROJECT (HIP)  
 Exhibit 3 230 kV Transmission Line  
 Alignment Schrader to RS-28  
 (East/West Portion)**

Map Extent: Maricopa & Pinal County, AZ

Date: 6.11.21 Author: sjw

**Exhibit 4**

Depiction of Particular Permanent Easement

Queen Creek Rd

Gila River  
Indian Community



**HIGH-TECH  
INTERCONNECTION PROJECT (HIP)**

**Exhibit 4A Water Treatment Facility  
Easement Option 1**

Map Extent: Maricopa County, AZ

Date: 6.12.21

Author: sjw

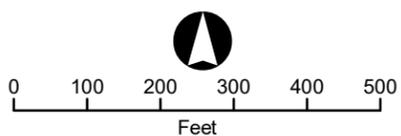
**Legend**

- Existing 69kV
- Gila River Indian Community

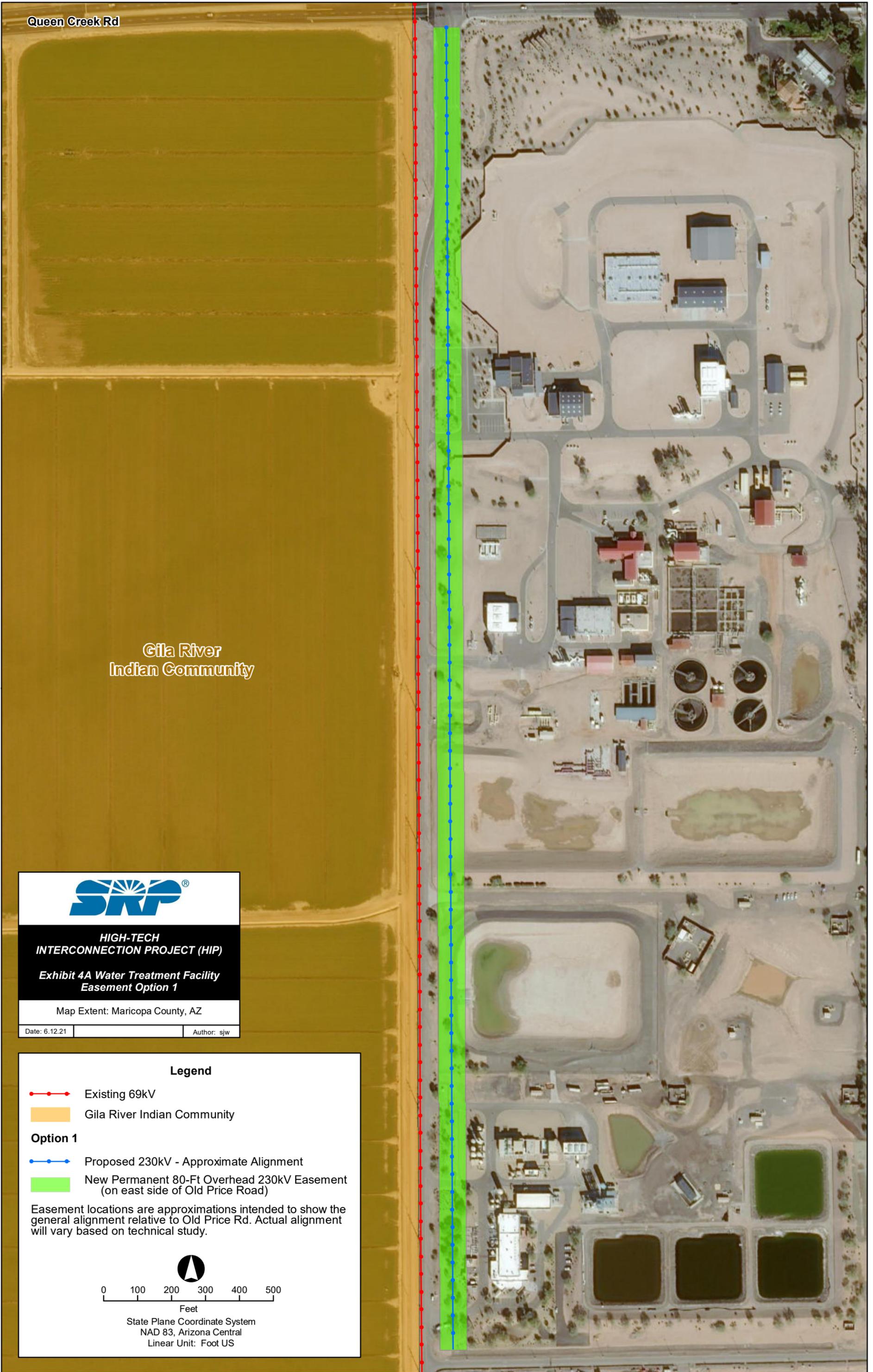
**Option 1**

- Proposed 230kV - Approximate Alignment
- New Permanent 80-Ft Overhead 230kV Easement (on east side of Old Price Road)

Easement locations are approximations intended to show the general alignment relative to Old Price Rd. Actual alignment will vary based on technical study.



State Plane Coordinate System  
NAD 83, Arizona Central  
Linear Unit: Foot US



Queen Creek Rd

Gila River  
Indian Community



**HIGH-TECH  
INTERCONNECTION PROJECT (HIP)**

**Exhibit 4B Water Treatment Facility  
Easement Option 2**

Map Extent: Maricopa County, AZ

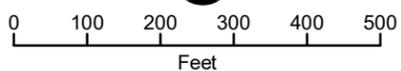
Date: 6.12.21

Author: sjw

**Legend**

-  Gila River Indian Community
- Option 2**
-  Proposed 230kV – Replaces Existing 69kV Alignment
-  New Permanent 80-Ft Overhead 230kV Easement (on west side of Old Price Road)
-  Temporary 30-Ft Overhead 69kV Easement (on east side of Old Price Road)

Easement locations are approximations intended to show the general alignment relative to Old Price Rd. Actual alignment will vary based on technical study.



State Plane Coordinate System  
NAD 83, Arizona Central  
Linear Unit: Foot US



**Exhibit 5**

Permanent Underground Easement form  
(to be added later)

**Exhibit 6**

Permanent Right-of-Way Overhead Easement form  
(to be added later)

**Exhibit 7**

Permanent Water Reclamation Facilities Overhead Easement form  
(to be added later)

**Exhibit 8**

Remaining Canceled 12kV Distribution Projects

**CANCELLED AESTHETICS 12KV PROJECTS WITH SRP INCURRED COSTS**

<b>SRP JOB #</b>	<b>SRP COSTS</b>
T2089484	\$146,132.88
T2089480	\$24,528.37
T2092863	\$66,628.28
T2092861	\$6,631.23
T2092941	\$39,223.26
T2092936	\$18,237.97
T2093024	\$122,958.07
T2092998	\$26,741.59
T2101544	\$92,090.89
T2101549	\$21,951.09
T2099303	\$92,424.63
T2099298	\$26,521.50
T2105041	\$6,691.94
T2105134	\$6,341.65
T3003639	\$5,157.43
<b>TOTAL COSTS INCURRED BY SRP</b>	<b>\$702,160.78</b>

**Exhibit 9**

Temporary Construction Easement Form  
(to be added later)



**City Council Memorandum    Cultural Development    Memo No. CD 21-045**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
 Debra Stapleton, Assistant City Manager  
 Kim Moyers, Cultural Development Director  
**From:** John Owens, Downtown Redevelopment Specialist  
**Subject:** Purchase of Downtown Sidewalk Re-Coating Services

**Proposed Motion:**

Move that City Council approve the purchase of downtown sidewalk re-coating services, from Creative Paving Solutions, Inc., utilizing the City of Scottsdale Contract No. 20PB033, in an amount not to exceed \$200,000, and authorize the City Manager or designee to sign a linking agreement with Creative Paving Solutions, Inc.

**Background/Discussion:**

In 2015, the City of Chandler used Creative Paving to coat the sidewalks throughout the Historic Square in Downtown Chandler in an effort to beautify and enhance the area. Working with the Downtown Chandler Community Partnership, downtown stakeholders, and the wider community, the coating material and color were selected through a survey and test application process. The Historic Square has experienced significant growth and an increase in foot traffic. As a result, the coating has deteriorated and is in need of re-coating. This work will take place over the course of the summer. Downtown Redevelopment staff will work with business owners, property owners, and the Downtown Chandler Community Partnership to coordinate the timing of work and to minimize the impact on businesses. The re-coating itself will take place in the early morning, prior to the opening of downtown businesses, to further mitigate impacts.

**Evaluation:**

The City of Scottsdale, a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.), competitively solicited and awarded a contract for decorative pavement maintenance. The City is a member of S.A.V.E. and is eligible to utilize S.A.V.E. contracts cooperatively. The term of the City of Scottsdale contract is valid through May 28, 2022, and contains provisions for extensions through May 28, 2025.

**Financial Implications:**

Cost: Not to exceed \$200,000

**Fiscal Impact**

<b>Account No.</b>	<b>Fund Name</b>	<b>Program Name</b>	<b>Dollar Amount</b>	<b>CIP Funded Y/N</b>
401.4320.5818.0.6CA619	General Gov't Capital Projects	Downtown Redevelopment	\$200,000	Y

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**City Council Memorandum    Cultural Development    Memo No. CD 21-043**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
Debra Stapleton, Assistant City Manager  
Kim Moyers, Cultural Development Director  
**From:** John Owens, Downtown Redevelopment Specialist  
**Subject:** Resolution No. 5493, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2021-2022 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of \$118,804.

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**Proposed Motion:**

Move City Council pass and adopt Resolution No. 5493, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2021-2022 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of \$118,804.

**Background:**

At the City Council meetings of March 25, 2021, and May 13, 2021, the Mayor and City Council took all actions necessary to renew the EMSD. Staff is requesting approval of an EMSD Agreement with the Downtown Chandler Community Partnership (DCCP). Through this action, the DCCP is designated as the entity to manage and operate programs in the EMSD.

**Discussion:**

The DCCP's primary responsibilities include representing EMSD rate payers, preparing an annual EMSD budget, and developing a work plan outlined from the goals in the attached Exhibit B.

The agreement also details the City's participation in the EMSD. Financially, the City of Chandler voluntarily contributes \$118,804 to the EMSD. The agreement also identifies how payments will be made from the City to the DCCP, both for City funds and for funds obtained through the assessment of private property owners through the Maricopa County Assessor's Office. Finally, the agreement outlines the baseline of City-provided services that will be delivered during the term of the agreement.

The DCCP participated in the development of the agreement, including providing a budget and work plan for the upcoming year. The DCCP Executive Board has officially approved the content of this agreement and looks forward to continuing as the administrator of the EMSD.

Should Mayor and Council pass and adopt Resolution No. 5493, staff will process a check to the DCCP in order to provide them with the first City voluntary payment prior to July 15, 2021, as specified by the agreement.

**Financial Implications:**

Assessments for privately-owned property in the District total \$186,497. Staff has forwarded the Assessment Roll to Maricopa County for inclusion in the fall property tax bills. The City's voluntary contribution of \$118,804 has been included in the Downtown Redevelopment budget for Fiscal Year 2021-2022. The total amount of the EMSD budget for Fiscal Year 2021-2022 is \$305,301.

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### **Attachments**

Resolution No. 5493 with Contract and Exhibits

**RESOLUTION NO. 5493**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ENHANCED MUNICIPAL SERVICES DISTRICT AGREEMENT FOR FISCAL YEAR 2021-2022, BETWEEN THE CITY OF CHANDLER AND THE DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, AND AUTHORIZING THE CITY'S VOLUNTARY CONTRIBUTION IN THE AMOUNT OF \$118,804.

WHEREAS, the Mayor and Council of the City of Chandler, Arizona (the "City"), initiated a district known as City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District (the "District") by the adoption of Resolution No. 3905 (the "Resolution of Intention"); and

WHEREAS, the Mayor and Council did make an annual statement and estimate of the expenses of the District for the fiscal year commencing July 1, 2021 and ending June 30, 2022; and did assess the total sum upon the several lots within the District; and

WHEREAS, Mayor and Council adopted Resolution No. 5475 approving the 2021-2022 annual assessment for the Downtown Chandler Enhanced Municipal Services District; and

WHEREAS, the Downtown Chandler Community Partnership ("DCCP") is designated the entity to manage and operate programs in the District through the annual renewal of the Downtown Chandler Enhanced Municipal Services Agreement (the "Agreement"); and

WHEREAS, the Enhanced Municipal Services District functions of representing district ratepayers, developing the annual District budget and work plan, and monitoring performance and provision of District services have been maintained; and

WHEREAS, said Agreement has been modified from the prior year contract to change how reserves are accounted for, and how unused funds from the prior year are programmed; and

WHEREAS, said Agreement describes a work program to be performed by the District and City maintained baseline service levels for the period beginning July 1, 2021 and ending June 30, 2022; and

WHEREAS, said Agreement pledges the City's commitment to pay a voluntary contribution to the District and identifies two equal installments to be made to the DCCP on or before July 15, 2021 and January 15, 2022; and

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

Section 1. Approves the annual Downtown Chandler Enhanced Municipal Services Agreement for Fiscal Year 2021-2022, in the form attached hereto as Exhibit A, and authorizes the Mayor to execute the Agreement on behalf of the City.

Section 2. Authorizes the City to pay to the DCCP, as a voluntary contribution to the District, the total sum of \$118,804.00 in two equal installments in accordance with the schedule of payments set forth in the Agreement.

Section 3. Directs the City Clerk to certify the fact and date of such approval on the duplicate copies of the Downtown Chandler Enhanced Municipal Services Agreement.

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. 5493 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

Exhibit A

Downtown Chandler Enhanced Municipal Services Agreement for Fiscal Year 2021-2022

## **DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES AGREEMENT FOR FISCAL YEAR 2021-2022**

THIS AGREEMENT is entered into effective July 1, 2021, by and between the CITY OF CHANDLER, an Arizona municipal corporation (the "City"), and DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, an Arizona non-profit corporation (the "DCCP").

### **RECITALS**

WHEREAS, the City desires to obtain certain enhanced municipal services for a portion of the downtown area of Chandler, and, pursuant to the authority granted under Section 48-575 of the Arizona Revised Statutes, has established the Downtown Chandler Enhanced Municipal Services District by Resolution No. 3905 to fund such services within the geographic area described therein and depicted in attached Exhibit "A" (the "District"), and has established an assessment for properties within the District to fund such enhanced services; and

WHEREAS, the DCCP is willing and able and desires to provide such enhanced municipal services for the District;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties contained herein, each of them does hereby covenant and agree with the other as follows:

### **SECTION 1** **SCOPE OF SERVICES**

1.1. **Purpose.** The purpose of this Agreement is to establish and carry out a strategy for providing enhanced municipal services within the District, including management, promotion and security services, so as to increase the economic and civic value of the downtown area of Chandler.

1.2. **Description of Services.** During the term of this Agreement and in order to further the purpose of this Agreement, the DCCP shall perform the enhanced municipal services described in attached Exhibit "B", which at a minimum shall include the services described in Sections 1.3 through 1.5 below.

1.3. **Marketing and Promotions.** The DCCP shall promote the District, including all of its individual market and geographic segments, through the development and implementation of, including but not limited to: publications; facilitating the production by others of special events and festivals; and advertising and publicity.

1.4. **Safety and Beautification.** The DCCP shall develop programs that improve the physical environment of the District and enhance public safety services. In addition, the DCCP shall provide supplemental projects including street banners, informational directories, building light lines and annual holiday light displays. Additionally, general maintenance and coordination with the City of Chandler to ensure a safe, well maintained and appealing atmosphere.

1.5. **Downtown Management Assistance.** The DCCP shall be the point of contact on a daily basis for issues affecting District ratepayers so that matters can be coordinated and addressed appropriately.

1.6. **Compliance with Laws.** In providing any and all of the services described in this Agreement, the DCCP shall comply with all applicable laws, ordinances and codes of the United States, the State of Arizona, and the City of Chandler.

1.7. **General Administration.** The DCCP shall maintain high standards in the conduct of its internal and external business affairs, and shall maintain a high public integrity.

1.8. **Coordination With The City.** In order that this Agreement may be considered for renewal for fiscal year 2021-2022, the DCCP shall:

a. Provide, for approval by the City, (i) any recommended modifications to the description of the scope of services described in attached Exhibit "B" or otherwise described in this section 1 of this Agreement, (ii) a detailed operating budget that meets the modified scope of services, (iii) an accounting of anticipated and existing carryforward and how it will be utilized during the timeframe of this agreement. The proposed modifications and the operating budget including carryforward shall be submitted to the City by March 26, 2021 and the City shall take action on both items on June 25, 2021.

b. Provide, for the term of this Agreement, the DCCP shall provide two progress reports to the City in the months of January and June of each year.

c. Provide monthly financial statements and an independent audit report (every other year) of expenditures and program compliance within one hundred twenty (120) days following the end of the fiscal year covered by this Agreement and within ninety (90) days following the termination of this Agreement. The year the audit is not conducted, a financial review will be completed. The City may also choose to perform its own audit. The financial statements and audit shall utilize fund accounting and distinguish between restricted and unrestricted revenues per the Financial Accounting Standards Board Accounting Standards Codification (ASC) 958 as follows:

1. *Unrestricted Net Assets:* Those funds that have no donor or contributor stipulations. These include member dues and prior savings from pre-District fundraising done by DCCP. If this contract is not renewed, all funds in this category are retained by the DCCP.

2. *Temporarily Restricted Net Assets:* Those funds that have donor-imposed restrictions that can be fulfilled in one of two ways – passage of a defined period of time (time restricted) or by performing defined activities (purpose restricted). This includes assessment revenues, the voluntary City contribution, sponsorships, and event income for those events funded and/or staffed by the District. Temporarily restricted assets may only be used for District purposes in line with the duties outlined in Sections 1.3 through 1.5, not general DCCP purposes. Any monies

carried forward in to the next fiscal year from this category, will remain in this classification. If this contract is not renewed, all funds in this category must be returned to the City.

3. *Permanently Restricted Net Assets:* Those funds that are donated for a specific and restricted use, such as an endowment. Currently, no such assets exist in the District and disposition of any funds secured during the term of this contract will be decided between the parties.

d. Provide assistance to the Maricopa County Assessor, the Maricopa County Treasurer, and the City in the assessment of the District. DCCP shall be responsible for maintaining an accurate roll of land use and property ownership information, the development of proposed assessment lists, and the scheduling of events leading to assessment hearings and other appropriate public hearings and notifications to be conducted during the fiscal year covered by this Agreement for the next fiscal year.

1.9. **Continuance of City Service Levels.** The City shall continue to provide within the District the same level of municipal services as described in attached Exhibit "C".

## **SECTION 2** **EFFECTIVE DATE**

2.1. **Term.** This Agreement shall be for the City's fiscal year beginning July 1, 2021 and ending June 30, 2022.

## **SECTION 3** **COMPENSATION**

3.1. **Remittance of Assessments.** The City agrees to remit to the DCCP, for the services to be rendered by it under this Agreement, an amount equal to the annual assessment of the Chandler Enhanced Municipal Services District as collected and distributed by the Maricopa County Treasurer for fiscal year 2021-2022. Payments by the City shall be made to the DCCP when received by the City from the Maricopa County Treasurer.

3.2. **Voluntary Contribution.** The City shall pay to the DCCP a voluntary contribution of \$118,804 (one hundred eighteen thousand, eight hundred and four dollars) in two equal installments, the first on or before July 15, 2021, and the second on or before January 15, 2022.

3.3. **Reserve Fund.** The DCCP shall establish a contingency fund as a reserve to use as operating funds for fiscal year 2021-2022. The reserve will be sufficient enough to use as operating funds until such time that the City receives assessment funds from Maricopa County. The DCCP Board may set and carry a reserve level not to exceed 20% of that years' assessment. If the DCCP Board wishes to accumulate funds for a specific project in addition to the 20% reserve, a written proposal may be submitted to the City for consideration. Upon City approval, Temporarily Restricted Funds may be earmarked for the project; however, if the project does not move forward in the agreed upon timeframe, the monies will be returned to the general Temporarily Restricted Funds and the reserve spent down.

**SECTION 4**  
**INSURANCE AND INDEMNIFICATION**

4.1 **Indemnification:** The DCCP agrees to indemnify, defend and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs or actions of any kind and nature resulting from personal injury (including bodily injury and death) to any person, including employees of the DCCP or any subcontractor or consultant of the DCCP employed by the DCCP, or damage to any property, arising or alleged to have arisen out of the negligent performance of the DCCP for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. It is the intention of the parties to this contract that the City, its Mayor and Council, appointed boards and commissions, officials, officers and employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

4.2 **Insurance:** The DCCP shall provide insurance coverage in the amount and type, and subject to the conditions, as set forth in attached Exhibit "D".

**SECTION 5**  
**TERMINATION**

5.1. **Automatic Termination.** This Agreement shall terminate automatically if either of two conditions applies:

- a. At the end of the fiscal year covered by this Agreement if the DCCP budget is not approved and/or renewal of the Agreement is not approved by the Chandler City Council.
- b. The DCCP ceases to exist.

5.2. **Optional Termination.** Either party may terminate this Agreement during its term upon giving the other party at least sixty (60) days written notice of such desired termination.

5.3. **Effect of Early Termination.** Upon early termination of this Agreement, the assets of the DCCP shall become the assets of the City, with the exception of the verified Unrestricted Net Assets, and the City's voluntary contribution shall be terminated immediately.

**SECTION 6**  
**MISCELLANEOUS PROVISIONS**

6.1. **Binding Agreement; Assignment:** This Agreement shall be binding upon the successors and assigns of the parties. However, no party shall have the right to assign this Agreement or any interest in this Agreement without the prior written consent of the other party.

6.2. **Notices:** Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, return receipt requested, pre-paid to the parties as specified below.

If to the City:                      City of Chandler  
City Manager's Office  
Mail Stop 605  
P.O. Box 4008  
Chandler, AZ 85244-4008

City of Chandler  
Cultural Development  
Mail Stop 498  
P.O. Box 4008  
Chandler, AZ 85244-4008

If to the DCCP:                      Downtown Chandler Community Partnership  
100 W. Boston Street, Suite 5  
Chandler, AZ 85225

6.3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement has been made and entered into in Maricopa County, Arizona.

6.4. **Waiver.** No waiver by either party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

6.5. **Attorney's Fees.** In the event of any actual litigation between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and fees, including reasonable attorney's fees, which shall be determined by the court and not by the jury.

6.6. **Exhibits.** The exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

6.7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

IN WITNESS WHEREOF, the City has caused this agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and DCCP has signed the same on or as of the day and year first written above.

**CITY OF CHANDLER**, an Arizona municipal corporation

By: \_\_\_\_\_  
Kevin Hartke, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney TA

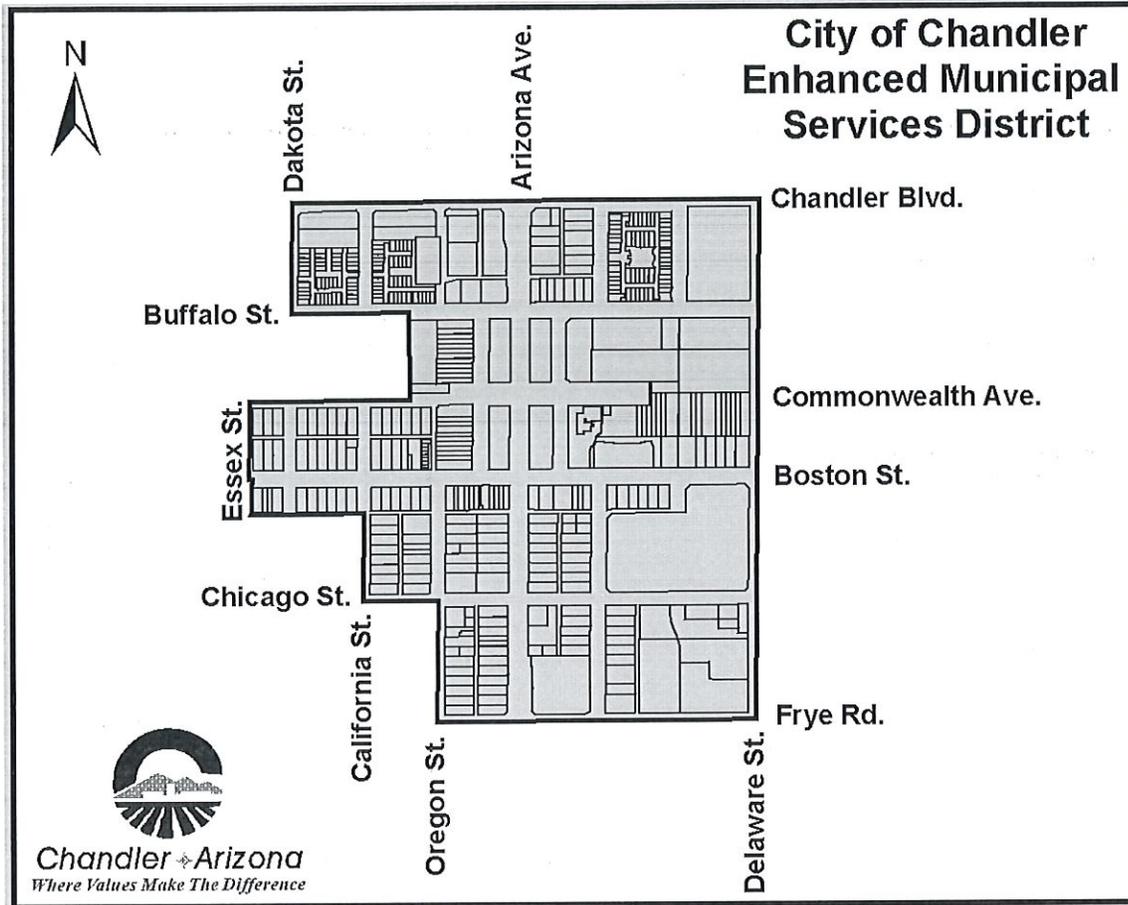
**DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP**, an Arizona non-profit corporation

By: \_\_\_\_\_  
Peter Sciacca, President

**ATTEST:**

\_\_\_\_\_

Exhibit A

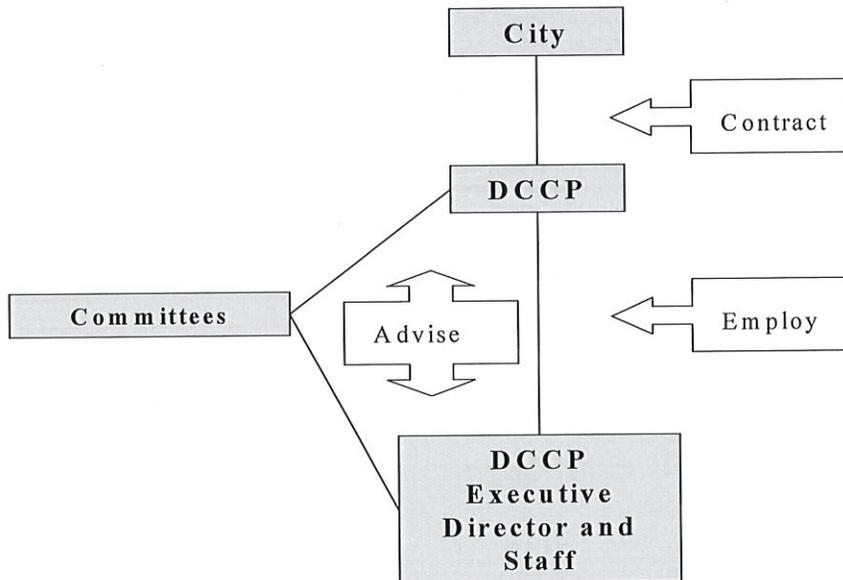


## EXHIBIT B

### DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT OPERATING PLAN FISCAL YEAR 2021-2022

- (1) **Organizational Structure:** The primary activities to be undertaken in the Enhanced Municipal Services District include Marketing and Promotions, Enhanced Public Safety and Downtown Management. The Downtown Chandler Community Partnership (DCCP) will maintain a Board of Directors, Executive Committee, and Stakeholder meetings to further efforts in providing a multifaceted unified downtown organization.

#### D o w n t o w n E M S D



- (2) **Accountability:** The DCCP will maximize accountability to downtown property and business owners through active working stakeholder committees that will provide advice and ideas with DCCP Board input. The DCCP staff will:
- Develop and recommend an annual District budget and work plan to the DCCP board. DCCP staff will then present the budget and work plan to the City of Chandler.
  - Serve as a liaison between downtown property and business owners and the DCCP board.

- Manage, plan and execute all aspects of DCCP responsibilities and duties and monitor the performance and provision of District services.
  - The Board of Directors Executive Committee will provide input into the annual personnel evaluation of the DCCP Executive Director.
- (3) **Board Governance, Annual Meetings:** The DCCP shall represent all ratepayers within the District. A mix of large and small property and/or business owners will be sought, as well as different use types including office, retail, hotel, restaurants, services, to serve on the various committees. The DCCP Board of Directors oversees the affairs, finances, business and property of the non-profit corporation and the Executive Director shall manage the daily operations for the district. The DCCP Board of Directors serves to specifically represent the constituents of the EMSD. Regular meetings of the Board of Directors shall be held at least nine (9) times a year. An Annual meeting of the Board of Directors shall be held each year between May and June.
- (4) **Planned Activities for FY2021/22: Surveys, Communications and Financial Audit:** In order to maximize accountability to assessment payers, the District shall utilize at a minimum the following procedures that are common to enhancement districts generally:
- The proposed work program and budget for the upcoming year will be presented to the Board of Directors for approval prior to submittal to the City;
  - Monthly financial statement will be reviewed and approved by the Board of Directors;
  - An annual assessment payer satisfaction survey to determine areas of strength, weakness and opportunity within the work program;
  - A bi annual independent audit of the use of District funds.
  - A bi annual audit will be completed in line with contract requirements.

Planned Activities for FY2021/22

- Distribute monthly newsletters to merchants and property owners to notify them of upcoming meetings, events, project updates and current information.
  - Hold a minimum of three merchant and property owner meetings to provide current information and receive feedback from District stakeholders.
  - Maintain a current online calendar of all committee, board and special event meetings and is available to district merchants and property owners.
  - Conduct surveys to gain feedback on events held throughout the year will be distributed to merchants and property owners.
- (5) **District Programs:** Working with the Downtown businesses, the DCCP will provide programs for the term of this contract to promote Downtown. The DCCP may amend

program activities in subsequent years within the general categories authorized by state law and in the annual operating plan and budget. Based upon feedback from Downtown stakeholders, the following programs will be undertaken for the Downtown Chandler Enhanced Municipal Services District:

- ***Marketing, Promotions and Special Events:*** Initiatives will be undertaken to enhance the overall image and marketability of Downtown Chandler to attract a wide array of consumers and promote Downtown shops, restaurants, lodging, recreation and other attractions. Projects will include:
  - Public relations to raise regional awareness of Downtown and its unique restaurants, shops, and attractions.
  - Map and Directory to help consumers find their way around Downtown and to locate specific venues.
  - Collaborative marketing among the various merchants and vendors in order to leverage marketing funds and resources.
  - Downtown website that maintains current information on Downtown businesses, special events and contact information for Downtown personnel and services.
  - Promotional support for special events that attract consumers and convey a positive image for Downtown.
  - Create opportunities to further or augment Downtown business success.
  - Collaboration of marketing efforts to raise awareness of parking availability for employees, customers and visitors.
  - Develop and support downtown brand and marketing strategies
  - Manage all social media platforms in promoting special events, promotions, downtown businesses and programs for the DCCP.
  - Utilize streetscape fixtures such as kiosks and banners for promotional campaigns, keeping in conformance with current memorandum of understandings.

Planned Activities for FY2021/2022:

- Develop and manage a multitude of marketing, advertising and communication channels promoting the goods and services of downtown, including monthly Stakeholder Newsletter, Promotional Monthly Newsletter; various Social Media pages, Special Event production and the DCCP website. Create and look for additional marketing opportunities as needed.

- Coordinate programming of cost-effective events that create interest in and attraction of Downtown Chandler.
- Continue to collaborate with City staff on the programming and cost effective use the stage.
- Website development plan with Geocentric to provide a strong content management system in delivering interactive business deals/offers, host a page for each downtown business and mapping features.
- **Business Development:** To improve perceptions and the general experience of the downtown for visitors and business and property owners, the DCCP will work to ensure a safe, well maintained and appealing atmosphere. The DCCP in collaboration with the stakeholders will explore services beyond those currently provided by the City including:
  - **Public Safety:** The District will maintain ongoing communications with law enforcement as well as with Downtown business and property owners and other constituents to enhance the level of safety in Downtown.
  - **Improve Aesthetic Environment:** Working with the City, the DCCP will look for opportunities to improve lighting, common areas, street features, pedestrian walkability and amenities to create and maintain a safe and attractive environment.
  - **Beautification:** The DCCP will explore ideas for increasing the beauty of Downtown through art and other improvements. Ideas may include cosmetic improvements that make Downtown more visually attractive, including the installation of directional/way finding signage and public art with City approvals.
  - **General Maintenance:** Working with the City, the DCCP will work to preserve a well-maintained downtown environment. This includes efforts to keep Downtown clean and beautiful beyond the City provided services.

Planned Activities for FY2021/22:

- Coordinate with the City to make Downtown Chandler a clean and safe environment
- Continue to make Downtown Chandler a clean and safe area.
- Collaborate with the Chandler Police Department to augment public safety by acting as additional “eyes and ears” in downtown.
- **Ambassadors/Volunteers:** Volunteers will be present at special events, assisting in event productions, assisting the guests, providing information, handing out brochures and answering questions. The DCCP, as Ambassadors are volunteers, DCCP will provide ongoing training to ensure that Ambassadors and Volunteers are knowledgeable, understand their responsibilities and aware of relevant safety and event procedures.

- ***Downtown Management:*** The Executive Director will serve as full-time District Manager to direct District programs. The Executive Director will be responsible for:
  - Direct and provide creative input into marketing strategies and programs to promote Downtown as a destination;
  - Manage and support District programs and personnel;
  - Be a point of contact for assessment payers so that District issues can be addressed as they arise. The Executive Director will also undertake ongoing outreach with assessment payers to communicate the District's mission effectively.
  - Communicate with assessment payers through a multitude of channels such as periodic newsletters, website, frequent and regular in-store visits, and meetings to keep assessment payers apprised of the District's activities.
  - Represent the District in policy and advocacy issues that affect Downtown.
  - Leverage assessment dollars by generating additional program revenues, including grants, sponsorships, and earned income.
  - Support the City's placemaking efforts in providing programs to activate the space.
  - Manage existing Memorandums of Understanding (MOUs) and Letters of Agreement (LOAs) with the City that support the mission of the District and enhance the Downtown environment. Current MOUs and LOAs that are in effect as of the date of this agreement include:
    - Bike Racks (signed 2009)
    - Tower Banners (signed 10/07/09)
    - West Ramada Murals (signed 11/18/11)
    - Building Light line (signed 6/5/12)
    - Directional Wayfinding Signage (signed 7/27/12)
    - Special Event Light poles (signed 2/6/13)
    - Holiday Lights (no formal LOA)
- City and DCCP will discuss Building Light Line Agreement along with next steps should DCCP and/or City want to dissolve this agreement.

Planned Activities for FY2021/22:

- Consider MOU/LOA with the City for Chandler Jazz Festival Event Management.
- Collaborate with the City to identify potential park improvements to enhance use of Dr. A.J. Chandler Park.

- Assist City and Merchants with communication efforts and signage during redevelopment projects regarding timing/planning/parking, etc.

(6) **Staffing:** In FY 2021-2022, the District will continue to have an Executive Director, a part-time Marketing and Communications Manager and a full time Event Programs and Outreach Manager . The District will continue to make use of contract staff and volunteers for assistance in carrying out the mission of the DCCP.

(7) **Carryforward Spending Plan:** With the close of FY20-21, a carryforward of net assets in the DCCP account is projected to total \$266,554. Of this amount, \$38,045 is non-District monies and represents DCCP specific funds. The remaining \$228,509 of restricted District monies will be programmed as follows:

Balance	\$228,509
Safety & Beautification (\$61,048)	\$167,461
Marketing /Events (\$104,200)	\$63,261
Management/opeations (48,800)	\$14,461
Balance	\$ 14,461

**EXHIBIT C**  
**CITY SERVICES PROVIDED IN DOWNTOWN**  
**FY2021-22**

**City Services to Be Provided to Downtown**

**Downtown Redevelopment Staff**  
**(Non-exhaustive list of responsibilities)**

- Assist in the creation of Development Agreements for downtown redevelopment projects
- Facilitate the coordination of downtown redevelopment projects between city staff and developers
- Monitor development agreements with downtown developers to help insure timely project completion
- Assist in the development and marketing of Request for Proposals seeking developers for large scale redevelopment projects
- Perform the economic development functions for Downtown Chandler, including business recruitment, retention and expansion assistance, among others
- Recruit new businesses to Downtown Chandler
- Initiate and implement the various projects and activities of the City's Downtown program including capital improvement projects and ongoing property management and maintenance
- Coordinate City marketing and placemaking efforts for Downtown Chandler in conjunction with Communication and Public Affairs
- Liaison for DCCP and downtown businesses to report maintenance issues, concerns and facilitation of initiatives

**City of Chandler Police Department**

- Traditional-type patrol officers are assigned to the area in marked police cars to respond to routine calls for service.
- The bicycle team is available for enforcement in Downtown Chandler.
- Crime prevention personnel are available to offer advice regarding crime prevention through environmental design and/or business practice.
- Specialized enforcement as needed for criminal activity.

## **City of Chandler Public Works Department**

- Perform street sweeping weekly
- Inspect storm drains and inlets twice annually and clean as needed
- Perform concrete and asphalt repairs as needed
- Inspect pavement markings once per year and redo as needed
- Repair traffic signs as needed

### **City of Chandler Downtown Maintenance Costs Chandler Park Maintenance**

#### **Downtown Storefront Maintenance Costs**

- Sidewalk cleaning including mechanical sweepers and blowers, emptying trashcans, and cleaning trash can lids twice per week. Pick up trash once per week.
- Cleaning of sidewalks twice per month with a mechanical scrubber.

#### **Landscaping Behind San Marcos Place Storefronts**

- Pick up trash twice per week.
- Prune shrubs six times per year.

#### **Breezeway Cleaning**

- Maintenance tasks including cleaning of breezeway with mechanical sweepers, emptying trashcans twice per week.
- Pick up trash twice per week.

#### **Sidewalk Flower Pots**

- Maintenance tasks including re-planting (approximately April/October), weeding and fertilizing twice per year.
- City provides water for all pots on the Parks irrigation system. City provided pots without an automatic watering system will be watered by the store owner adjacent to the pots.
- Staff will communicate upcoming planting dates to Downtown personnel.

#### **Parking Lot Sweeping**

- Sweep city parking lots/courts with motor sweeper monthly.

#### **A.J. Chandler Park**

- Maintain A.J. Chandler Park including mowing, fertilizing and watering of grass, maintenance of trees and other plant material and cleaning open space ramada areas including maintenance of landscaped medians.
- DCCP has been granted one storage unit in which to store their special event and cleaning equipment.

## **City of Chandler Building and Facilities**

### **Downtown Period & Colonnade Lighting & Repairs**

- Pay for annual electrical APS utility costs on existing lighting.
- Perform colonnade lighting repairs including light bulb, ballast, lenses, breaker repair and replacement on existing lighting including gooseneck lighting and Sternbergs.



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**D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**E. Amendment – Aggregate Limits Of Insurance (Per Project)**

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

**F. Additional Condition**

The following condition is added:

**Additional Insured Duty To Notify**

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

### A. Additional Insured When Required By Written Agreement

#### 1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

#### 2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

## **B. Additional Insured When Required By Written Agreement – Completed Operations**

### **1. Additional Insured – Completed Operations**

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

### **2. Limitations**

The Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

## **C. Primary And Noncontributory**

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

### **Excess Insurance**

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

**D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**E. Amendment – Aggregate Limits Of Insurance (Per Project)**

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

**F. Additional Condition**

The following condition is added:

**Additional Insured Duty To Notify**

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY FOLLOW FORM

This Endorsement modifies insurance provided under the following:  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

**A. The following exclusion is added to SECTION I – COVERAGES; COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions;**

Except to the extent that valid and collectible "underlying insurance" for such liability exists for the full limits shown under the Schedule of "underlying insurance"; or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage", the following additional provisions apply to this Coverage Part:

This insurance does not apply to "bodily injury" or "property damage" arising out of:

1. The ownership, maintenance or use of any premises or operations limited or excluded by any "underlying insurance" or any property located on these premises;
2. Operations arising out of those premises or elsewhere, which are necessary or incidental to the ownership, maintenance or use of those premises or operations limited or excluded by any "underlying insurance";
3. Goods or products manufactured at or distributed from those premises or operations limited or excluded by any "underlying insurance"; or
4. The "products-completed operations hazard" limited or excluded by any "underlying insurance".

This insurance will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "property damage" arising out of that exposure unless that limit is specified in the Declarations, under any Other Coverages Section of the Schedule of "underlying insurance".

**B. The following exclusion is added to SECTION I – COVERAGES; COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusions;**

Except to the extent that valid and collectible "underlying insurance" for such liability exists for the full limits shown under the Schedule of "underlying insurance"; or would have existed but for the exhaustion of underlying limits for "personal and advertising injury", the following additional provisions apply to this Coverage Part:

This insurance does not apply to "personal and advertising injury" arising out of:

1. The ownership, maintenance or use of any premises or operations limited or excluded by any "underlying insurance" or any property located on these premises;
2. Operations arising out of those premises or elsewhere, which are necessary or incidental to the ownership, maintenance or use of those premises or operations limited or excluded by any "underlying insurance";
3. Goods or products manufactured at or distributed from those premises or operations limited or excluded by any "underlying insurance"; or
4. The "products-completed operations hazard" limited or excluded by any "underlying insurance".

This insurance will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under any Other Coverages Section of the Schedule of "underlying insurance".

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
--

"Volunteers" in the performance of your ongoing operations related to selling, serving, or furnishing of any alcoholic beverage for you to the extent coverage is provided by CG0033 Liquor Liability Coverage Form
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City of Chandler
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



**City Council Memorandum    Development Services    Memo No. 21-028**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
 Debra Stapleton, Assistant City Manager  
 Derek D. Horn, Development Services Director  
**From:** Susan Fiala, Senior Planner  
**Subject:** ANX20-0004 Annexation and Initial City Zoning  
 Introduction and Tentative Adoption of Ordinance No. 4974  
**Request:** Annexation and Initial City Zoning of approximately 5 acres  
**Location:** Southeast corner of Arizona Avenue and Appleby Road  
**Applicant:** Sean Lake, Pew & Lake PLC

**Proposed Motion:**

Move City Council introduce and tentatively adopt Ordinance No. 4974 approving the annexation and initial City zoning of approximately 5 acres located at the southeast corner of Arizona Avenue and Appleby Road, as recommended by Planning staff.

**Background Data:**

- Currently zoned Rural-43 (RU-43) within Maricopa County
- Annexation public hearing held at March 25, 2021, City Council regular meeting
- Upon Annexation, initial City zoning will be Agricultural (AG-1) District
- Rezoning and Preliminary Development Plan approval for townhomes (PLH20-0051 The Ashley) accompanies this request as a subsequent item on the Council Agenda

**Surrounding Land Use Data:**

North	Church and single-family residential (La Costera)	South	Single-family residential (Paseo Lindo)
East	Union Pacific Railroad	West	School and public library (Hamilton High and Chandler Hamilton library)

**General Plan and Area Plan Designations:**

	Existing	Proposed
General Plan	Employment	No change

**Utility Service**

Existing municipal water service and wastewater service are available in Arizona Avenue and Appleby Road. Reclaimed water is available in Arizona Avenue.

**Staff Comments**

Staff circulated this request among City departments and received no negative comments relative to the property's annexation. Staff is unaware of any opposition to or concerns with the request. In accordance with Arizona Revised Statutes, the subject site, upon annexation, will be zoned Agricultural District (AG-1) within the City of Chandler, which provides for land uses no greater in intensity than those permitted with the Rural Zoning District (Rural-43) of Maricopa County. A request for Rezoning and Preliminary Development Plan approval for a townhome development (PLH20-0051 The Ashley) accompanies this request as a subsequent item on this Council agenda.

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**Attachments**

Ordinance No. 4974

Vicinity map

**ORDINANCE NO. 4974**

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 FIVE ACRES LOCATED AT THE SOUTHEAST CORNER OF ARIZONA AVENUE AND APPLEBY ROAD.

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. 4974 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  
Arizona Ave & Appleby Road  
Annexation and Zoning**

Job No. 20-0504

February 1, 2021

A portion of Southwest Quarter of Section 15, Township 2 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, and particularly described as follows:

COMMENCING at a City of Chandler flush brass cap at the west quarter corner of said Section 15, from which a rebar with cap in a hand hole, stamped "RLS 49097" at the southwest corner of said Section 15, bears South 0 degrees 23 minutes 56 seconds East, at a distance of 2,645.76 feet;

thence North 89 degrees 04 minutes 26 seconds East, along the north line of said Southwest Quarter, 65.00 feet to the POINT OF BEGINNING;

thence continuing North 89 degrees 04 minutes 26 seconds East, along said north line, 1257.86 feet to a point on the west line of the Southern Pacific Railroad right of way;

thence South 0 degrees 16 minutes 41 seconds East, along said west line, 202.01 feet to the south line of the north 202.00 feet of said Southwest Quarter;

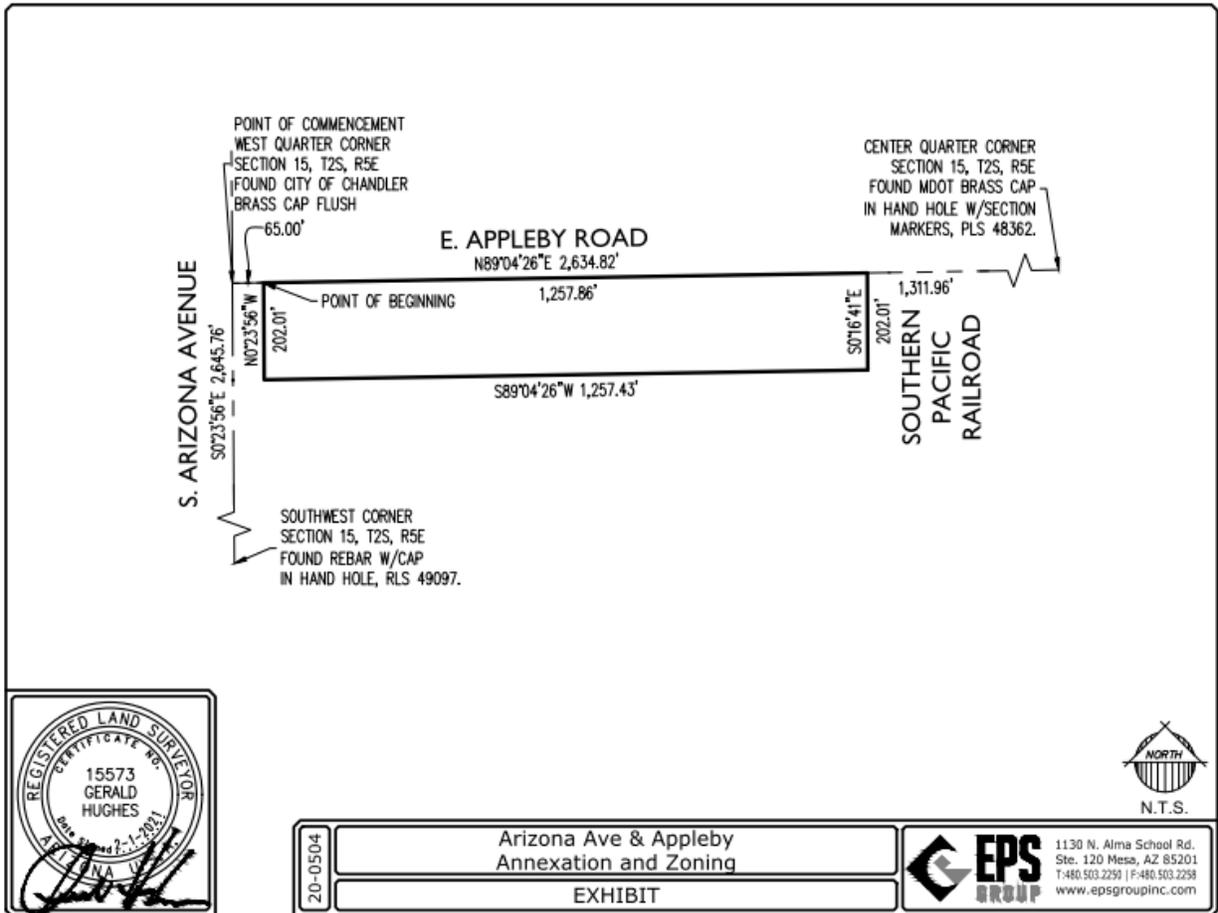
thence South 89 degrees 04 minutes 26 seconds West, along said south line, 1257.43 feet to a point on the east line of the west 65.00 feet of said Southwest Quarter;

thence North 0 degrees 23 minutes 56 seconds West, along said east line, 202.01 feet to the POINT OF BEGINNING.

Containing an area of 254,044 square feet or 5.8321 acres, more or less.

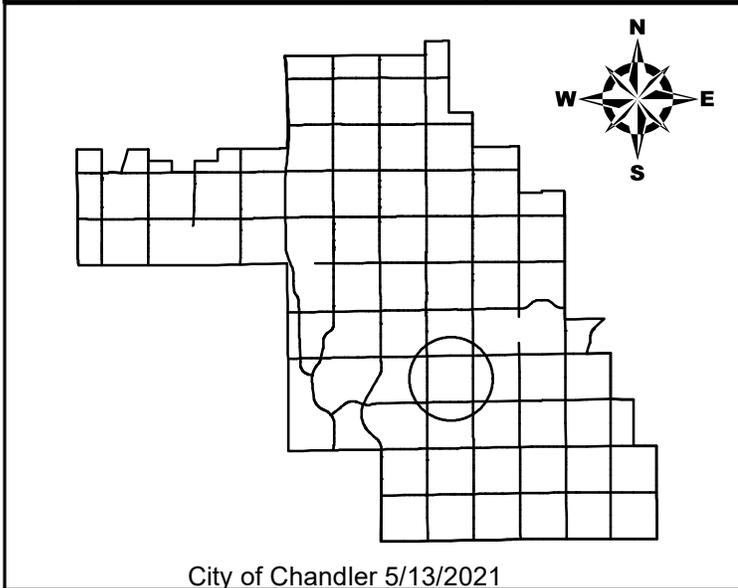
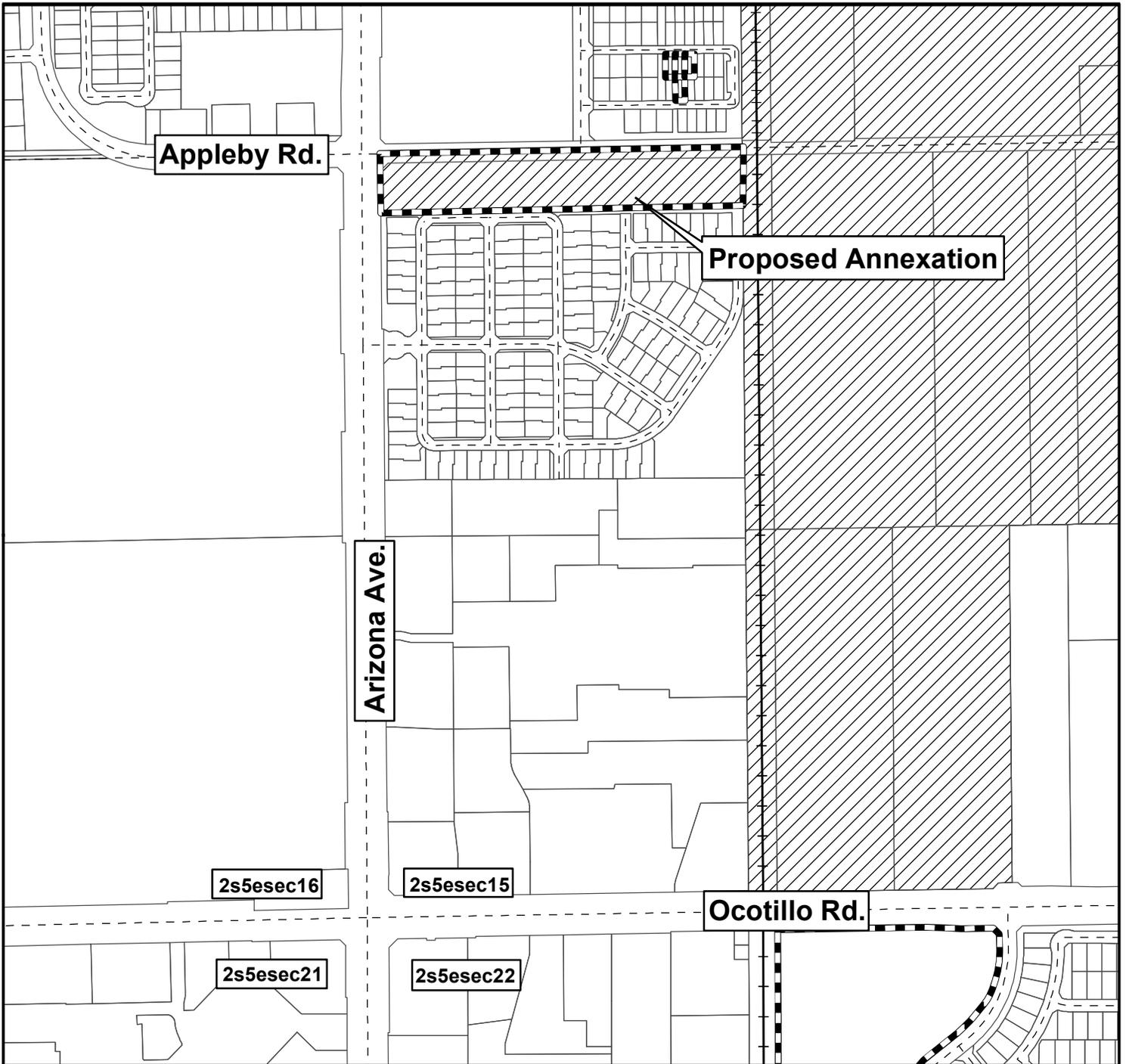


Exhibit 'A'



20-0504  
Arizona Ave & Appleby  
Annexation and Zoning  
EXHIBIT





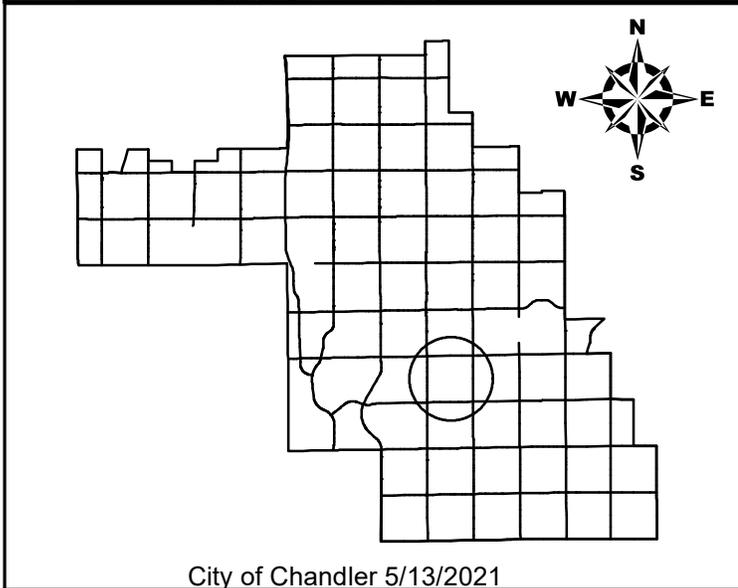
## Annexation Map

### Ordinance No. 4974

- 
**Proposed Annexation**  
 Southeast Corner of Arizona Avenue and Appleby Road
- 
**Incorporated Area**
- 
**Unincorporated Area**

0    150    300    600    900    1,200  
 Feet

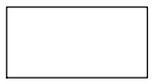
### Exhibit A

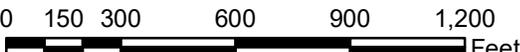


City of Chandler 5/13/2021

## Annexation Map

### Ordinance No. 4974

- 
**Proposed Annexation**  
 Southeast Corner of Arizona Avenue and Appleby Road
- 
**Incorporated Area**
- 
**Unincorporated Area**



0 150 300 600 900 1,200 Feet

## Exhibit A



**City Council Memorandum    Development Services    Memo No. 21-029**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
 Debra Stapleton, Assistant City Manager  
 Derek D. Horn, Development Services Director  
**From:** Susan Fiala, Senior Planner  
**Subject:** PLH20-0050/PLH20-0051/PLT21-0015 The Ashley  
 Adoption of Resolution No. 5484  
 Introduction and Tentative Adoption of Ordinance No. 4975  
**Request:** Area Plan Amendment to the Chandler Airpark Area Plan from Commercial/Office/Business Park to High Density Residential (HDR 12.1-18 DU/ACRE)  
 Rezoning from Agricultural District (AG-1) to Planned Area Development for multi-family residential (PAD/MF-2)  
 Preliminary Development Plan for site layout and building architecture  
 Preliminary Plat for townhouse dwellings

**Location:** Southeast corner of Arizona Ave. and Appleby Rd.  
**Applicant:** Sean Lake, Pew & Lake PLC

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**Proposed Motion:**

**Area Plan**

Move City Council adopt Resolution No. 5484 Chandler Airpark Area Plan (CAAP) amendment, PLH20-0050 The Ashley, located at the southeast corner of Arizona Avenue and Appleby Road, as recommended by Planning and Zoning Commission.

**Rezoning**

Move City Council introduce and tentatively adopt Ordinance No.4975 approving PLH20-0051 The Ashley, Rezoning from Agricultural District (AG-1) to Planned Area Development for multi-family residential (PAD/MF-2) located at the southeast corner of Arizona Avenue and Appleby Road, subject to the conditions as recommended by Planning and Zoning Commission.

**Preliminary Development Plan**

Move City Council approve Preliminary Development Plan PLH20-0051 The Ashley for site layout and building architecture located at the southeast corner of Arizona Avenue and Appleby Road, subject to the conditions as recommended by Planning and Zoning Commission.

**Preliminary Plat**

Move City Council approve Preliminary Plat PLT21-0015 The Ashley, located at the southeast corner of Arizona Avenue and Appleby Road, subject to the condition recommended by Planning and Zoning Commission.

**Background Data:**

- Approximately 5 net acres
- Site currently contains a single-family residence
- The property is currently zoned Rural-43 in unincorporated Maricopa County. A public hearing for potential annexation was held on March 25, 2021.
- A request for annexation and initial City zoning of Agricultural District (AG-1) precedes this item on the Council Agenda.

**Surrounding Land Use Data:**

North	Church and single-family residential (La Costera) across Appleby Road	South	Single-family residential (Paseo Lindo)
East	Union Pacific Railroad	West	School and public library (Hamilton High and Chandler Hamilton library) across Arizona Avenue

**General Plan and Area Plan Designations:**

	Existing	Proposed
General Plan	Employment	No change
Chandler Airpark Area Plan	Commercial/Office/Business Park	High Density Residential HDR (12.1 - 18 DU/ACRE)

**Proposed Development**

	Gated multi-family residential (for-sale townhomes)
# of Units	78 units in 3-, 4-, and 8-unit buildings <ul style="list-style-type: none"> <li>• 1 bedroom – 20 units</li> <li>• 2 bedroom – 29 units</li> <li>• 3 bedroom – 29 units</li> </ul>
Density	15.7 dwelling units per acre
Building Setbacks (min.)	Arizona Ave. – 50 ft. Appleby Rd. – 26 ft. South – 10 ft. East – 30 ft.
Building Height	Two story units, max. 30 ft.
Building Architecture	<ul style="list-style-type: none"> <li>• Contemporary</li> <li>• Materials: stucco, composite decking/fiber wood, metal</li> <li>• Trellis beamed balconies</li> <li>• Enclosed landscaped rear patios</li> </ul>
Parking	<ul style="list-style-type: none"> <li>• Unit parking <ul style="list-style-type: none"> <li>• 154 parking spaces required</li> <li>• 156 parking spaces provided in 2 car garages</li> </ul> </li> <li>• Guest/open parking <ul style="list-style-type: none"> <li>• 20 spaces required</li> <li>• 24 spaces provided</li> </ul> </li> </ul>

## Amenities

- Airport-themed tot lot
- Clubhouse
- Pool
- Dog park
- BBQ and ramada

## Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan designation of Transitional Employment Corridor which allows residential to be considered when determining compatibility with existing and future surrounding uses. The site is located between two single-family residential subdivisions, Paseo Lindo to the south and La Costera to the north. The narrow, elongated rectangular site does not lend itself to function as either employment or commercial uses which may negatively impact existing residential. The site is approximately one quarter mile north of the Paseo Lindo commercial center, and approximately one-half mile north of larger commercial centers located on the south side of Ocotillo Road which currently provide sufficient commercial/retail uses in the proximate area. For these reasons, staff supports the area plan amendment from Commercial/Office/Business Park to High Density Residential (HDR 12.1-18 DU/ACRE) land use.

The proposed multi-family residential development is a compatible land use on an infill site that creates a transition between single family developments and provides another housing type to the surrounding area. For these reasons, staff finds the proposal to be consistent with the goals of the General Plan and the CAAP, as amended, and recommends approval subject to conditions.

## Economic Analysis

An economic and fiscal impact analysis was conducted based on project details provided by the applicant and staff assumptions. The analysis determined the project will generate a positive net fiscal impact for the City. Net income to the City resulting from the project is estimated at approximately \$438,566 over 10 years. This includes revenues from property taxes, building permit and plan review fees, transaction privilege tax on construction, real property rental tax, state shared revenues, and local spending by residents. For the analysis, it was assumed the developer will lease the townhomes; however, the developer has since expressed that the individual units will be for sale.

## Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- Virtual neighborhood meetings were held on August 3, 2020, with three residents in attendance and on March 16, 2021, with 16 residents attending, including Councilmembers Ellis and Harris. Comments and questions related to the landscape buffer between Paseo Lindo homes, balconies and privacy to their backyards, as well as the amenity area. The applicant responded there is a green belt on the Paseo Lindo side providing a buffer as well as landscape on the south side of the pool amenity. Proposed balconies are adjacent to the master bedrooms.
- As of writing this memo, Planning staff is not aware of opposition to the request.

## Airport Commission Conflict Evaluation

Airport Commission meeting held on April 14, 2021

Motion to find a conflict with existing or planned airport operations.

In Favor: 5    Opposed: 1 (Bozelli)

The Airport Commission reviewed the request in accordance with the Airport Conflicts Evaluation Process. The Airport Manager has issued a conflicts evaluation report indicating that the Airport Commission determined that the proposed development does constitute a conflict with existing or

planned airport uses. A copy of the Airport Planning Administrator's report detailing the Airport Commission's findings is attached to this memo. The Airport Commission's recommended mitigation measures to address the operational conflict are included as stipulations of the rezoning.

### **Planning and Zoning Commission Vote Report**

Planning and Zoning Commission meeting of June 2, 2021.

Motion to Approve:

In Favor: 6 Opposed: 0

The Planning and Zoning Commission added preliminary development plan stipulations 10 - 12 effectively increasing the size of trees at the time of planting along Arizona Avenue and the southeast corner of the site, and directing the applicant to work with staff to enhance the side elevations of the buildings facing Arizona Avenue.

### **Recommended Conditions of Approval**

#### **Area Plan Amendment**

Planning staff finds the request is in compliance with the General Plan. Planning and Zoning Commission recommends City Council approve of the Area Plan Amendment to the Chandler Airpark Area Plan from Commercial/Office/Business Park to HDR (12.1-18 DU/ACRE).

#### **Rezoning**

Planning staff finds the request is in compliance with the General Plan. Planning and Zoning Commission recommends City Council approve the rezoning from Agricultural District (AG-1) to Planned Area Development for multi-family residential (PAD/MF-2), subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "The Ashley" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0051, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.
2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements, and street lighting to achieve conformance with City codes, standard details, and design manuals.
3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
4. Multi-family residential shall be permitted with a maximum density of 16 dwelling units per acre.
5. Minimum building setbacks shall be as provided below and further detailed in the development booklet:

Property Line Location	Minimum Building Setback
Arizona Ave.	50 ft.
Appleby Rd.	26 ft.
East Property Line	30 ft.
South Property Line	10 ft.

6. Prior to the execution of any lease, all prospective renters shall be given written disclosure in their lease and in a separately signed disclosure statement fully acknowledging that this development lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this development to the Chandler Municipal Airport that includes a heliport and an aircraft storage facility, and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise, overflight activity, and other externalities. The requirement for such disclosure shall be confirmed in an avigation notice covenant that runs with the land and shall be recorded with Maricopa County Recorder prior to the issuance of the first building permit for this development.

7. The subdivider/homebuilder/developer/multi-family manager shall display, in a conspicuous place within the sales or leasing office, a map illustrating the location of the subdivision within the Airport Impact Overlay District, as well as the noise contours and overflight patterns, as identified and depicted in the document entitled Chandler Municipal Airport, F. A. R. Part 150, Noise Compatibility Study, Noise Compatibility Program, Exhibit 6A (Potential Airport Influence Area), as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98). Such map shall be a minimum size of 24" x 36". Compliance with this condition shall be demonstrated by the subdivider/homebuilder/developer/multi-family manager by submittal to the Zoning Administrator of a signed affidavit and photograph that acknowledges this disclosure and map display prior to beginning any lease or sales activity. Failure to comply with this condition will result in revocation of the Administrative Use Permit for the temporary sales office in the event the multi-family development is platted to allow unit ownership. All requirements as set forth in this condition are the obligation of the subdivider/homebuilder/developer/multi-family manager and shall not be construed as a guarantee of disclosure by the City of Chandler.

8. The above referenced information shall also be included within any Subdivision Public Report that is filed with the State of Arizona Department of Real Estate, as required by Arizona Revised Statute 28-8486 and Arizona Revised Statute 28-8464.

9. The subdivider/homebuilder/developer shall provide the City with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.

10. All townhouses and buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.

11. The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and overflight activity and is encumbered by an avigational easement to the City of Chandler."

12. In the event the multi-family residential development is platted to allow unit ownership, prior to the time of making any purchase agreements, the subdivider/homebuilder/developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that this development lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this development to the Chandler Municipal Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity and other externalities. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot/unit property deeds

shall include a disclosure statement outlining that the site is adjacent to or nearby an existing municipal airport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the subdivider/homebuilder/developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

13. In the event the multi-family residential development is platted to allow unit ownership, prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby existing railroad tracks and railroad right-of-way that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot/unit property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby an existing railroad track and railroad right-of-way, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the subdivider/homebuilder/developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

14. All leases shall state that all questions, concerns, or complaints any tenant may have about the Chandler Municipal Airport or the operation of aircraft landing at, taking off from, or operating at or on Chandler Municipal Airport shall be directed solely to the manager of The Ashley development and not to the Chandler Municipal Airport, the City of Chandler, the FAA, any aircraft owner, or any pilot. All lease agreements shall also provide that it shall be within the sole and absolute discretion of the manager of The Ashley (and not the tenant) to determine (after the manager's due consideration of all airport related acknowledgments and disclosures that are required by the Zoning Stipulations and consideration of all information known to The Ashley's manager) whether or not, when, and how to communicate any tenant's questions, concerns, or complaints to the Chandler Municipal Airport manager.

15. Prior to building permit issuance for any structures the developer shall provide a DETERMINATION OF NO HAZARD TO AVIATION approval as issued by the FAA after filing an FAA Form 7460, Notice of Proposed Construction or Alteration.

### **Preliminary Development Plan**

Planning staff finds 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 "The Ashley" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0051, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.
2. The site shall be maintained in a clean and orderly manner.
3. The landscaping in all open spaces shall be maintained by the property owner or property owners' association and shall be maintained at a level consistent with or better than at the time of planting.
4. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
5. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

6. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.
7. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.
8. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.
9. Roadway-style signs shall be installed at each driveway entrance identifying the presence of low flying aircraft.
10. The applicant shall work with staff to install minimum 36-inch box and 12 feet high trees where necessary to provide a meaningful buffer along the south property line east of Colorado Street.
11. Trees along Arizona Avenue shall be a minimum 36-inch box and 12 feet high.
12. The applicant shall work with staff to enhance the side elevations facing Arizona Avenue.

### **Preliminary Plat**

Planning staff finds 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**

Resolution No 5484  
Ordinance No 4975  
Vicinity maps  
Airport Conflict Evaluation  
Development Booklet

**RESOLUTION NO. 5484**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AMENDMENT TO THE “CHANDLER AIRPARK AREA PLAN” FROM COMMERCIAL/OFFICE/BUSINESS PARK TO HIGH-DENSITY RESIDENTIAL (HDR 12.1 – 18 DU/ACRE), ON PROPERTY LOCATED AT THE SOUTHEAST CORNER OF ARIZONA AVENUE AND APPLEBY ROAD.

WHEREAS, the property owner seeks approval of a rezoning request, pending approval of an Area Plan amendment, for a particular development proposal located at the southeast corner of Arizona Avenue and Appleby 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 “Chandler Airpark Area Plan,” has been adopted for the area generally bounded by Pecos Road, Gilbert Road, Ocotillo Road, and Arizona Avenue; and

WHEREAS, the applicant has proposed an amendment to the existing Chandler Airpark 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 “Chandler Airpark 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 \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

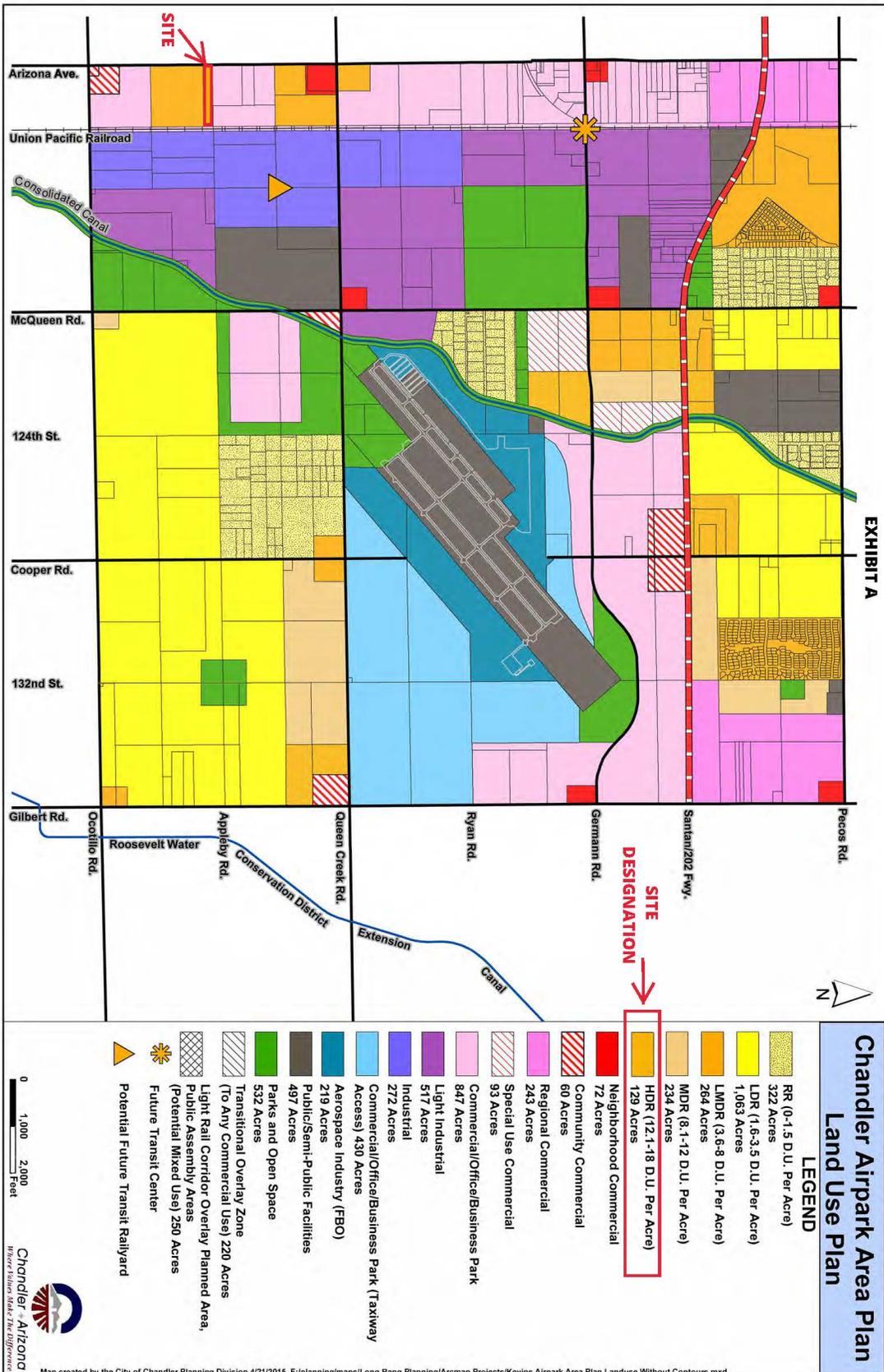
CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5484 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and that a quorum was present thereat.

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY TA



## ORDINANCE NO. 4975

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM AGRICULTURAL (AG-1) DISTRICT TO PLANNED AREA DEVELOPMENT FOR MULTI-FAMILY RESIDENTIAL (PAD/MF-2) AS REPRESENTED IN CASE PLH20-0051 (THE ASHLEY) LOCATED AT THE SOUTHEAST CORNER OF ARIZONA AVENUE AND APPLEBY ROAD WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, the application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days' notice of time, place, and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to said public hearing; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

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

Section 1.      Legal Description of Property:  
                    As described in **EXHIBIT 'A'**

Said property is hereby rezoned from AG-1 to PAD for multi-family residential subject to the following conditions:

1.      Development shall be in substantial conformance with the Development Booklet, entitled "The Ashley" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0051, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.
2.      Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements, and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
4. Multi-family residential shall be permitted with a maximum density of 16 dwelling units per acre.
5. Minimum building setbacks shall be as provided below and further detailed in the development booklet:

Property Line Location	Minimum Building Setback
Arizona Ave.	50 ft.
Appleby Rd.	26 ft.
East Property Line	30 ft.
South Property Line	10 ft.

6. Prior to the execution of any lease, all prospective renters shall be given written disclosure in their lease and in a separately signed disclosure statement fully acknowledging that this development lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this development to the Chandler Municipal Airport that includes a heliport and an aircraft storage facility, and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise, overflight activity, and other externalities. The requirement for such disclosure shall be confirmed in an avigation notice covenant that runs with the land and shall be recorded with Maricopa County Recorder prior to the issuance of the first building permit for this development.
7. The subdivider/homebuilder/developer/multi-family manager shall display, in a conspicuous place within the sales or leasing office, a map illustrating the location of the subdivision within the Airport Impact Overlay District, as well as the noise contours and overflight patterns, as identified and depicted in the document entitled *Chandler Municipal Airport, F. A. R. Part 150, Noise Compatibility Study, Noise Compatibility Program, Exhibit 6A (Potential Airport Influence Area)*, as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98). Such map shall be a minimum size of 24" x 36". Compliance with this condition shall be demonstrated by the subdivider/homebuilder/developer/multi-family manager by submittal to the Zoning Administrator of a signed affidavit and photograph that acknowledges this disclosure and map display prior to beginning any lease or sales activity. Failure to comply with this condition will result in revocation of the Administrative Use Permit for the temporary sales office

in the event the multi-family development is platted to allow unit ownership. All requirements as set forth in this condition are the obligation of the subdivider/homebuilder/developer/multi-family manager and shall not be construed as a guarantee of disclosure by the City of Chandler.

8. The above referenced information shall also be included within any Subdivision Public Report that is filed with the State of Arizona Department of Real Estate, as required by Arizona Revised Statutes § 28-8486 and Arizona Revised Statutes § 28-8464.
9. The subdivider/homebuilder/developer shall provide the City with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.
10. All townhouses and buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.
11. The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and overflight activity and is encumbered by an avigational easement to the City of Chandler."
12. In the event the multi-family residential development is platted to allow unit ownership, prior to the time of making any purchase agreements, the subdivider/homebuilder/developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that this development lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this development to the Chandler Municipal Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity and other externalities. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property. The "Public Subdivision Report," "Purchase Contracts," "Covenants, Codes, & Restrictions (CC&R's)," and the individual lot/unit property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby an existing municipal airport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the subdivider/homebuilder/developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.
13. In the event the multi-family residential development is platted to allow unit ownership, prior to the time of making any lot reservations or subsequent

sales agreements, the subdivider/homebuilder/developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby existing railroad tracks and railroad right-of-way that may cause adverse noise, odors, and other externalities. The “Public Subdivision Report”, “Purchase Contracts”, CC&R’s, and the individual lot/unit property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby an existing railroad track and railroad right-of-way, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the subdivider/homebuilder/developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

14. All leases shall state that all questions, concerns, or complaints any tenant may have about the Chandler Municipal Airport or the operation of aircraft landing at, taking off from, or operating at or on Chandler Municipal Airport shall be directed solely to the manager of The Ashley development and not to the Chandler Municipal Airport, the City of Chandler, the FAA, any aircraft owner, or any pilot. All lease agreements shall also provide that it shall be within the sole and absolute discretion of the manager of The Ashley (and not the tenant) to determine (after the manager’s due consideration of all airport related acknowledgments and disclosures that are required by the Zoning Stipulations and consideration of all information known to The Ashley’s manager) whether or not, when, and how to communicate any tenant’s questions, concerns, or complaints to the Chandler Municipal Airport manager.
15. Prior to building permit issuance for any structures the developer shall provide a DETERMINATION OF NO HAZARD TO AVIATION approval as issued by the FAA after filing an FAA Form 7460, Notice of Proposed Construction or Alteration.

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. 4975 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  
Arizona Ave & Appleby Road  
Annexation and Zoning**

Job No. 20-0504

February 1, 2021

A portion of Southwest Quarter of Section 15, Township 2 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, and particularly described as follows:

COMMENCING at a City of Chandler flush brass cap at the west quarter corner of said Section 15, from which a rebar with cap in a hand hole, stamped "RLS 49097" at the southwest corner of said Section 15, bears South 0 degrees 23 minutes 56 seconds East, at a distance of 2,645.76 feet;

thence North 89 degrees 04 minutes 26 seconds East, along the north line of said Southwest Quarter, 65.00 feet to the POINT OF BEGINNING;

thence continuing North 89 degrees 04 minutes 26 seconds East, along said north line, 1257.86 feet to a point on the west line of the Southern Pacific Railroad right of way;

thence South 0 degrees 16 minutes 41 seconds East, along said west line, 202.01 feet to the south line of the north 202.00 feet of said Southwest Quarter;

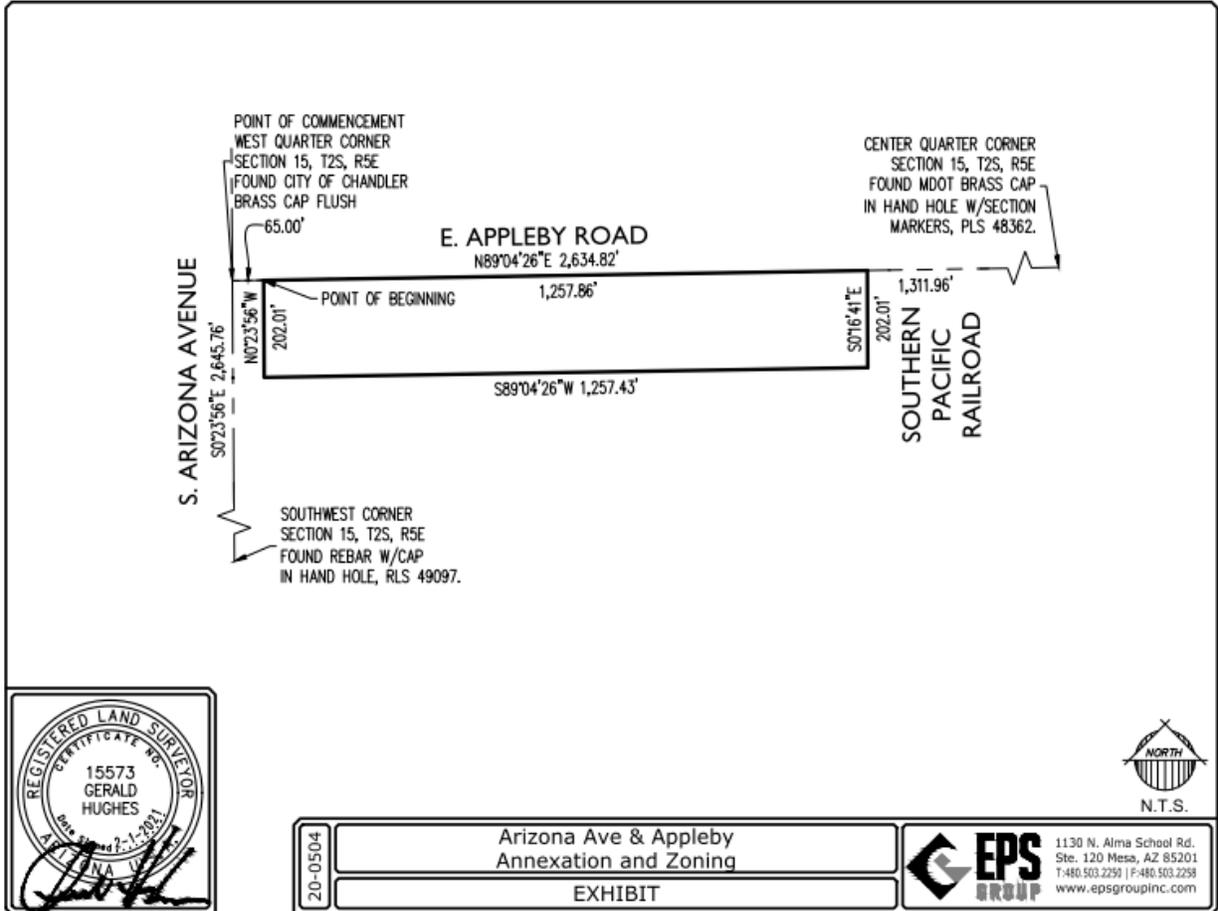
thence South 89 degrees 04 minutes 26 seconds West, along said south line, 1257.43 feet to a point on the east line of the west 65.00 feet of said Southwest Quarter;

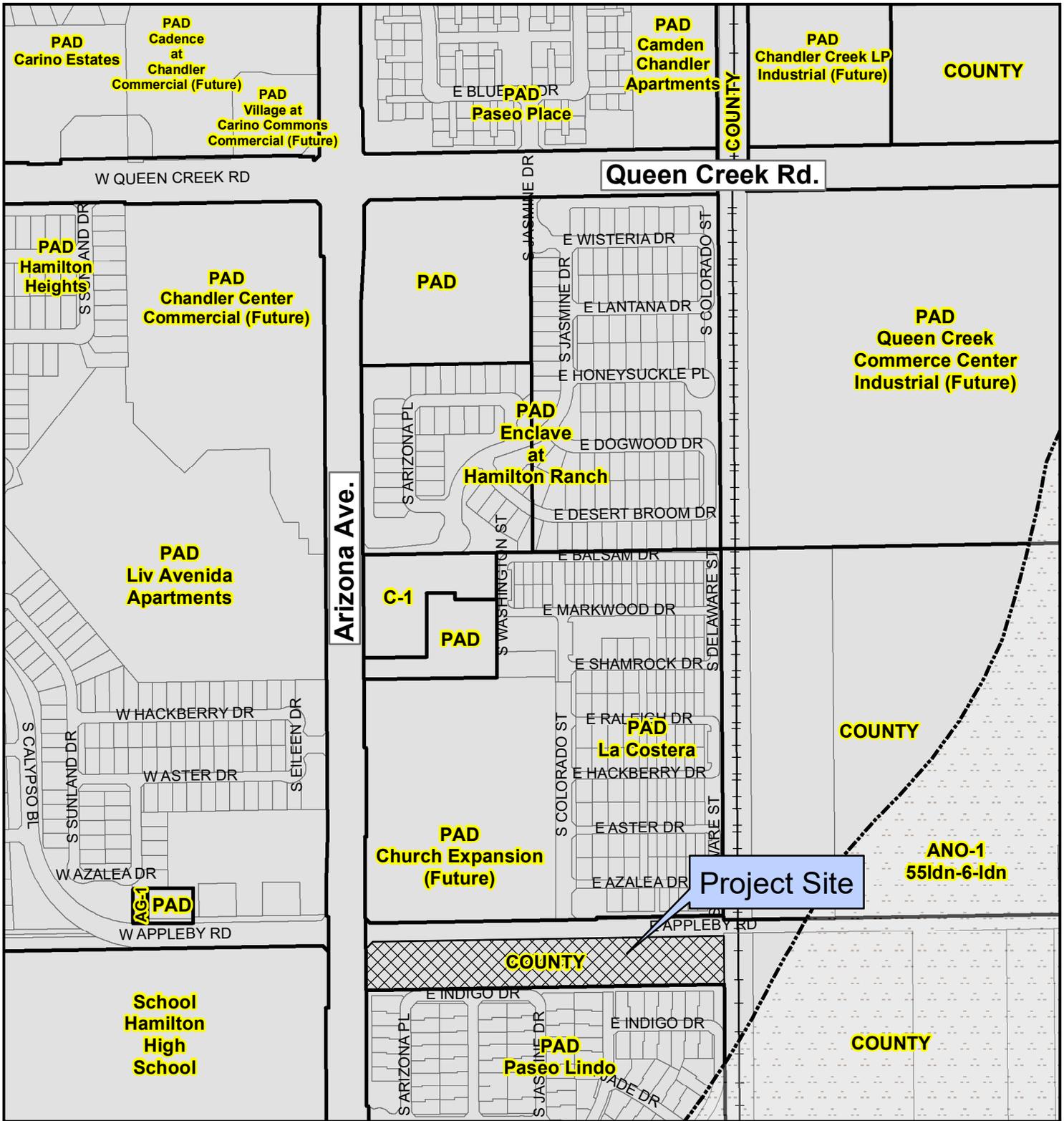
thence North 0 degrees 23 minutes 56 seconds West, along said east line, 202.01 feet to the POINT OF BEGINNING.

Containing an area of 254,044 square feet or 5.8321 acres, more or less.



Exhibit 'A'





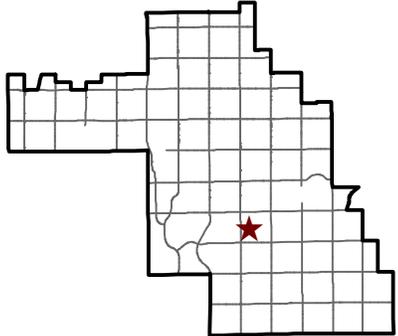
**PLH20-0050/PLH20-0051/PLT21-0015 The Ashley**



**Proposed Project Details**  
**AREA PLAN AMENDMENT TO THE CHANDLER AIRPARK AREA PLAN/REZONE/PDP/PRE-PLAT**  
 5 Net Acres Approximately  
 78 Multi-Family Unit Townhomes  
 15.7 dwelling units per acre (du/ac)



City of Chandler Planning Division  
[chandleraz.gov/planning](http://chandleraz.gov/planning)  
 For more information visit:  
<https://gis.chandleraz.gov/planning>







**MEMORANDUM**

**Airport - Memo No. 21-033**

**DATE:** April 15, 2021

**TO:** Kevin Mayo, Planning Administrator

**FROM:** Chris Andres, Airport Planning Administrator

**SUBJECT:** Airport Conflict Evaluation  
PLH20-0051 The Ashley  
Southeast corner of Arizona Avenue and Appleby Road

At their April 14, 2020 meeting, the Chandler Airport Commission ("Commission") discussed The Ashley multifamily residential project located at the southeast corner of Arizona Avenue and Appleby Road.

Finding: The Commission determined the proposed development **constitutes a conflict** with existing or planned airport uses.

Conflict(s) Cited: The proposed development contains 78 single family residential units and the site will experience aviation noise and vibration impact from aircraft in the normal traffic pattern and arrival and departure routes. Approximately 156 residents would be expected to be exposed to aircraft noise at this location.

Conflict Resolution(s): If the development is approved, physical and administrative corrective actions should be employed including, without limitation:

Physical corrective actions: (1) construction of all units built with noise attenuation construction materials and techniques to reduce the ambient interior noise levels to less than 45 decibels; (2) installation of roadway-style signs *at each driveway entrance* identifying the presence of low flying aircraft (*this stipulation was added in the final motion*);

Administrative corrective actions:

If the development will be for unit ownership, or will be converted to condominiums in the future, then administrative corrective actions are: (1) all prospective purchasers of property in the subdivision should be required to sign separate disclosure statements, acknowledging (i) the proximity to the Chandler Airport (including the heliport), and (ii) the

potential for impact from aviation noise and vibrations; (2) all prospective purchasers of property should be required to sign the disclosure statements before a purchase contract is signed and again at the transaction closing; (3) dedication of an avigational easement to the City; (4) display of a large size map in the onsite sales office identifying the Airport Impact Overlay District, the noise contours and overflight patterns as depicted in Exhibit 6A in the FAR Part 150 Noise Compatibility Study document as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98), and the noise contours as identified in the Chandler Airpark Area Plan; (5) submittal of a signed affidavit and photograph of the prior referenced map display to the Zoning Administrator; (6) inclusion of an affirmative disclosure statement on the final plat; (7) inclusion of the physical and administrative corrective actions in the Subdivision Public Report that is submitted to the Arizona Department of Real Estate.

If the development is for unit rental, then administrative corrective actions are: (1) all prospective tenants should be required to sign separate disclosure statements, acknowledging (i) the proximity to the Chandler Airport, including the heliport, (ii) the potential for impact from aircraft noise and vibrations, and (iii) proximity to an aircraft engine testing facility and aircraft storage; (2) dedication of an avigational easement to the City; (3) display of a large size map in the management/sales office identifying the Airport Impact Overlay District, the noise contours and overflight patterns as depicted in Exhibit 6A in the FAR Part 150 Noise Compatibility Study document as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98), and the noise contours as identified in the Chandler Airpark Area Plan; (4) submittal of a signed affidavit and photograph of the prior referenced map display; (5) inclusion of an affirmative disclosure statement on the final plat; (6) requirement that all rental leases shall provide that all questions, concerns, or complaints any tenant may have about airport operations shall be directed solely at the multifamily apartment manager; (7) requirement that all rental leases shall provide that it shall be within the sole and absolute discretion of the multifamily apartment manager (and not the tenant) to determine whether or not, when and how to communicate any tenant's question concern, or complaint to the Chandler Municipal Airport Manager.

Commission Members in Attendance: Chairman David Sperling, Vice Chair Chris Hawley, Sherri Koshiol, Alicia Kruse, Dave Siegel, Robert Bozelli and Sky McCorkle were in attendance. This attendance represented a quorum. The Commission voted 6-1 to forward a report to the Planning Administrator indicating the finding noted above. Commissioner Bozelli cast the lone dissenting vote.

cc: David De La Torre, Planning Manager  
Susan Fiala, Senior City Planner

Attachment: Airport Conflict Evaluation AP21-032

# The Ashley

SEC of Arizona Avenue and Appleby Road  
Chandler, Arizona

Area Plan Amendment, Rezoning, Preliminary  
Development Plan and Preliminary Plat  
PLH20-0050, PLH20-0051 and PLT21-0015



Prepared for:

Porter-Kyle Builders

**Submitted by:**

Sean B. Lake  
Pew & Lake, PLC  
1744 S. Val Vista Drive, Suite 217  
Mesa, AZ 85204

**Submitted to:**

The City of Chandler

**May 10, 2021**

## The Ashley Development Team

### Applicant

Mr. Sean B. Lake  
Pew & Lake, PLC  
1744 South Val Vista Drive  
Suite 217  
Mesa, AZ 85204  
Sean.lake@pewandlake.com

### Property Owner

Gwen D. Farmer  
21205 S. Arizona Avenue  
Chandler, AZ 85248

### Developer

Mr. Michael Stephan  
Porter Kyle Builders  
8149 East Evans Road, Suite 8  
Scottsdale, AZ 85260  
mstephan@porterkyle.com

### Architect

Mr. Andrew Hesse  
Porter Kyle Builders  
8149 East Evans Road, Suite 8  
Scottsdale, AZ 85260  
ahesse@porterkyle.com

### Engineer

Mr. Daniel "Ox" Auxier  
EPS Group  
1130 North Alma School Road  
Suite 120  
Mesa, AZ 85201  
dan.auxier@epsgroupinc.com

### Landscape Architecture

Mr. Jesse Westad  
WERK Urban Design  
455 N. 3<sup>rd</sup> Street, Suite 1010  
Phoenix, AZ 85004  
jesse@werkurbandesign.com

## Table of Contents

Project Overview .....	2
About Porter Kyle Builders .....	2
Relationship to Surrounding Properties .....	2
Existing Area Plan Designation and Zoning Classification .....	3
Our Requests .....	4
General Plan and Chandler Airpark Area Plan.....	4
Zoning Analysis .....	5
The Development Plan .....	6
Design Intent .....	6
Development Standards.....	8
Landscaping and Open Spaces .....	9
Parking.....	10
Neighborhood Outreach.....	10
Conclusion .....	11

## Table of Exhibits

A	Site Plan
B	Perspective Renderings
C	Elevations
D	Unit Floor Plans
E	Clubhouse Floorplans
F	Wall Plan
G	Material and Color Palette
H	Preliminary Landscape Plan
I	Signage
J	Site Details and Amenities
K	Preliminary Grading and Drainage
L	Preliminary Plat
M	Miscellaneous

## Project Overview

On behalf of Porter Kyle Builders, Pew & Lake, PLC is pleased to submit this project narrative and Conceptual Site Plan for The Ashley, a proposed multifamily development on 4.96 net acres located at the southeast corner of Arizona Avenue and Appleby Roads in the City of Chandler. The small, infill site is known as Maricopa County Parcel Number 303-041-017 and the approximate boundaries of the proposed development site are shown below.



## About Porter Kyle Builders

Based in Scottsdale, Arizona, Porter Kyle builders is a vertically integrated, multifamily developer that specializes in the design and build of contemporary and sustainable townhome communities. The Porter Kyle team has been involved in the development and construction of over 5,000 multi-family units with construction values in excess of \$500 million.

## Relationship to Surrounding Properties

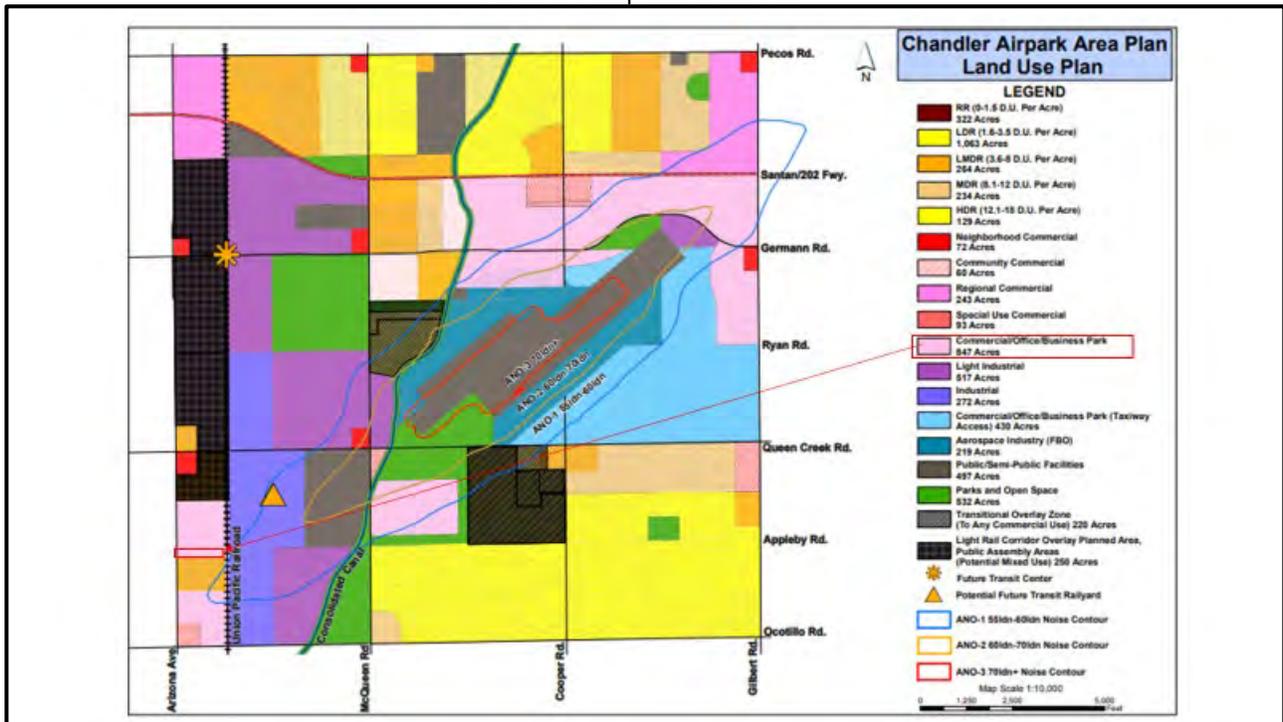
As shown on the next page, the site is currently a single residential home on a property that lies within unincorporated Maricopa County. It is surrounded by a residential subdivision to the south, railroad tracks to the east, a residential subdivision is currently being developed on the north and Hamilton High School is across Arizona Avenue to the west.

	Area Plan Designation	Zoning Classification	Existing Use
North	LMDR	PAD	Church, Residential
South	MDR	PAD	Residential
East	Industrial	RU-43 (County)	RR Tracks, Maricopa County Residential
West	N/A	PAD	Hamilton High School
<b>Project Site</b>	<b>Commercial/Office/ Business Park</b>	<b>RU-43 (County)</b>	<b>Single residential home</b>

## Existing Area Plan Designation and Zoning Classification

As shown above and in the graphic below, the site is currently designated for Commercial/Office/Business Park in the Chandler Airpark Area Plan and has no zoning designation.

Chandler Airpark Area Plan



## Our Requests

Our requests to the City of Chandler are:

1. Annexation of the property into the City's jurisdictional boundaries (under a separate process).
2. An amendment to the Chandler Airpark Area Plan from Commercial/Office/Business Park to HDR (12.1 to 18 DU/AC).
3. Rezoning of the property from Maricopa County RU-43 to MF-2 with a Planned Area Development (PAD) Overlay.
4. Preliminary Development Plan.
5. Preliminary Plat.

If approved, these requests will allow for the development of a 78-unit townhome development.

## General Plan and Chandler Airpark Area Plan

The site is designated on the City of Chandler's General Plan as Employment. The Employment designation in the General Plan specifically states that the area between Arizona Avenue and the Union Pacific Railroad is unique as it is characterized by a mix of land uses including industrial, commercial, institutional, recreation, neighborhoods and *a range of residential densities* (emphasis added). The appropriate land use is determined by the adjacent uses, parcel size, and transitioning techniques.

The site is also within the Chandler Airpark Area Plan. The Area Plan designates the site as Commercial/Office/Business Park. This request will amend the Chandler Airpark Area Plan from Commercial/ Office/Business Park to High Density Residential (HDR). Given the size of this parcel, the setbacks required from residential properties and the related parking requirements, the development of the site as Commercial, Office, or Business Park is not viable. Additionally, an employment/commercial office business park use would not be compatible with the adjacent residential development.

The proposed residential use is compatible with the existing uses of the surrounding properties, as much of the surrounding area has been developed, or is being developed, as residential. North of the site, La Costera Landing is currently under development, and south of the site is the existing Cachet at Paseo Lindo residential subdivision. On the east side of the property, the Union Pacific Railroad buffers the site from the County land designated in the Airpark Area Plan as Industrial. While the proposed density for the Ashley is higher than the nearby residential subdivisions, it is worth noting that the unique parcel shape and configuration allows this density to be achieved at a building height of 28-feet, which is less than the 45-feet allowed in the MF-2 zoning district, and the "multiple story structures" allowed in the HDR land use category. The



Chandler that is not currently available in this part of the City.

The proposed development meets or exceeds the development standards contained in the requested zoning district, and the community has been designed to capitalize on the shape of the site, without requesting the 45-foot allowed height in the underlying zoning district. The two-story height proposed in The Ashley is consistent with some of the homes in Paseo Lindo, and is also less than the height that would be allowed in a commercial district.

It is also important to note that, with regards to the subdivision to the south, Conditions of Approval from the original Paseo Lindo zoning case (Ord. No. 3866) required: 1) a 35-foot setback on the north property line, 2) a double-row of trees and 3) allows development of this parcel to measure building setbacks from the nearest residential homes in Paseo Lindo, rather than the parcel's south property line.

## **The Development Plan**

Porter Kyle is excited to introduce The Ashley, a proposed multi-family development at the southeast corner of Arizona Avenue and Appleby Road. This small, infill parcel presents the perfect opportunity for a unique multi-family development that will provide a transitional use between the existing single-family residential development south of the parcel, and the church and residential use north of the development site. The Ashley will bring a unique housing product that is not currently available in this part of Chandler. The Ashley will feature 78 townhomes in a gated community.

As shown on the Site Plan, The Ashley is designed to take advantage of the long, rectilinear configuration of the site. It has a main entry off Appleby Road, that is directly opposite the clubhouse, pool and main amenity area. A single, meandering, 25' drive aisle proceeds down the center of the rectangular property that provides access to twelve different residential buildings, as well as secondary points of egress. The townhome buildings contain three to eight units apiece. The homes in The Ashley range in size from 750 to 1,500 livable square feet and each home features a two-car direct-access garage, a private backyard and upper-level balcony.

## **Design Intent**

Porter Kyle designs and builds contemporary, energy efficient townhome communities that exude style. Designed by award winning architects, their new construction luxury townhomes live more like a single-family home than a traditional garden-style building. Porter Kyle is known for authentic and innovative design and quality construction. Some of the features found in Porter Kyle communities include:

- Swimming Pools in every Community
- Outdoor living in private backyards
- Thoughtful landscape designs
- Interiors that include 10-foot ceilings, elegant hardwood style flooring, stainless steel appliances and attached garages
- Sustainable and environmentally friendly building materials
- Energy efficient LED fixtures throughout the property.

Shown on the next page are examples of the overall design aesthetic and quality finishes proposed for The Ashley:



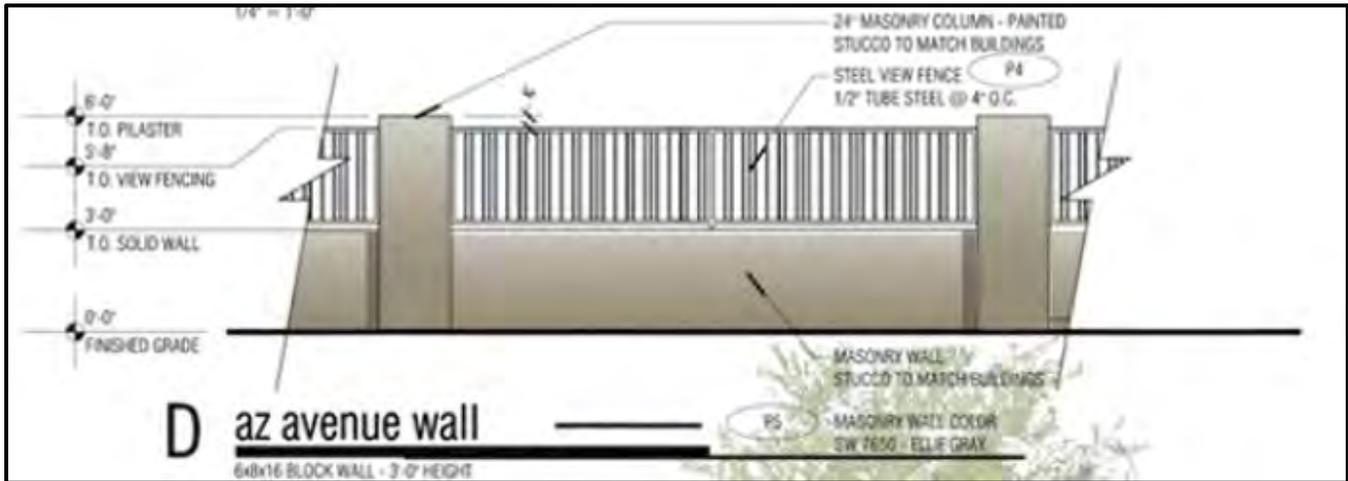


## Development Standards

The Ashley community has been thoughtfully designed with the following development standards. Shown on the next page are the required MF-2 standards, and the manner in which The Ashley meets or exceeds those standards. The design of this subdivision will enhance the living experience for residents of The Ashley, and also mitigate impacts to the surrounding neighborhoods.

Standard	Required- MF-2	Proposed- PAD/MF-2
Front Setback (Arizona Avenue)	50'	50'
Rear Setback (East Side)	10'	30'
Street Side Setback (Appleby Rd)	30'	26'
Side Setback (Paseo Lindo)	10'	10'
Building Height	45'	26'
Density (maximum)	18 du/ac	15.72 net du/ac
Common Open Space	24,750 s.f. (150 s.f. per bedroom)	36,093 s.f. (421 s.f. per bedroom)
Private Open Space	8,814 s.f. (113 s.f. per unit)	21,450 s.f. (275 s.f. per unit)
Lot Coverage (maximum)	45%	32%

It is worth noting that while this development meets the building setbacks required for an arterial/collector intersection, the perimeter walls along Arizona Avenue encroach into the landscape setback. This encroachment is to ensure the continuity of the gated community and provide security to residents in the Ashley. Along Arizona Avenue, the perimeter fencing has been designed to provide steel view fencing atop a solid base as shown below. This will provide visual transparency while providing the security necessary to an adjacent arterial street.



Appleby Road is designated as a collector and requires a 30-foot building setback. However, since the street dead-ends at the railroad crossing, this development is providing a 26-foot building setback. Additionally, the fences that create the private yards that back onto Appleby Road vary from 12-feet to 14-feet from the property line. This variation provides visual interest along Appleby and breaks up the vast expanse of wall along Appleby Road.

### Landscaping and Open Spaces

As shown in the chart above, The Ashley provides an abundance of private and common open space. Similarly, the landscaping proposed in this community exceeds the code requirement. Where 73 trees and 434 shrubs are required, The Ashley will have 106 trees and 665 shrubs. The caliper and container sizes for the chosen plants and trees are also in compliance with the code. The landscaping in The Ashley allows for a lot coverage that is well below the coverage allowed in the MF-2 zoning district. Finally, the amenities provided in The Ashley include a fitness center, pool, outdoor barbecues, three pocket parks and a dog park creating a modern, livable multifamily community.

## Parking

As shown below, The Ashley provides more than the amount of parking required for multifamily developments in the City of Chandler. Each home has a two-car garage, and 35 of the units have full-size, two-car driveways. Where there are three-bedroom units without a driveway, there is surface parking to accommodate a possible third car. Additionally, the surface parking is sufficient to accommodate visitors to the community.

Parking Analysis			
Resident Parking Required	# of Units	Required Spaces	The Ashley PAD- Provided
1 Bedroom (1.5 spaces per unit)	20	30	40 garage spaces
2 Bedroom (2 per unit)	29	58	58 garage spaces
3 Bedroom (2.25 Spaces per unit)	29	66	58 garage spaces
<b>Sub Total</b>		<b>154</b>	<b>156 Spaces</b>
Visitor/Guest Parking Required	.25 Spaces per Unit	20 Spaces	24 spaces
<b>Total Required Parking</b>		<b>178 Spaces</b>	<b>180 Spaces</b>
Garage Parking			156 spaces
Surface Parking			24 spaces
<b>Total Parking Provided</b>			<b>180 spaces</b>

## Neighborhood Outreach

As required by the City's Municipal Code, a virtual neighborhood meeting was held on August 3, 2020 via *GoToMeeting*. The required 1320' notification distance yielded a notification list of 257 property owners. The developer attended the meeting along with land use Counsel. Three neighbors attended the meeting. A second neighborhood meeting was held on March 16, 2021. Sixteen individuals participated in the virtual meeting, including members of the development team and City staff. The primary interest of the neighbors is the landscaping on the south side of the development and how it relates to the existing Paseo Lindo subdivision.

Additionally, the Developer and Applicant attended a virtual meeting of the Cachet at Paseo Lindo Homeowner's Association on January 14, 2021. The proposed development was presented to the Board of Directors and approximately six to eight homeowner attendees, a few of whom had participated in the neighborhood meeting. The overall attitude toward The Ashley development was positive, and the neighbors indicated that they are looking forward to the development of this property for this proposed use.

## **Conclusion**

Porter Kyle has identified the City of Chandler as a dynamic community in need of a diversity of housing options for its current and future residents and is excited to develop a multifamily residential community at this unique, infill location. We look forward to gathering input from City staff that will allow us to make our vision for this site a reality.

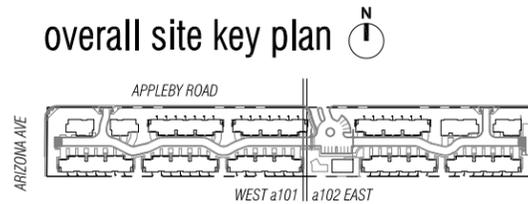
# **Exhibit A- Site Plan**

## project description

CITY OF CHANDLER: PLH20-0051  
SCOPE OF WORK: NEW CONSTRUCTION FOR 78 MULTIFAMILY RESIDENTIAL UNITS WITH SHARED COMMUNITY BUILDING.

140,000 GSF NEW CONSTRUCTION - APARTMENTS  
2,200 GSF NEW CONSTRUCTION LEASING OFFICE | CLUBHOUSE

## overall site key plan



## zoning

155 E APPLEBY ROAD  
CHANDLER, AZ 85248 (MARICOPA COUNTY)  
303-41-017 (222,543 SF)

N 202F OF SW4 LY W OF R/W S PAC R/R EX N & W 33F & EX RD  
TOWNSHIP 2S, RANGE 5E, SECTION 15

222,543 GSF TOTAL LOT SIZE (5.11 ACRES)  
215,912 NSF (4.96 ACRES)

ZONING: MARICOPA COUNTY RU-43 (EXISTING)  
PAD/MF-2 (PROPOSED)

SETBACKS SEC. 35-1003 REQUIRED PROPOSED  
STREET SIDE SETBACK (APPLEBY): 30' for first 100' then 25' 30' for first 100' then 25'  
FRONT SETBACK (ARIZ AVENUE): 50' for first 250' 50' for first 125' then 30'-7'

REAR SETBACK (RAILROAD): 10'-0" 30'-0"  
SIDE SETBACK (PASEO LINDO): 10'-0" 10'-0"  
HEIGHT LIMIT: 45 FT MAX. 26'-0"

DENSITY SEC. 35-1003  
18.0 DWELLING UNITS/ACRE ALLOWED  
15.72 DWELLING UNITS/ACRE PROPOSED

## parking

UNIT TYPES	QUANTITY	REQUIRED
ONE BEDROOM	20	1.5 SPACES/UNIT 30.00
TWO BEDROOM	29	2 SPACES/UNIT 58.00
THREE BEDROOM	29	2.25 SPACES/UNIT 65.25
<b>TOTAL</b>		<b>154 SPACES</b>

VISITOR PARKING 4 SPACES/UNIT 78/4 = 19.5  
20 SPACES REQUIRED  
24 SPACES PROVIDED

156 GARAGE SPACES + 24 SURFACE SPACES  
25 of 29 3 BEDROOM UNITS HAVE (2) CAR DRIVEWAY (MINIMUM 20' DEPTH)  
2 of 29 2 BEDROOM UNITS HAVE (2) CAR DRIVEWAY (MINIMUM 20' DEPTH)  
8 OF 20 1 BEDROOM UNITS HAVE (2) CAR DRIVEWAY (MINIMUM 20' DEPTH)

\* GARAGE ACCESS WITH LESS THAN 20' CLEAR DEPTH FROM BACK OF CURB OR SIDEWALK TO BE STRIPED OR SIGNED FOR NO PARKING.

## open space

215,912 NSF TOTAL LOT SIZE (4.96 ACRES)

GENERAL OPEN SPACE REQUIREMENTS  
MULTIFAMILY (150 SF PER BEDROOM)

ONE BDRM 20 x 1 20  
TWO BDRM 29 x 2 58  
THREE BDRM 29 x 3 87

TOTAL BEDROOMS 165 x 150 SF 24,750 SF REQUIRED

TOTAL COMMON SPACE 36,093 SF PROVIDED

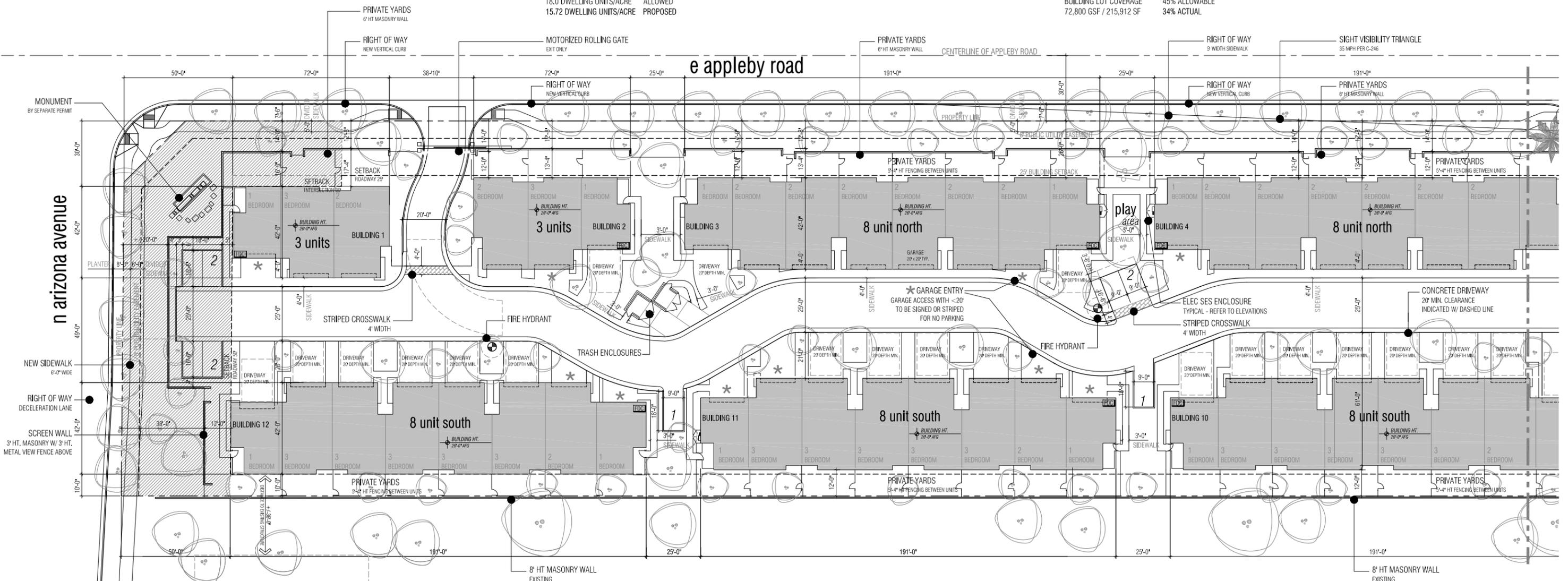
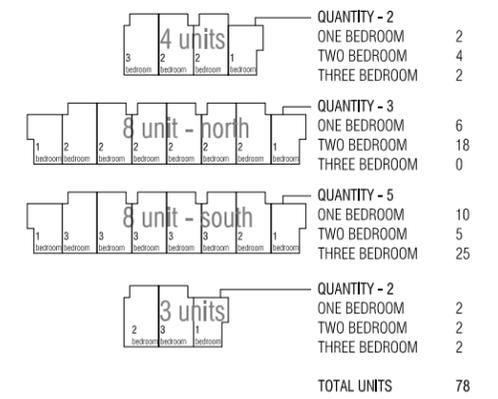
PRIVATE BACKYARDS  
MULTIFAMILY (113 SF PER UNIT) 8,814 SF REQUIRED  
21,450 SF PROVIDED

BALCONIES (8' DIAMETER MINIMUM)  
2ND FLOOR BALCONY 1 BDRM 72 SF x 20 1,440 SF  
2ND FLOOR BALCONY 2 BDRM 128 SF x 29 3,712 SF  
2ND FLOOR BALCONY 3 BDRM 72 SF x 29 2,088 SF

7,240 SF PROVIDED

BUILDING LOT COVERAGE 45% ALLOWABLE  
72,800 GSF / 215,912 SF 34% ACTUAL

## unit configuration diagrams



single family residential

single family residential

1 partial site plan - WEST



a101  
preliminary design

MAY 01 2021  
PRELIMINARY SITE PLAN

THE ASHLEY 155 E. APPLEBY ROAD CHANDLER ARIZONA 85248  
PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE 8 SCOTTSDALE ARIZONA 85260

theashley

## project description

CITY OF CHANDLER: PLH20-0051  
 SCOPE OF WORK: NEW CONSTRUCTION FOR 78 MULTIFAMILY RESIDENTIAL UNITS WITH SHARED COMMUNITY BUILDING.

140,000 GSF NEW CONSTRUCTION - MULTIFAMILY APARTMENTS  
 2,200 GSF NEW CONSTRUCTION LEASING OFFICE | CLUBHOUSE

## project information

MULTIFAMILY AMENITIES REQUIREMENTS SEC. 35-1902  
 GYM  
 POOL  
 OUTDOOR BBQ AT POOL AREA  
 PARK / PLAY AREA  
 DOG PARK

## building codes

APPLICABLE BUILDING CODES

ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES AND AMENDMENTS PER THEIR ADOPTING ORDINANCES IN THE CITY OF CHANDLER, ARIZONA.

- 1 OCCUPANCY GROUP
- R-2 RESIDENTIAL APARTMENTS 78 UNITS
- A-3 CLUBHOUSE AND LEASING OFFICE 2,200 OVERALL SF

LOBBY (A-3 OCCUPANCY) 92 OCCUPANTS  
 GYM (B OCCUPANCY) 16 OCCUPANTS

### 2 GENERAL BUILDING HEIGHTS AND AREAS

RESIDENTIAL:  
 CONSTRUCTION TYPE (IBC TABLE 601): TYPE VB

PER TABLE 503  
 GROUP R-2: 9,000 SF / FLOOR  
 ACTUAL AREA: +/-7,000 SF / 2 LEVEL 8 UNIT BUILDING  
 ACTUAL AREA: +/-3,500 SF / 2 LEVEL 4 UNIT BUILDING  
 ACTUAL AREA: +/-2,450 SF / 2 LEVEL 3 UNIT BUILDING

MAXIMUM ALLOWABLE HEIGHT: 40'  
 ACTUAL MAXIMUM HEIGHT: 26'

## fire access notes:

FIRE APPARATUS ACCESS ROADS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION OF THIS PROJECT. THE MINIMUM STANDARDS SHALL COMPLY WITH SECTIONS 503.1 AND 503.2 OF THE INTERNATIONAL FIRE CODE

DRIVE AISLES DESIGNED TO AASHTO WB-50 TEMPLATE

DEAD END DRIVEWAYS 150 FT ALLOWABLE  
 100 FT MAXIMUM PROVIDED

PROPOSED FIRE HYDRANT (REFER TO CIVIL PLANS)

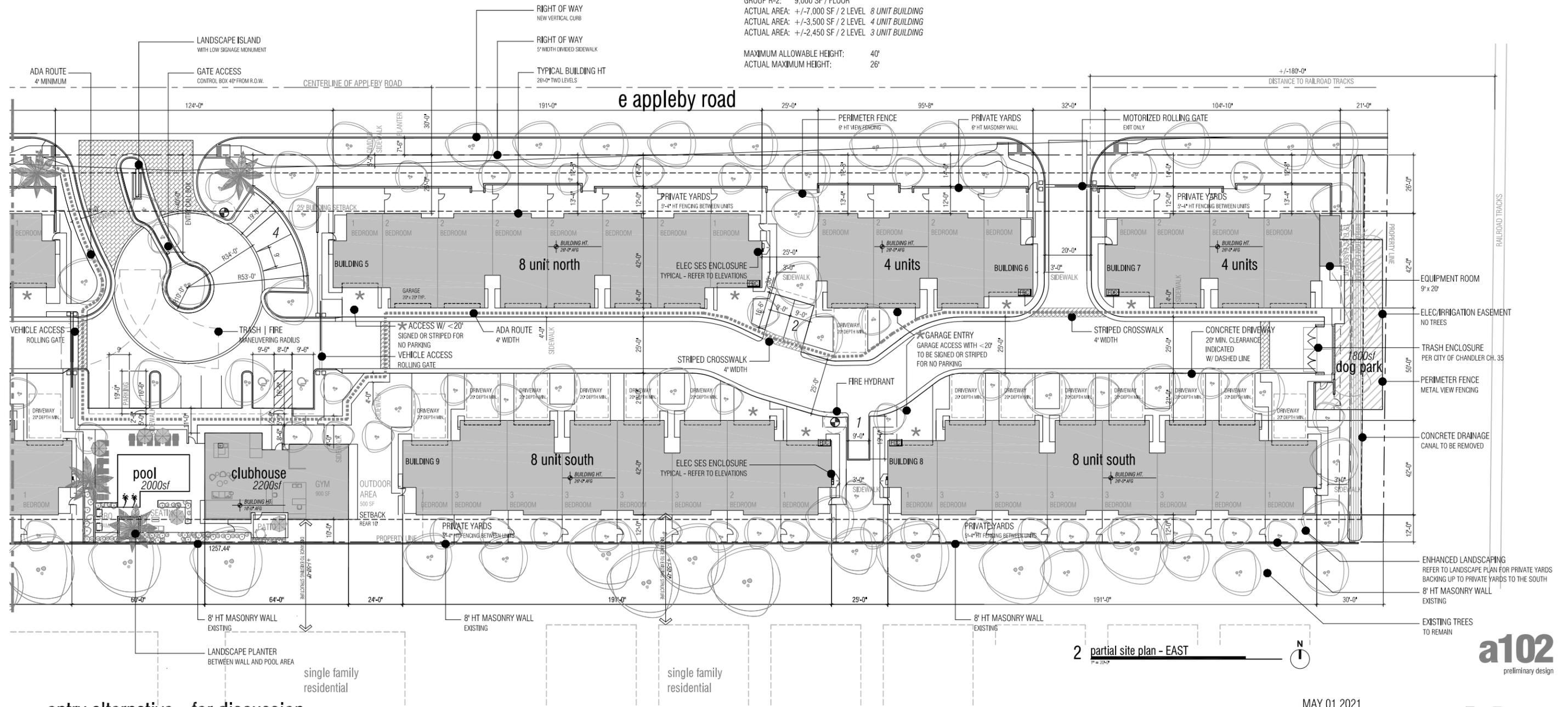
PROPOSED FDC LOCATIONS AT EACH BUILDING

## fire notes

VEHICLES OF ALL OWNERS, TENANTS, LESSEES, AGENTS, GUESTS AND INVITEES ARE TO BE KEPT IN DESIGNATED PARKING SPACE. OWNER'S GUEST AND INVITEES MAY PARK VEHICLES IN DESIGNATED AREAS ONLY AS DETERMINED BY THE CITY OF CHANDLER ORDINANCES. CITY OF CHANDLER CODE REQUIRES THERE SHALL BE NO PARKING OR OTHER OBSTRUCTION IN DESIGNATED FIRE LANES. THE BOARD OF DIRECTORS, PROPERTY MANAGER WILL ENFORCE THE NO PARKING REQUIREMENT AND THE MAINTENANCE THEREOF WILL FALL TO PROPERTY OWNER AND/OR MANAGEMENT.

ELECTRICALLY OPERATED OR LOCKED GATES INSTALLED ACROSS REQUIRED FIRE APPARATUS ACCESS ROADWAYS SHALL BE PROVIDED WITH PRE-EMPTION DEVICES AND KEY SWITCH. THE GATE(S) WITH THE PRE-EMPTION DEVICES SHALL REMAIN OPEN FOR 30 MINUTES AFTER THE FIRST UNIT ENTERS, TO ALLOW OTHER UNITS OR AMBULANCES TO ENTER DURING EMERGENCIES. ELECTRIC GATE OPERATORS, WHERE PROVIDED, SHALL BE LISTED IN ACCORDANCE WITH UL 325. GATES INTENDED FOR AUTOMATIC OPERATION SHALL BE DESIGNED, CONSTRUCTED AND INSTALLED TO COMPLY WITH THE REQUIREMENTS OF ASTM F 2200

## overall site key plan



2 partial site plan - EAST

**a102**  
 preliminary design

entry alternative for discussion

MAY 01 2021  
 PRELIMINARY SITE PLAN

THE ASHLEY 155 E. APPLEBY ROAD CHANDLER ARIZONA 85248  
 PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE 8 SCOTTSDALE ARIZONA 85260

**theashley**

# **Exhibit B- Perspective Renderings**



MARCH 29 2021

THE ASHLEY 155 E. APPLEBY ROAD CHANDLER ARIZONA 85248  
PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE 8 SCOTTSDALE ARIZONA 85260

**theashley**

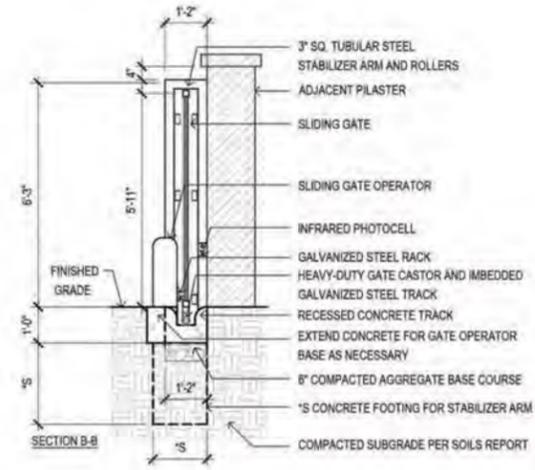
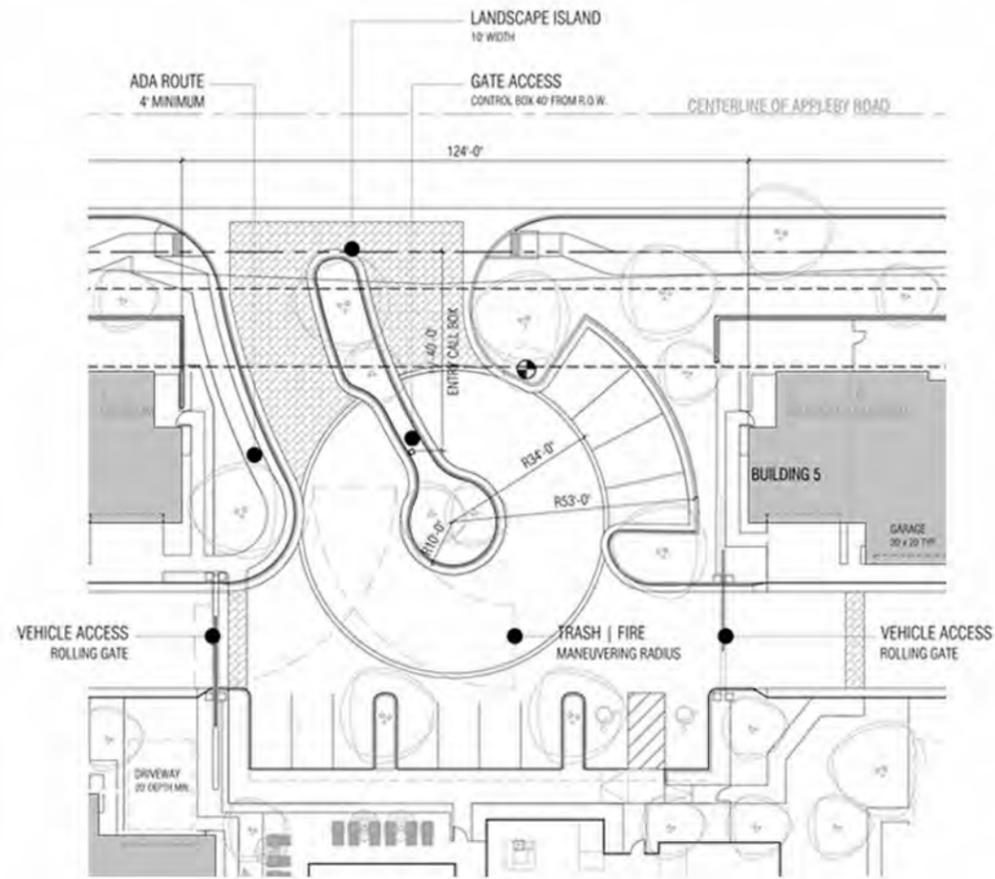




MAY 01 2021

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MARCH 29 2021  
VEHICLE ENTRY GATE

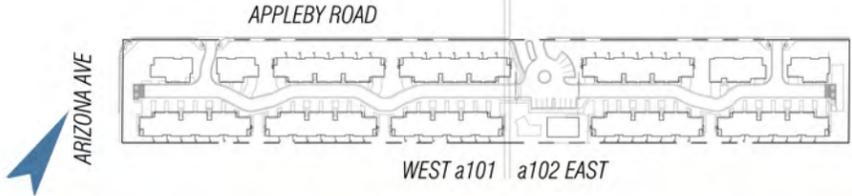


MAY 01 2021

THE ASHLEY 155 E. APPLEBY ROAD CHANDLER ARIZONA 85248  
PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE 8 SCOTTSDALE ARIZONA 85260

**theashley**

# overall site key plan



View from Arizona Avenue - looking North

MAY 01 2021

THE ASHLEY 155 E. APPLEBY ROAD CHANDLER ARIZONA 85248  
PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE 8 SCOTTSDALE ARIZONA 85260





*View of Equipment Room from Railroad*



BUILDING 7 EQUIPMENT ROOM

MAY 01 2021

# **Exhibit C- Elevations**



**1** two bedroom side entry  
1/8" = 1'-0"



**2** one bedroom side entry  
1/8" = 1'-0"

**elevation general notes**  
 A. ALL ROOF MOUNTED EQUIPMENT SHALL BE FULLY SCREENED FROM VIEW.  
 B. ALL STUCCO TO BE LIGHT SAND FINISH

**painting legend**

P1	BODY STUCCO COLOR	SW 1015 - SKYLINE STEEL
P2	ACCENT STUCCO COLOR	SW 9615 - SEA SERPENT
P3	ACCENT DOOR COLOR	SW 9100 - UMBER RUST
P4	ACCENT METAL COLOR	SW 7674 - PEPPERCORN

**material keynotes**

1. SAND FINISH STUCCO OVER 1" FOAM
2. FLAT PANEL METAL SHEATHING WRAPPED BEAM
3. 42" HT METAL RAILING WITH COMPOSITE WOOD PANEL INFILL
4. WALL MOUNTED EXTERIOR LIGHT
5. INSULATED FIBERGLASS DOOR AND FRAME
6. VINYL OR ALUMINUM FRAME WINDOWS
7. VINYL OR ALUMINUM FRAME SLIDING GLASS DOORS
8. COMPOSITE WOOD PANEL RAINSCREEN SIDING
9. PAINTED SECTIONAL GARAGE DOOR
10. COMPOSITE WOOD PANEL FENCING OVER STEEL SUPPORTS - 6' HT.
11. FLAT PANEL METAL SHEATHING
12. METAL SWING GATE TO PRIVATE PATIO
13. BALCONY FRAMING EXTENDING OUT FROM THE BUILDING - SHEATH THE WOOD BEAMS IN 24ga METAL PANELS
14. COMPOSITE WOOD OR PAINTED FIBER CEMENT PANEL MECH SCREEN OVER STEEL STRUCTURE
15. PET DOOR
16. ELECTRICAL SERVICE ENTRY PANEL AND METERS (WHERE OCCURS ON ELECTRICAL PLANS)
17. WOOD TRELLIS - REFER TO STRUCTURAL AND ARCH DETAILS



**3b** 3 unit - private yard elevation  
1/8" = 1'-0"



**4b** 4 unit - private yard elevation  
1/8" = 1'-0"



**3a** 3 unit - garage entry elevation  
1/8" = 1'-0"



**4a** 4 unit - garage entry elevation  
1/8" = 1'-0"

**a202**  
preliminary design

MARCH 29 2021  
PRELIMINARY BUILDING PLANS AND ELEVATIONS

THE ASHLEY 155 E. APPLBY ROAD CHANDLER ARIZONA 85248  
PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE 8 SCOTTSDALE ARIZONA 85260

**theashley**



SES elec panel enclosure incorporated into the private yard fencing



side elevation

side elevation



2 private yard elevation



patio and window shade trellis

- 28'-0" T.O. MECH SCREEN
- 26'-0" T.O. PARAPET
- 20'-2" T.O. OPENINGS
- 12'-0" SECOND FLOOR FFE
- 0'-0" FINISHED FLOOR



1 8-unit building elevation

MARCH 29 2021  
PRELIMINARY ELEVATIONS

THE ASHLEY 155 E. APPLEBY ROAD CHANDLER ARIZONA 85248  
PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE 8 SCOTTSDALE ARIZONA 85260



**elevation general notes**

- A. ALL ROOF MOUNTED EQUIPMENT SHALL BE FULLY SCREENED FROM VIEW.
- B. ALL STUCCO TO BE LIGHT SAND FINISH.

**painting legend - clubhouse**

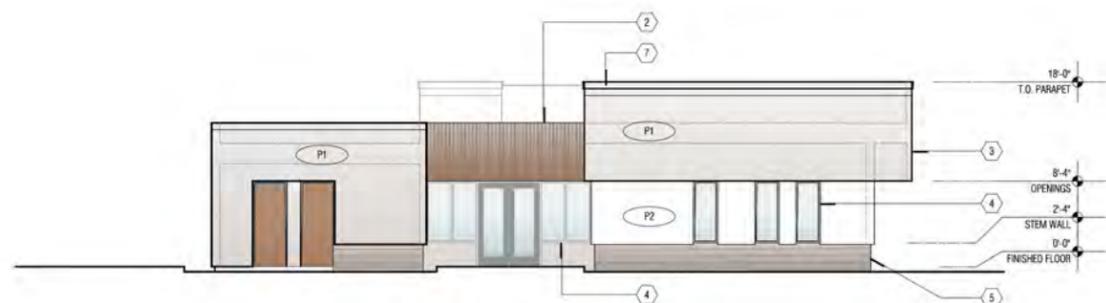
- P1 BODY STUCCO COLOR SW 1015 - SKYLINE STEEL
- P2 ACCENT STUCCO COLOR SW 7014 - ELDER WHITE
- P3 ACCENT DOOR COLOR SW 9100 - UMBER RUST
- P4 ACCENT METAL COLOR SW 7674 - PEPPERCORN

**material keynotes**

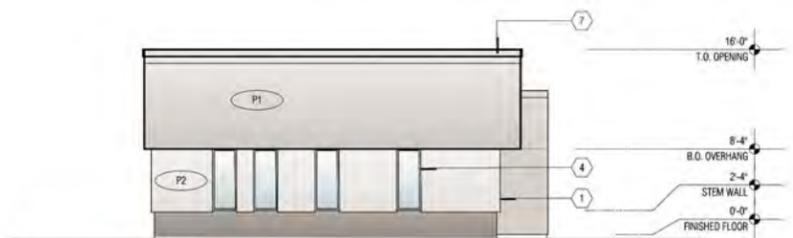
- 1 SAND FINISH STUCCO OVER 1" FOAM
- 2 RUST FINISH OR CORTEN STEEL CORRUGATED METAL PANEL
- 3 STUCCO PARAPET OVERHANG
- 4 ALUMINUM FRAME WINDOWS
- 5 MASONRY STEM WALL
- 6 WALL MOUNTED ACCENT LIGHTING
- 7 STUCCO PARAPET CAP DETAIL



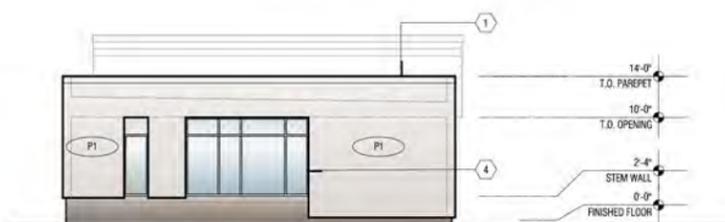
**2 north elevation**  
1/8" = 1'-0"



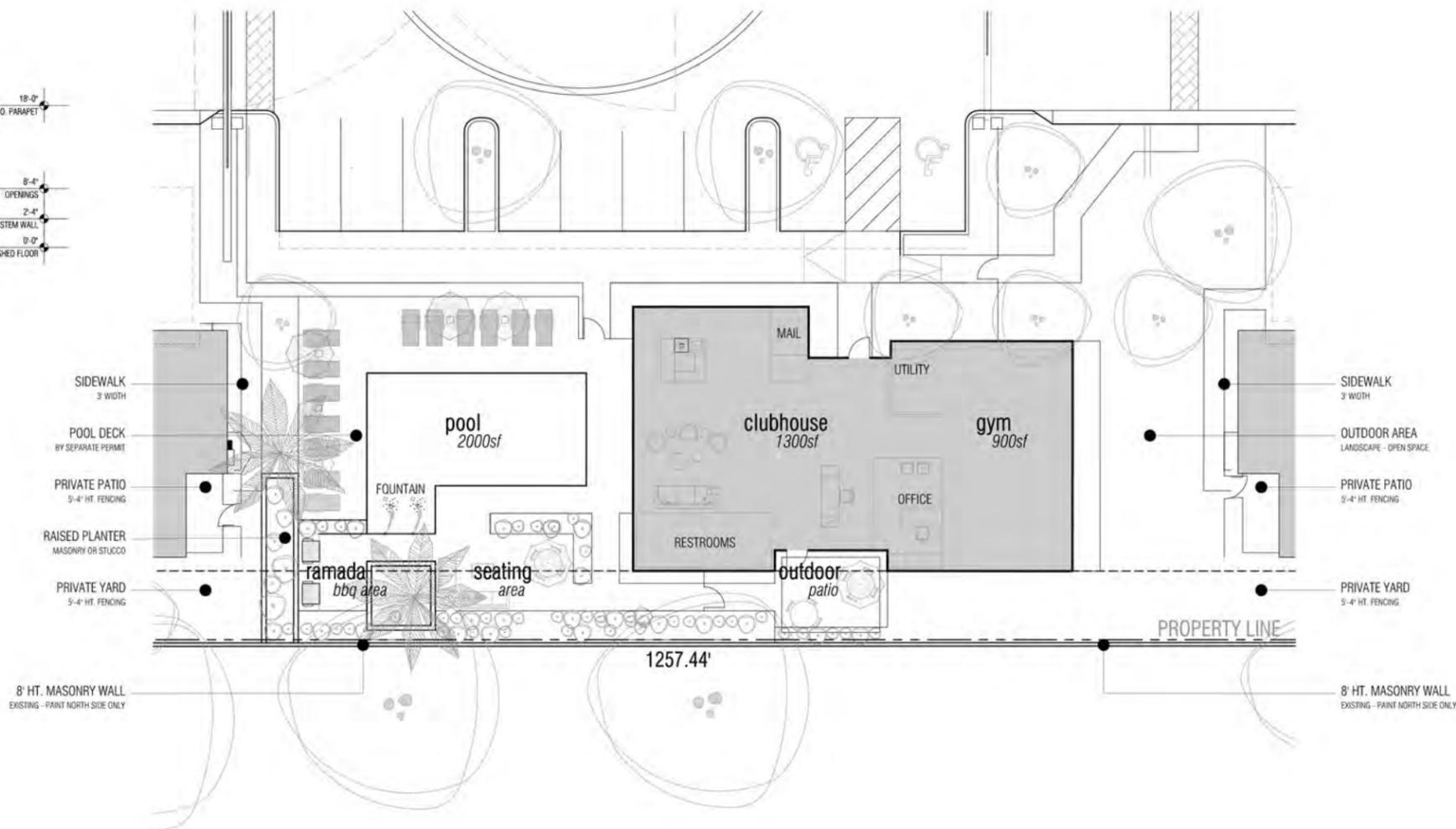
**3 south elevation**  
1/8" = 1'-0"



**4 east elevation**  
1/8" = 1'-0"



**5 west elevation**  
1/8" = 1'-0"



**1 clubhouse plan**  
1/8" = 1'-0"



**a106**  
preliminary design

JANUARY 2021  
PRELIMINARY CLUBHOUSE ELEVATIONS

THE ASHLEY 155 E. APPLBY ROAD CHANDLER ARIZONA 85248  
PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE 8 SCOTTSDALE ARIZONA 85260

**theashley**

**elevation general notes**

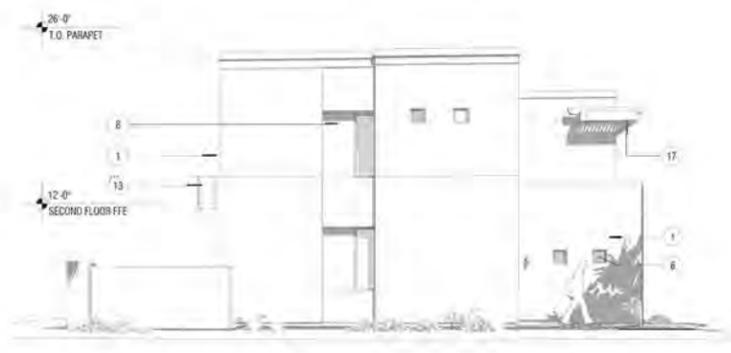
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- B. ALL STUCCO TO BE LIGHT SAND FINISH

**painting legend**

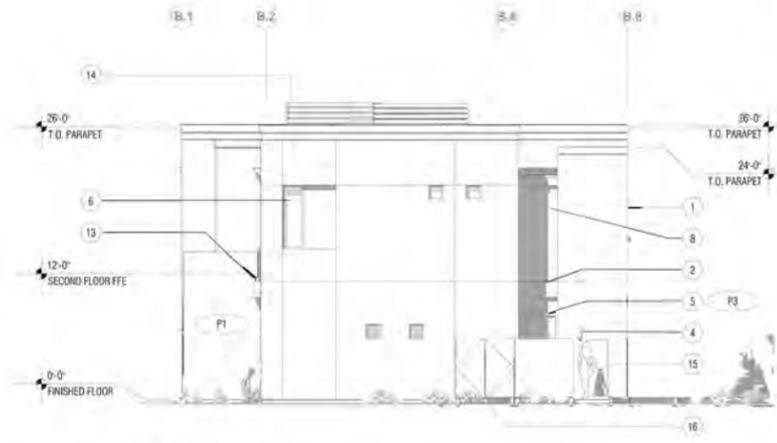
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**material keynotes**

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17. WOOD TRELLIS - REFER TO STRUCTURAL AND ARCH DETAILS



**1 two bedroom side entry**  
1/8" = 1'-0"



**2 one bedroom side entry**  
1/8" = 1'-0"



**3b 3 unit - private yard elevation**  
1/8" = 1'-0"



**4b 4 unit - private yard elevation**  
1/8" = 1'-0"



**3a 3 unit - garage entry elevation**  
1/8" = 1'-0"



**4a 4 unit - garage entry elevation**  
1/8" = 1'-0"

**elevation general notes**

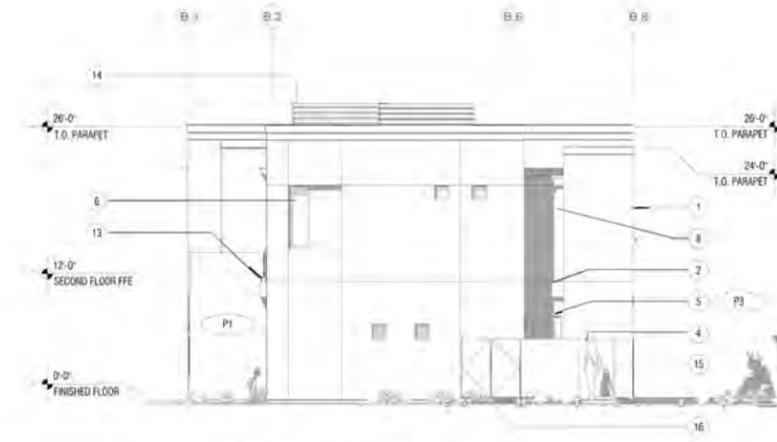
- A ALL ROOF MOUNTED EQUIPMENT SHALL BE FULLY SCREENED FROM VIEW
- B ALL STUCCO TO BE LIGHT SAND FINISH

**painting legend**

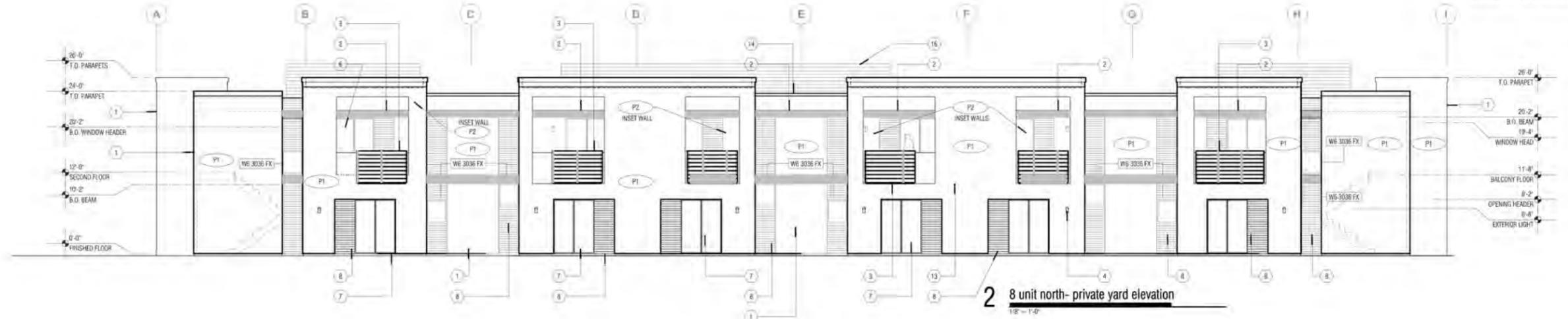
- |    |                     |                         |
|----|---------------------|-------------------------|
| P1 | BODY STUCCO COLOR   | SW 1015 - SKYLINE STEEL |
| P2 | ACCENT STUCCO COLOR | SW 9615 - SEA SERPENT   |
| P3 | ACCENT DOOR COLOR   | SW 9100 - GIMMERY FLUET |
| P4 | ACCENT METAL COLOR  | SW 7674 - PEPPER CORN   |

**material keynotes**

- 1 SAND FINISH STUCCO OVER 1" FOAM
- 2 FLAT PANEL METAL SHEATHING WRAPPED BEAM
- 3 42" HT METAL RAILING WITH COMPOSITE WOOD PANEL INFILL
- 4 WALL MOUNTED EXTERIOR LIGHT
- 5 INSULATED FIBERGLASS DOOR AND FRAME
- 6 VINYL OR ALUMINUM FRAME WINDOWS
- 7 VINYL OR ALUMINUM FRAME SLIDING GLASS DOORS
- 8 COMPOSITE WOOD PANEL RAINSCREEN SIDING
- 9 PAINTED SECTIONAL GARAGE DOOR
- 10 COMPOSITE WOOD OR FIBER PANEL FENCING OVER STEEL SUPPORTS - 8' HT.
- 11 FLAT PANEL METAL SHEATHING
- 12 METAL SWING GATE TO PRIVATE PATIO
- 13 BALCONY FRAMING EXTENDING OUT FROM THE BUILDING - SHEATH THE WOOD BEAMS IN 24ga METAL PANELS
- 14 16" DEEP PARAPET DETAIL - 8" x 2" EXTRUDED STUCCO BAND @ ABOVE 3/4" CONTROL/REVEAL JOINT
- 15 PET DOOR
- 16 COMPOSITE WOOD OR PAINTED FIBER PANEL SCREEN AROUND ROOFTOP MECHANICAL EQUIPMENT
- 17 WOOD TRELLIS - REFER TO STRUCTURAL AND ARCH DETAILS



**3 one bedroom side entry**  
1/8" = 1'-0"



**2 8 unit north- private yard elevation**  
1/8" = 1'-0"



**1 8 unit north - entry elevation**  
1/8" = 1'-0"

**a302**  
preliminary design

**the ashley**

**elevation general notes**

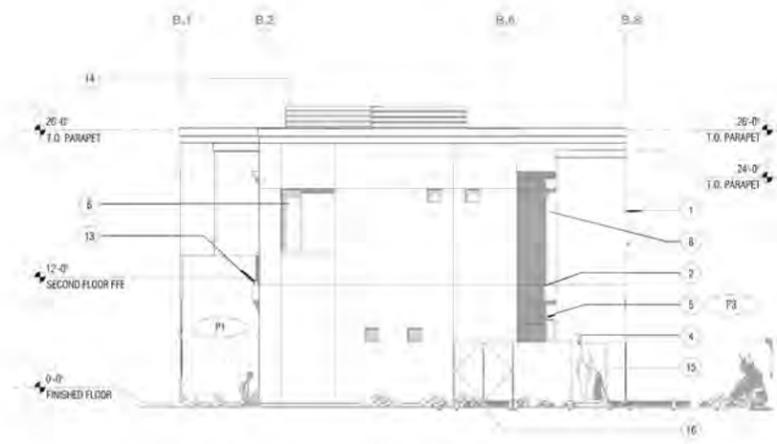
- A ALL ROOF MOUNTED EQUIPMENT SHALL BE FULLY SCREENED FROM VIEW.
- B ALL STUCCO TO BE LIGHT SAND FINISH.

**painting legend**

- |      |                     |                         |
|------|---------------------|-------------------------|
| (P1) | ROOF STUCCO COLOR   | SW 1015 - SKYLINE STEEL |
| (P2) | ACCENT STUCCO COLOR | SW 9016 - SEA SERPENT   |
| (P3) | ACCENT DOOR COLOR   | SW 9100 - UMBER RUST    |
| (P4) | ACCENT METAL COLOR  | SW 7074 - PEPPER CORN   |

**material keynotes**

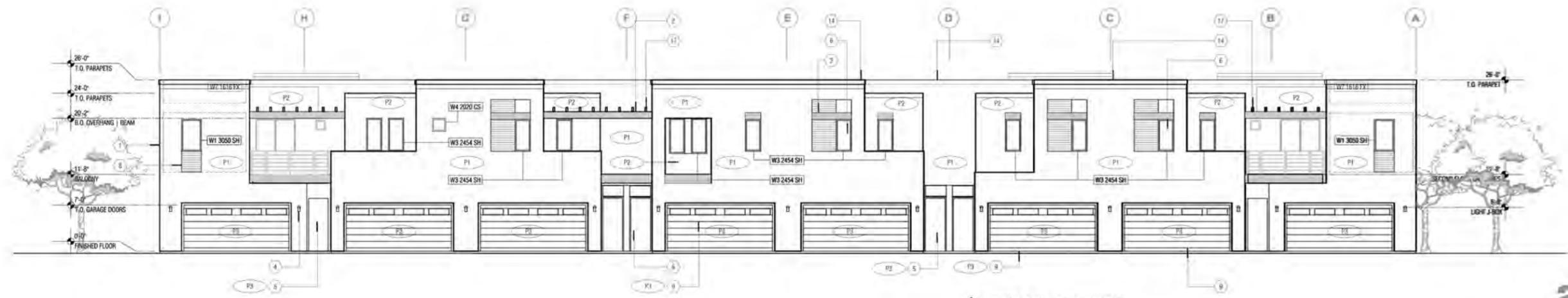
- 1 SAND FINISH STUCCO OVER 1" FDAM
- 2 FLAT PANEL METAL SHEATHING WRAPPED BEAM
- 3 42" HT METAL RAILING WITH COMPOSITE WOOD PANEL (B.H.)
- 4 WALL MOUNTED EXTERIOR LIGHT
- 5 INSULATED FIREGLASS DOOR AND FRAME
- 6 VINYL OR ALUMINUM FRAME WINDOWS
- 7 VINYL OR ALUMINUM FRAME SLIDING GLASS DOORS
- 8 COMPOSITE WOOD PANEL RAANSCREEN DOORS
- 9 PAINTED SECTIONAL GARAGE DOOR
- 10 COMPOSITE WOOD PANEL FENCING OVER STEEL SUPPORTS - 8 HT
- 11 FLAT PANEL METAL SHEATHING
- 12 METAL SWING GATE TO PRIVATE PATIO
- 13 BALCONY FRAMING EXTENDING OUT FROM THE BUILDING - SHEATH THE WOOD BEAMS IN 24" METAL PANELS
- 14 METAL PARAPET GAP
- 15 PET DOOR
- 16 ELECTRICAL SERVICE ENTRY PANEL AND METERS (WHERE OCCURS ON ELECTRICAL PLAN)
- 17 WOOD TRELLIS - REFER TO STRUCTURAL AND ARCH DETAILS



**3 one bedroom side entry**  
1/8" = 1'-0"



**2 8 unit south- private yard elevation**  
1/8" = 1'-0"

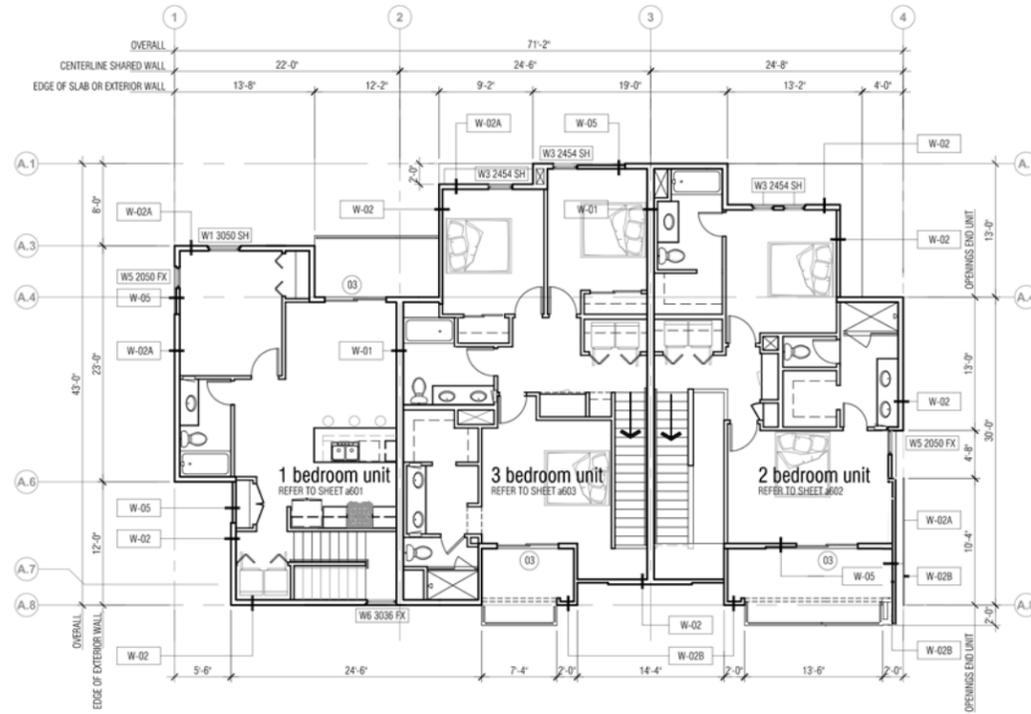


**1 8 unit south - entry elevation**  
1/8" = 1'-0"

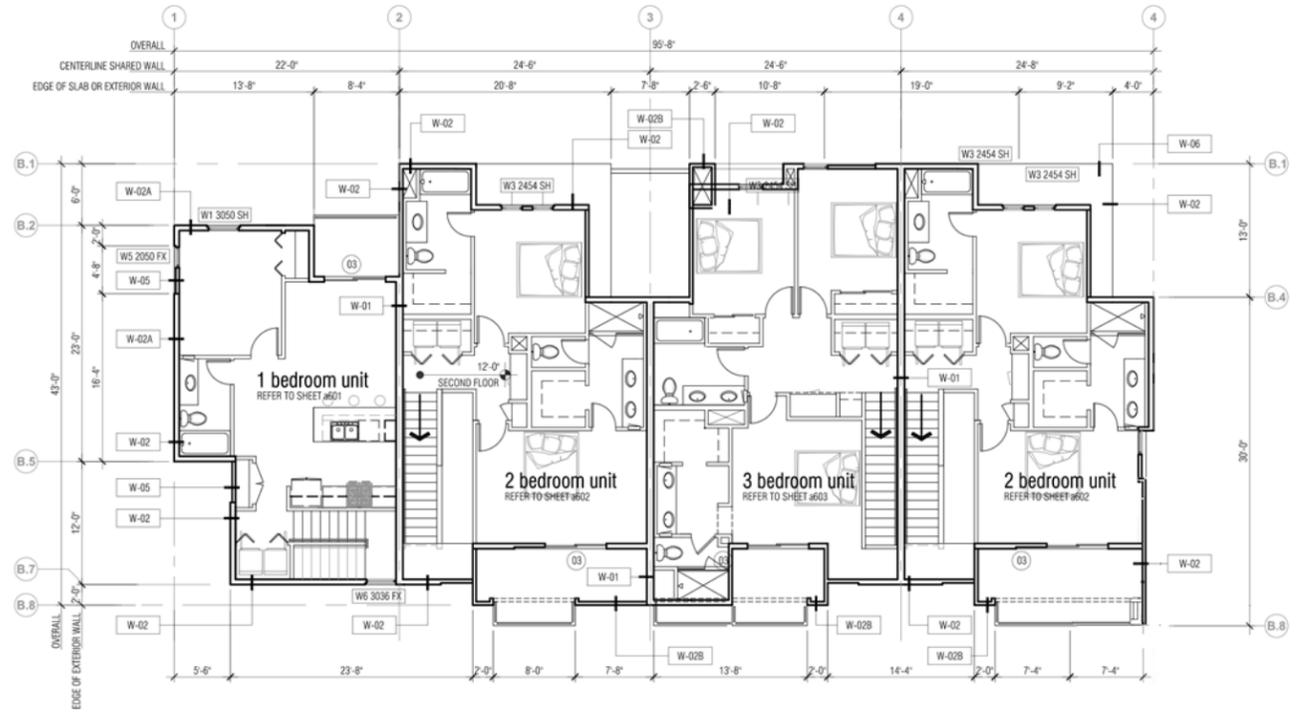
**a402**  
preliminary design

**theashley**

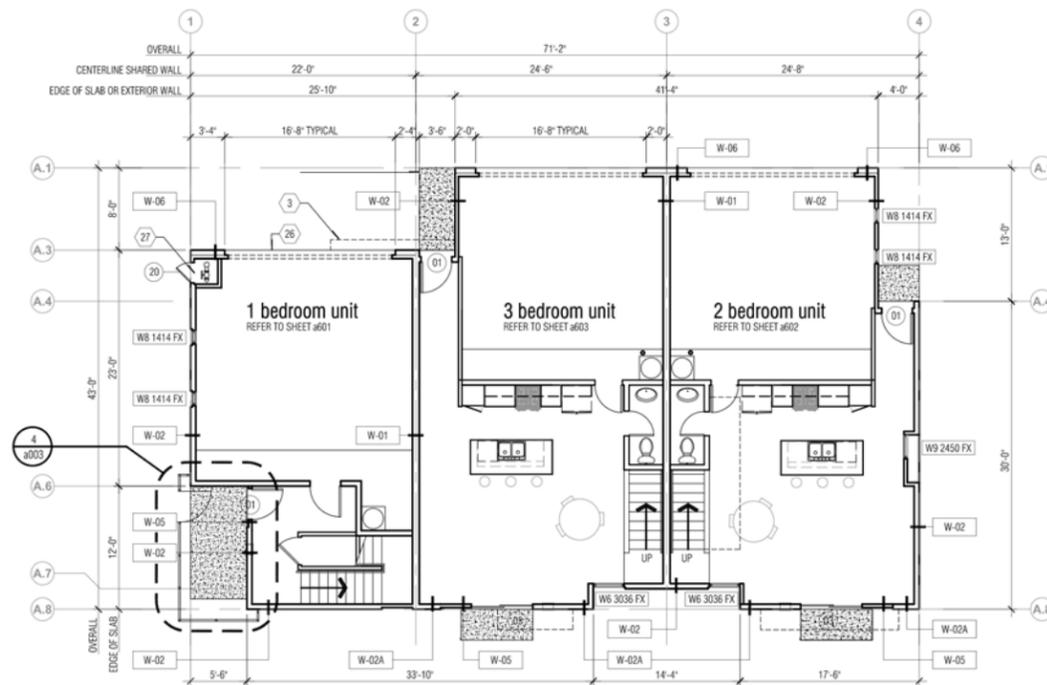
# **Exhibit D- Unit Floorplans**



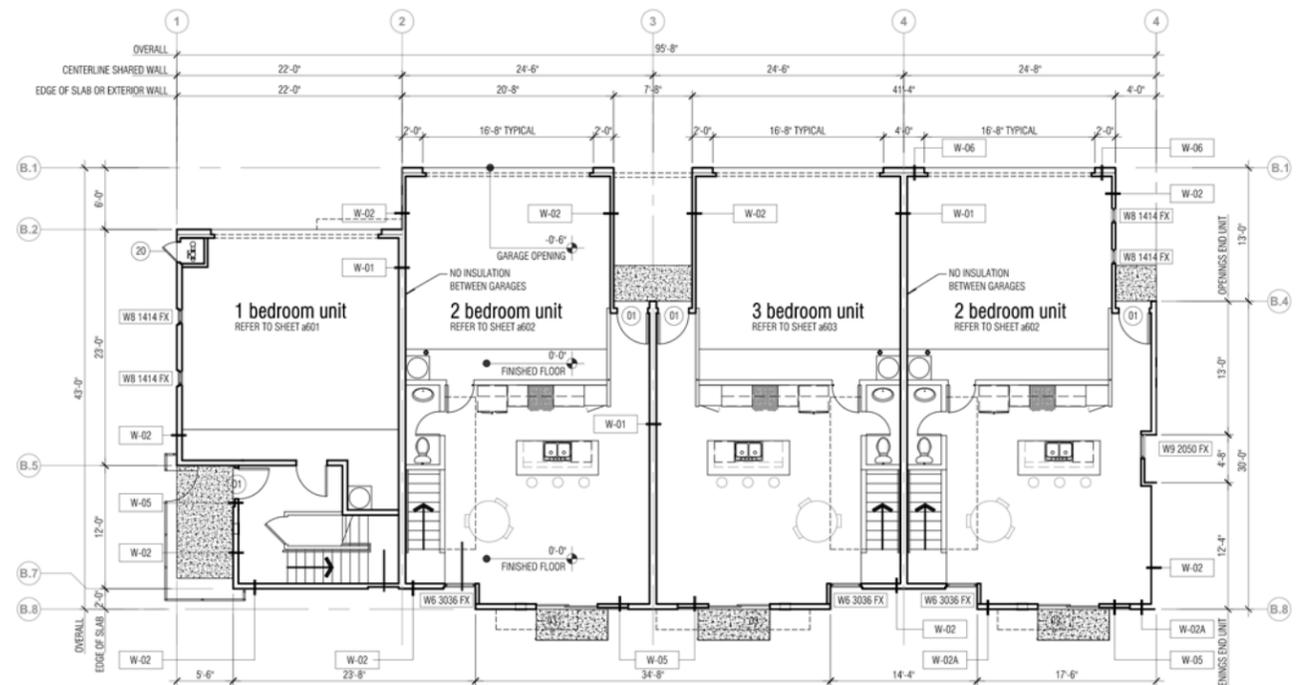
**4** 3 unit - second floor plan  
1/8" = 1'-0"



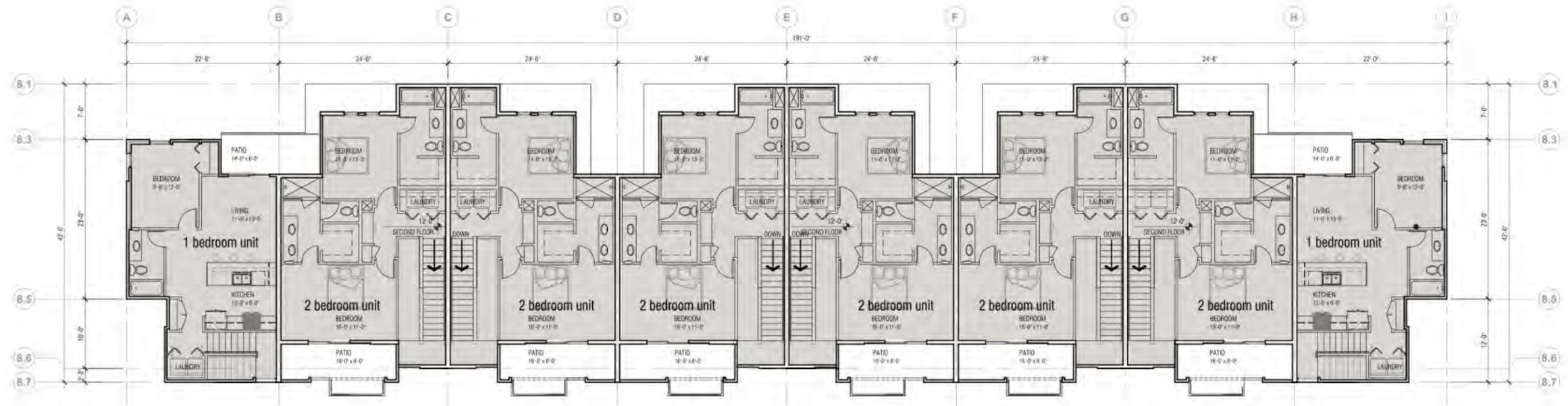
**2** 4 unit - second floor plan  
1/8" = 1'-0"



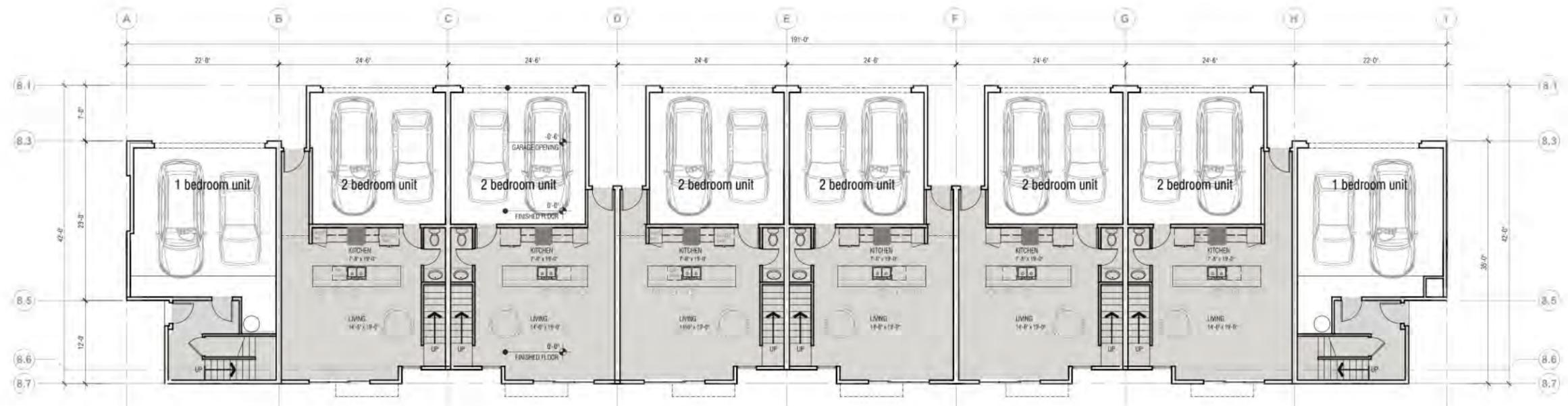
**3** 3 unit - first floor plan  
1/8" = 1'-0"



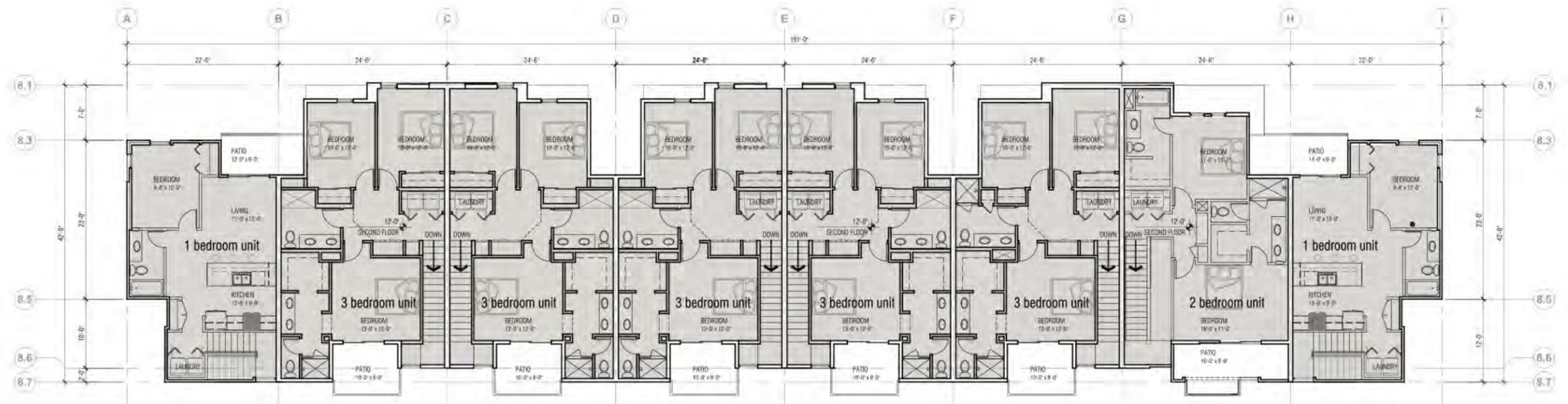
**1** 4 unit - first floor plan  
1/8" = 1'-0"



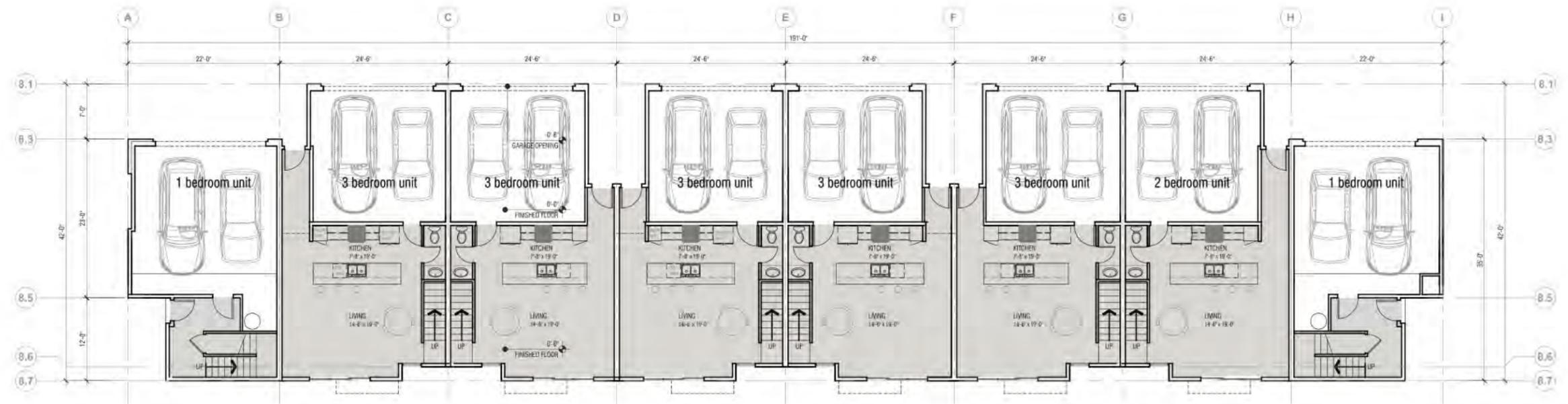
**2** 8 unit north - second floor plan  
1/8" = 1'-0"



**1** 8 unit north - first floor plan  
1/8" = 1'-0"

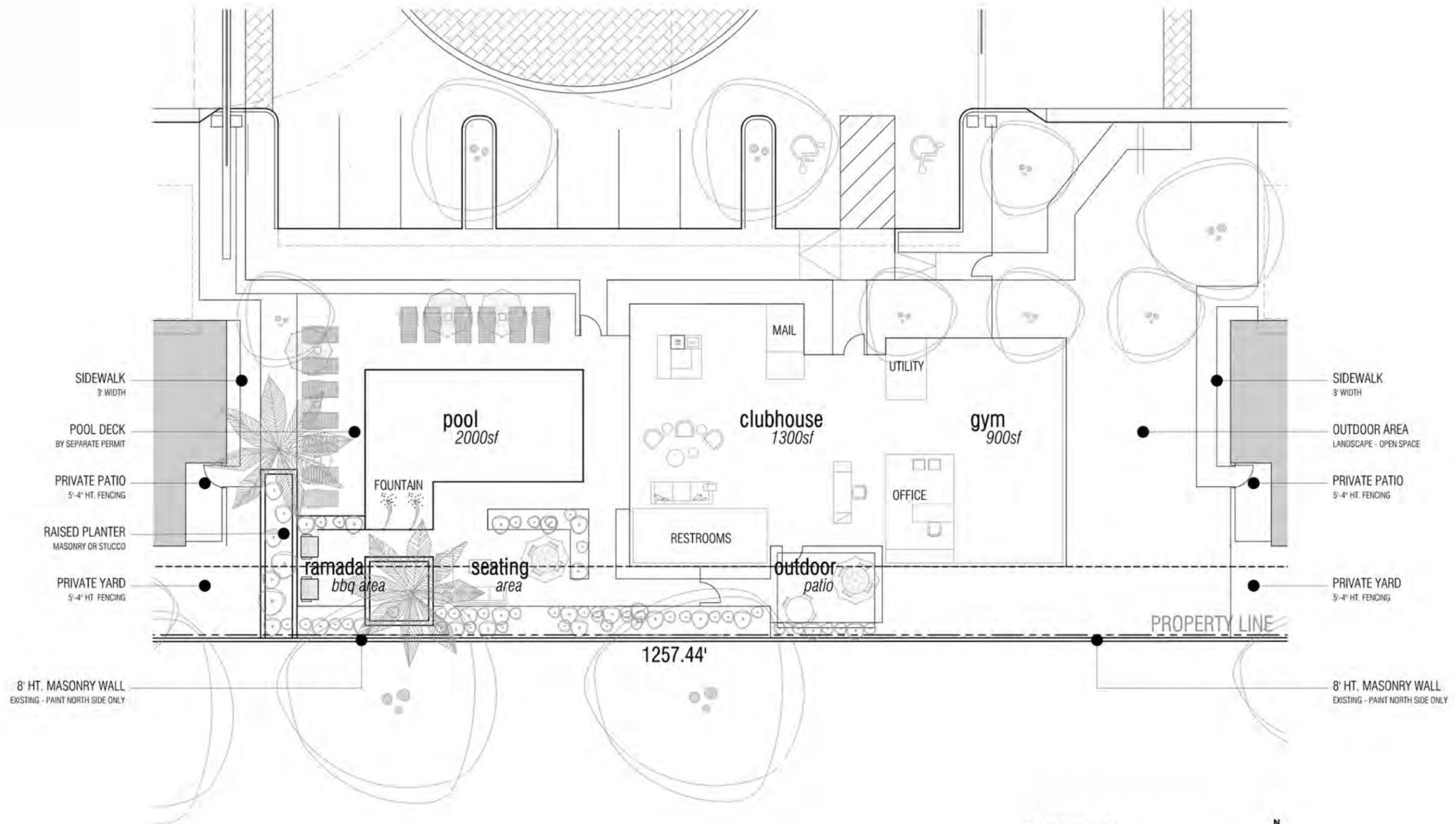


**2** 8 unit south - second floor plan  
1/8" = 1'-0"



**1** 8 unit south - first floor plan  
1/8" = 1'-0"

# **Exhibit E- Clubhouse Floorplan**



SIDEWALK  
3' WIDTH

POOL DECK  
BY SEPARATE PERMIT

PRIVATE PATIO  
5'-4" HT. FENCING

RAISED PLANTER  
MASONRY OR STUCCO

PRIVATE YARD  
5'-4" HT. FENCING

8' HT. MASONRY WALL  
EXISTING - PAINT NORTH SIDE ONLY

SIDEWALK  
3' WIDTH

OUTDOOR AREA  
LANDSCAPE - OPEN SPACE

PRIVATE PATIO  
5'-4" HT. FENCING

PRIVATE YARD  
5'-4" HT. FENCING

8' HT. MASONRY WALL  
EXISTING - PAINT NORTH SIDE ONLY

1 clubhouse plan

0" = 10'-0"

N

**a106**  
preliminary design

JANUARY 2021  
PRELIMINARY CLUBHOUSE PLAN

THE ASHLEY 155 E. APPLBY ROAD CHANDLER ARIZONA 85248  
PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE B SCOTTSDALE ARIZONA 85260

**theashley**

# **Exhibit F- Wall Plan**

# project description

CITY OF CHANDLER: PLH20-0051  
 SCOPE OF WORK: NEW CONSTRUCTION FOR 78 MULTIFAMILY RESIDENTIAL UNITS WITH SHARED COMMUNITY BUILDING.

140,000 GSF NEW CONSTRUCTION - APARTMENTS  
 2,200 GSF NEW CONSTRUCTION LEASING OFFICE | CLUBHOUSE

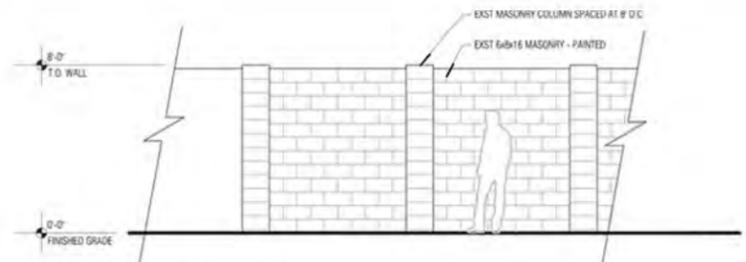
# painting legend

P1	BODY STUCCO COLOR	SW 1015 - SKYLINE STEEL
P2	ACCENT STUCCO COLOR	SW 7615 - SEA SERPENT
P3	ACCENT MATERIALS COLOR	SW 9100 - UMBER RUST
P4	STEEL OR METAL PAINT	SW 7674 PEPPERCORN
P5	MASONRY WALL COLOR	SW 7650 - ELLIE GRAY

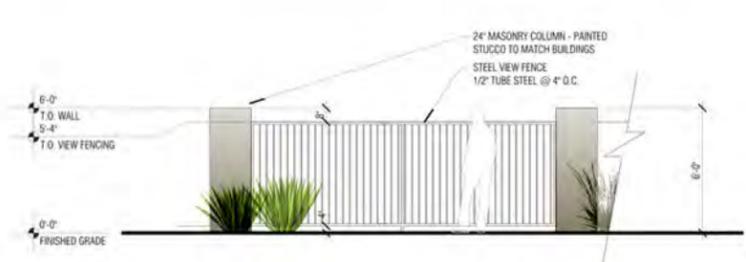
**SW 1015 Skyline Steel**  
 Interior / Exterior  
 Location Number: 283-C3  
 BUILDING STUCCO COLOR

**SW 7650 Ellie Gray**  
 Interior / Exterior  
 Location Number: 239-C8  
 MASONRY COLOR

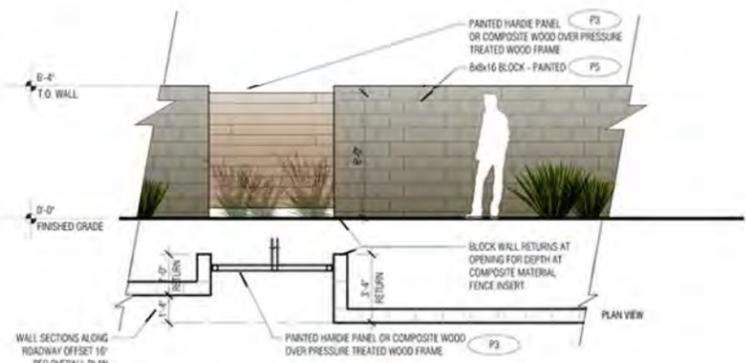
**SW 7674 Peppercorn**  
 Interior / Exterior  
 Location Number: 236-C7  
 TRASH ENCLOSURE GATE COLOR



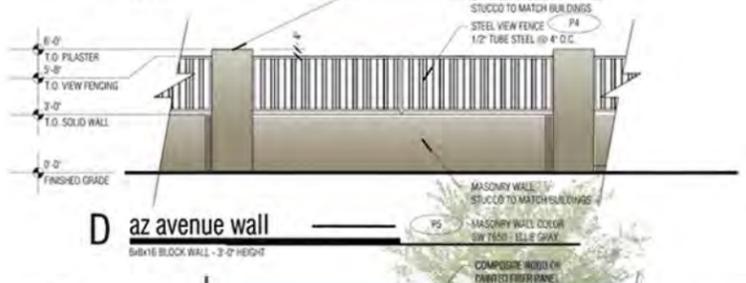
**A existing south wall** 1/4" = 1'-0"



**C view fence** 1/4" = 1'-0"



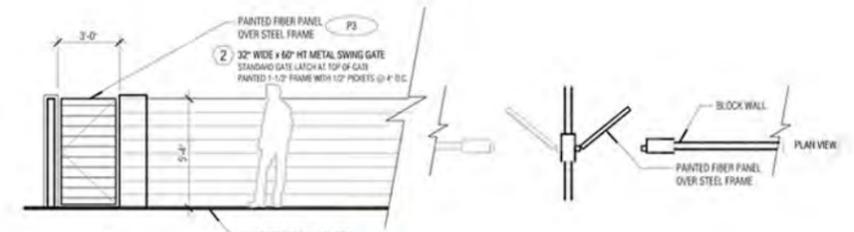
**B perimeter wall** 1/4" = 1'-0"



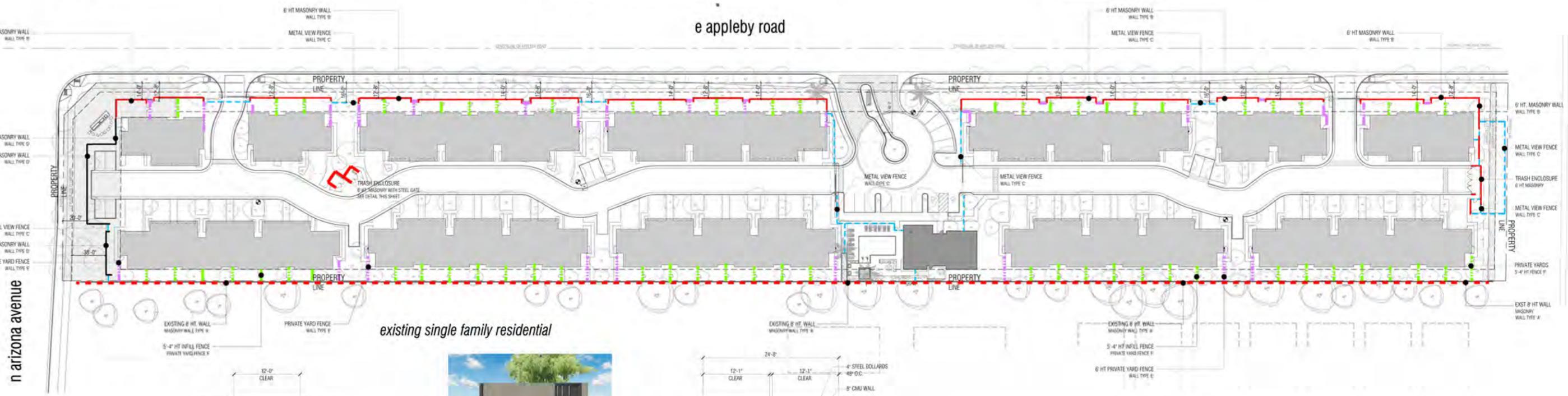
**D az avenue wall** 1/4" = 1'-0"



**E private yard fence** 1/4" = 1'-0"



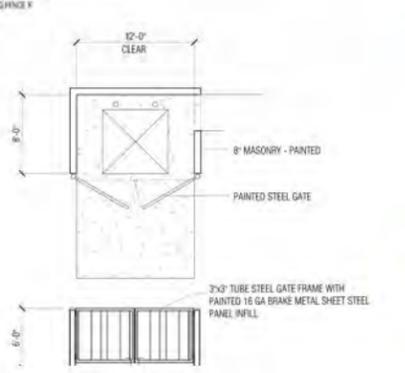
**F fence block** 1/4" = 1'-0"



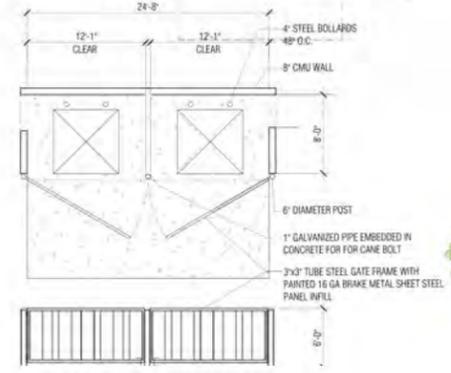
n arizona avenue

e appleby road

existing single family residential



**2 plan - single enclosure**



**1 plan - double enclosure**



**1 conceptual wall plan**

# **Exhibit G- Material and Color Palette**



**PARAPET DETAIL:**  
8" HT x 2" FLAT STUCCO BAND WITH A STUCCO CONTROL JOINT AND REVEAL BELOW



**PAINTED STUCCO**  
SW 7615  
**Sea Serpent**  
Material / Exterior  
Location Number: 254-C1

**PAINTED STUCCO**  
SW 1015  
**Skyline Steel**  
Material / Exterior  
Location Number: 254-C1



**BALCONY SHADE TRELLIS:**  
DARK ANNOIDIZED METAL WRAPPED OVER GLULAM WOOD BEAMS - SECONDARY FRAMING EXPOSED WOOD MEMBERS



**OPAQUE MECHANICAL EQUIPMENT SCREENS:**  
FIBERON COMPOSITE DECKING OR PAINTED FIBER PANEL FASTENED TO STEEL STRUCTURE  
COLOR: UMBER RUST



**BUILDING STUCCO**  
SAND FINISH  
COLOR: SKYLINE STEEL

**BUILDING ACCENTS**  
DARK ANNOIDIZED METAL  
FLASHING/RECESSED DETAILS

**BUILDING STUCCO**  
SAND FINISH  
COLOR: SEA SERPENT

**BUILDING STUCCO**  
SAND FINISH  
COLOR: SKYLINE STEEL

**BUILDING ACCENTS**  
DARK ANNOIDIZED METAL  
BALCONY EXTENSIONS

**BUILDING ACCENTS**  
DARK ANNOIDIZED METAL  
BALCONY EXTENSIONS

**BALCONY GUARD RAILS**  
PAINTED FIBER PANEL OR COMPOSITE  
WOOD OVER STEEL ANGLE FRAME



**BUILDING ACCENTS**  
FIBERON COMPOSITE DECKING  
OR PAINTED FIBER PANEL  
COLOR: UMBER RUST



**BUILDING ACCENTS**  
FIBERON COMPOSITE DECKING  
OR PAINTED FIBER PANEL  
COLOR: UMBER RUST

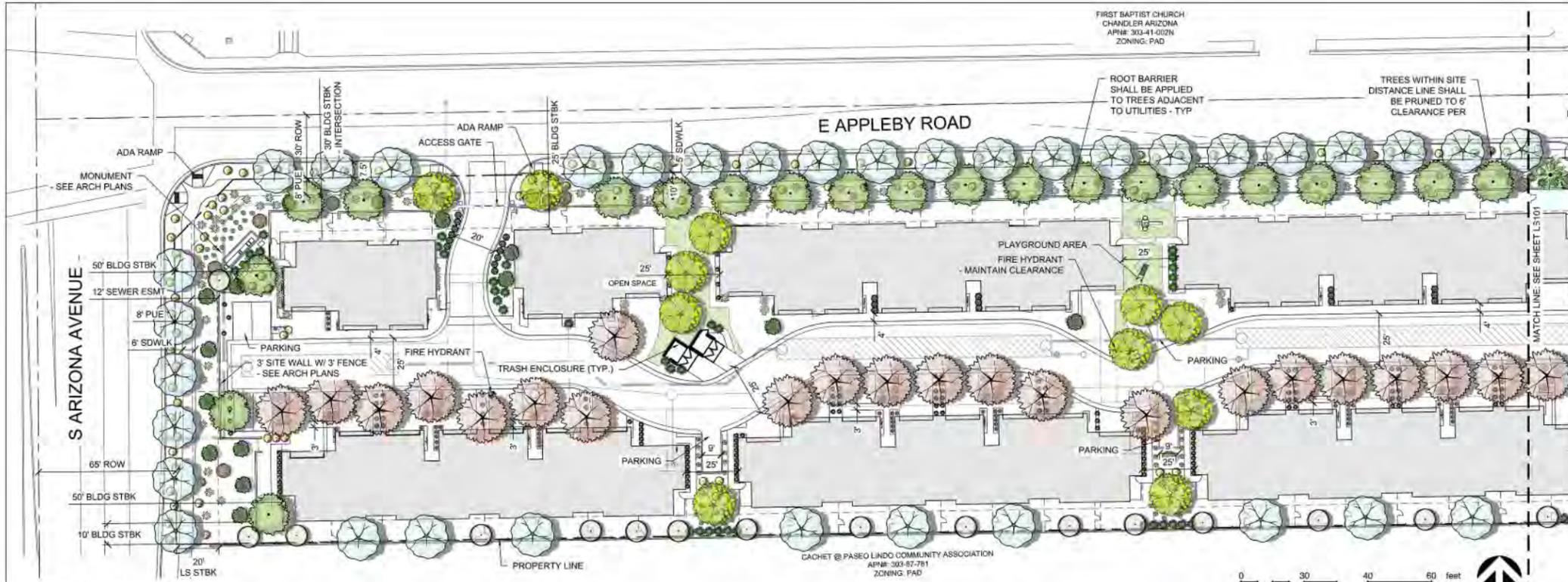


**BUILDING ACCENTS**  
ANODIZED ALUMINUM METAL  
BEAM WRAP

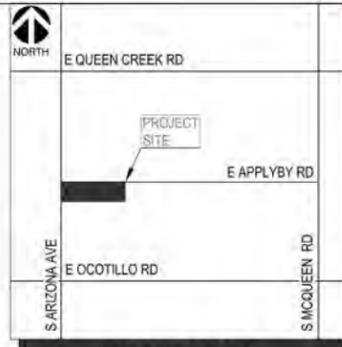
**EXTERIOR DOORS | GARAGE DOORS**  
SW 9100  
**Umber Rust**  
Material / Exterior  
Location Number: 252-C1

**BUILDING MOUNTED LIGHTING**

# **Exhibit H- Preliminary Landscape Plan**



602-263-1100  
1-800-STAKE-IT  
(OUTSIDE MARICOPA COUNTY)



**DEVELOPER**  
PORTER KYLE BUILDERS  
8149 E EVANS RD, SUITE 8  
SCOTTSDALE, AZ 85260  
TEL: 480-542-1220  
CONTACT: MIKE STEPHAN  
MSTEPHAN@PORTERKYLE.COM

**ARCHITECT**  
PORTER KYLE  
8149 E EVANS RD, SUITE 8  
SCOTTSDALE, AZ 85260  
TEL: 520-548-0417  
CONTACT: ANDREW HESSE  
AHESSE@PORTERKYLE.COM

**CIVIL ENGINEER**  
EPS GROUP, INC.  
1130 N. ALMA SCHOOL RD., SUITE 120  
MESA, AZ 85201  
CONTACT: DANIEL AUXIER, P.E.  
DAN.AUXIER@EPSGROUPINC.COM

**LANDSCAPE ARCHITECT**  
WERK | URBAN DESIGN  
POC: JESSE WESTAD  
51 WEST THIRD ST. SUITE 450  
TEMPE, AZ 85281  
PHONE: 602-429-9922 EXT 700  
EMAIL: JESSE@WERKURBANDESIGN.COM

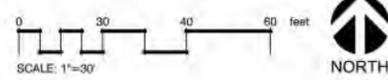
VICINITY MAP  
CITY OF CHANDLER  
N.T.S.

**SHEET INDEX**

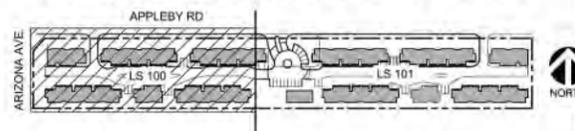
SHEET NUMBER	SHEET TITLE
LS100	LANDSCAPE PLAN
LS101	LANDSCAPE PLAN

**PLANT SCHEDULE**

TREES	QTY	BOTANICAL / COMMON NAME	PLANTING SIZE	CALIPER	HEIGHT	WIDTH	MATURE SIZE
	37	Ebenopsis ebanum Texas Ebony	24" Box	1.0"-1.5"	6.0'-7.0'	3.0'-4.0'	20' x 20'
	73	Eucalyptus papuana Ghost Gum	24" Box	1.0"-1.5"	8.0'-10.0'	3.0'-4.0'	40' x 25'
	17	Mariosousa willardiana Palo Blanco	15 gal	0.5"-1.0"	4.0'-5.0'	1.5'-2.5'	20' x 15'
	4	Phoenix dactylifera Date Palm	FG	12" CAL.	20' BROWN TRUNK HT		
	40	Pistacia x 'Red Push' Red Push Pistache	36" Box	1.75"-2.25"	9.0'-11.0'	4.0'-5.0'	25' x 25'
	23	Tipuana tipu Tipu Tree	24" Box	1.0"-1.5"	7.0'-8.0'	3.0'-4.0'	25' x 20'
ACCENTS & GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE	GROUND COVER & SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE
	186	Asclepias subulata Desert Milkweed	5 gal		23	Bougainvillea x 'La Jolla' La Jolla Bougainvillea	5 gal
	127	Cortaderia selloana 'Pumila' Dwarf Pampas Grass	5 gal		30	Caesalpinia mexicana Mexican Bird of Paradise	15 gal
	113	Hesperaloe parviflora 'Sandia Glow' Sandia Glow Red Yucca	5 gal		77	Eremophila hygrophana Blue Bells	5 gal
	319	Muhlenbergia dubia Pine Muhly	5 gal		223	Lantana x 'New Gold' New Gold Lantana	5 gal
	160	Muhlenbergia x 'Pink Flamingo' Pink Flamingo Muhly	5 gal		95	Penstemon eatonii Firecracker Penstemon	5 gal
VINES	QTY	BOTANICAL / COMMON NAME	SIZE				
	150	Parthenocissus 'Hacienda Creeper' Hacienda Creeper	5 gal				
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE				
	3,989 sf	Cynodon dactylon 'BOB sod' Bermuda Grass	sod				



**OVERALL SITE PLAN KEY**



**PROJECT INFORMATION**

ADDRESS: 155 E APPLEBY ROAD, CHANDLER, AZ 85248  
A.P.N.: 303-41-017  
ZONING: EXISTING: RU-43  
PROPOSED: PAD/MF-2  
GROSS AREA: 222,543 SQ. FT. (5.11 ACRES)

**CITY OF CHANDLER LANDSCAPE REQUIREMENTS**

STREET FRONTAGE	REQUIRED	PROVIDED
<b>NORTH PERIMETER (APPLEBY RD): 1,253 LF</b>		
1 Tree per 30 LF, excluding driveway	1253 / 30 LF = 42 Trees	62 trees
6 Shrubs per Tree, 5 gal min. 50% coverage	42 * 6 = 252 Shrubs	252 Shrubs
<b>WEST PERIMETER (AZ AVE): 177 LF</b>		
1 Tree 6 Shrubs per 30 LF	177 / 30 LF = 5.9 Trees	6 Trees
	5.9 * 6 = 35.4 Shrubs	37 Shrubs
<b>PERIMETER LANDSCAPE:</b>		
<b>SOUTH PERIMETER: 1252 LF</b>		
1 Tree 6 Shrubs per 30 LF	1252 / 30 LF = 42 Trees	44 Trees
	42 * 6 = 252 Shrubs	252 Shrubs
<b>EAST PERIMETER: 177 LF</b>		
1 Tree 6 Shrubs per 30 LF	177 / 30 LF = 5.9 Trees	6 Trees
	5.9 * 6 = 35.4 Shrubs	36 Shrubs
<b>OPEN SPACE REQUIREMENTS</b>		
Common Space: 150 SF per bedroom	160x150SF = 24,750SF	30,080 SF Common
Private Space: Private Patio Space 275 SF each		21,450 SF Private
1 Tree, 6 Shrubs/ 500 SF Open Space, Min 50% coverage	72 Trees	72 Trees
	434 Shrubs	677 Shrubs
<b>MINIMUM TREE SIZE</b>		
15 gallon (50% of required trees)		Confirmed
24-inch box (50% of required trees)		Confirmed
15 gal Trees (q.tys. that exceed min. code standard)		Confirmed
*Date palm or fan palms in excess of 15' in trunk height may qualify as a required 36" or 48" size.		Confirmed
<b>MINIMUM SHRUB SIZE</b>		
Shrubs	5 gal mini	Confirmed
<b>PARKING LOT LANDSCAPE</b>		
1 planter / 10 parking spaces	One (1) Planter	One (1) Planter

**NOTES:**

- TOTAL LANDSCAPE SETBACK AND INTERSECTION SETBACK LANDSCAPE AREA SHALL BE 50% VEGETATIVE GROUND COVER, PER CITY OF CHANDLER LANDSCAPE REQUIREMENTS.
- ALL LANDSCAPE AREAS WILL HAVE A 2" THICK LAYER OF 1/2" SCREENED DECOMPOSED GRANITE.



**PORTER KYLE BUILDERS, LLC**

REV	DESCRIPTION	DATE	APPROVAL

**PRELIMINARY LANDSCAPE PLAN**

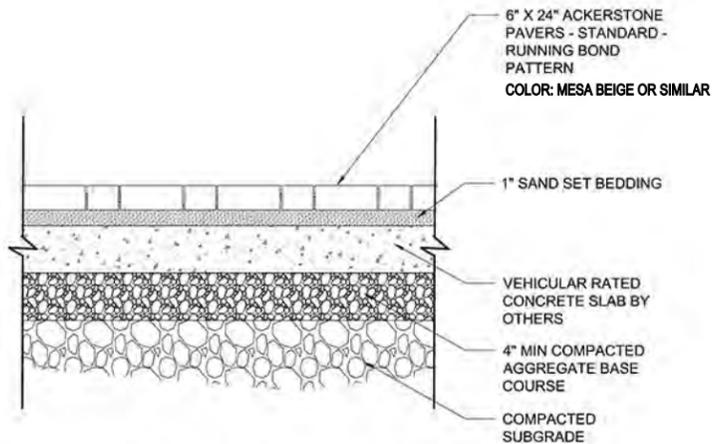
THE ASHLEY  
PREPARED FOR  
155 E APPLEBY ROAD  
CHANDLER, ARIZONA

PROJECT No: 20012  
SCALE (H): 1" = 30'  
SCALE (V): NONE  
DRAWN BY: KMS  
DESIGN BY: KMS  
CHECK BY: JAV  
DATE: 03/29/2021

LS100  
1 OF 2 SHEETS

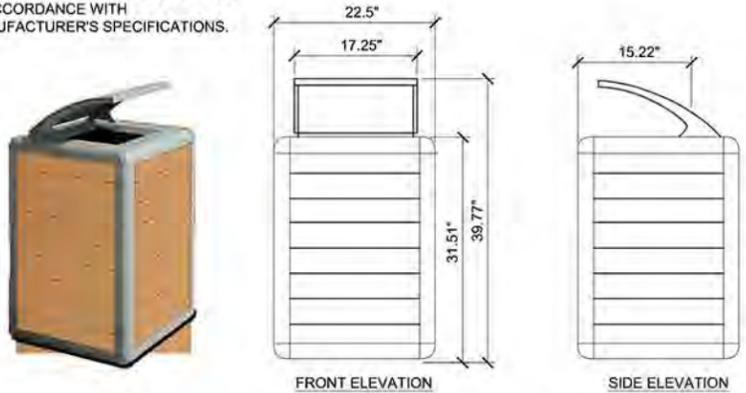
THIS DOCUMENT IS THE PROPERTY OF WERK | URBAN DESIGN. IT IS TO BE USED ONLY FOR THE SPECIFIC PROJECT AND CLIENT FOR WHICH IT WAS PREPARED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WERK | URBAN DESIGN.





**1 VEHICULAR CONCRETE PAVERS**  
SCALE: 3/32" = 1'-0"

NOTES:  
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.



FINISH: FADE-RESISTANT, POWDER COATED STEEL AND ALUMINUM COMPONENTS FEATURE A STATE-OF-THE-ART PRIMER PROVEN TO PREVENT RUSTING.  
MATERIAL: 1" X 4" RECYCLED PLASTIC PLANKS, EXTRUDED ALUMINUM FRAME  
UNIT WEIGHT: 130 LBS  
ASSEMBLY: THE RECEPTACLE SHIPS FULLY ASSEMBLED AND READY FOR USE.  
WARRANTY: 20-YEAR LIMITED STRUCTURAL WARRANTY WITH 7-YEAR FINISH WARRANTY FROM DATE OF PURCHASE.

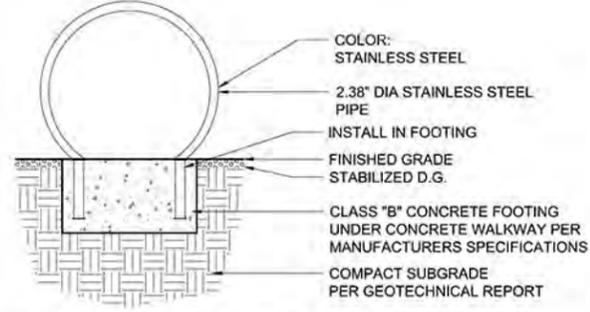
**4 BH1835RBT - BEACON HILL 35G RECEPTACLE**  
NTS



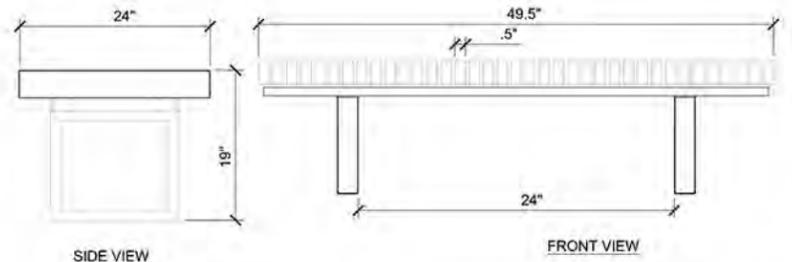
MANUFACTURER: ANOVA  
MODEL: 1003HP-L  
DOGIPOT ALUMINUM PET WASTE DISPOSAL STATION  
INCLUDES 4' - 8' TELESCOPE MOUNTING POST

**2 PET WASTE STATION**  
NTS

ANOVA  
CIRBLEBRS2IG  
CIRCLE STAINLESS STEEL BIKE RACK,  
INGROUND MOUNT



**3 BIKE RACK SECTION**  
NTS

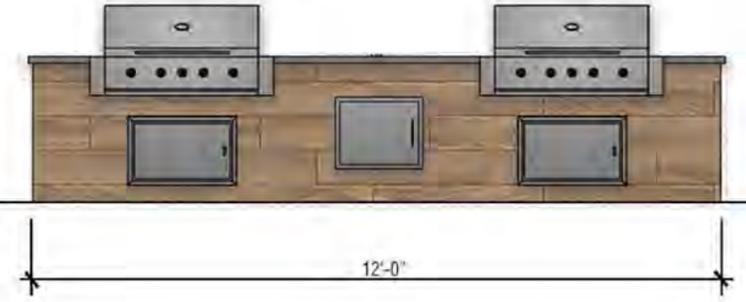


**5 INF24L4R - INFINITY 2' X 4' LINEAR RECYCLED PLASTIC BENCH**  
NTS



NOTES:  
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

COLORS AND/OR OPTIONS: PLEASE SEE MANUFACTURER WEBSITE AT WWW.ANOVAFURNISHINGS.COM.  
FINISH: HOT DIPPED GALVANIZED STEEL COMPONENTS ARE CORROSION RESISTANT, REQUIRE NO COATING OR MAINTENANCE AND ARE 100% RECYCLABLE.  
MATERIAL: THE LINEAR BENCH IS COMPOSED OF 1.5" X 3.5" THERMORY HARDWOOD PLANKS AND 7-GAUGE GALVANIZED STEEL FRAME AND SUPPORTS.  
CAPACITY: N/A  
UNIT WEIGHT: 175 LBS.  
ASSEMBLY: EACH LINEAR SECTION SHIPS PARTIALLY ASSEMBLED. ASSEMBLY INCLUDES STAINLESS STEEL HARDWARE.  
STRUCTURAL WARRANTY: LIMITED 10-YEAR WARRANTY.  
FINISH WARRANTY: PLANKS: 10-YEAR WARRANTY. GALVANIZED: 7-YEAR WARRANTY AGAINST FADING, RUSTING, PEELING, CHIPPING, CRACKING, MOLD, MILDEW, AND DEFECTS IN MATERIALS AND/OR WORKMANSHIP.



**6 POOL BBQ COUNTER**  
NTS

**PLAYWORLD**  
Climbers Log Hop  
Product: ZZUN8396  
Ages 2-12  
Space Required: 13' 6" x 13' 6" (4.1m x 4.1m)  
Product Description: Create an imaginative path thru the swamp or forest. Available in 12" and 36" versions.  
Product Details: Size: 1' 5" x 1' 10" x 1' 0" H Capacity: 1

**7 PLAYGROUND EQUIPMENT - LOG HOP**  
NTS

**PLAYWORLD**  
Slides Freestanding Rumble Seat Slide (60in Deck)  
Product: ZZCH2738  
Ages 2-12  
Space Required: 16' 5" x 25' 2" (5m x 7.67m)  
\$6,085  
Product Description: Bumpy slide helps build multi-sensory awareness. Canopy encourages seated sliding. Runout features molded-in grooves. From 5' (1.52m) decks. Freestanding version features coated, perforated steel stairs and deck.  
Product Details: Size: 4' 5" x 13' 2" x 9' 6" H Capacity: 6

**8 PLAYGROUND EQUIPMENT - SLIDE**  
NTS



PORTER KYLE BUILDERS, LLC

REV.	DESCRIPTION	BY	DATE	APPRO.

LANDSCAPE DETAILS

THE ASHLEY PREPARED FOR  
155 E APPLEBY ROAD  
CHANDLER ARIZONA

PROJECT No: 20012  
SCALE (H): NONE  
SCALE (V): NONE  
DRAWN BY: KMS  
CHECKED BY: JAV  
DATE: 03/29/2021  
PRELIMINARY CONSTRUCTION NOT FOR FINAL USE  
Expires 03/31/2023  
LS200  
3 OF 3 SHEETS

All dimensions are in feet and inches unless otherwise noted. All materials and finishes are to be selected by the client. The client is responsible for obtaining all necessary permits and approvals. The client is responsible for providing all utility locations and depths. The client is responsible for providing all site information. The client is responsible for providing all site information. The client is responsible for providing all site information.

APN# 303-41-017 PLAN REVIEW / RECORD# PLH20-0051 CURRENT ZONING: RU-43 PROPOSED ZONING: PADIMF-2

# **Exhibit I- Signage**



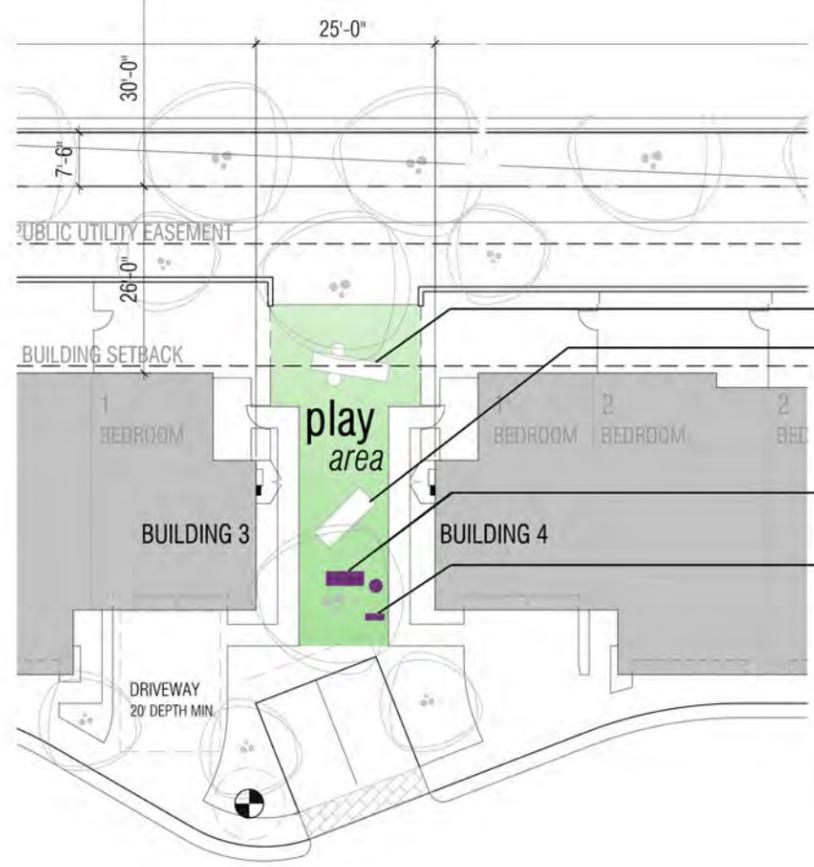
MAY 01 2021

THE ASHLEY 155 E. APPLEBY ROAD CHANDLER ARIZONA 85248  
PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE 8 SCOTTSDALE ARIZONA 85260

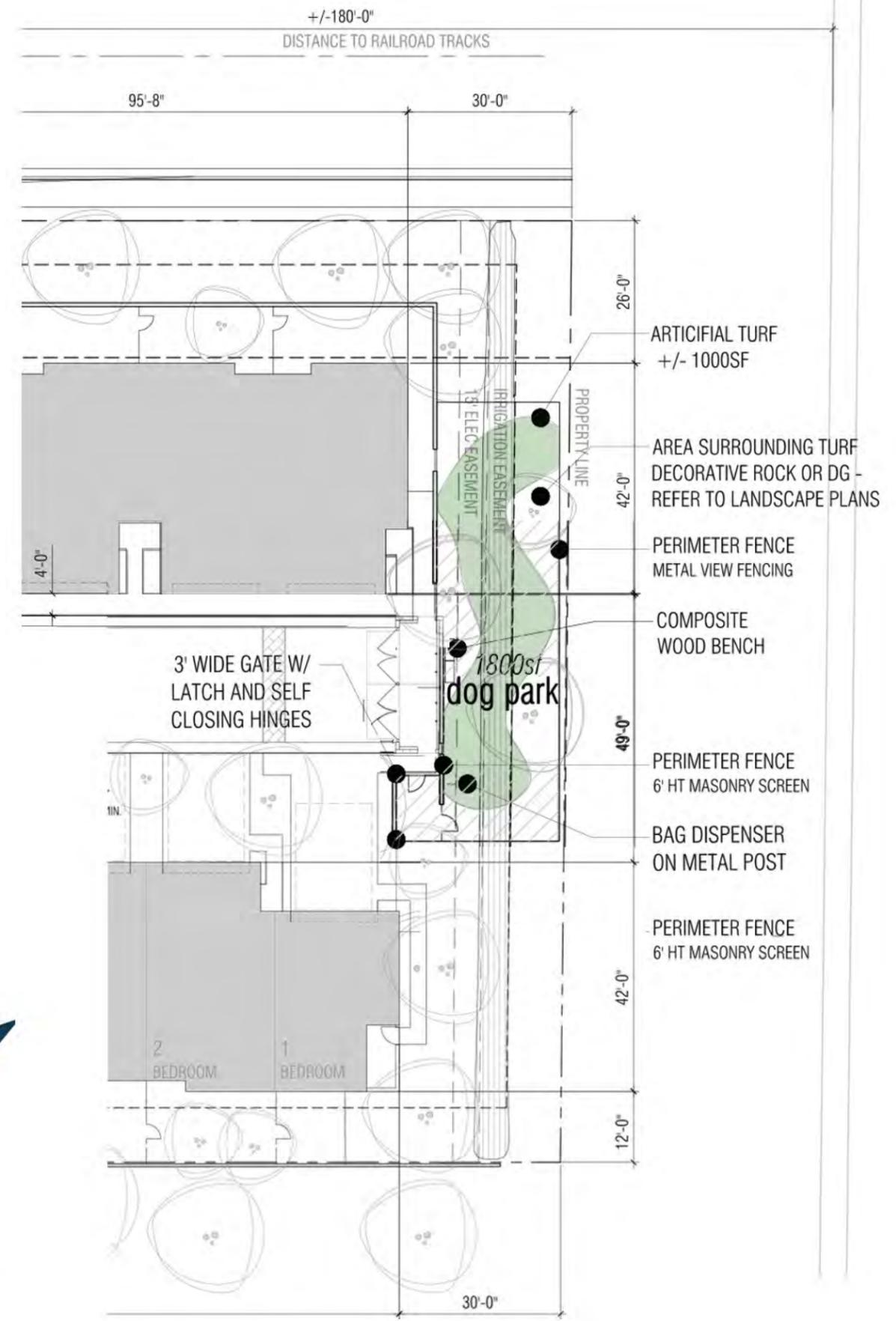
**theashley**

# **Exhibit J- Site Details and Amenities**





- PLAYGROUND EQUIPMENT
- PLAYGROUND EQUIPMENT
- BENCH AND WASTE RECEPTACLE REFER TO LANDSCAPE DETAILS
- PROPOSED CUSTOM PLAY AREA SIGN: "KID'S FLIGHT ZONE"



AMENITIES

THE ASHLEY 155 E. APPLEBY ROAD CHANDLER ARIZONA 85248  
 PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE 8 SCOTTSDALE ARIZONA 85260

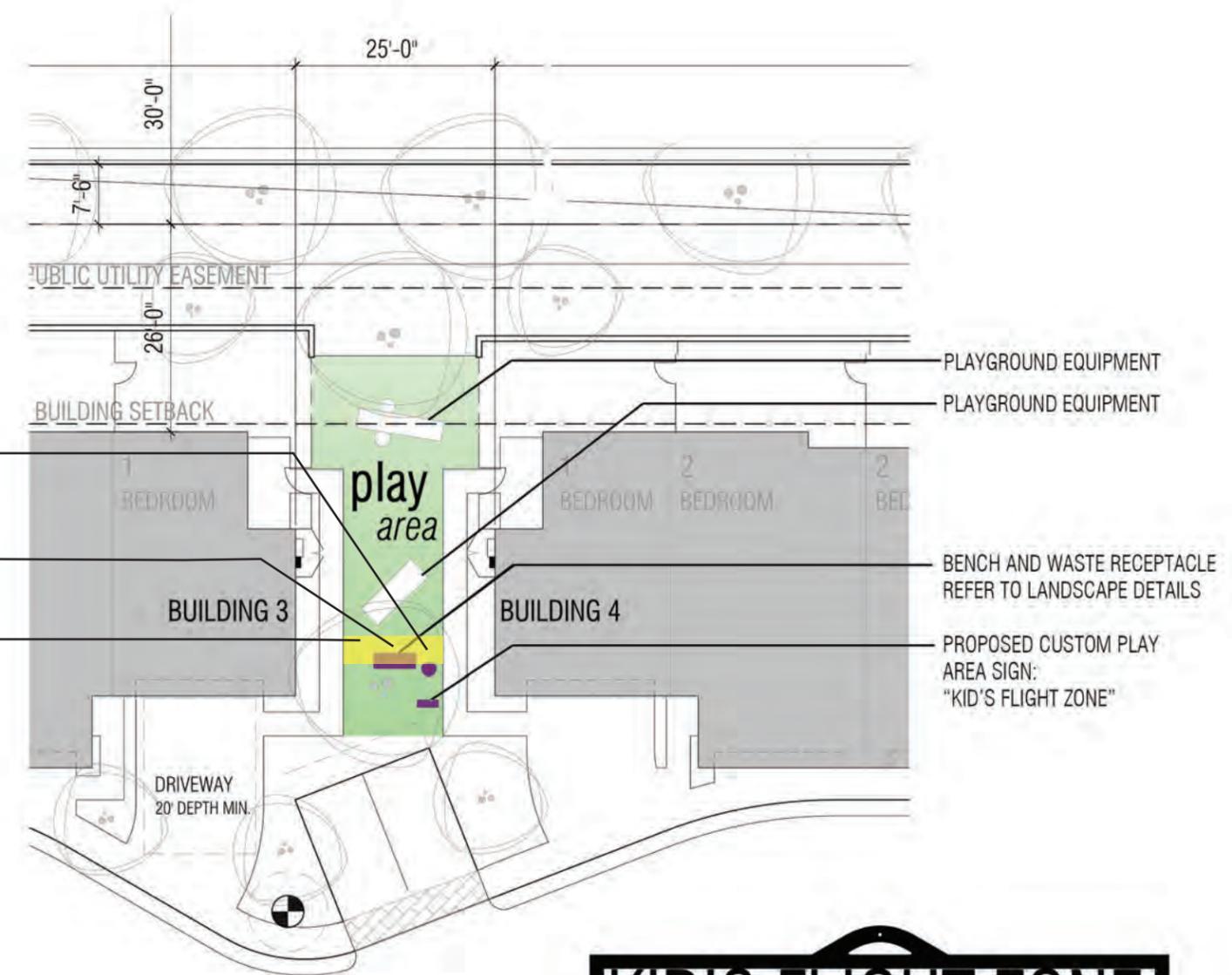


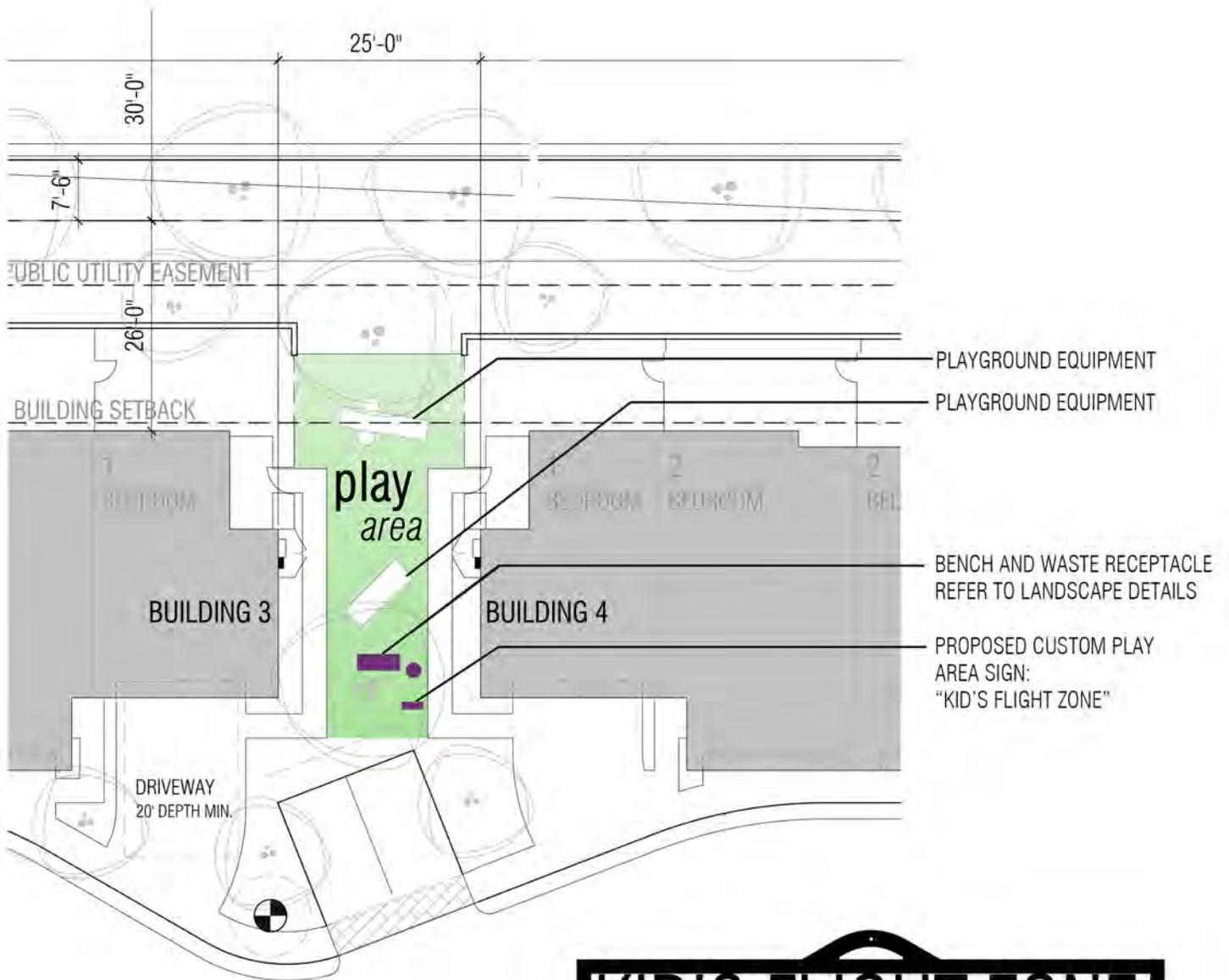


NAVIGATION TEXT  
CONCRETE SANDBLAST

AVIATION STAR  
CONCRETE SANDBLAST

PROPELLER PLANE  
CONCRETE SANDBLAST





MARCH 29 2021

**Exhibit K-  
Preliminary  
Grading and  
Drainage Plan**

# PRELIMINARY GRADING & DRAINAGE PLAN FOR Appleby | Arizona Townhomes

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 15,  
TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN MARICOPA COUNTY, ARIZONA



**VICINITY MAP**  
N.T.S.

**PROJECT TEAM**

PORTER KYLE  
8149 E. EVANS ROAD, STE. 8  
SCOTTSDALE, AZ 85260  
CONTACT: MIKE STEPHAN  
mstephan@porterkyale.com

EPS GROUP, INC.  
1130 N. ALMA SCHOOL ROAD, SUITE 120  
MESA, AZ 85201  
TEL: (480)-503-2250  
FAX: (480)-503-2258  
CONTACT: DANIEL AUXIER  
dan.auxier@epsgruoinc.com

**BASIS OF BEARING**

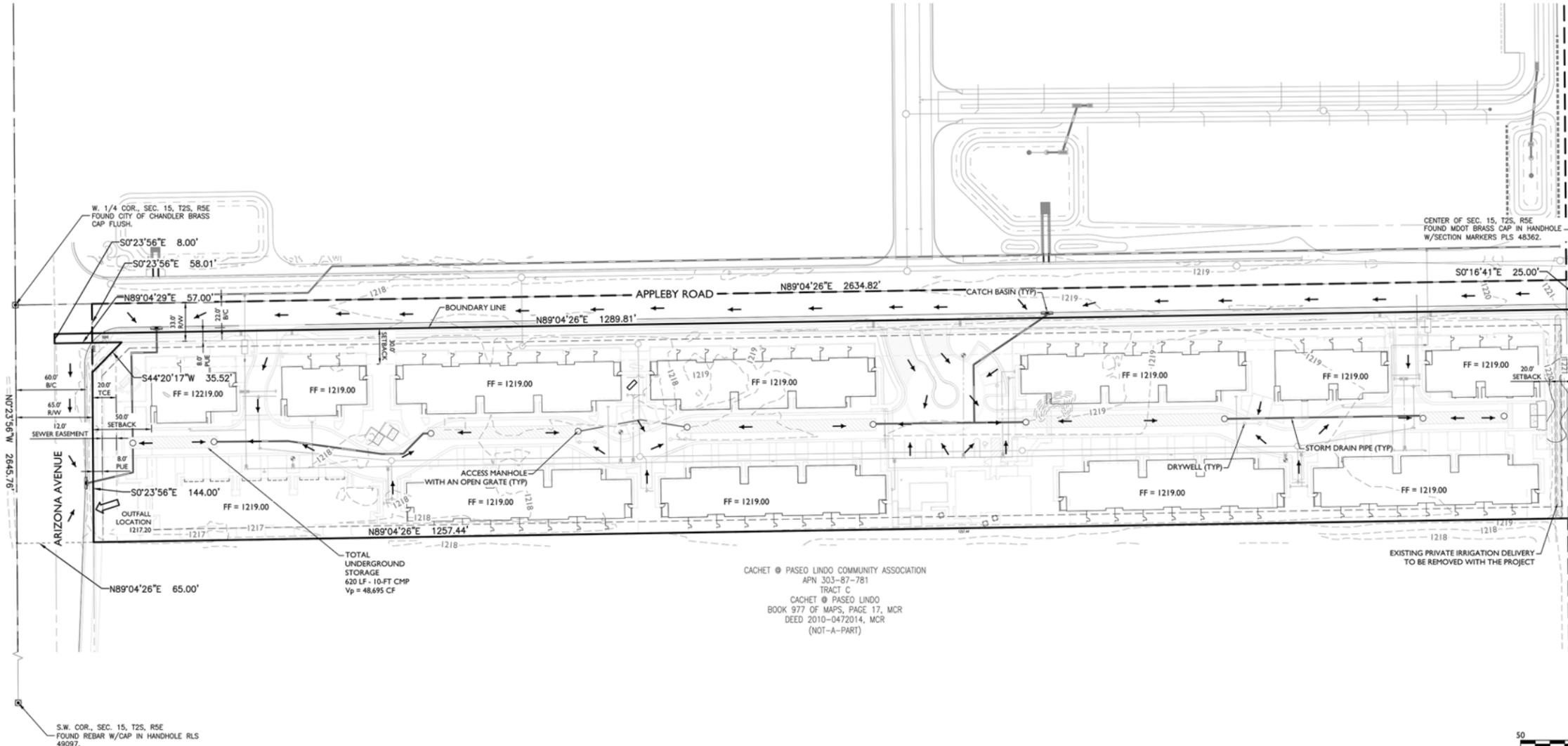
THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH RANGE 5 EAST PER FINAL PLAT OF CACHET @ PASEO LINDO AS RECORDED THEREOF IN BOOK 977 OF MAPS, MCR.

BEARING = (NORTH 00°23'56")

**BENCHMARK**

CITY OF CHANDLER B.M. #43A, 3" BRASS CAP IN CONCRETE, 100' NORTH, 70' WEST OF INTERSECTION OF ARIZONA AVE AND QUEEN CREEK RD, ON ROADSIDE BY SRP STRUCTURE.

ELEV. = 1215.57 NAVD 88



**RETENTION CALCULATIONS**

REQUIRED VOLUME:	RETENTION:				
$V = 110\% \cdot C \cdot A \cdot P / 12$	UGR (620 LF)	$V_r = 48,492 \text{ CF}$	$V_p = 48,695 \text{ CF}$	EXCESS VOLUME = 203 CF	
AREA = 267,172 SF	TOTALS =	$V_r = 48,492 \text{ CF}$	$V_p = 48,695 \text{ CF}$	EXCESS VOLUME = 203 CF	
C = 0.90					
P = 2.20 IN					
$V_r = 48,492 \text{ CF}$					

NOTE:  
ALL BASINS AND UNDERGROUND RETENTION ARE COMBINED BY EQUALIZER PIPES.

**LEGEND**

- SEWER LINE
- SEWER MANHOLE
- WATER LINE
- FIRE HYDRANT
- WATER VALVE
- FF = FINISHED FLOOR
- SLOPE DIRECTION
- STORM DRAIN PIPE
- TRENCH DRAIN PIPE
- CATCH BASIN
- DRYWELL
- GUTTER

Revisions:

No.	Description



Designer: EPS  
Drawn by: EPS

Job No.  
**20-0504**

PG01

Sheet No.  
**1**  
of 1

# PRELIMINARY UTILITY PLAN FOR Appleby | Arizona Townhomes

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 15,  
TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE  
AND MERIDIAN MARICOPA COUNTY, ARIZONA



**VICINITY MAP**  
N.T.S.

**PROJECT TEAM**

PORTER KYLE  
8149 E. EVANS ROAD, STE. 8  
SCOTTSDALE, AZ 85260  
CONTACT: MIKE STEPHAN  
mstephan@porterkye.com

EPS GROUP, INC.  
1130 N. ALMA SCHOOL ROAD, SUITE 120  
MESA, AZ 85201  
TEL: (480)-503-2250  
FAX: (480)-503-2258  
CONTACT: DANIEL AUXIER  
dan.auxier@epsgruoinc.com

**BASIS OF BEARING**

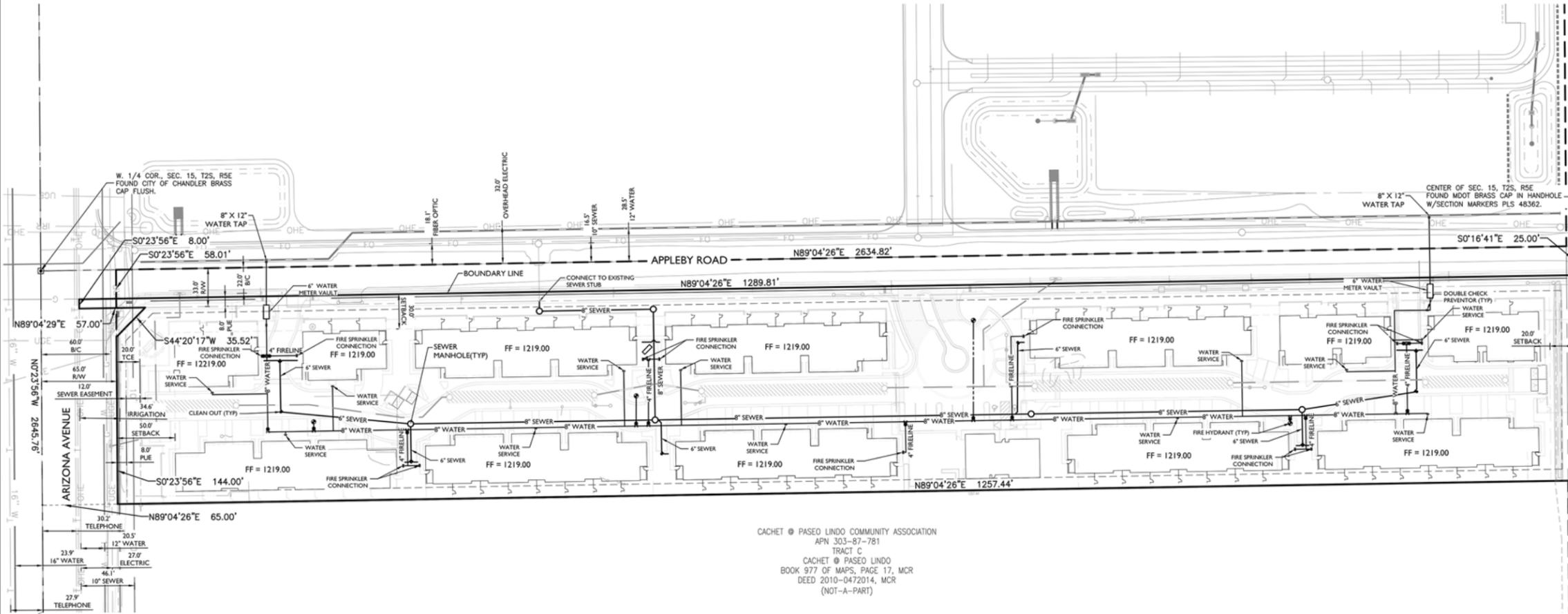
THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH RANGE 5 EAST PER FINAL PLAT OF CACHET @ PASEO LINDO AS RECORDED THEREOF IN BOOK 977 OF MAPS, MCR.

BEARING = (NORTH 00°23'56")

**BENCHMARK**

CITY OF CHANDLER B.M. #43A, 3" BRASS CAP IN CONCRETE, 100' NORTH, 70' WEST OF INTERSECTION OF ARIZONA AVE AND QUEEN CREEK RD, ON ROADSIDE BY SRP STRUCTURE.

ELEV. = 1215.57 NAVD 88



CACHET @ PASEO LINDO COMMUNITY ASSOCIATION  
APN 303-87-781  
TRACT C  
CACHET @ PASEO LINDO  
BOOK 977 OF MAPS, PAGE 17, MCR  
DEED 2010-0472014, MCR  
(NOT-A-PART)

**LEGEND**

- |  |               |  |                     |
|--|---------------|--|---------------------|
|  | SEWER LINE    |  | FF = FINISHED FLOOR |
|  | SEWER MANHOLE |  | SLOPE DIRECTION     |
|  | WATER LINE    |  | STORM DRAIN PIPE    |
|  | FIRE HYDRANT  |  | TRENCH DRAIN PIPE   |
|  | WATER VALVE   |  | CATCH BASIN         |
|  |               |  | DRYWELL             |
|  |               |  | GUTTER              |



Revisions:

No.	Description



Designer: EPS  
Drawn by: EPS

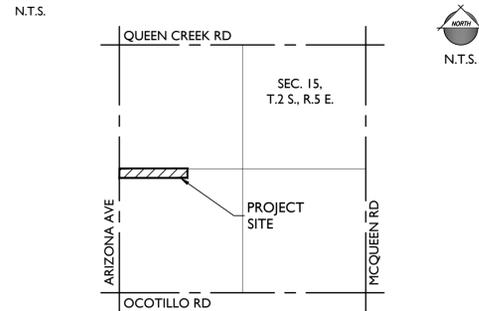


# **Exhibit L- Preliminary Plat**

# PRELIMINARY PLAT FOR THE ASHLEY

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN MARICOPA COUNTY, ARIZONA

### VICINITY MAP



### PROJECT TEAM

**DEVELOPER**  
PORTER KYLE BUILDERS  
8149 E. EVANS ROAD, STE 8  
SCOTTSDALE, AZ 85260  
TEL: (480)-939-3330  
CONTACT: MIKE STEPHAN  
mstephan@porterkyle.com

**CIVIL ENGINEERING:**  
EPS GROUP, INC.  
1130 N. ALMA SCHOOL ROAD, STE 120  
MESA, AZ 85201  
TEL: (480)-503-2250  
FAX: (480)-503-2258  
CONTACT: DANIEL AUXIER, P.E.  
dan.auxier@epsgr inc.com

### PROJECT DATA

A.P.N.: 303-41-017  
CURRENT LAND USE: RESIDENTIAL EMPLOYMENT  
EXISTING GENERAL PLAN: MF-2  
EXISTING ZONING: PAD/MF-2  
PROPOSED ZONING: MF-2

GROSS AREA: ± 6.13 ACRES (± 267,173.70 SQ. FT.)  
NET AREA: ± 4.95 ACRES (± 215,035.49 SQ. FT.)

DENSITY: 15.76 DU/ACRE (OF NET AREA)

NO. OF UNITS  
1 BEDROOM 20 UNITS (26%)  
2 BEDROOM 30 UNITS (38%)  
3 BEDROOM 28 UNITS (36%)  
TOTAL 78 UNITS (100%)

OPEN SPACE: ± 1.76 ACRES (± 76,665.6 SQ. FT.)  
OPEN SPACE (%): 36% OF NET AREA

### PARKING SUMMARY

PARKING REQUIRED	SPACES
1 BR UNITS	30 SPACES (1 PER UNIT)
2 BR UNITS	60 SPACES (2 PER UNIT)
3 BR UNIT	63 SPACES (2.25 SPACES PER UNIT)
COMMUNITY CENTER (2400SF)	12 SPACES (1 PER 200 SF)
TOTAL REQUIRED	165 SPACES

PARKING PROVIDED	SPACES
1 BR UNITS	30 SPACES
2 BR UNITS	60 SPACES
3 BR UNITS	63 SPACES
COMMUNITY CENTER	23 SPACES (2 ADA STALL)
TOTAL PROVIDED	176 SPACES

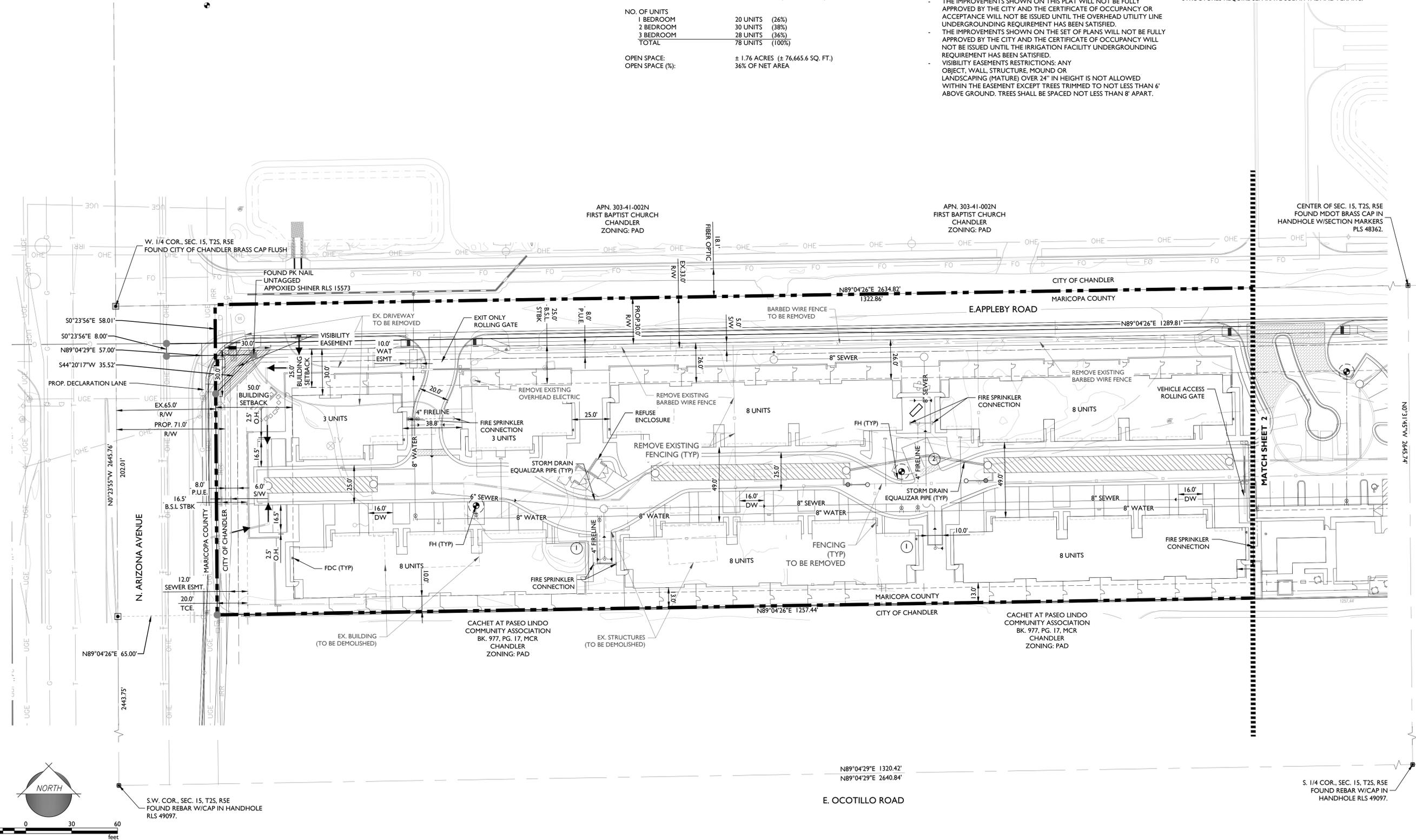
ENCLOSED/COVERED PARKING	SPACES
UNCOVERED PARKING	153 SPACES
TOTAL PARKING	23 SPACES (2 ADA STALL) 176 SPACES

### NOTES

- THIS SUBDIVISION IS WITHIN CHANDLER MUNICIPAL AIRPORT; AIRPORT IMPACT OVERLAY DISTRICT. AN AVIATION OR AVIGATION EASEMENT SHALL BE PROVIDED AT THE TIME OF FINAL PLATTING.
- THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OR ACCEPTANCE WILL NOT BE ISSUED UNTIL THE OVERHEAD UTILITY LINE UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.
- THE IMPROVEMENTS SHOWN ON THE SET OF PLANS WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL THE IRRIGATION FACILITY UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.
- 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.

### GENERAL 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.



2045 S. Vineyard Ave., Suite 101  
Mesa, AZ 85210  
T: (480) 503-2250 | F: (480) 503-2258  
www.epsgr inc.com

The Ashley  
Gibbert, Arizona

Project: 20-0504 - 1ST PRELIMINARY PLAT SUB.

Revisions:

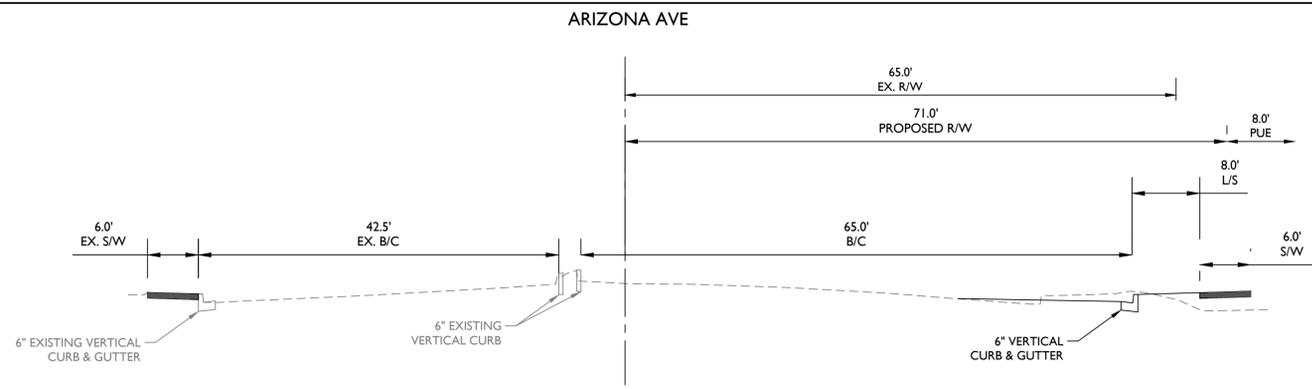
SEPTEMBER 2020 - 1ST PRELIMINARY PLAT SUB.

Designer: DHC  
Drawn by: JAJ

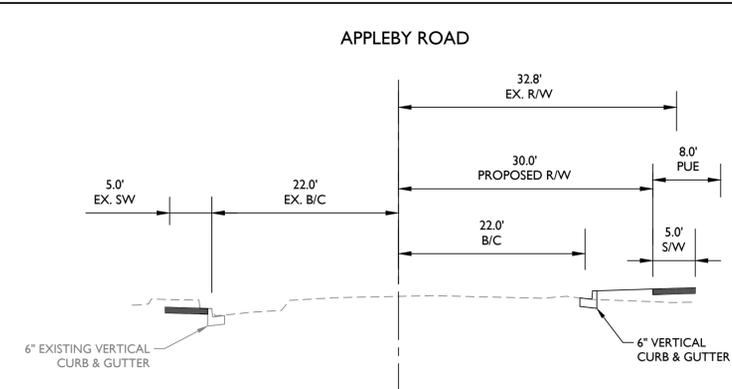
Job No.  
**20-0504**  
PPO1  
Sheet No.  
**1**  
of 2

# 20-0504 - The Ashley

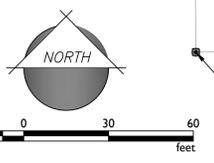
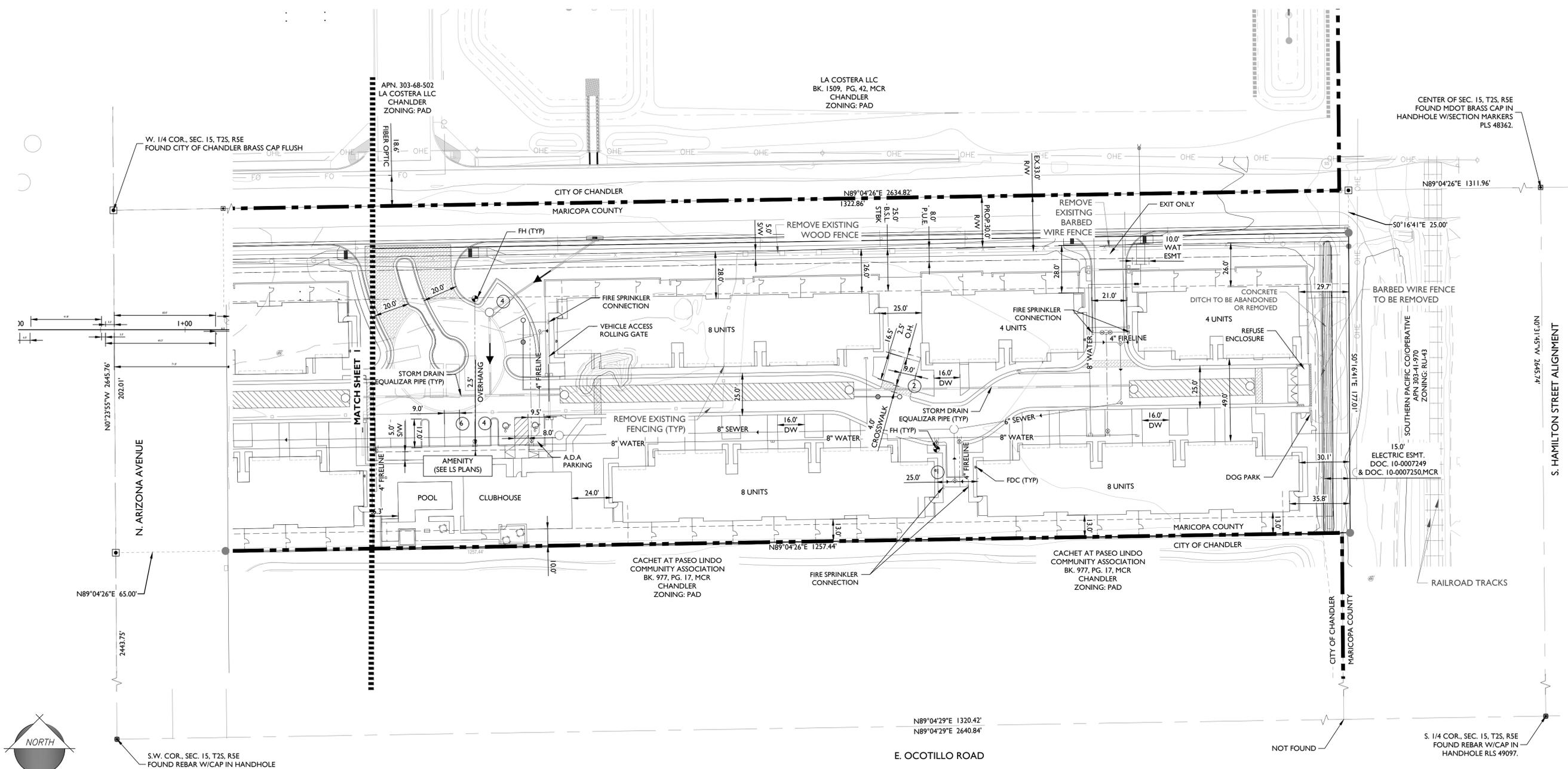
Apr 30, 2021 11:52pm S:\Projects\2020\20-0504\Planning\_Drawings\Preliminary\_Plat\20-0504 - PP02.dwg



SECTION 1 (Looking North)  
 HORZ. SCALE: 1"=10'  
 VERT. SCALE: 1"=5'



SECTION 2 (Looking East)  
 HORZ. SCALE: 1"=10'  
 VERT. SCALE: 1"=5'



2045 S. Vineyard Ave, Suite 101  
 Mesa, AZ 85210  
 T: 480.503.2250 | F: 480.503.2258  
 www.epsgroupinc.com

The Ashley  
 Gilbert, Arizona

Preliminary Plat

SEPTEMBER 2020 - 1ST PRELIMINARY PLAT SUB.

Revisions:

Call at least two full working days before any single revision.

Designer: DHC  
 Drawn by: JAJ

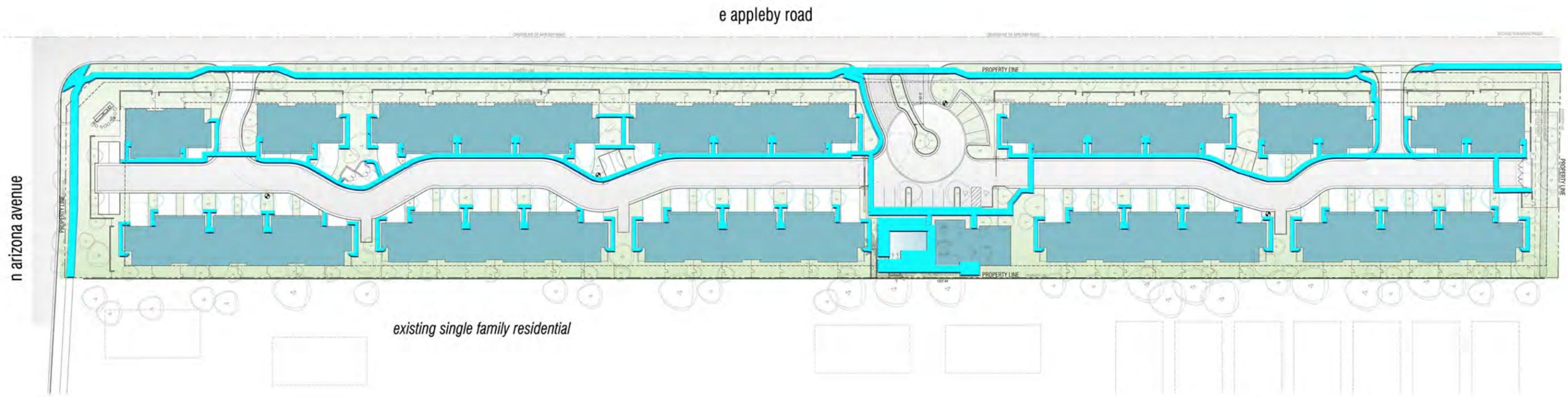
Job No.  
**20-0504**

SP02

Sheet No.  
**2**  
 of 2

C.O.C. Log No. PL21-0015

# **Exhibit M- Miscellaneous**



n arizona avenue

e appleby road

existing single family residential

1 pedestrian circulation plan  
 1" = 40'-0"



**a104**  
 preliminary design

MARCH 23 2021  
 PRELIMINARY SITE PLAN

THE ASHLEY 155 E. APPLEBY ROAD CHANDLER ARIZONA 85248  
 PORTER KYLE BUILDERS LLC 8149 E. EVANS ROAD SUITE 8 SCOTTSDALE ARIZONA 85260

**theashley**



**City Council Memorandum    Development Services    Memo No. CC21-030**

**Date:** June 21, 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:** PLH20-0030/PLT20-0020 Schrader Farms Business Park  
 Introduction and Tentative Adoption of Ordinance No. 4997  
**Request:** Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for a light industrial and office business park with a Mid-Rise Overlay and a commercial corner

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

Preliminary plat approval

**Location:** Northwest corner of McQueen and Queen Creek Roads

**Applicant:** Brennan Ray, Burch & Cracchiolo, P.A.

**Proposed Motion:**

**Rezoning**

Move City Council introduce and tentatively adopt Ordinance No. 4997 approving PLH20-0030 Schrader Farms Business Park, located at the northwest corner of McQueen and Queen Creek roads, rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for a light industrial and office business park with a Mid-Rise Overlay and a commercial corner, subject to the conditions as recommended by Planning and Zoning Commission.

**Preliminary Development Plan**

Move City Council approve Preliminary Development Plan PLH20-0030 Schrader Farms Business Park, located at the northwest corner of McQueen and Queen Creek roads, for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

**Preliminary Plat**

Move City Council approve Preliminary Plat PLT20-0020 Schrader Farms Business Park, located at the northwest corner of McQueen and Queen Creek roads, subject to the condition recommended by Planning and Zoning Commission.

**Background Data:**

- Site is currently zoned and used for agricultural land uses.
- 71.1 net-acre site

**Surrounding Land Use Data:**

North	Agriculture	South	Queen Creek Road then City of Chandler Solid Waste Services
East	McQueen Road then dairy farm	West	Faith Family Church and agriculture

**General Plan and Area Plan Designations:**

	Existing	Proposed
General Plan	Growth Area 3: Chandler Airpark - Employment	No Change
Chandler Airpark Area Plan	Light Industrial and Neighborhood Commercial	No Change

**Proposed Development**

Industrial Business Park	
Size	<ul style="list-style-type: none"> <li>• 67.65 net-acres in area</li> </ul>
Land Use	<ul style="list-style-type: none"> <li>• Light industrial and business park land uses</li> </ul>
Buildings	<ul style="list-style-type: none"> <li>• Six single-story buildings</li> <li>• 91,900 sq. ft. – 277,700 sq.ft. in size</li> <li>• 46 feet in height to the top of parapet</li> </ul>
Site Design	<ul style="list-style-type: none"> <li>• Truck loading courts located on the interior of the site</li> <li>• Berming and screen walls used along perimeter</li> <li>• Angled parking and landscaping to support campus aesthetic along street frontages</li> <li>• Stained concrete thematic entrances</li> <li>• Architecturally coordinated monument signage</li> </ul>
Phasing	<ul style="list-style-type: none"> <li>• Two phases are proposed</li> <li>• Phase 1 consists of: <ul style="list-style-type: none"> <li>• 3 eastern business park buildings</li> <li>• Street improvements along perimeter of entire site (Phases 1 &amp; 2)</li> <li>• Street frontage landscaping along perimeter of Phase 1 and commercial lot</li> </ul> </li> <li>• Phase 2 consists of: <ul style="list-style-type: none"> <li>• Three western business park buildings and remaining street frontage landscaping.</li> </ul> </li> </ul>

**Commercial Corner**

Size	<ul style="list-style-type: none"> <li>• 3.46 net acres</li> </ul>
Land Use	<ul style="list-style-type: none"> <li>• C-2 Commercial land uses per the City of Chandler Land Use Code</li> <li>• Auto-related uses, (fuel stations, oil change services, etc.) will not be permitted</li> <li>• Up to one drive-through establishment may be developed on-site</li> </ul>

Building & Site Design and Future PDP	<ul style="list-style-type: none"> <li>• No specific building design or site layout is proposed at this time</li> <li>• A future PDP will be reviewed by Council prior to development of the corner</li> <li>• The design of the buildings and site layout of the commercial corner will coordinate with the business park site</li> </ul>
Phasing	<ul style="list-style-type: none"> <li>• The corner parcel will be developed at a separate time and is not included in Phase 1 or 2 of the business park</li> </ul>

**Review and Recommendation**

Staff finds that the proposed rezoning, mid-rise overlay, preliminary development plan, and preliminary plat aligns with the goals of the 2016 General Plan and Chandler Airpark Area Plan.

The 2016 General Plan identifies the site as being located within Growth Area 3, Chandler Airpark, where the future land use is designated as “Employment”. The Chandler Airpark Area Plan more specifically calls for light industrial land uses and neighborhood commercial land uses at the corner.

To align with both the Chandler Airpark Area Plan and the Employment guidance of the 2016 Chandler General Plan, the applicant revised the site plan to avoid proposing buildings that appeared to support distribution as a primary land use. Staff believes the resulting building footprints will better accommodate land uses that will generate employment opportunities and therefore align with the goals of the General Plan.

To ensure the proposed corner site is sized and dimensioned appropriately, the applicant has shown staff how the corner could successfully accommodate vehicular access, retention, landscaping, and commercial land uses that are coordinated with the adjacent business park. Since the applicant will not be the developer of the commercial corner site, it is left empty in the proposed site exhibits. A future preliminary development plan will need to be approved by Council prior to it being developed.

**Traffic Analysis**

A Traffic Impact Analysis (TIA) was prepared to analyze potential impacts of the proposed development. Based on the analysis, McQueen and Queen Creek roads have adequate capacity to handle the expected traffic generated by the proposed development. As part of this project, the developer will be required to construct half-street improvements on adjacent collector streets, including Hamilton Street on the west side of the property and the Canary Way alignment on the north side of the property. These additional collector streets will help to facilitate vehicular circulation, including truck traffic, from Queen Creek and McQueen roads. Beyond the collector street improvements, the developer will also be required to construct, or contribute to, several roadway improvements (e.g. additional right turn lanes at driveways on McQueen Road and Queen Creek Road as determined by the TIA, changes to signal timing, etc.) to minimize the impact of the development on the surrounding streets.

**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 18th and April 12th, 2021. The applicant also created a website to share further information with residents.
- Residents had concerns regarding the building height, the land uses and associated traffic concerns. The applicant explained how the site has been planned for employment and commercial land uses by the Chandler Airpark Area Plan and 2016 General Plan. At the time of the meetings, the traffic study had not been reviewed by the City’s Traffic Engineer. The applicant

explained that a traffic impact analysis would need to be approved prior to moving forward. After sharing perspectives of the buildings, no further concerns for building design were received.

- As of writing this memo, Planning staff has not received further opposition from residents regarding the proposal.

### **Airport Commission Conflict Evaluation**

Airport Commission meeting April 14, 2021

Motion to find no conflict with existing or planned airport operations.

In Favor: 7    Opposed: 0    Absent: 0

### **Planning and Zoning Commission Vote Report**

Planning and Zoning Commission meeting June 16, 2021

Motion to Approve

In Favor: 6    Opposed: 0

The Planning and Zoning Commission requested design changes to the site landscaping and building design. The applicant submitted revisions and agreed to two additional Preliminary Development Plan stipulations (11 & 12) at the Planning and Zoning Commission hearing.

Chairman Heumann expressed concerns the site may become a warehouse and distribution center and wanted to ensure that future tenants align with the City's targeted economic development goals. In response, the applicant shared that the development is anticipated to support 1,543 on-site jobs. Per the applicant, the projected 65-72 cents per square foot lease rate aligns with job-creating high-end manufacturing land uses as compared with the 40-45 cents per square foot lease rate typically associated with distribution land uses. In addition, where the City Code requires 1 parking space per 1,000 square feet of manufacturing and 1 space for every 5,000 square feet of warehousing, the development includes 1.78 spaces per 1,000 square feet, which facilitates non-distribution land uses.

The amended exhibits that were presented to Planning and Zoning Commission are included as an attachment.

### **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 Agricultural District (AG-1) to Planned Area Development (PAD) for a light industrial and office business park with a Mid-Rise Overlay and a commercial corner subject to the following conditions:

1. For the parcel legally described in Exhibit "A," permitted land uses shall be limited to office uses and land uses permitted by-right in the I-1 Planned Industrial District per the Land Use and Zoning Code of the City of Chandler. Showrooms shall also be permitted where they are provided as an ancillary component of a primary use.
2. For the parcel legally described in Exhibit "B," permitted land uses shall be limited to land uses permitted by-right in the C-2 Community Commercial District per the Land Use and Zoning Code of the City of Chandler. Auto-related uses including but not limited to the sale, rental, repair, fueling or washing of automobiles, motorcycles, trucks, boats, or related accessories shall not be permitted.
3. Development of the overall site shall be in substantial conformance with the Development Booklet, entitled, "Schrader Farms Business Park" and kept on file in the City of Chandler

Planning Division, in File No. PLH20-0030, 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.

4. Prior to development of the corner parcel, as described in Exhibit "B," a preliminary development plan for site layout and building design shall be approved by City Council. The architectural design, landscaping, and pedestrian and vehicular access shall be coordinated with the business park to create an integrated campus appearance.
5. Building heights shall not exceed 50 (fifty) feet in height as measured to the top of parapet.
6. 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, as shown in the Phasing Exhibit to achieve conformance with City codes, standard details, and design manuals.
7. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
8. When office is proposed to occupy more than ten percent of a tenant space, a parking analysis shall be submitted for review by the Zoning Administrator. Said analysis shall clearly show the amount of area occupied by all existing and proposed land uses and the amount of parking spaces required by the City of Chandler Land Use and Zoning Code, and the amount of parking spaces provided.

#### 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 "Schrader Farms Business Park" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0030, 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 enhanced pavement design shown at the main Queen Creek Road entrance shall be duplicated at the main entrances proposed on McQueen Road and Canary Way.
3. The site shall be maintained in a clean and orderly manner.
4. 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.
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. 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. Building signage shall be architecturally coordinated with the respective façade.
8. All mechanical equipment shall be fully screened on all sides. Said screening shall be architecturally integrated with the building.
9. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.
10. Fifty percent of the trees planted along the arterial streets shall be a minimum of 36-inch box and 12-feet in height at the time of planting.
11. The applicant shall work with staff to provide an accent material under the metal awnings.
12. The applicant shall work with staff to create a different paint color scheme for phase two.

## 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.

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### **Attachments**

Ordinance No. 4997

Vicinity Maps

Development Booklet 1/3

Development Booklet 2/3

Development Booklet 3/3

Preliminary Plat

Revised Development Booklet Exhibits

**ORDINANCE NO. 4997**

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 LIGHT INDUSTRIAL AND OFFICE BUSINESS PARK AND COMMERCIAL LAND USES, WITH A MID-RISE OVERLAY AS SHOWN IN CASE PLH20-0030 (SCHRADER FARMS BUSINESS PARK) LOCATED AT THE NORTHWEST CORNER OF MCQUEEN AND QUEEN CREEK 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' and EXHIBIT 'B'

Said lots are hereby rezoned from AG-1 to PAD for light industrial and office business park and commercial land uses, with a mid-rise overlay, subject to the following conditions:

1. For the parcel legally described in Exhibit "A," permitted land uses shall be limited to office uses and land uses permitted by-right in the I-1 Planned Industrial District per the Land Use and Zoning Code of the City of Chandler. Showrooms shall also be permitted where they are provided as an ancillary component of a primary use.
2. For the parcel legally described in Exhibit "B," permitted land uses shall be limited to land uses permitted by right in the C-2 Community Commercial District per the Land Use and Zoning Code of the City of Chandler. Auto-

related uses including but not limited to the sale, rental, repair, fueling or washing of automobiles, motorcycles, trucks, boats, or related accessories shall not be permitted.

3. Development of the overall site shall be in substantial conformance with the Development Booklet, entitled, "Schrader Farms Business Park" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0030, 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.
4. Prior to development of the corner parcel described in Exhibit "B," a preliminary development plan for site layout and building design shall be approved by City Council. The architectural design, landscaping, and pedestrian and vehicular access shall be coordinated with the business park to create an integrated campus appearance.
5. Building heights shall not exceed 50 (fifty) feet in height as measured to the top of parapet.
6. 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, as shown in the Phasing Exhibit to achieve conformance with City codes, standard details, and design manuals.
7. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
8. When office is proposed to occupy more than ten percent of a tenant space, a parking analysis shall be submitted for review by the Zoning Administrator. Said analysis shall clearly show the amount of area occupied by all existing and proposed land uses and the amount of parking spaces required by the City of Chandler Zoning Code, and the amount of parking spaces provided.

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. 4997 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:

## PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP IN A HANDHOLE MARKING THE THE SOUTH QUARTER CORNER OF SAID SECTION 10, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 10 BEARS NORTH 89°22'45" EAST, A DISTANCE OF 2636.54 FEET;

THENCE NORTH 00°00'09" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1324.83 FEET;

THENCE NORTH 89°21'01" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2638.57 FEET;

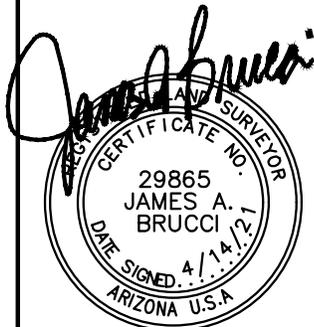
THENCE SOUTH 00°05'23" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 785.58 FEET;

THENCE NORTH 89°54'33" WEST, A DISTANCE OF 402.28 FEET;

THENCE SOUTH 00°37'15" EAST, A DISTANCE OF 545.55 FEET;

THENCE SOUTH 89°22'45" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2241.00 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINING 75.28 ACRES±.

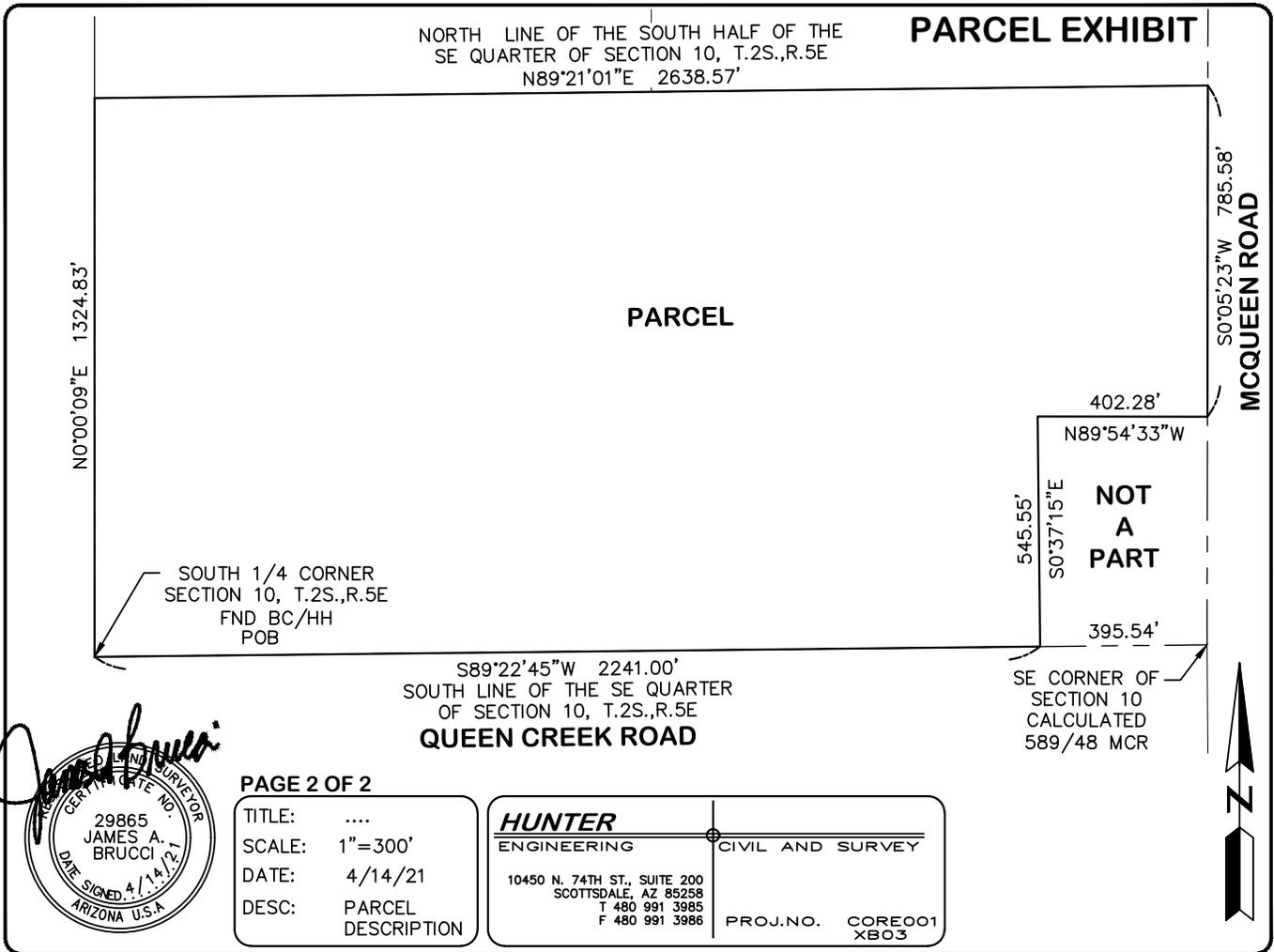


PAGE 1 OF 2

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DATE: 4/14/21  
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<b>HUNTER</b>	
ENGINEERING	CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986	
PROJ. NO.	CORE001 XB03

Exhibit "A" Page 2 of 2



## PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN A HANDHOLE MARKING THE THE SOUTH QUARTER CORNER OF SAID SECTION 10, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 10 BEARS NORTH 89°22'45" EAST, A DISTANCE OF 2636.54 FEET;

THENCE NORTH 89°22'45" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2241.00 FEET TO THE POINT OF BEGINNING;

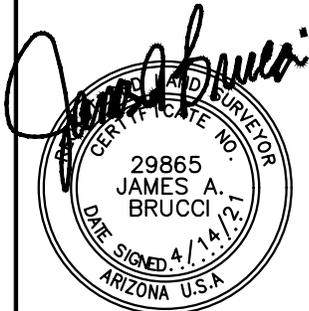
THENCE NORTH 00°37'15" WEST, A DISTANCE OF 545.55 FEET;

THENCE SOUTH 89°54'33" EAST, A DISTANCE OF 402.28 FEET;

THENCE SOUTH 00°05'23" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 540.60 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE SOUTH 89°22'45" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 395.54 FEET TO THE POINT OF BEGINNING.

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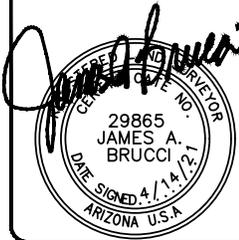
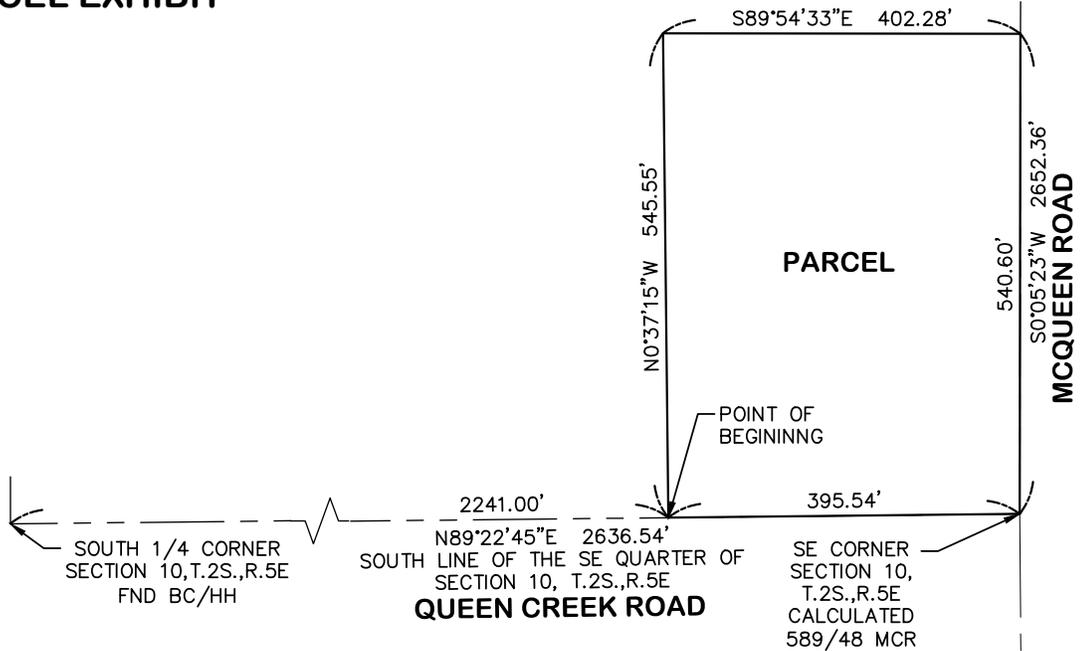


PAGE 1 OF 2

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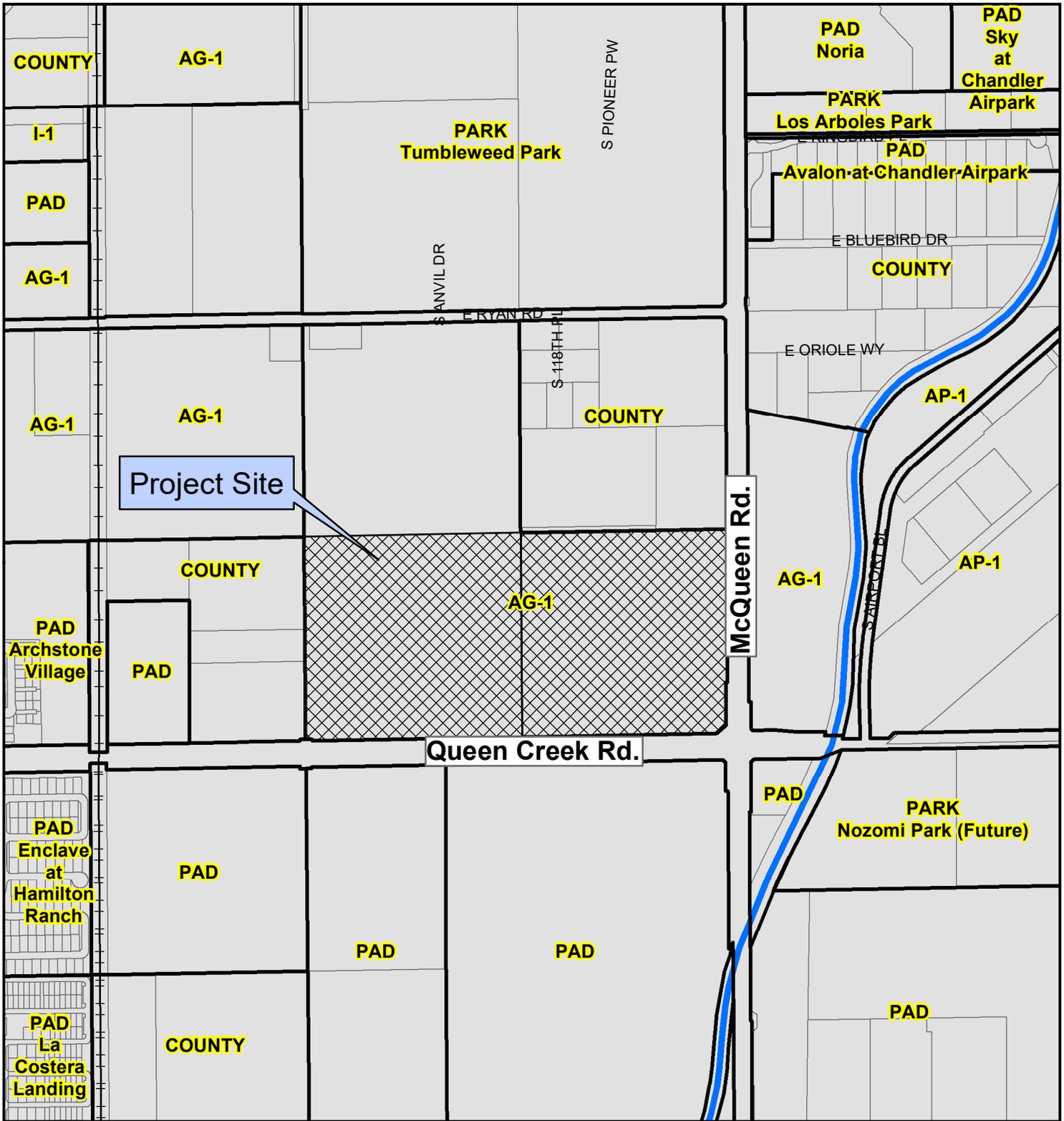
**PARCEL EXHIBIT**



**PAGE 2 OF 2**

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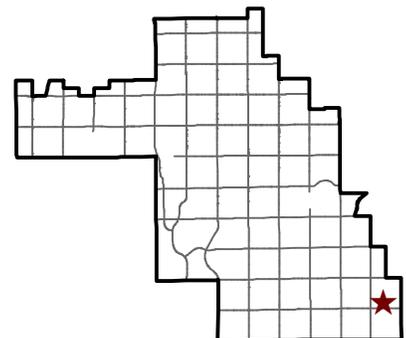
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ENGINEERING	CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986	
	PROJ NO. CORE001 XBO4



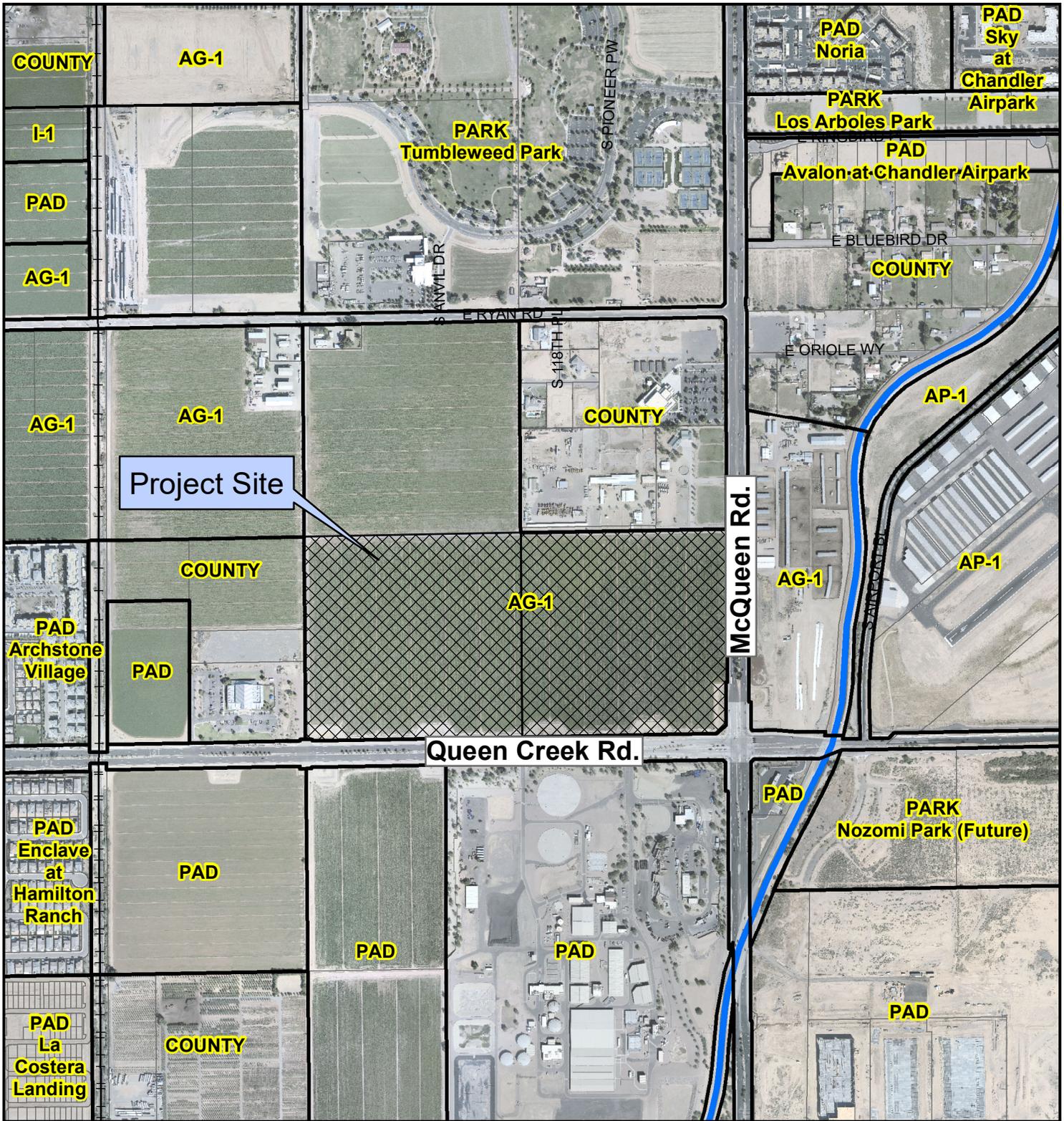
**PLH20-0030 Schrader Farms Business Park**



Proposed Project Details  
 Rezone/PDP/Mid-Rise  
 70.52 Acres  
 Future Business Park Uses



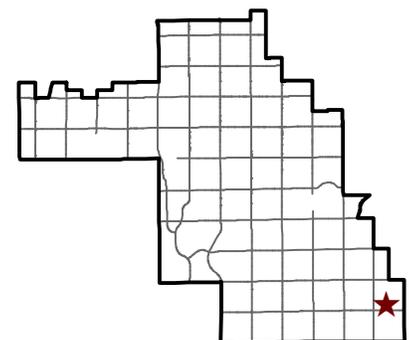
City of Chandler Planning Division  
[chandleraz.gov/planning](http://chandleraz.gov/planning)  
 For more information visit:  
<https://gis.chandleraz.gov/planning>



**PLH20-0030 Schrader Farms Business Park**



Proposed Project Details  
 Rezone/PDP/Mid-Rise  
 70.52 Acres  
 Future Business Park Uses



City of Chandler Planning Division  
[chandleraz.gov/planning](http://chandleraz.gov/planning)  
 For more information visit:  
<https://gis.chandleraz.gov/planning>

**Planned Area Development,  
Preliminary Development Plan,  
and  
Preliminary Plat**



***Schrader Farms  
Business Park***

**Northwest Corner of  
McQueen Road and Queen Creek Road**

by:

**Core5 Schrader Farm BP, LLC**

Case No: PLH20-0030

Submitted: June 4, 2020  
Update: December 18, 2020  
Update: April 16, 2021  
Update: May 12, 2021

## TABLE OF CONTENTS

I.	Introduction.....	1
II.	Site, Surrounding Area, and Existing Zoning.....	1
III.	Proposed Planned Area Development and Mid-Rise Overlay.....	2
IV.	Proposed Preliminary Development Plan.....	2
A.	Site Layout and Architecture .....	2
B.	Design Guidelines.....	3
C.	Landscaping .....	4
D.	Walls and Entry Monumentation.....	4
E.	Development Standards .....	5
F.	Circulation.....	5
G.	Parking .....	6
V.	Core5 Corporate Background .....	6
VI.	Miscellaneous .....	6
A.	Grading and Drainage.....	6
B.	Utilities.....	6
C.	Phasing.....	6
VII.	Preliminary Plat .....	6
VIII.	Project Team .....	7
IX.	Conclusion .....	7

## TABLE OF EXHIBITS

<b>Exhibit No.</b>	<b>Description</b>
1	Aerial
2	Building Perspectives Queen Creek Road Perspective
3	Conceptual Site Plan
4	Landscape Plan
5	Arterial Street Enlargements
6	Building Elevations Floor Plans
7	Color & Materials Palette
8	Screen Wall Plan & Elevations
9	Comprehensive Sign Plan
10	Conceptual Grading & Drainage
11	Phasing Plan
12	Preliminary Plat

**I. INTRODUCTION**

Core5 Schrader Farms BP, LLC (“Core5”) is the proposed developer of Schrader Farms Business Park (the “Schrader Farms BP”), an exciting development on approximately 80.25± gross (70.52± net) acres (the “Site”) at the northwest corner of McQueen Road and Queen Creek Road. Core5 is proposed to develop the Site as a high-quality business park in an area of Chandler that has been designated for employment uses for close to 30 years. Schrader Farms BP will be a strong, viable development for Chandler given its location proximate to the Chandler Municipal Airport and Loop 202, will be compatible with the surrounding area, and will provide a recognizable presence within Chandler. *See Exhibit 2, Perspectives.* The proposed development creates additional employment opportunities in the immediate area and is anticipated to improve the City’s jobs-to-population ratio.

As is described in greater detail below, the proposed development is also consistent with the City of Chandler’s (the “City”) General Plan and Airpark Area Plan. The proposed development is likewise compatible with the Chandler Municipal Airport and its uses. Core5 requests the Site be zoned Planned Area Development (PAD) for Employment uses as described below in Section III, along with Preliminary Development Plan (PDP) for the Site’s layout, landscaping, architecture, etc., Preliminary Plat, and Mid-Rise Overlay approvals.

**II. SITE, SURROUNDING AREA, AND EXISTING ZONING**

The Site is located at the northwest corner of McQueen Road and Queen Creek Road and is currently being used for agricultural operations. The Site is zoned AG-1 as it has been traditionally used for agricultural purposes. An aerial of the Site is attached as *Exhibit 1*.

The Site is designated on the City’s General Plan as Employment and lies within the Chandler Airpark Area Plan. Since approximately 1982, the City has generally reserved the areas located south and west of the Airport for employment uses to protect the Airport from incompatible land uses and to promote economic development. The General Plan Employment designation encourages major employers, knowledge-based industries, and industrial/business parks. Schrader Farms BP complies with the General Plan and is supported by the following goals and policies of the General Plan:

- 1.1.1 Land Use and Development: Protect employment land use areas to support economic development goals.
- 1.2.3 Chandler Airpark Policies: Protect the Chandler Municipal Airport and Airpark as a major employment center and the Airport’s flight corridors from incompatible land uses.
- 1.5 Building a World-Class Economy Policies:
  - Continue to optimally use remaining vacant land to ensure the highest and best use for economic opportunities.
  - Improve the City’s jobs-to-housing ratio with a long-term goal to continue exceeding the County’s average jobs-to-housing balance.

The Airpark Area Plan identifies the Site as Light Industrial and Commercial. The Light Industrial designation encourages small manufacturing, warehousing and distribution, and back office spaces. The Chandler Municipal Airport and Airpark represent developing assets that

contain the largest inventory of vacant land in the City that has been planned for employment purposes. The Airpark Area Plan is intended to ensure land use compatibility and protect employment opportunities, which Schrader Farms BP does.

### III. PROPOSED PLANNED AREA DEVELOPMENT AND MID-RISE OVERLAY

Core5 requests the Site be zoned PAD for a mix of employment uses, including:

**Employment.** Any use or similar use in the I-1 District of the City’s Zoning Ordinance.

**Office.** Offices, including, professional, business, administrative, executive, and other offices.<sup>1</sup>

**Showroom.** Showroom use is defined as uses that are primarily warehouse uses but may include up to 10% of the floor area devoted to display of goods and products. Showroom will provide the region with bulk related uses, such as tile, flooring, paint, furniture, or similar materials. These uses will support both the residential base as well as the business uses around the airport.

**Commercial.** Any use or similar use in the C-2 District of the City’s Zoning Ordinance.

Core5 additionally requests a Mid-Rise Overlay for the proposed 50 feet building height. Consistent with the City’s Mid-Rise Development Policy (the “Policy”), the additional height is appropriate as the Site is located within an area that is designated on the City’s General Plan as Employment and the Airpark Area Plan as Light Industrial. The additional height will allow Core5 to create a development that meets the Policy’s intent to provide needed viability and long-term sustainability. Additional height will allow Core5 to provide appropriate amounts of clear height and structure in the buildings to ensure that adequate amounts of area and space is available to meet the anticipated needs of future tenants. The proposed development will provide new job opportunities for area residents. Furthermore, the additional height is appropriate in the context of the surrounding area, with the City’s wastewater treatment, solid waste, and recycling facility and future Ferguson building (approx. 50 feet in height) along the Site’s Queen Creek Road frontage.

### IV. PROPOSED PRELIMINARY DEVELOPMENT PLAN

#### A. *Site Layout and Architecture*

Schrader Farms BP is designed as a high-quality mixed-use development that will create additional employment opportunities and is compatible with the Airport and its operations and uses. Schrader Farms BP is expected to consist of approximately seven buildings, ranging in size between approximately 91,600 square feet and 234,320 square feet and a commercial building (on the future commercial pad). *See Exhibit 3, Conceptual Site Plan.* Consistent with good planning principles, the Site has been laid out with multi-tenant buildings along the public streets (McQueen Road, Queen Creek Road, and Hamilton Road) to allow for higher public visibility. The McQueen Road employment building is currently planned with a setback of approximately 117 feet while the closest employment building on Queen Creek Road is currently planned with a setback of approximately 201 feet. The considerable setbacks allow Core5 to

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<sup>1</sup> The percentage of office uses within each respective building can be the maximum amount the parking requirements will allow. Should the percentage of proposed office use in a given Lot exceed the Code required parking, the Zoning Administrator will consider and may allow an administrative modification to expeditiously deal with such a situation up to 10% more office square footage than the parking provided would typically allow or through a shared parking agreement between the lots/uses.

provide a lushly landscaped frontage (*See Exhibit 2, Queen Creek Road Perspective and Exhibit 4, Landscape Plan* and as is discussed in more detail below in Section IV.C and *Exhibit 5, Arterial Street Enlargements*) and parking areas that, when coupled with the buildings' design creates a high-quality development that is compatible with the adjacent area.

The proposed architectural design leans towards contemporary southwest architecture, reflecting a timeless design that is respectful of the central Arizona desert climate. *See Exhibit 2, Perspectives*. The size and scale of the buildings are broken up through four-sided architectural design, quality materials, and professional workmanship. All architectural features are presented as an integral part of the overall design. Distinct areas are visible in each elevation and each area is distinguished through the use of color, texture, and vertical and horizontal offsets where functionally allowed. Contemporary architectural vocabulary is present with strong horizontal canopies, deep-set fenestration, and rich texturing of facade materials at the two-story entry elements. The building masses are simple in form and strong in geometry. Variations in the roof height and profile are used with discretion to conceal mechanical equipment. Facade components are utilized to establish human scale building design and provide interest through the use of light, shadow and texture.

The initial phase is planned on the eastern approximately 31.34 acres and is currently expected to consist of three employment buildings. *See Exhibit 6, Building Elevations and Floor Plans*. These buildings along McQueen Road and Queen Creek Road are designed to provide prominent office entries with both clear and spandrel glazing with two story vertical massing. A mixture of smooth concrete, textured concrete, metal canopies and tile create an attractive facade. *See Exhibit 6 and Exhibit 7, Colors and Materials*. Functionally, these buildings will contain state-of-the-art features users require in modern facilities, such as abundant power, current industry standard clear heights, natural light through skylights or clerestory windows and storefront systems, advanced fire suppression, and efficient loading dimensions.

This PDP depicts the general layout (Site Plan) and appearance (Elevations) of buildings at Schrader Farms BP, but it does not restrict buildings to the building locations or square footages as depicted on the Site Plan or appearance as depicted by the building elevations. Building movements, adjustments in square footage, and changes in the architecture will be allowed as long as the final buildings: (1) meet the general intent of the layout; (2) meet the general intent of the elevations; (3) comply with the below Design Guidelines; (4) use the colors and materials identified on the Color and Materials Palette; (5) provide code required parking stalls; and (6) meet building setbacks as required by the City's Zoning Ordinance or as otherwise identified in this PAD. Actual building footprints within lot's developable area shall be determined administratively through the Final Development Plan approval processes.

### ***B. Design Guidelines***

To ensure the future buildings are designed consistent with the expectations set forth in the PDP, Core5 proposes the following design guidelines. These design guidelines are intended to create a cohesive, attractive, and appropriate architectural statement. The guidelines provided in this document are not absolute, but are general statements aimed at setting forth the design expectations:

- All elevations should maintain the same visual integrity, cohesiveness, and design detail.

- All designs should be textural and consider the use of multiple heights, wall planes, masses, and exterior materials along with natural elements, and complementing colors and texture.
- All building facades should incorporate elements of the elevations approved in this PDP. Where buildings might expand simple relief may be used by including various types of architectural techniques such as an EIFS relief, a wainscot system, change in material or color on the surface that will be expanded (where one building plane meets another a change in material or color will add interest).
- Buildings should be designed to respond to the harsh southwest climate and oriented to recognize the value of appropriate landscaping and cooling requirements in harmony with the environment.
- Human scale massing and proportions should complement the buildings' function and the design should be harmonious with adjoining developments.
- Canopies, arcades, and overhangs should be designed to create places of refuge for pedestrians and to create interest within the building design.
- Landscape buffers will be designed for the street edges and to emphasize the points of entry into the development.
- Identify internal crosswalks with changes in paving materials, signs, or paint striping.
- Service entrances and loading docks should be located to mitigate their visual impact and not interfere with the circulation of service vehicles.

The design of the future employment buildings may be administratively approved by Staff upon a finding that the proposed elevations are substantially consistent with the Design Guidelines. A PDP will need to be processed for the design and layout of the Commercial pad.

### ***C. Landscaping***

The overall landscape theme incorporates low water use, regionally appropriate plant material that is suitable for the Sonoran Desert to create an attractive experience for those who work at Schrader Farms BP as well as those travelling along McQueen Road and Queen Creek Road. *See Exhibit 2, Queen Creek Road Perspective.* The design has a hierarchy of plant material at entries and nodes as well as other hybrid plant material that leads one into the site down the main boulevards. *See Exhibit 4, Landscape Plan.* The design and materials create a sense of place within the Site, while adding a fresh approach to a timeless desert environment for the surrounding communities. The landscaping theme draws from the lush desert look and feel of an adapted Sonoran landscape tempered for the Arizona climate through the use of drought tolerant elements. Trees will be appropriately placed along the public streets to create a visually pleasing experience for vehicles and pedestrians. The street frontages will additionally contain large massings of colorful shrubs and accents. *See Exhibit 5, Arterial Street Enlargements.* All of the plant species proposed adhere to the Arizona Department of Water Resources, "Low Water Use Plant List" in order to incorporate native and hybrid arid region vegetation into the landscape. All of the landscape within the boundary of the Site will be watered on an automatic drip irrigation system.

**D. Walls and Entry Monumentation**

Proper screening of the parking areas will be accomplished through earthen berms and decorative walls that have been designed to complement the building and utilizing varying colors and textures arranged in an attractive design. *See Exhibit 8, Screen Wall Plan and Elevations.*

**E. Development Standards**

Core5 is proposing the following development standards:

<b>Regulation</b>	<b>Development Standard</b>
Building Height (max.)	50 ft., inclusive of parapet walls, mechanical equipment, and screening
Building Setback (min.)	
- Front (Queen Creek Rd.)	30 ft.
- Side (McQueen Rd.)	20 ft.
- Side (west)	20 ft.
- Rear (north)	20 ft.
Landscape Setback (min.)	
- Front (Queen Creek Rd.)	30 ft.
- Side (McQueen Rd.)	20 ft.
- Side (west)	20 ft.
- Rear (north)	20 ft.
Lot Coverage (max.)	55 %
Perimeter Parking Screen Wall Height (max.)	4 ft.
Interior Wall Height (max.)	16 ft.
Additional Standards:	
Landscape Setback	
Queen Creek Road and Hamilton Road	
-- 50 ft. x 250 ft. along Queen Creek Road	
-- 30 ft. x 100 ft. along Hamilton Road	
McQueen Road and future collector street	
-- 50 ft. x 100 ft. along McQueen Road	
-- 30 ft. x 100 ft. along future collector street	

**F. Circulation**

Schrader BP has been planned to ensure efficient on-site circulation and appropriate access to the public street system surrounding the Site. Access to Site will occur as follows:

- Three driveways along McQueen Road (east), four driveways along Queen Creek Road (south), three driveways along the future collector ½ street (north), and two along the future Hamilton Street ½ street (west).
- McQueen Road is an arterial street with three lanes in each direction, a center median, bike lanes, and sidewalks contained within an approximately 130 feet right-of-way.
- Queen Creek Road is also an arterial street with three lanes in each direction, a center median, bike lanes, and sidewalks contained within an approximately 160 feet right-of-way.

- The future collector ½ street (north) and Hamilton Street ½ street (west) will have one lane of traffic in each direction and sidewalks within an approximately 33 feet right-of-way.

The surrounding regional roadway network includes Arizona Avenue (SR-87), Germann Road, and the Loop 202 San Tan Freeway.

#### **G. Parking**

The proposed parking provides a total of 1,592 spaces where 946 are required for a parking rating of 1.78 spaces per 1,000 square feet. *See Exhibit 3, Conceptual Site Plan.* The additional parking spaces allow Core5 to attract a variety of employment users, such as high-tech advanced manufacturing with high wage employees. The additional parking also allows Core5 greater flexibility to meet the demands of future tenants with higher numbers of employees than has historically been considered for these types of employment uses.

### **V. CORE5 CORPORATE BACKGROUND**

Core5 is a national owner, developer and manager of prestigious commercial real estate properties. The company's capabilities are broad, having been applied to an array of real estate developments, including corporate headquarters, landmark properties, multi-use complexes, multinational distribution facilities, mixed-use suburban business parks, and foreign trade zones. Core5 currently has properties in ten different states with over 14,000,000 square feet of employment developments in various stages of development and approximately 3,700,000 square feet under management.

### **VI. MISCELLANEOUS**

#### **A. Comprehensive Sign Plan**

The *Comprehensive Sign Plan* is attached as *Exhibit 11*.

#### **B. Grading and Drainage**

The *Conceptual Grading and Drainage Plan* is attached as *Exhibit 10*. Development of the Site will provide retention for the 100-year, 2-hour storm event plus 10% in accordance with City of Chandler standards for site development.

#### **C. Utilities**

The onsite water, fire and sewer lines will be private, complying with the City's requirements. These lines will be serviced by the existing and proposed public water and public sewer lines within the adjacent public streets.

#### **D. Phasing**

The employment buildings within Schrader Farms BP are preliminarily anticipated developing in two different phases as illustrated on the *Phasing Plan* included at *Exhibit 11*. Development of the future commercial pad will be a separate phase that is not connected to the employment buildings. Improvements to the future commercial pad, including the arterial street frontage, will be made by the commercial developer. Deviations from the proposed phasing schedule may be administratively approved by Staff.

### **VII. PRELIMINARY PLAT**

The *Preliminary Plat* is attached as *Exhibit 12*.

## VIII. PROJECT TEAM

Owner/Builder: Core5 Schrader Farms BP, LLC  
Attn: Jon Kelly  
300 Spectrum Center Drive, Suite 880  
Irvine, California 92618  
Phone: (949) 467-3290

Architect: Deutsch Architecture Group  
Attn: Randy Hilleboe  
David Calcaterra  
4600 East Indian School Road  
Phoenix, Arizona 85018  
Phone: (602) 840-2929

Landscape Architect: G.K. Flanagan Associates, Inc.  
Attn: Justin Meyer  
4626 North 44<sup>th</sup> Street  
Phoenix, Arizona 85018  
Phone: (602) 912-9691

Civil Engineer: Hunter Engineering  
Attn: Larry Talbott  
10450 North 74<sup>th</sup> Street, Suite 200  
Scottsdale, Arizona 85258  
Phone: (480) 991-3985

Traffic Engineer: CivTech  
Attn: Dawn Cartier  
8590 East Shea Boulevard, Suite 130  
Scottsdale, Arizona 85260  
Phone: (480) 659-4250

Zoning: Burch & Cracchiolo, P.A.  
Attn: Brennan Ray  
1850 North Central Avenue, 17<sup>th</sup> Floor  
Phoenix, Arizona 85004  
Phone: (602) 234-8794

## IX. CONCLUSION

Schrader Farms Business Park is a high-quality, exciting employment and commercial mixed-use development that will complement the surrounding area and provide a recognizable presence in the rapidly developing employment area. The development presents the opportunity to create a business park with a variety of compatible and supportive uses. The development will provide a strong base for attracting employment-based businesses. We request your approval.

**Core5 Schrader Farms BP, LLC**



ARIZONA AVE.

McQUEEN RD.

COOPER RD.

202 LOOP 202

GERMANN RD.

87

SUBJECT SITE

CHANDLER MUNICIPAL AIRPORT

CITY OF CHANDLER  
SOLID WASTE  
SERVICES

E Queen Creek Rd

QUEEN CREEK RD.

S Diamond Dr  
S Adams Ave

E Appleby Rd

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT LEADS TO MORE DETAILED DRAWINGS. THE INFORMATION DEPICTED IN THESE DESIGNS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGN/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.



SCHRADER FARMS BUSINESS PARK  
AERIAL  
©1985-2020  
#130200



ARIZONA AVE. McQUEEN RD. COOPER RD. LOOP 202 GERMANN RD. QUEEN CREEK RD. S ARIZONA AVE S McQueen Rd S Diamond Dr S Adams Ave E Appleby Rd



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INTENT OF THE DESIGN WORK. THEY REPRESENT CONTRACTUAL DRAWINGS  
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PURPOSES THAN THEIR INTENDED USE AS DEFINED BY THE ARCHITECT IS PROHIBITED.

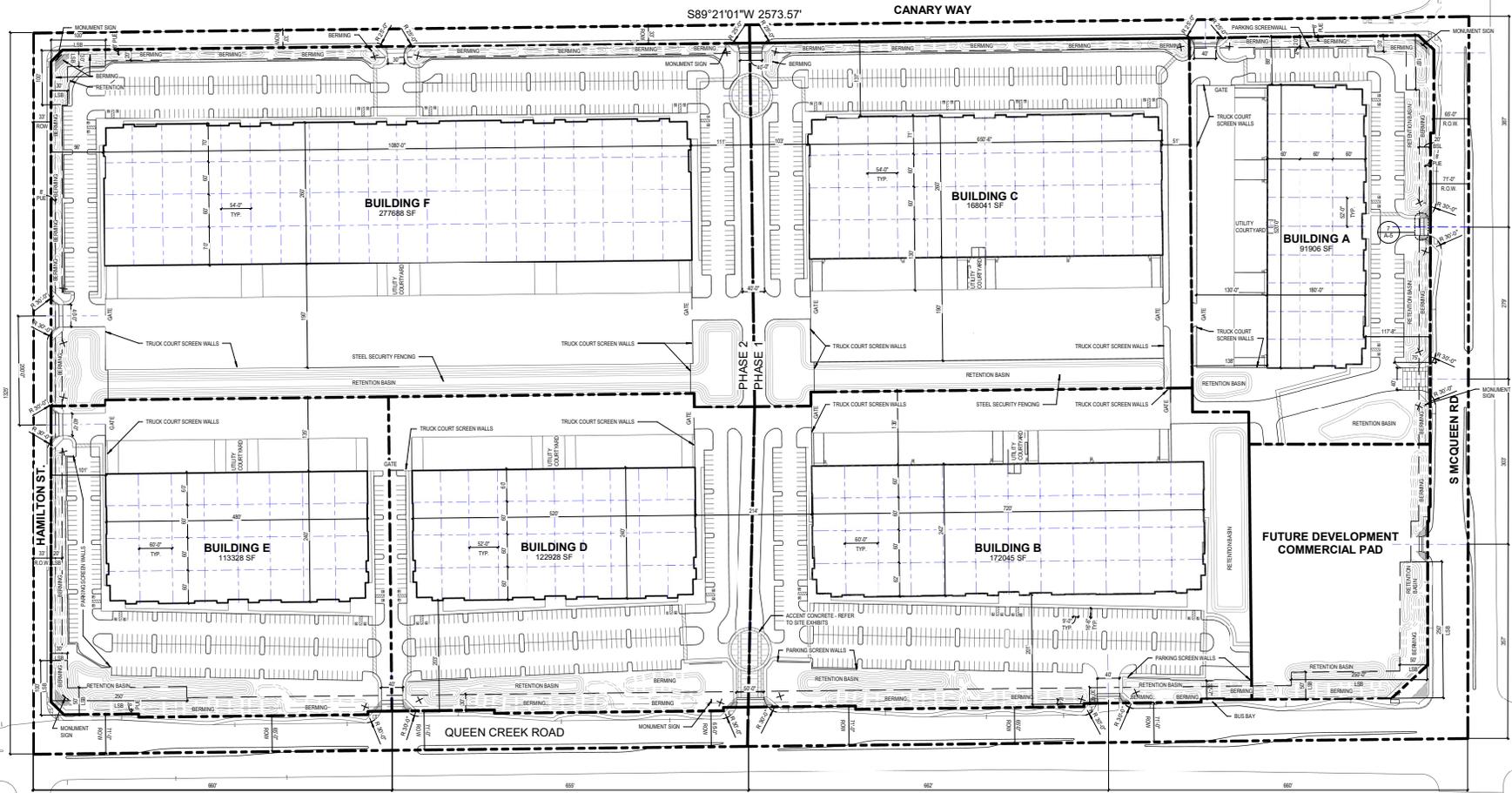


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ARCHITECTURE GROUP

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INTENT OF THE DESIGN NOR DO THEY REPRESENT CONTRACTUAL DRAWINGS.  
BLIND FORM USE OF CONCEPT AND SCHEMATIC SERVICES FOR ANY OTHER  
PURPOSES THAN THEIR INTENDED USE AS DEFINED BY THE ARCHITECT IS PROHIBITED.



1 MASTER SITE PLAN  
SCALE 1" = 80'

SITE DATA					
PARCEL NUMBERS	GROSS AREA		NET AREA		
303-03-056C, 303-03-060A	S.F.	ACRES	S.F.	ACRES	
PHASE 1	1,520,873	35.0	1,368,861	31.42	
PHASE 2	1,704,413	40.0	1,571,003	36.22	
COMMERCIAL PARCELS	216,545	4.97	150,545	3.46	
OVERALL	3,441,831	80.0	3,090,309	71.10	
PROPOSED LANDSCAPE			PROPOSED BUILDING		
PRIVATE DRIVE	20'		20'		
MCQUEEN RD.	30'		30'		
QUEEN CREEK RD.	30'		30'		
HAMILTON RD.	30'		30'		
ZONING DATA					
CURRENT ZONING	AG-1				
PROPOSED ZONING	PAD				
BUILDING DATA					
	AREA	COVERAGE		BUILDING HEIGHT	
		NET	GROSS		
BUILDING A	91,906	28%	27%	35' MAX.	
BUILDING B	172,340	33%	29%	35' MAX.	
BUILDING C	168,041	32%	31%	35' MAX.	
BUILDING D	122,928	32%	29%	35' MAX.	
BUILDING E	113,328	31%	27%	35' MAX.	
BUILDING F	277,885	33%	31%	35' MAX.	
OVERALL	945,938	31%	27%	35' MAX.	
PARKING CALCULATION					
	REQUIRED	PROVIDED	ADA REQUIRED	ADA PROVIDED	MAX
BUILDING A	115	330	5	8	1,32
BUILDING B	172	330	7	8	1,90
BUILDING C	168	244	7	8	1,50
BUILDING D	123	230	7	8	2,01
BUILDING E	113	290	7	8	2,42
BUILDING F	278	390	9	12	1,48
OVERALL	946	1,682	43	50	1,78

**PROJECT NARRATIVE**

THE PROPOSED PROJECT CONSISTS OF A MULTI-PHASE BUSINESS CENTER LOCATED ON APPROXIMATELY 70 ACRES AT THE NORTHWEST CORNER OF QUEEN CREEK ROAD AND MCQUEEN ROAD IN CHANDLER, ARIZONA. THE MASTER PLANNED DEVELOPMENT WILL CONSIST OF APPROXIMATELY SIX BUILDINGS DESIGNED FOR A WIDE VARIETY OF USES CONSISTENT WITH THE CHANDLER AIRPARK AREA PLAN.

**PROJECT TEAM**

**OWNER:**  
CORE5 SCHRADER FARMS SP, LLC  
300 SPECTRUM CENTER DRIVE  
SUITE 800  
IRVINE, CA 92618  
PHONE: (949) 462-3200  
E-MAIL: RNT@SFTBDRS.COM  
CONTACT: GUY KELLY

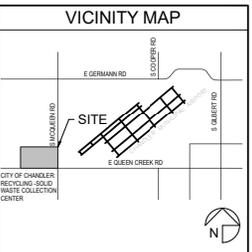
**ARCHITECT:**  
DEUTSCH ARCHITECTURE GROUP  
400 E NICKAY SCHOOL RD  
PHOENIX, AZ 85018  
PHONE: (602) 942-2029 x144  
E-MAIL: PHIL@DEUTSCHARCH.COM  
CONTACT: RANDY HELBERG

**GENERAL CONTRACTOR:**  
WTF BUILDERS, LLC  
4248 N CRAFTSMAN COURT  
SUITE 200  
SCOTTSDALE, AZ 85251  
PHONE: (480) 969-1210  
E-MAIL: RNT@SFTBDRS.COM  
CONTACT: BEN MITT

**CIVIL ENGINEER:**  
HUNTER ENGINEERING  
5055 N. 74TH STREET, SUITE 200  
SCOTTSDALE, AZ 85251  
PHONE: (480) 991-3985  
E-MAIL: LARRY.TALBOT@HUNTERENG.COM  
CONTACT: LARRY TALBOT, P.E.

**LANDSCAPE ARCHITECT:**  
G.K. FLANAGAN ASSOCIATES  
4625 N. 47TH STREET  
PHOENIX, AZ 85018  
PHONE: (602) 910-5100  
E-MAIL: JUSTIN@GKFLANAGAN.COM  
CONTACT: JUSTIN MEYER

**ELECTRICAL ENGINEER:**  
SOLUTIONS AEC  
1414 S. BROADWAY, SUITE 412  
TAMPA, FL 33602  
PHONE: (813) 968-3166  
E-MAIL: JIM@SOLUTIONS-AEC.COM  
CONTACT: JOE KINGDOM, P.E.

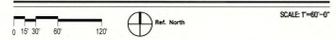


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QUEEN CREEK ROAD

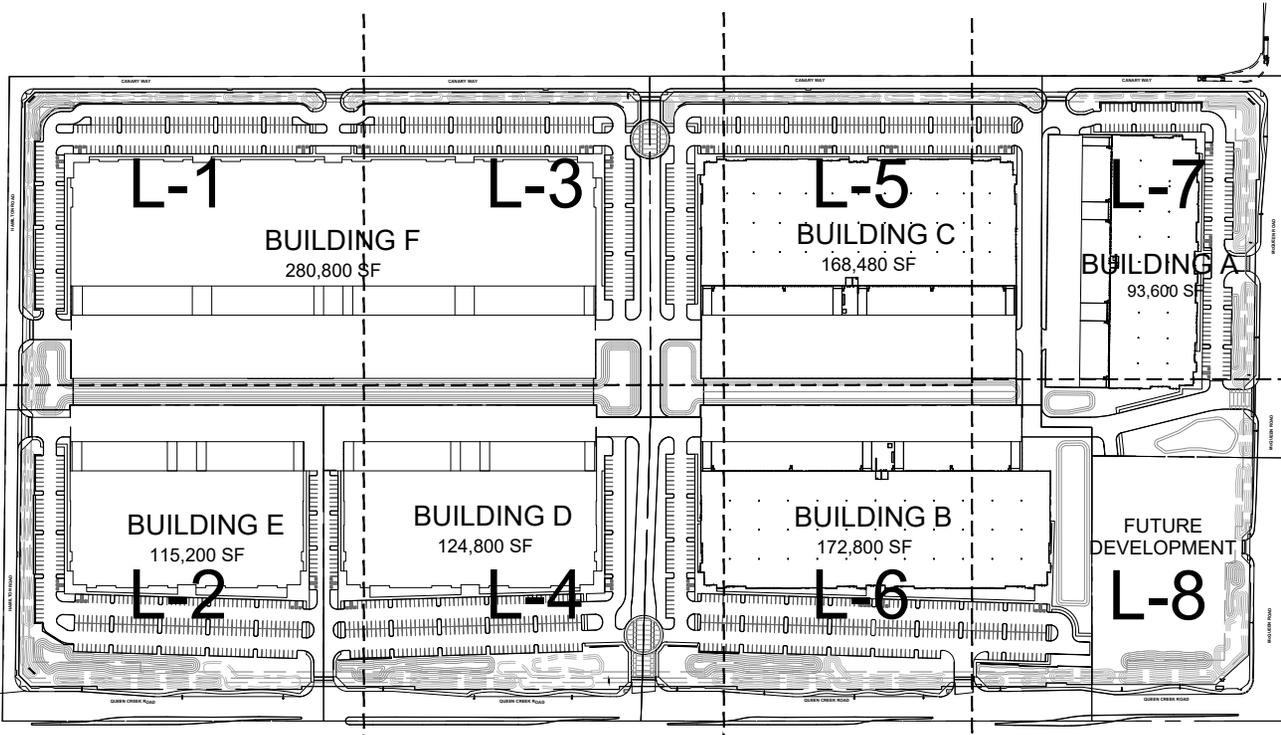
SCHRADER FARMS BUSINESS PARK CHANDLER, ARIZONA



**PROPOSED PLANT PALETTE**

TREES	SIZE/COMMENTS/QTY	SHRUBS	SIZE/COMMENTS/QTY
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT / 10 QTY / DIAMOND CUT / MATCHED	LEUCOPHYLLUM LANGSHANAE RED BRAVO SAGE	5 GAL / 1,325 QTY
CERCIDIUM PRAECOX 'AZT HYBRID' AZT HYBRID PALO BREA	36" BOX / 144 QTY / 2" CAL. / 9' H x 8' W LOW BREAKING / MATCHED	SENA ARTEMISIODIDES FEATHERY CASSIA	5 GAL / 118 QTY
PROSOPIS 'AZT POOLESS HYBRID' AZT POOLESS MESQUITE	24" BOX / 302 QTY / 1" CAL. / 9' H x 7' W LOW BREAKING / MATCHED	LEUCOPHYLLUM ZYGOPHYLLUM CHAMPION SAGE	5 GAL / 761 QTY
PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX / 73 QTY / 1" CAL. / 5' H x 3' W / LOW BREAKING / MATCHED	HESPERALOE PARVELORA RED YUCCA	5 GAL / 331 QTY
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX / 72 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL / 641 QTY
PISTACIA LENTISCUIS MASTIC TREE	24" BOX / 71 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED	OLEA EUROPAEA 'LITTLE OLLIE' LITTLE OLLIE OLIVE	5 GAL / 924 QTY
<b>NOTE:</b> ALL TREES ARE TO COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.		<b>GROUNDCOVER</b>	
		A LANTANA 'NEW GOLD'	1 GAL, 3" O.C. 1,055 QTY
		B ERENOPHILA GLABRA	1 GAL, 4" O.C. 2,765 QTY
		C ROSMARINUS 'HUNTINGTON CARPET'	1 GAL, 3" O.C. 1,560 QTY
		D JUSTICIA CALIFORNICA CHUPAROSA	1 GAL, 4" O.C. 1,867 QTY
		E ACACIA NEOLENS 'DESERT CARPET'	1 GAL, 3" O.C. 1,653 QTY
		F ERICAMERIA LARGIFOLIA 'AGURRE' TURBINTINE	5 GAL, 3" O.C. 1,367 QTY
		G LANTANA MONTEVIDENSIS 'PURPLE' PURPLE LANTANA	1 GAL, 3" O.C. 991 QTY
		H ERENOPHILA CARNOSA WINTER BLAZE ELM	1 GAL, 4" O.C. 1,100 QTY
		GG DECOMPOSED GRANITE GOLD COLOR AS SELECTED	12" MINUS 2" DEPTH
		FG FRACTURED GRANITE BROWN COLOR AS SELECTED	1" x 3" SCREENED 4" DEPTH

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**LANDSCAPE COVER SHEET**

SCALE: NTS  
 Ref. North

**GENERAL NOTES**

1. ALL PLANTING AREAS TO HAVE DECOMPOSED GRANITE, SIZE AND COLOR AS CALLED FOR ON PLANS, 2" THICK, TYP. GRANITE EXPRESS OR EQUAL, APPLIED OVER PRE-EMERGNET, PRE MFG. SPECS, 2 APPLICATIONS MIN.
2. VERIFY ALL CONDITIONS IN FIELD PRIOR TO BIDDING/ INSTALLATION. DISCREPANCIES SHALL BE BROUGHT TO THE LANDSCAPE ARCHITECT'S ATTENTION, IN WRITING.
3. NO PLANT SUBSTITUTION ALLOWS UNLESS APPROVED BY THE LANDSCAPE ARCHITECT.
4. LANDSCAPE ARCHITECT TO APPROVE ALL TREES AND SHRUBS PRIOR TO DELIVERY TO SITE.
5. LANDSCAPE ARCHITECT OR HIS REP RESERVE THE RIGHT TO REFUSE ANY PLANT MATERIAL HE/ SHE DEEMS UNACCEPTABLE.
6. FOR CLARIFICATION OF DISCREPANCIES BETWEEN THE DWGS AND THE SITE, THEY SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING WORK.
7. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO TAKE PRECAUTIONS TO PROTECT ANY EXISTING IMPROVEMENTS.
8. PLANT LIST/ QTY'S PROVIDED FOR CONTRACTOR'S CONVENIENCE ONLY. PLANS TAKE PRECEDENCE.
9. FINISHED GRADE BELOW ALL PLANTERS SHALL BE 1 1/2" BELOW ADJACENT HEADER, PAVING, CURBING, ETC.
10. GROUND COVER AND/ OR DG SHALL EXTEND UNDER SHRUBS UNLESS NOTED.
11. ALL EARTHWORK IS TO BE DONE SO THAT ALL WATER DRAINS AWAY FROM ALL STRUCTURES.
12. ALL UNDERGROUND CONDUITS/ PIPES/ UTILITIES ARE TO BE LOCATED PRIOR TO DIGGING.
13. ALL MATERIAL TO BE GUARANTEED PER WARRANTY.
14. CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED SLEEVING WHETHER IT IS SHOWN ON THE PLANS OR NOT.
15. ALL TREES ARE TO COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.

**CITY OF CHANDLER NOTES**

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.
2. NO OBSTRUCTIONS TO VIEW SHALL BE ERRECTED, CONSTRUCTED OR PARKED WITHIN THE SIGHT VISIBILITY AREA. ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT OF 6' ABOVE CURB ELEVATION. ALL SHRUBS IN THIS AREA MAY NOT REACH A MATURE HEIGHT OVER 24".
3. ALL PLANT MATERIALS ARE GUARANTEED FOR A MINIMUM PERIOD OF SIXTY (60) DAYS FROM THE DATE OF FINAL APPROVAL BY THE CITY. ANY PLANT MATERIALS, WHICH ARE NOT APPROVED BY THE CITY PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR IN WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 20 OF THE FOLLOWING CALENDAR YEAR.
4. TREES, SHRUBS, VINES, GROUND COVER AND TURF THAT HAVE TO BE REPLACED UNDER TERMS OF THE GUARANTEE SHALL BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM THE DATE OF REPLACEMENT.
5. ALL PLANT MATERIALS SHALL BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLAN.
6. PARKING LOT TREES MUST HAVE A MINIMUM CLEAR CANOPY HEIGHT OF 5'.
7. ALL LANDSCAPE AREAS SHALL BE GRADED SO THAT FINISHED GRADE SURFACES OF ALL NON-LIVING MATERIALS (IE. DECOMPOSED GRANITE, CRUSHED ROCK, MULCH, ETC.) ARE ONE AND ONE HALF (1 1/2) INCHES BELOW CONCRETE OR OTHER PAVED SURFACES.
8. TREES MUST BE PLANTED A MINIMUM OF 5' FROM SIDEWALKS AND PUBLIC ACCESS WAYS. SHRUBS MUST BE AT MATURITY, 3' FROM ALL SIDES OF A FIRE HYDRANT, FIV, OR FDC.
9. ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR IN COMPLIANCE WITH THE ZONING CODE.
10. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED AND OR CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT. PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR A PROJECT.
11. ALL TRANSFORMER BOXES, METER PANELS, ELECTRICAL EQUIPMENT, BACKFLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE OR REQUIRED TO BE SCREENED BY LANDSCAPING OR WALLS, SHALL BE PAINTED TO MATCH THE BUILDING COLOR.
12. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTALS AND PERMITS.

**PROPOSED PLANT PALETTE**

TREES	SIZE/COMMENTS/QTY
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT / 10 QTY / DIAMOND CUT / MATCHED
CERCIDILUM PRAECOX 'AZT HYBRID' AZT HYBRID PALO BREA	36" BOX / 144 QTY / 2" CAL. / 9' H x 6' W / LOW BREAKING / MATCHED
PROSOPIS 'AZT PODLESS HYBRID' AZT PODLESS MESQUITE	24" BOX / 302 QTY / 1" CAL. / 9' H x 7' W / LOW BREAKING / MATCHED
PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX / 73 QTY / 1" CAL. / 5' H x 3' W / LOW BREAKING / MATCHED
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX / 72 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED
PISTACIA LENTISCUUS MASTIC TREE	24" BOX / 71 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED

NOTE:  
 ALL TREES ARE TO COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.

**SHRUBS**

LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL / 1,325 QTY
SENNA ARTEMISIOIDES FEATHERY CASSIA	5 GAL / 118 QTY
LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON SAGE	5 GAL / 761 QTY
HESPERALOE PARVIFLORA RED YUCCA	5 GAL / 331 QTY
RUPELLIA PENINSULARIS BAJA RUELLIA	5 GAL / 641 QTY
OLEA EUROPAEA 'LITTLE' OLLIE' LITTLE OLLIE OLIVE	5 GAL / 924 QTY

**GROUND COVER**

LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL, 3' O.C. 1,105 QTY
EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL, 4' O.C. 2,765 QTY
ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL, 3' O.C. 1,566 QTY
JUSTICIA CALIFORNICA CHIPARROSA	1 GAL, 4' O.C. 1,867 QTY
ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL, 5' O.C. 1,653 QTY
ERICACERIA LARICIFOLIA 'AGUIRRE' TURPENTINE	5 GAL, 5' O.C. 1,367 QTY
LANTANA MONTEVIDENSIS 'PURPLE' PURPLE LANTANA	1 GAL, 3' O.C. 991 QTY
EREMOPHILA CARNOSA WINTER BLAZE EMU	1 GAL, 4' O.C. 1,100 QTY
DG DECOMPOSED GRANITE GOLD COLOR AS SELECTED	1/2" MINUS 2" DEPTH
FRACTURED GRANITE BROWN COLOR AS SELECTED	1"-3" SCREENED 4" DEPTH

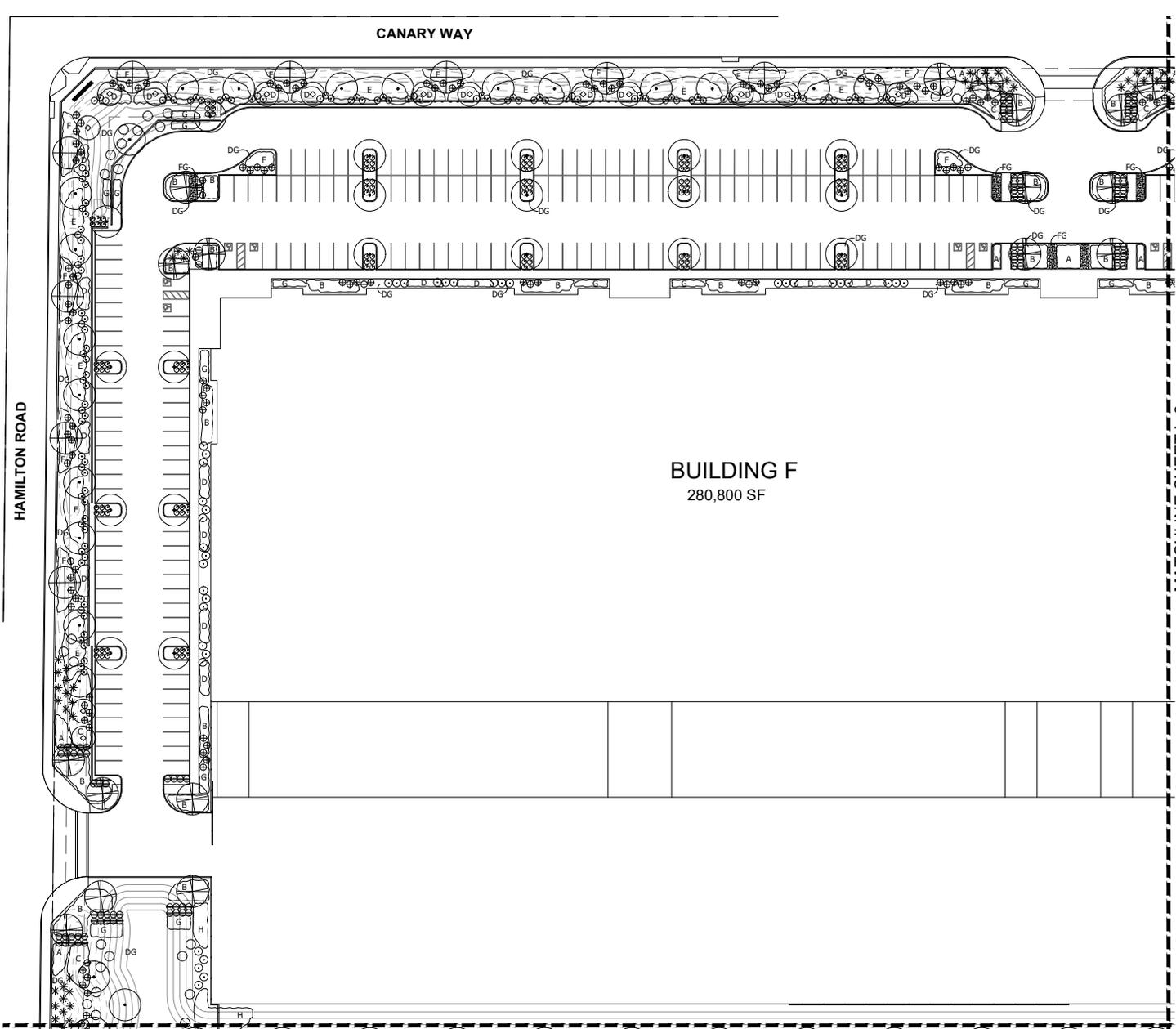


**SCHRADER FARMS BUSINESS PARK**  
 NVIC McQUEEN AND QUEEN CREEK ROAD  
 CHANDLER, ARIZONA

**G.K. FLANAGAN ASSOCIATES, INC.**  
 LANDSCAPE ARCHITECTS  
 4838 N. 44TH STREET PHOENIX, AZ 85018  
 602.912.8888



revised: \_\_\_\_\_  
 date: **06.10.2021**  
 content: **PLANTING PLAN**  
 sheet no.: **L-0**



CANARY WAY

HAMILTON ROAD

**BUILDING F**  
280,800 SF

MATCHLINE SHEET L-2

MATCHLINE SHEET L-3

**PROPOSED PLANT PALETTE**

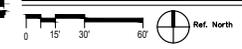
TREES	SIZE/COMMENTS/QTY
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT / 10 QTY/ DIAMOND CUT / MATCHED
CERCIDILUM PRAECOX 'AZT HYBRID' AZT HYBRID PALO BREA	36" BOX / 144 QTY / 2" CAL. / 9' H x 6' W LOW BREAKING / MATCHED
PROSOPIS 'AZT PODLESS HYBRID' AZT PODLESS MESQUITE	24" BOX / 302 QTY / 1" CAL. / 5' H x 7' W LOW BREAKING / MATCHED
PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX / 73 QTY / 1" CAL. / 5' H x 3' W / LOW BREAKING / MATCHED
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX / 72 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED
PISTACIA LENTISCUS MASTIC TREE	24" BOX / 71 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED

NOTE:  
ALL TREES ARE TO COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.

SHRUBS	SIZE/COMMENTS/QTY
LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL / 1,325 QTY
SENNA ARTEMISOIDES FEATHERY CASSIA	5 GAL / 118 QTY
LEUCOPHYLLUM ZYGOPHYLLUM CHARRON SAGE	5 GAL / 761 QTY
HESPERALOE PARVIFLORA RED YUCCA	5 GAL / 331 QTY
RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL / 641 QTY
OLEA EUROPAEA 'LITTLE' OLLIE' LITTLE OLLIE OLIVE	5 GAL / 924 QTY

GROUNDCOVER	SIZE/COMMENTS/QTY
A LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL, 3" O.C. 1,105 QTY
B EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL, 4" O.C. 2,765 QTY
C ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL, 3" O.C. 1,566 QTY
D JUSTICIA CALIFORNICA CHUPAROSA	1 GAL, 4" O.C. 1,867 QTY
E ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL, 5" O.C. 1,653 QTY
F ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE	5 GAL, 5" O.C. 1,367 QTY
G LANTANA MONTEVIDENSIS 'PURPLE' PURPLE LANTANA	1 GAL, 3" O.C. 991 QTY
H EREMOPHILA CARNOSA WINTER BLAZE EMU	1 GAL, 4" O.C. 1,100 QTY
DG DECOMPOSED GRANITE GOLD COLOR AS SELECTED	1/2" MINUS 2" DEPTH
FRACTURED GRANITE BROWN COLOR AS SELECTED	1"-3" SCREENED 4" DEPTH

**PLANTING PLAN**



SCALE 1"=60'-0"



**SCHRADER FARMS BUSINESS PARK**  
NW 1/4 QUEEN AND QUEEN CREEK ROAD  
CHANDLER, ARIZONA

**G.K. FLANAGAN ASSOCIATES, INC.**  
LANDSCAPE ARCHITECTS  
4838 N. 44TH STREET PHOENIX, AZ 85018  
PH: 602.912.8888 FAX: 602.912.8889



revision	date
	06.10.2021
	PLANTING PLAN
sheet no.	L-1

MATCHLINE SHEET L-1

HAMILTON ROAD

BUILDING E  
115,200 SF

QUEEN CREEK ROAD

MATCHLINE SHEET L-4

PROPOSED PLANT PALETTE

TREES	SIZE/COMMENTS/QT
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT / 10 QTY / DIAMOND CUT / MATCHED
CERCIDILUM PRAECOX 'AZT HYBRID' AZT HYBRID PALO BREA	36" BOX / 144 QTY / 2" CAL. / 9' H x 6' W LOW BREAKING / MATCHED
PROSOPIS 'AZT PODLESS HYBRID' AZT PODLESS MESQUITE	24" BOX / 302 QTY / 1" CAL. / 9' H x 7' W LOW BREAKING / MATCHED
PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX / 73 QTY / 1" CAL. / 5' H x 3' W / LOW BREAKING / MATCHED
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX / 72 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED
PISTACIA LENTISCUS MASTIC TREE	24" BOX / 71 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED

NOTE:  
ALL TREES ARE TO COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.

SHRUBS	SIZE/COMMENTS/QT
LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL / 1,325 QTY
SEMINA ARTEMISIOIDES FEATHERY CASSIA	5 GAL / 118 QTY
LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON SAGE	5 GAL / 761 QTY
HESPERALOE PARVIFLORA RED YUCCA	5 GAL / 331 QTY
RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL / 641 QTY
OLEA EUROPAEA 'LITTLE' OLLIE' LITTLE OLLIE OLIVE	5 GAL / 924 QTY

GROUNDCOVER	SIZE/COMMENTS/QT
A LANTANA 'NEW GOLD'	1 GAL, 3" O.C. 1,105 QTY
B TRAILING YELLOW LANTANA	1 GAL, 4" O.C. 2,765 QTY
C EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL, 3" O.C. 1,566 QTY
D ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL, 4" O.C. 1,867 QTY
E JUSTICIA CALIFORNICA CHUPAROSA	1 GAL, 5" O.C. 1,653 QTY
F ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	5 GAL, 5" O.C. 1,367 QTY
G ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE	1 GAL, 3" O.C. 991 QTY
H LANTANA MONTEVIDENSIS 'PURPLE' PURPLE LANTANA	1 GAL, 4" O.C. 1,100 QTY
DG DECOMPOSED GRANITE GOLD COLOR AS SELECTED	1/2" MINUS 2" DEPTH
FRACTURED GRANITE BROWN COLOR AS SELECTED	1"-3" SCREENED 4" DEPTH

PLANTING PLAN



SCALE 1"=60'-0"



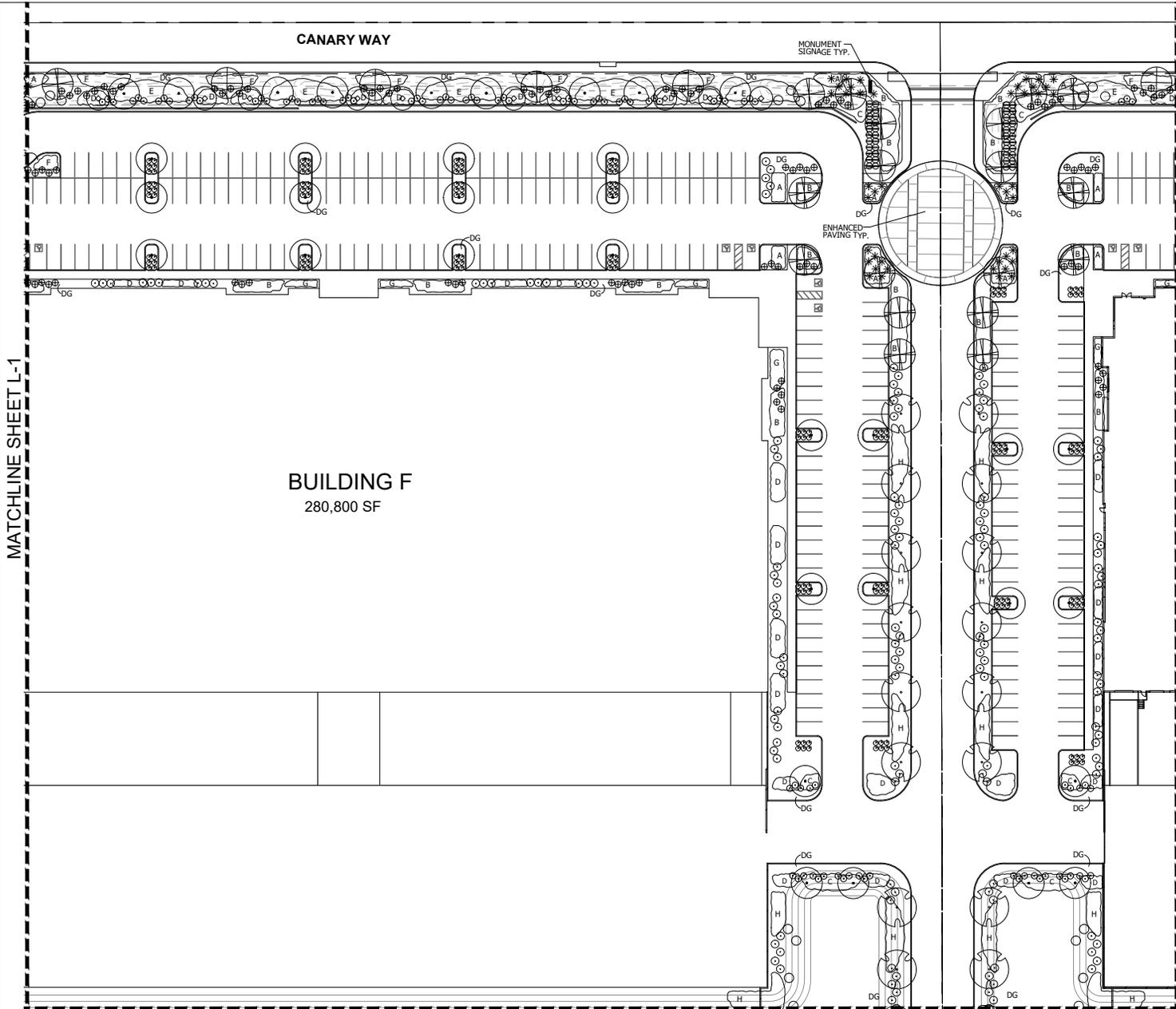
SCHRADER FARMS BUSINESS PARK  
NW 1/4 McQUEEN AND QUEEN CREEK ROAD  
CHANDLER, ARIZONA

**G.K. FLANAGAN ASSOCIATES, INC.**  
LANDSCAPE ARCHITECTS  
4838 N. 44TH STREET PHOENIX, AZ 85018  
PH: 602.992.8888 FAX: 602.992.8889



revision:	
date:	06.10.2021
content:	PLANTING PLAN
sheet no.:	L-2

MATCHLINE SHEET L-1



**BUILDING F**  
280,800 SF

CANARY WAY

MONUMENT SIGNAGE TYP.

ENHANCED PAVING TYP.

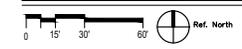
MATCHLINE SHEET L-4

**PROPOSED PLANT PALETTE**

TREES	SIZE/COMMENTS/QTY
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT / 10 QTY / DIAMOND CUT / MATCHED
CERCIDIUM PRAECOX 'AZT HYBRID' AZT HYBRID PALO BREA	36" BOX / 144 QTY / 2" CAL. / 9' H x 6' W LOW BREAKING / MATCHED
PROSOPIS 'AZT PODLESS HYBRID' AZT PODLESS MESQUITE	24" BOX / 302 QTY / 1" CAL. / 9' H x 7' W LOW BREAKING / MATCHED
PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX / 73 QTY / 1" CAL. / 5' H x 3' W / LOW BREAKING / MATCHED
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX / 72 QTY / 1" CAL. / 7 H x 3' W / LOW BREAKING / MATCHED
PISTACIA LENTISCLUS MASTIC TREE	24" BOX / 71 QTY / 1" CAL. / 7 H x 3' W / LOW BREAKING / MATCHED
NOTE: ALL TREES ARE TO COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.	
<b>SHRUBS</b>	
LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL / 1,325 QTY
SENNA ARTEMISIOIDES FEATHERY CASSIA	5 GAL / 118 QTY
LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON SAGE	5 GAL / 761 QTY
HESPERALOE PARVIFLORA RED YUCCA	5 GAL / 331 QTY
RUPELLIA PENINSULARIS BAJA RUELLIA	5 GAL / 641 QTY
OLEA EUROPAEA 'LITTLE' OLLIE' LITTLE OLLIE OLIVE	5 GAL / 924 QTY
<b>GROUNDCOVER</b>	
A LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL, 3" O.C. 1,105 QTY
B EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL, 4" O.C. 2,765 QTY
C ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL, 3" O.C. 1,566 QTY
D JUSTICIA CALIFORNICA CHIPAROSA	1 GAL, 4" O.C. 1,867 QTY
E ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL, 5" O.C. 1,653 QTY
F ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE	5 GAL, 5" O.C. 1,367 QTY
G LANTANA MONTEVIDENSIS 'PURPLE' PURPLE LANTANA	1 GAL, 3" O.C. 991 QTY
H EREMOPHILA CARNOSA WINTER BLAZE EMU	1 GAL, 4" O.C. 1,100 QTY
DG DECOMPOSED GRANITE GOLD COLOR AS SELECTED	1/2" MINUS 2" DEPTH
FRACTURED GRANITE BROWN COLOR AS SELECTED	1"-3" SCREENED 4" DEPTH

MATCHLINE SHEET L-5

**PLANTING PLAN**



SCALE 1"=60'-0"



**SCHRADER FARMS BUSINESS PARK**  
NVC MCQUEEN AND QUEEN CREEK ROAD  
CHANDLER, ARIZONA

**G.K. FLANAGAN ASSOCIATES, INC.**  
LANDSCAPE ARCHITECTS  
4828 N. 44TH STREET PHOENIX, AZ 85018  
PH : 602.922.8888  
FX : 602.922.8889



revision:

date: 06.10.2021

content: PLANTING PLAN

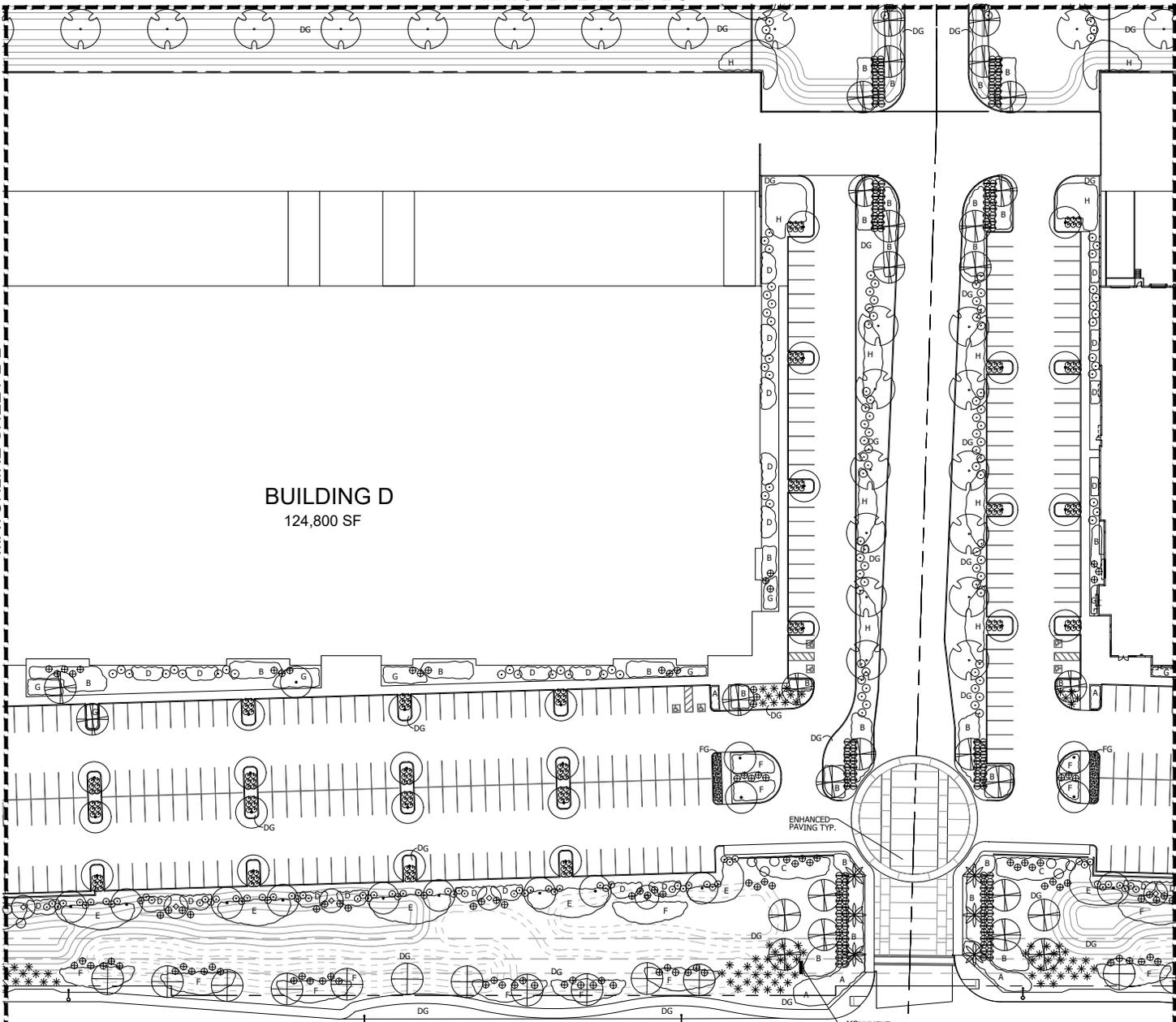
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MATCHLINE SHEET L-3

MATCHLINE SHEET L-2

**BUILDING D**  
124,800 SF

QUEEN CREEK ROAD



**PROPOSED PLANT PALETTE**

TREES	SIZE/COMMENTS/QTY
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT / 10 QTY / DIAMOND CUT / MATCHED
CERCIDIUM PRAECOX 'AZT HYBRID' AZT HYBRID PALO BREA	36" BOX / 144 QTY / 2" CAL. / 9' H x 6' W LOW BREAKING / MATCHED
PROSOPIS 'AZT PODLESS HYBRID' AZT PODLESS MESQUITE	24" BOX / 302 QTY / 1" CAL. / 9' H x 7' W LOW BREAKING / MATCHED
PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX / 73 QTY / 1" CAL. / 5' H x 3' W LOW BREAKING / MATCHED
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX / 72 QTY / 1" CAL. / 7' H x 3' W LOW BREAKING / MATCHED
PISTACIA LENTISCUUS MASTIC TREE	24" BOX / 71 QTY / 1" CAL. / 7' H x 3' W LOW BREAKING / MATCHED

NOTE:  
ALL TREES ARE TO COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.

SHRUBS	SIZE/COMMENTS/QTY
LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL / 1,325 QTY
SENNA ARTEMISIOIDES FEATHERY CASSIA	5 GAL / 118 QTY
LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON SAGE	5 GAL / 761 QTY
HESPERALOE PARVIFLORA RED YUCCA	5 GAL / 331 QTY
RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL / 641 QTY
OLEA EUROPAEA 'LITTLE OLLIE' LITTLE OLLIE OLIVE	5 GAL / 924 QTY

GROUNDCOVER	SIZE/COMMENTS/QTY
LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL, 3" O.C. 1,105 QTY
EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL, 4" O.C. 2,765 QTY
ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL, 3" O.C. 1,566 QTY
JUSTICIA CALIFORNICA CHUPAROSA	1 GAL, 4" O.C. 1,867 QTY
ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL, 5" O.C. 1,653 QTY
ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE	5 GAL, 5" O.C. 1,367 QTY
LANTANA MONTEVIDENSIS 'PURPLE' PURPLE LANTANA	1 GAL, 3" O.C. 991 QTY
EREMOPHILA CARNOSEA WINTER BLAZE EMU	1 GAL, 4" O.C. 1,100 QTY
DG DECOMPOSED GRANITE GOLD COLOR AS SELECTED	1/2" MINUS 2" DEPTH
FG FRACTURED GRANITE BROWN COLOR AS SELECTED	1"-3" SCREENED 4" DEPTH

MATCHLINE SHEET L-6

**PLANTING PLAN**

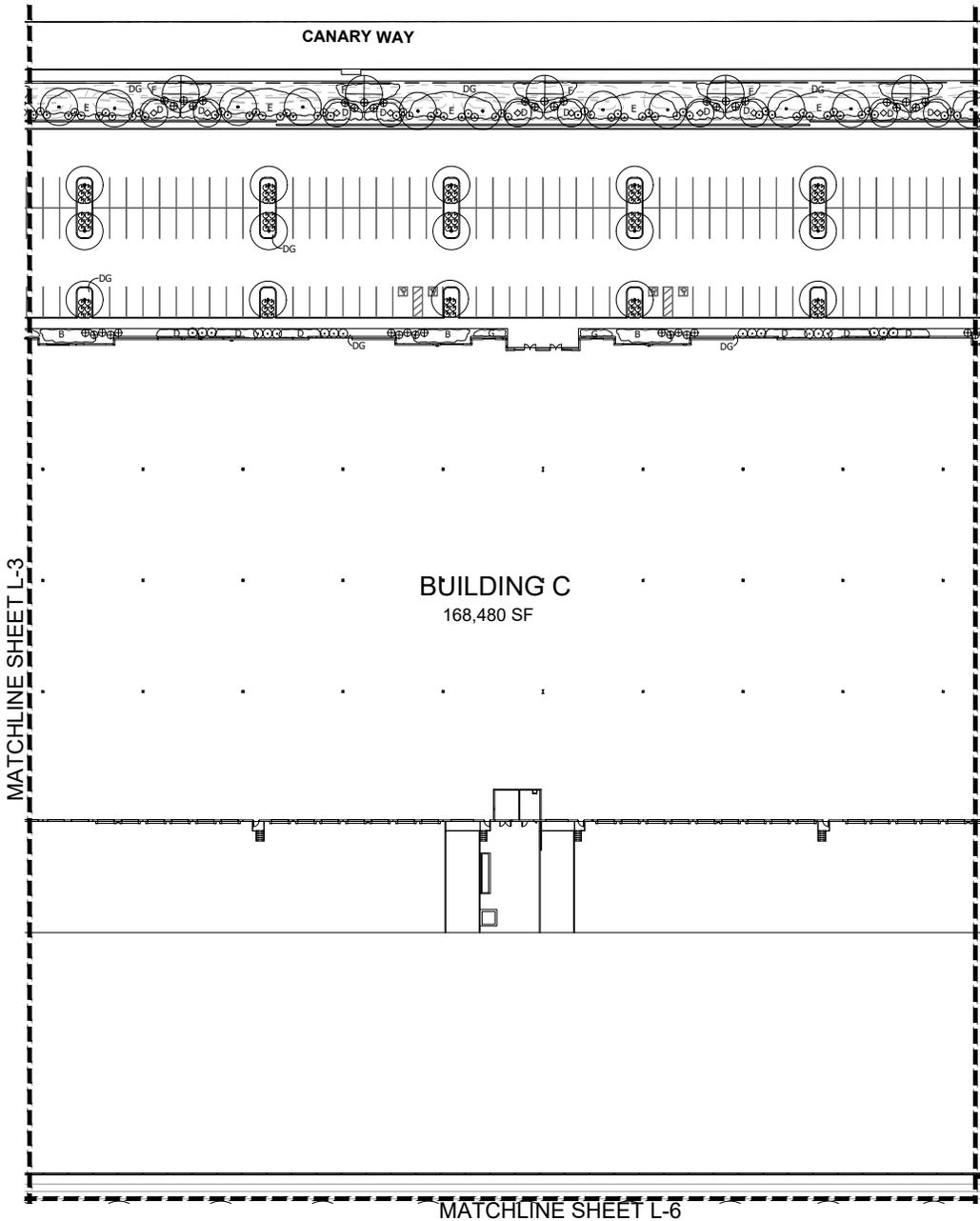


**SCHRADER FARMS BUSINESS PARK**  
NWIC MCGUIRE AND QUEEN CREEK ROAD  
CHANDLER, ARIZONA

**G.K. FLANAGAN ASSOCIATES, INC.**  
LANDSCAPE ARCHITECTURE  
4828 N. 44TH STREET PHOENIX, AZ 85018  
602.912.1881  
602.912.1885



revision: \_\_\_\_\_  
date: 06.10.2021  
content: PLANTING PLAN  
sheet no. L-4



**PROPOSED PLANT PALETTE**

TREES	SIZE/COMMENTS/QTY
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT / 10 QTY / DIAMOND CUT / MATCHED
CERCIDIUM PRAECOX 'AZT HYBRID' AZT HYBRID PALO BREA	36" BOX / 144 QTY / 2" CAL. / 9' H x 6' W LOW BREAKING / MATCHED
PROSOPIS 'AZT PODLESS HYBRID' AZT PODLESS MESQUITE	24" BOX / 302 QTY / 1" CAL. / 9' H x 7' W LOW BREAKING / MATCHED
PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX / 73 QTY / 1" CAL. / 5' H x 3' W / LOW BREAKING / MATCHED
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SHRUBS	SIZE/COMMENTS/QTY
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HESPERALOE PARVIFLORA RED YUCCA	5 GAL / 331 QTY
RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL / 641 QTY
OLEA EUROPAEA 'LITTLE OLLIE' LITTLE OLLIE OLIVE	5 GAL / 924 QTY

GROUNDCOVER	SIZE/COMMENTS/QTY
A LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL, 3" O.C. 1,105 QTY
B EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL, 4" O.C. 2,765 QTY
C ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL, 3" O.C. 1,566 QTY
D JUSTICIA CALIFORNICA CHUPAROSA	1 GAL, 4" O.C. 1,867 QTY
E ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL, 3" O.C. 1,653 QTY
F ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE	5 GAL, 5" O.C. 1,367 QTY
G LANTANA MONTEVIDENSIS 'PURPLE' PURPLE LANTANA	1 GAL, 3" O.C. 991 QTY
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DG DECOMPOSED GRANITE GOLD COLOR AS SELECTED	1/2" MINUS 2" DEPTH
FRACTURED GRANITE BROWN COLOR AS SELECTED	1"-3" SCREENED 4" DEPTH

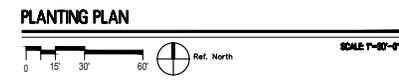


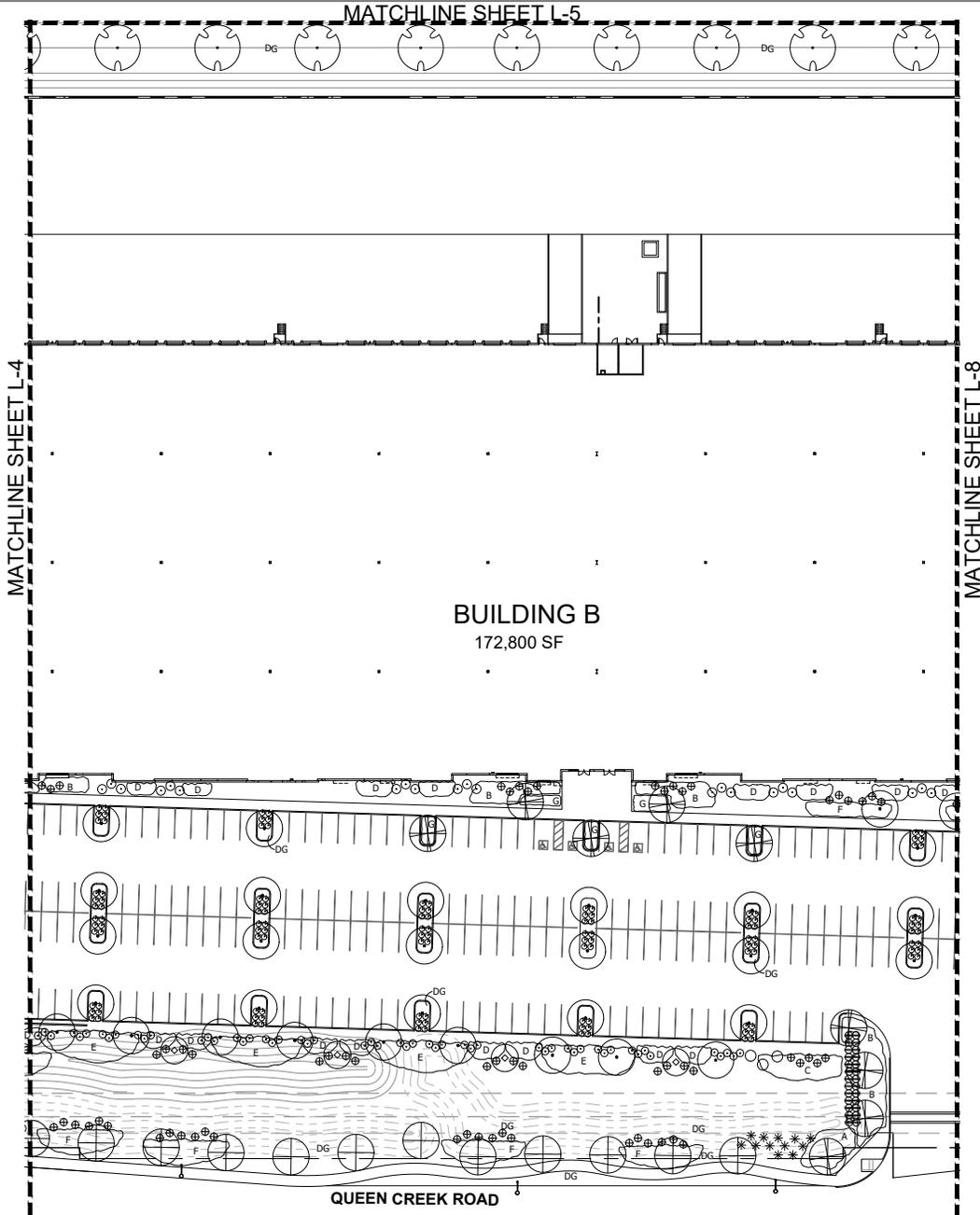
**SCHRADER FARMS BUSINESS PARK**  
 NVIC McQUEEN AND QUEEN CREEK ROAD  
 CHANDLER, ARIZONA

**G.K. FLANAGAN ASSOCIATES, INC.**  
 LANDSCAPE ARCHITECTS  
 4838 N. 44TH STREET PHOENIX, AZ 85018  
 602.912.8818



revision:	
date:	06.10.2021
content:	PLANTING PLAN
sheet no.:	L-5





**PROPOSED PLANT PALETTE**

TREES	SIZE/COMMENTS/QTY
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT / 10 QTY / DIAMOND CUT / MATCHED
CERCIDIUM PRAECOX 'AZT HYBRID' AZT HYBRID PALO BREA	36" BOX / 144 QTY / 2" CAL. / 9' H x 6' W LOW BREAKING / MATCHED
PROSOPIS 'AZT PODLESS HYBRID' AZT PODLESS MESQUITE	24" BOX / 302 QTY / 1" CAL. / 9' H x 7' W LOW BREAKING / MATCHED
PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX / 73 QTY / 1" CAL. / 5' H x 3' W / LOW BREAKING / MATCHED
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX / 72 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED
PISTACIA LENTISCUS MASTIC TREE	24" BOX / 71 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED

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SHRUBS	SIZE/COMMENTS/QTY
LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL / 1,325 QTY
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RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL / 641 QTY
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GROUNDCOVER	SIZE/COMMENTS/QTY
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ROSMARINUS 'HUNTINGTON EMU' TRAILING ROSEMARY	1 GAL, 3" O.C. 1,566 QTY
JUSTITIA CALIFORNICA CHUPAROSA	1 GAL, 4" O.C. 1,867 QTY
ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL, 5" O.C. 1,653 QTY
ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE	5 GAL, 5" O.C. 1,367 QTY
LANTANA MONTEVIDENSIS 'PURPLE' PURPLE LANTANA	1 GAL, 3" O.C. 991 QTY
EREMOPHILA CARNOSA WINTER BLAZE EMU	1 GAL, 4" O.C. 1,100 QTY
DG DECOMPOSED GRANITE GOLD COLOR AS SELECTED	1/2" MINUS 2" DEPTH
FRACTURED GRANITE BROWN COLOR AS SELECTED	1"-3" SCREENED 4" DEPTH

**PLANTING PLAN**



SCALE 1"=60'-0"



**SCHRADER FARMS BUSINESS PARK**  
NWIC McQUEEN AND QUEEN CREEK ROAD  
CHANDLER, ARIZONA

**G.K. FLANAGAN**  
ASSOCIATES, INC.  
LANDSCAPE ARCHITECTURE  
4828 N. 44th STREET PHOENIX, AZ 85018  
PHOENIX 802.812.8888



revision: \_\_\_\_\_  
date: 06.10.2021  
created: PLANTING PLAN  
sheet no. L-6



**SCHRADER FARMS BUSINESS PARK**  
 NW 1/4 McQUEEN AND QUEEN CREEK ROAD  
 CHANDLER, ARIZONA

**G.K. FLANAGAN ASSOCIATES, INC.**  
 LANDSCAPE ARCHITECTURE  
 4828 N. 44TH STREET PHOENIX, AZ 85018  
 602.812.8888



revision: \_\_\_\_\_  
 date: 06.10.2021  
 content: PLANTING PLAN  
 sheet no. L-7

**PROPOSED PLANT PALETTE**

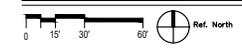
TREES	SIZE/COMMENTS/QTY
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT / 10 QTY / DIAMOND CUT / MATCHED
CERCIDIUM PRAECOX 'AZT HYBRID' AZT HYBRID PALO BREA	36" BOX / 144 QTY / 2" CAL / 9' H x 6' W / LOW BREAKING / MATCHED
PROSOPIS 'AZT PODLESS HYBRID' AZT PODLESS MESQUITE	24" BOX / 302 QTY / 1" CAL / 9' H x 7' W / LOW BREAKING / MATCHED
PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX / 73 QTY / 1" CAL / 5' H x 3' W / LOW BREAKING / MATCHED
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX / 72 QTY / 1" CAL / 7' H x 3' W / LOW BREAKING / MATCHED
PISTACIA LENTISCUS MASTIC TREE	24" BOX / 71 QTY / 1" CAL / 7' H x 3' W / LOW BREAKING / MATCHED

NOTE:  
 ALL TREES ARE TO COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.

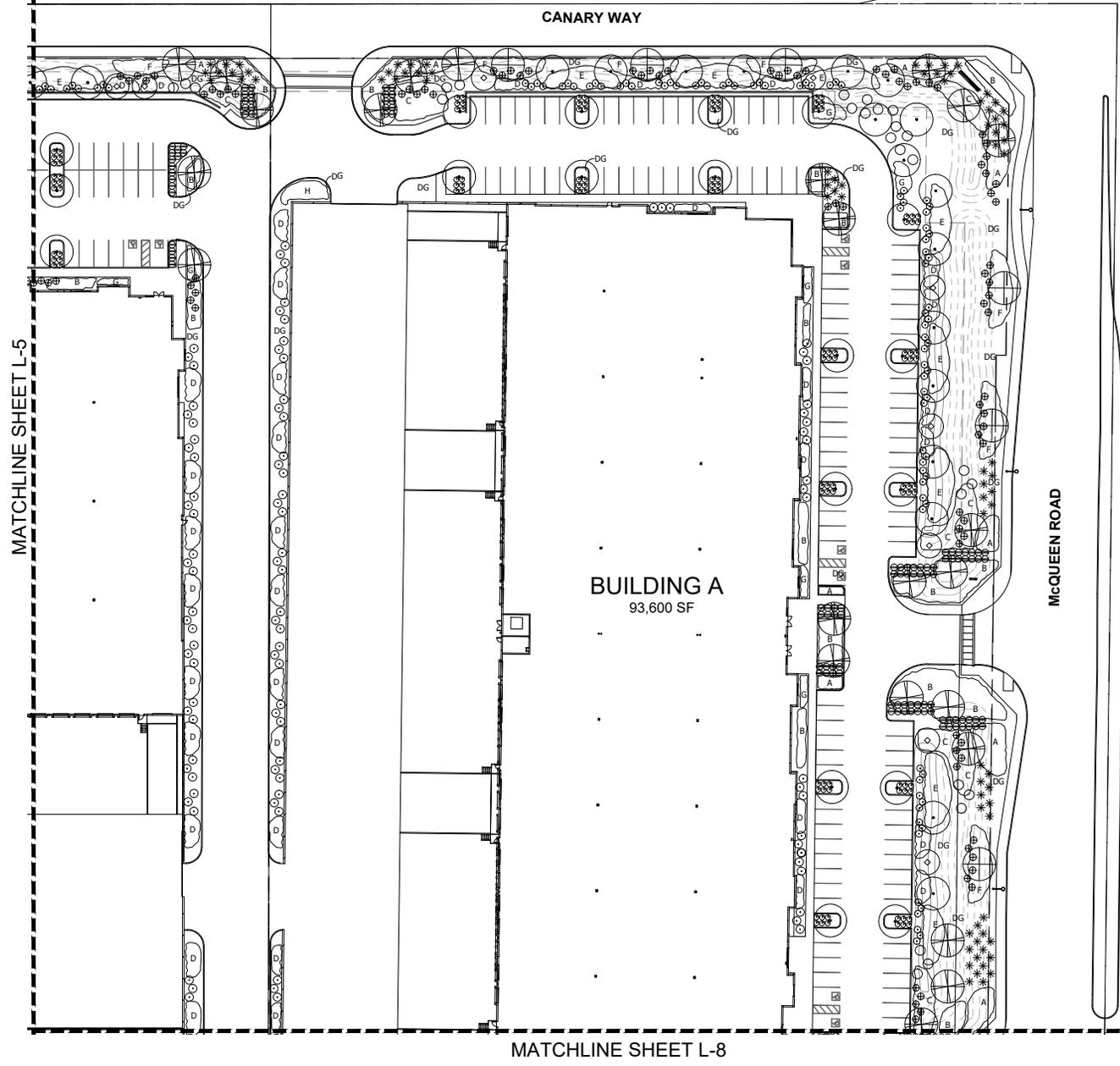
SHRUBS	SIZE/COMMENTS/QTY
LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL / 1,325 QTY
SENNA ARTEMISOIDES FEATHERY CASSIA	5 GAL / 118 QTY
LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON SAGE	5 GAL / 761 QTY
HESPERALOE PARVIFLORA RED YUCCA	5 GAL / 331 QTY
RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL / 641 QTY
OLEA EUROPAEA 'LITTLE' OLLIE' LITTLE OLLIE OLIVE	5 GAL / 924 QTY

GROUNDCOVER	SIZE/COMMENTS/QTY
LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL, 3" O.C. / 1,105 QTY
EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL, 4" O.C. / 2,765 QTY
ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL, 3" O.C. / 1,566 QTY
JUSTICIA CALIFORNICA CHIPAROSA	1 GAL, 4" O.C. / 1,857 QTY
ACACIA REDDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL, 5" O.C. / 1,653 QTY
ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE	5 GAL, 5" O.C. / 1,367 QTY
LANTANA MONTEVIDENSIS 'PURPLE' PURPLE LANTANA	1 GAL, 3" O.C. / 991 QTY
EREMOPHILA CARNOSA WINTER BLAZE EMU	1 GAL, 4" O.C. / 1,100 QTY
DG DECOMPOSED GRANITE	1/2" MINUS / 2" DEPTH
DG FRACTURED GRANITE	GOLD COLOR AS SELECTED / 1"-3" SCREENED / BROWN COLOR AS SELECTED / 4" DEPTH

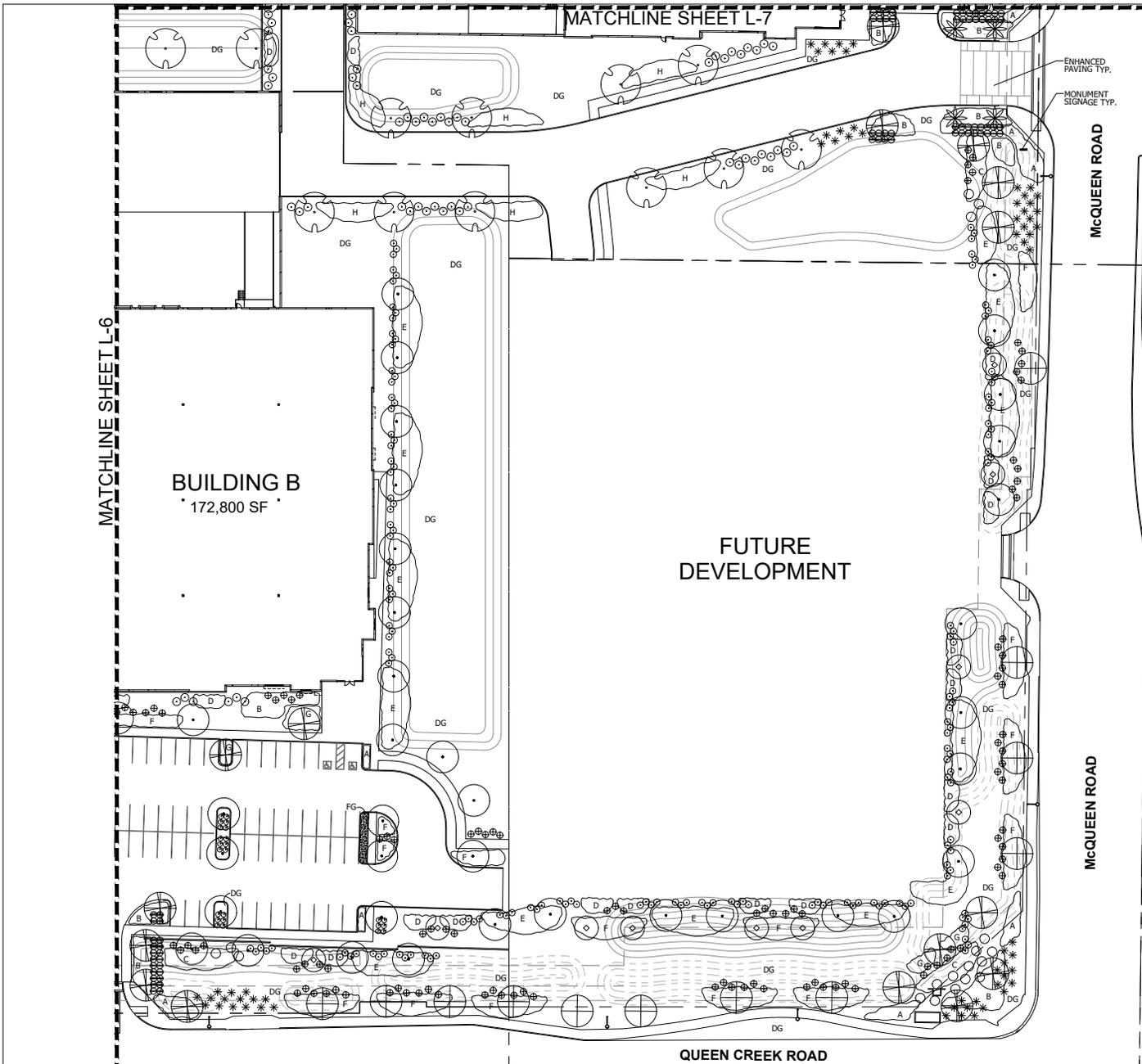
**PLANTING PLAN**



SCALE 1"=60'-0"



MATCHLINE SHEET L-8



**PROPOSED PLANT PALETTE**

TREES	SIZE/COMMENTS/QTY
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT / 10 QTY / DIAMOND CUT / MATCHED
CERCIDILUM PRAECOX 'AZT HYBRID' AZT HYBRID PALO BREA	36" BOX / 144 QTY / 2" CAL. / 9' H x 6' W / LOW BREAKING / MATCHED
PROSOPIS 'AZT PODLESS HYBRID' AZT PODLESS MESQUITE	24" BOX / 302 QTY / 1" CAL. / 9' H x 7' W / LOW BREAKING / MATCHED
PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX / 73 QTY / 1" CAL. / 5' H x 3' W / LOW BREAKING / MATCHED
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX / 72 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED
PISTACIA LENTISCUS MASTIC TREE	24" BOX / 71 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED
NOTE: ALL TREES ARE TO COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.	
<b>SHRUBS</b>	
LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL / 1,325 QTY
SENNA ARTEMISOIDES FEATHERY CASSIA	5 GAL / 118 QTY
LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON SAGE	5 GAL / 761 QTY
HESPERALOE PARVIFLORA RED YUCCA	5 GAL / 331 QTY
RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL / 641 QTY
OLEA EUROPAEA 'LITTLE' OLLIE' LITTLE OLLIE OLIVE	5 GAL / 924 QTY
<b>GROUNDCOVER</b>	
A LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL, 3' O.C. / 1,105 QTY
B EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL, 4' O.C. / 2,765 QTY
C ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL, 3' O.C. / 1,566 QTY
D JUSTICIA CALIFORNICA CHUPAROSA	1 GAL, 4' O.C. / 1,867 QTY
E ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL, 5' O.C. / 1,653 QTY
F ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE	5 GAL, 5' O.C. / 1,367 QTY
G LANTANA MONTEVIDENSIS 'PURPLE' PURPLE LANTANA	1 GAL, 3' O.C. / 991 QTY
H EREMOPHILA CARNOSA WINTER BLAZE EMU	1 GAL, 4' O.C. / 1,100 QTY
DG DECOMPOSED GRANITE GOLD COLOR AS SELECTED	1/2" MINUS / 2" DEPTH
FRACTURED GRANITE BROWN COLOR AS SELECTED	1" - 3" SCREENED / 4" DEPTH

**PLANTING PLAN**



SCALE 1"=60'-0"

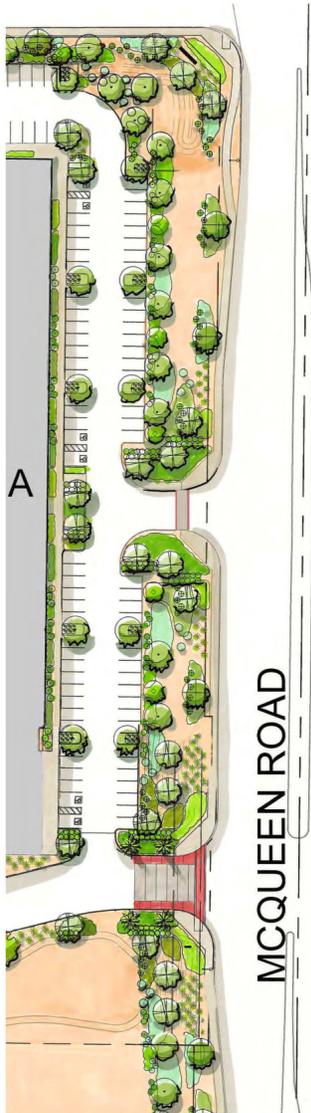


**SCHRADER FARMS BUSINESS PARK**  
 NWC McQUEEN AND QUEEN CREEK ROAD  
 CHANDLER, ARIZONA

**G.K. FLANAGAN ASSOCIATES, INC.**  
 LANDSCAPE ARCHITECTURE  
 4828 N. 44TH STREET PHOENIX, AZ 85018  
 602 . 922 . 8818  
 602 . 922 . 8818



date: **06.10.2021**  
 content: **PLANTING PLAN**  
 sheet no.: **L-8**



MCQUEEN ROAD

McQUEEN ROAD ENLARGEMENT



QUEEN CREEK ROAD

QUEEN CREEK RD ENTRY ENLARGEMENT



FUTURE DEVELOPMENT

MCQUEEN ROAD

QUEEN CREEK ROAD

QUEEN CREEK RD / McQUEEN RD ENLARGEMENT



PROPOSED PLANT PALETTE

TREES	SIZE/COMMENTS/QTY
PHOENIX DACTYLIFERA DATE PALM	25' HEIGHT / 10 QTY/ DIAMOND CUT / MATCHED
CERCIDIUM PRAECOX 'AZT HYBRID' AZT HYBRID PALO BREA	36" BOX / 144 QTY / 2" CAL. / 9' H x 6' W LOW BREAKING / MATCHED
PROSOPIS 'AZT PODLESS HYBRID' AZT PODLESS MESQUITE	24" BOX / 302 QTY / 1" CAL. / 9' H x 7' W LOW BREAKING / MATCHED
PISTACIA CHINEENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX / 73 QTY / 1" CAL. / 5' H x 3' W / LOW BREAKING / MATCHED
LILYUS PARVIFOLIA EVERGREEN ELM	24" BOX / 72 QTY / 1" CAL. / 7' H x 3' W/ LOW BREAKING / MATCHED
PISTACIA LENTISCUS MASTIC TREE	24" BOX / 71 QTY / 1" CAL. / 7' H x 3' W / LOW BREAKING / MATCHED

NOTE:  
ALL TREES ARE TO COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.

SHRUBS	SIZE/COMMENTS/QTY
LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL / 1,325 QTY
SENNA ARTEMISIOIDES FEATHERY CASSIA	5 GAL / 118 QTY
LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON SAGE	5 GAL / 761 QTY
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RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL / 641 QTY
OLEA EUROPAEA 'LITTLE OLLIE' LITTLE OLLIE OLIVE	5 GAL / 924 QTY

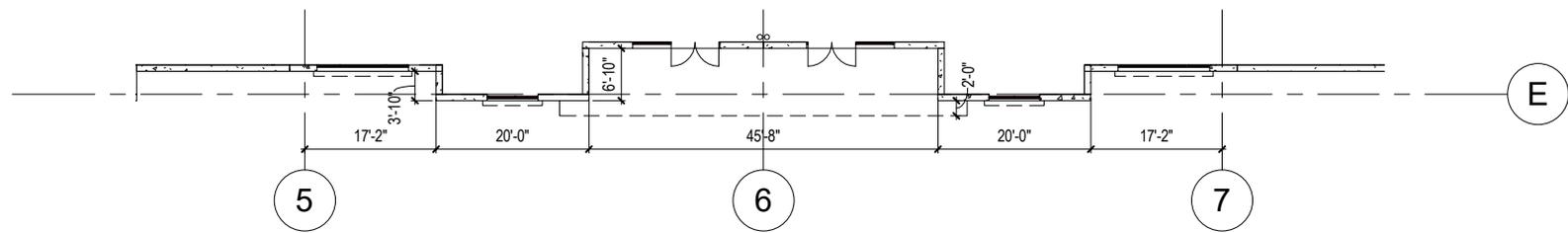
  

GROUNDCOVER	SIZE/COMMENTS/QTY
LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL, 3" O.C. 1,105 QTY
EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL, 4" O.C. 2,765 QTY
ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL, 3" O.C. 1,566 QTY
JUSTICIA CALIFORNICA CHILUPAROSA	1 GAL, 4" O.C. 1,867 QTY
ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL, 5" O.C. 1,653 QTY
ERICAMERA LANCEIFOLIA 'NGUIRRE' TURPENTINE	5 GAL, 5" O.C. 1,367 QTY
LANTANA MONTEVIDENSIS 'PURPLE' PURPLE LANTANA	1 GAL, 3" O.C. 991 QTY
EREMOPHILA CARINOSA WINTER BLAZE EMU	1 GAL, 4" O.C. 1,100 QTY
DG DECOMPOSED GRANITE GOLD COLOR AS SELECTED	1/2" MINUS 2" DEPTH
FG FRACTURED GRANITE BROWN COLOR AS SELECTED	1"-3" SCREENED 4" DEPTH

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT USUALLY LEADS TO MORE DETAILED DRAWINGS. BUT THE INFORMATION CONTAINED IN THESE DRAWINGS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGNS/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.



1 EXTERIOR ELEVATION - BUILDING A CENTER ENTRY  
 SCALE 1/16" = 1'-0"

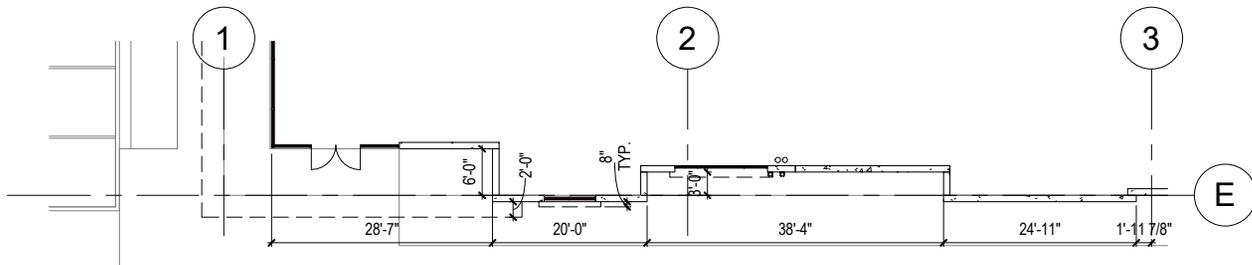
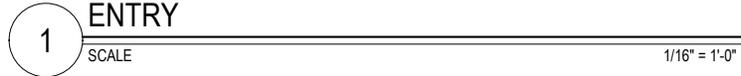


### EXTERIOR MATERIAL LEGEND

<b>A</b>	DUNN EDWARDS PAINT DET649 CARRARA	<b>E</b>	DUNN EDWARDS PAINT DEA156 CHERRY COLA (WITH REVEALS)	<b>J</b>	DUNN EDWARDS PAINT DEA156 CHERRY COLA
<b>B</b>	DUNN EDWARDS PAINT DE6220 POROUS STONE	<b>F</b>	DUNN EDWARDS PAINT DE6220 POROUS STONE (WITH REVEALS)		
<b>C</b>	DUNN EDWARDS PAINT DET620 BARNWOOD GRAY	<b>G</b>	TILE: DALTILE SLIMLITE "DISTRESSED COPPER" TP48(4), 20x59 STACKBOND PATTERN		
<b>D</b>	DUNN EDWARDS PAINT DET620 BARNWOOD GRAY (WITH REVEALS)	<b>H</b>	STOREFRONT SYSTEM: 1" INSULATED GLAZING, PPG SOLARBAN 70 (2) + OPTIGRAY, IN DARK BRONZE ANNOXIDIZED ALUMINUM FRAME		



EXTERIOR ELEVATION - BUILDING A CORNER ENTRY

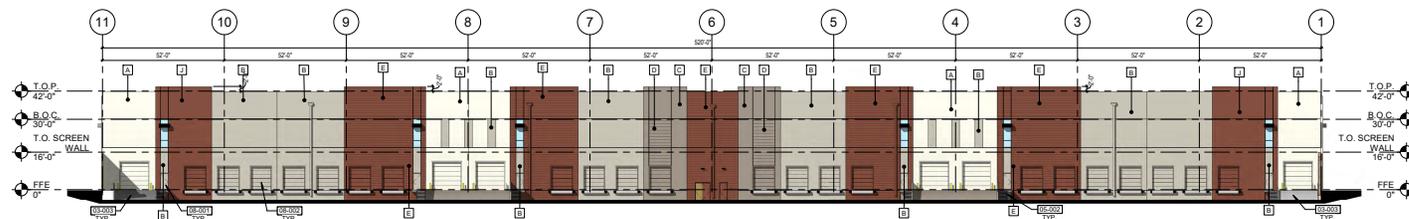


### EXTERIOR MATERIAL LEGEND

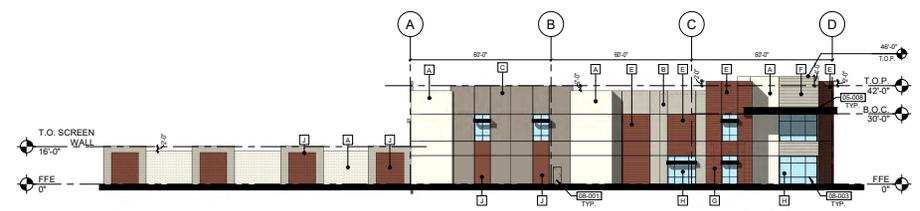
<b>A</b>	DUNN EDWARDS PAINT DET649 CARRARA	<b>E</b>	DUNN EDWARDS PAINT DEA156 CHERRY COLA (WITH REVEALS)	<b>J</b>	DUNN EDWARDS PAINT DEA156 CHERRY COLA
<b>B</b>	DUNN EDWARDS PAINT DE6220 POROUS STONE	<b>F</b>	DUNN EDWARDS PAINT DE6220 POROUS STONE (WITH REVEALS)		
<b>C</b>	DUNN EDWARDS PAINT DET620 BARNWOOD GRAY	<b>G</b>	TILE: DAL TILE SLIMLITE "DISTRESSED COPPER" TP48(4), 20x59 STACKBOND PATTERN		
<b>D</b>	DUNN EDWARDS PAINT DET620 BARNWOOD GRAY (WITH REVEALS)	<b>H</b>	STOREFRONT SYSTEM: 1" INSULATED GLAZING, PPG SOLARBAN 70 (2) + OPTIGRAY, IN DARK BRONZE ANNOXIDIZED ALUMINUM FRAME		



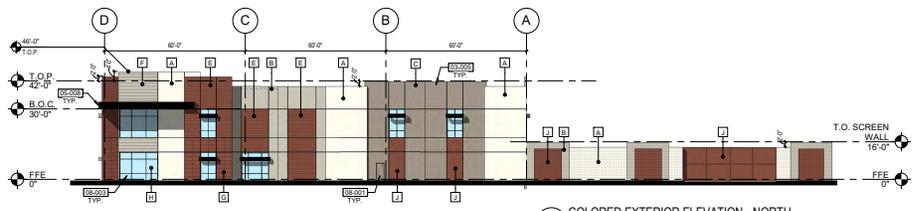
McQUEEN FRONTAGE  
**1** COLORED EXTERIOR ELEVATION - EAST  
 SCALE 3/8" = 1'-0"



**2** COLORED EXTERIOR ELEVATION - WEST  
 SCALE 3/8" = 1'-0"



**3** COLORED EXTERIOR ELEVATION - SOUTH  
 SCALE 3/8" = 1'-0"



**4** COLORED EXTERIOR ELEVATION - NORTH  
 SCALE 3/8" = 1'-0"

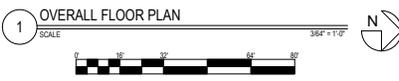
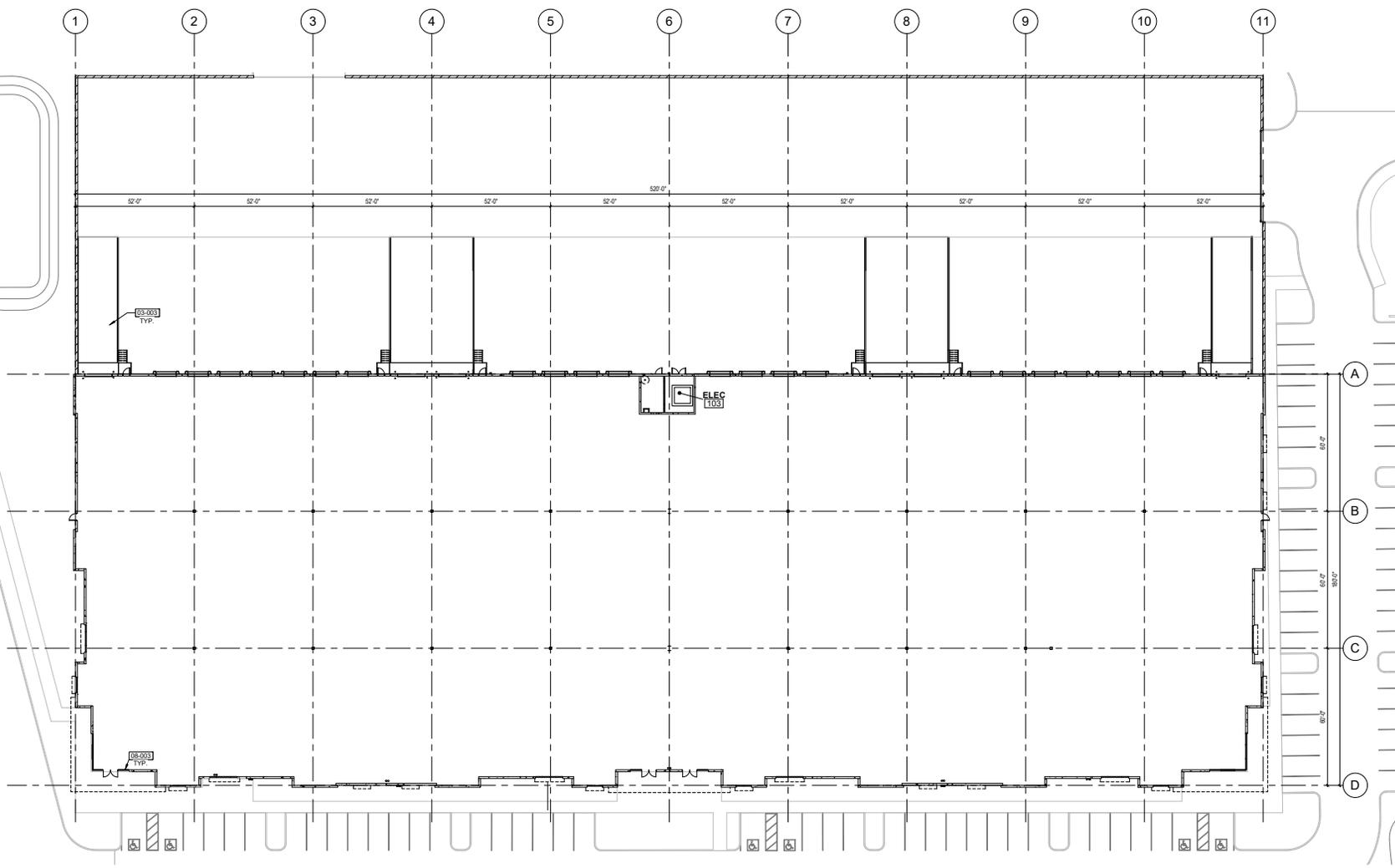
KEYNOTES	
(S-30)	NEW CONCRETE BUILDING ACCESS RAMP. REFER TO STRUCTURAL.
(S-35)	CONCRETE TILT PANELS WITH VERTICAL AND HORIZONTAL REVEALS. PAINTED.
(S-32)	METAL STAIRS AND HANDRAILS. PAINTED.
(S-38)	DECORATIVE METAL CANOPY. PAINTED. REFER TO STRUCTURAL.
(S-20)	POLYURETHANE DOOR AND FRAME. PAINTED.
(S-22)	OVERHEAD SECTIONAL DOOR. PAINTED.
(S-33)	DOUBLE FRAME GLASS STOREFRONT SYSTEM WITH ANODIZED ALUM. FRAME.

EXTERIOR MATERIAL LEGEND		
<b>A</b>	DUNN EDWARDS PAINT DET349 CARBURA	DUNN EDWARDS PAINT S245 CHERRY COLA (WITH REVEALS)
<b>B</b>	DUNN EDWARDS PAINT DET300 POROUS STONE	DUNN EDWARDS PAINT S203 POLARIS STONE (WITH REVEALS)
<b>C</b>	DUNN EDWARDS PAINT DET300 BARNWOOD GRAY	TILE, DALLIE SUMMITTE "NORSESS" COPPER TP48(4) 2x6(3) STACKBOND PATTERN
<b>D</b>	DUNN EDWARDS PAINT DET300 BARNWOOD GRAY (WITH REVEALS)	STOREFRONT SYSTEM: 1" INSULATED GLAZING, IFO SQUAREM TILT UP SYSTEM IN DARK BRONZE ANODIZED ALUMINUM FRAME
<b>E</b>	DUNN EDWARDS PAINT S245 CHERRY COLA (WITH REVEALS)	DUNN EDWARDS PAINT S245 CHERRY COLA (WITH REVEALS)

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT WILL LEAD TO MORE DETAILED DRAWINGS. BUT THE INFORMATION CONTAINED IN THESE DESIGNS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGN/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.

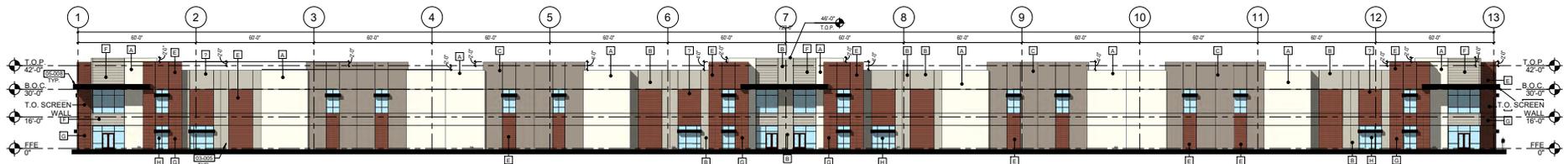
**SCHRADER FARMS BUSINESS PARK - BUILDING A**  
**OVERALL FLOOR PLAN**

**JUTAI**  
 ARCHITECTURE GROUP  
 WWW.2929.COM

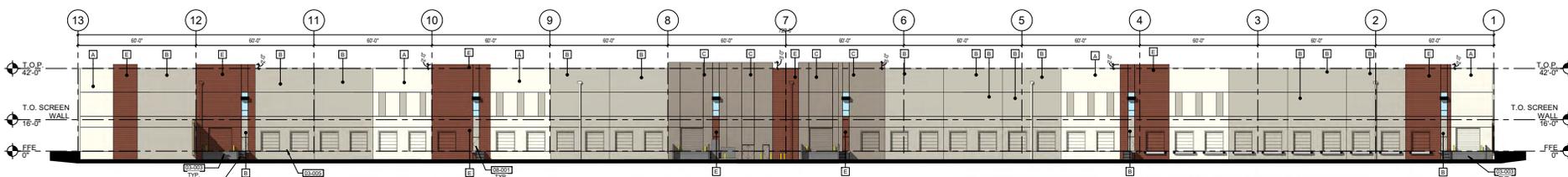


KEYNOTES	
03-003	NEW CONCRETE BUILDING ACCESS RAMP - REFER TO STRUCTURAL
08-003	DOUBLE PINE GLASS STOREFRONT SYSTEM WITH ANODIZED ALUM. FRAME

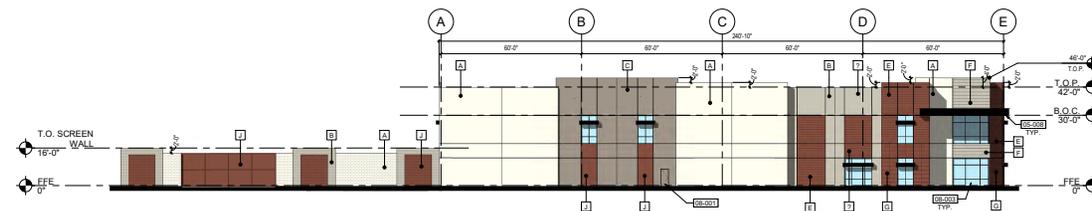
CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT ULTIMATELY LEADS TO MORE DETAILED DRAWINGS, BUT THE INFORMATION DEPICTED IN THESE DESIGNS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGN/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.



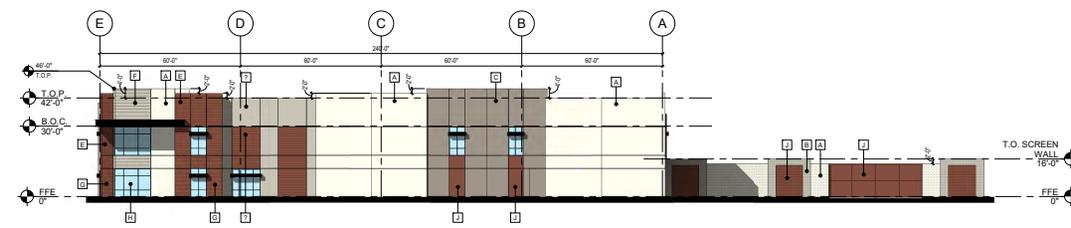
1 EXTERIOR ELEVATION - SOUTH  
SCALE: 3/8" = 1'-0"



2 EXTERIOR ELEVATION - NORTH  
SCALE: 3/8" = 1'-0"



3 EXTERIOR ELEVATION - WEST  
SCALE: 3/8" = 1'-0"



4 EXTERIOR ELEVATION - EAST  
SCALE: 3/8" = 1'-0"

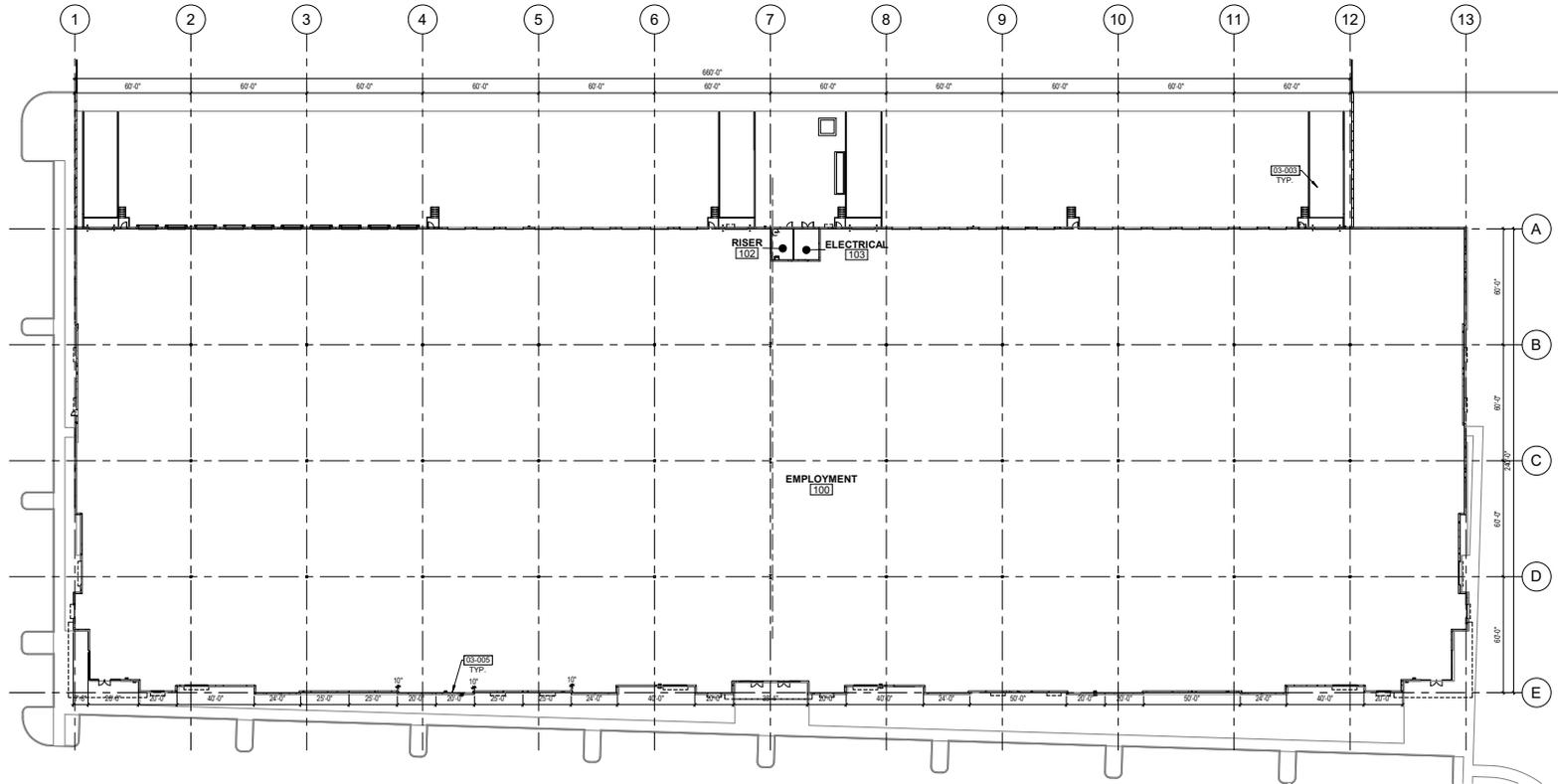
**KEYNOTES**

- (S-00) NEW CONCRETE BUILDING ACCESS RAMP. REFER TO STRUCTURAL
- (S-02) CONCRETE TILT PANELS WITH VERTICAL AND HORIZONTAL REVEALS. PAINTED
- (S-03) METAL STAIRS AND HANDRAILS. PAINTED
- (S-08) DECORATIVE METAL CANOPY. PAINTED. REFER TO STRUCTURAL
- (S-09) YELLOW METAL DOOR AND FRAME. PAINTED
- (S-00) DOUBLE PANE GLASS STOREFRONT SYSTEM WITH ANNOZED ALUM FRAME

**EXTERIOR MATERIAL LEGEND**

(A) DUINN EDWARDS PAINT 62746 WHITE PICKET FENCE	(E) DUINN EDWARDS PAINT 62416 GREASE CHERRY COALA (WITH REVEALS)	(F) DUINN EDWARDS PAINT 62416 GREASE CHERRY COALA
(B) DUINN EDWARDS PAINT 62300 PORTUSO STONE (WITH REVEALS)	(G) DUINN EDWARDS PAINT 62300 PORTUSO STONE (WITH REVEALS)	(H) DUINN EDWARDS PAINT 62300 PORTUSO STONE (WITH REVEALS)
(C) DUINN EDWARDS PAINT 62300 PORTUSO STONE (WITH REVEALS)	(I) FILE WHITE SILUMITE (DISTRESSED COPPER FINISH) DUAL STACK BOND PATTERN	(J) STOREFRONT SYSTEM - 11" INSULATED GLAZING, PPG AZURA/SOLARBAN 75 IN DARK BRONZE ANNOZED ALUMINUM FRAME
(D) DUINN EDWARDS PAINT 62300 PORTUSO STONE (WITH REVEALS)	(K) DUINN EDWARDS PAINT 62300 PORTUSO STONE (WITH REVEALS)	

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT ULTIMATELY LEADS TO MORE DETAILED DRAWINGS, BUT THE INFORMATION DEPICTED IN THESE DESIGNS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGN/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.



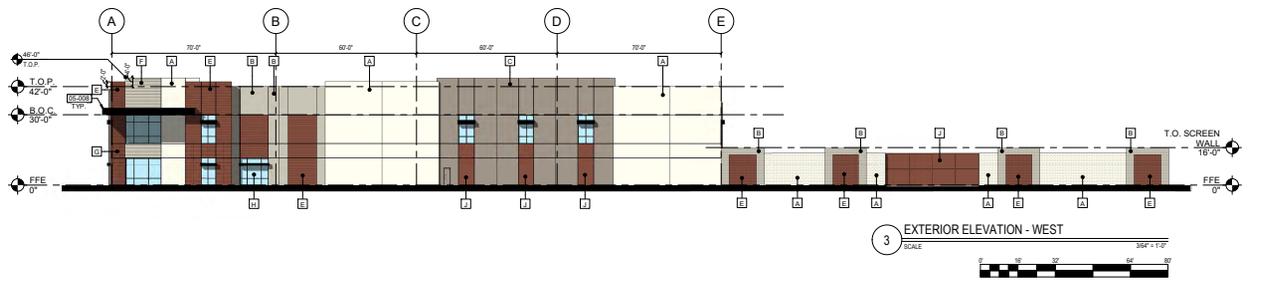
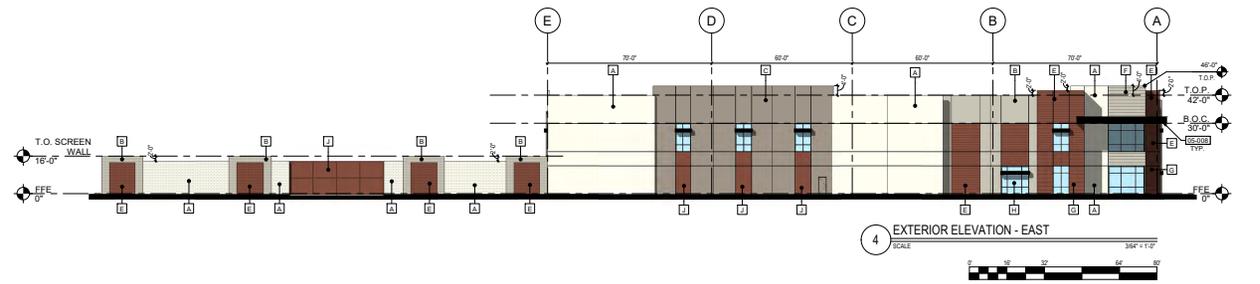
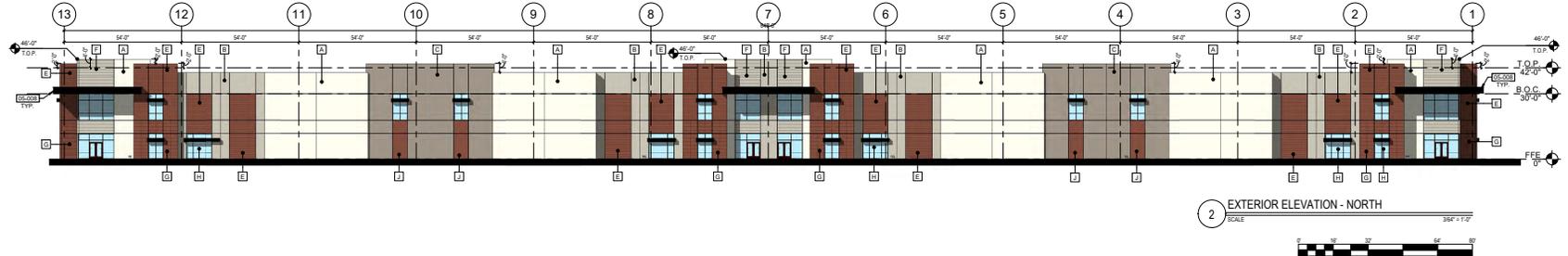
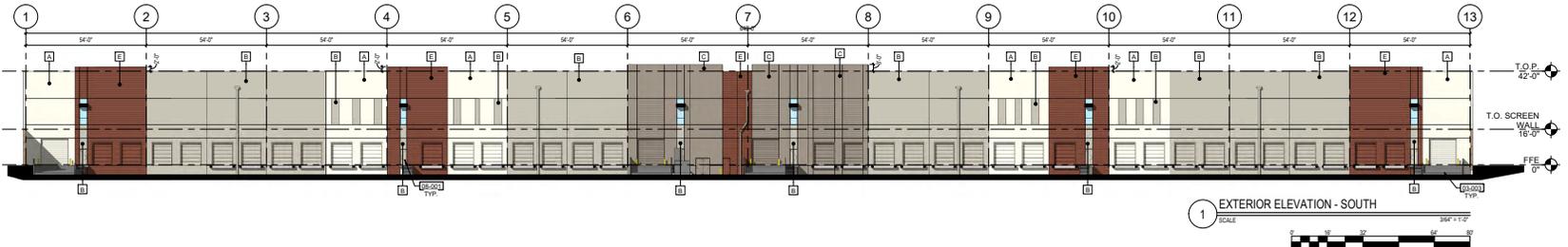
1 OVERALL FLOOR PLAN  
 SCALE 1" = 30'0"



**KEYNOTES**

- 03-003 NEW CONCRETE BUILDING ACCESS RAMP - REFER TO STRUCTURAL
- 03-005 CONCRETE TILT PANEL WITH VERTICAL AND HORIZONTAL REVEALS - PAINTED

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT ULTIMATELY LEADS TO MORE DETAILED DRAWINGS, BUT THE INFORMATION DEPICTED IN THESE DESIGNS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGN/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.



KEYNOTES	
(S-00)	NEW CONCRETE BUILDING ACCESS RAMP. REFER TO STRUCTURAL.
(S-08)	DECORATIVE METAL GANTRY. PAINTED. REFER TO STRUCTURAL.
(S-03)	FOLLOW METAL DOOR AND FRAME. PAINTED.

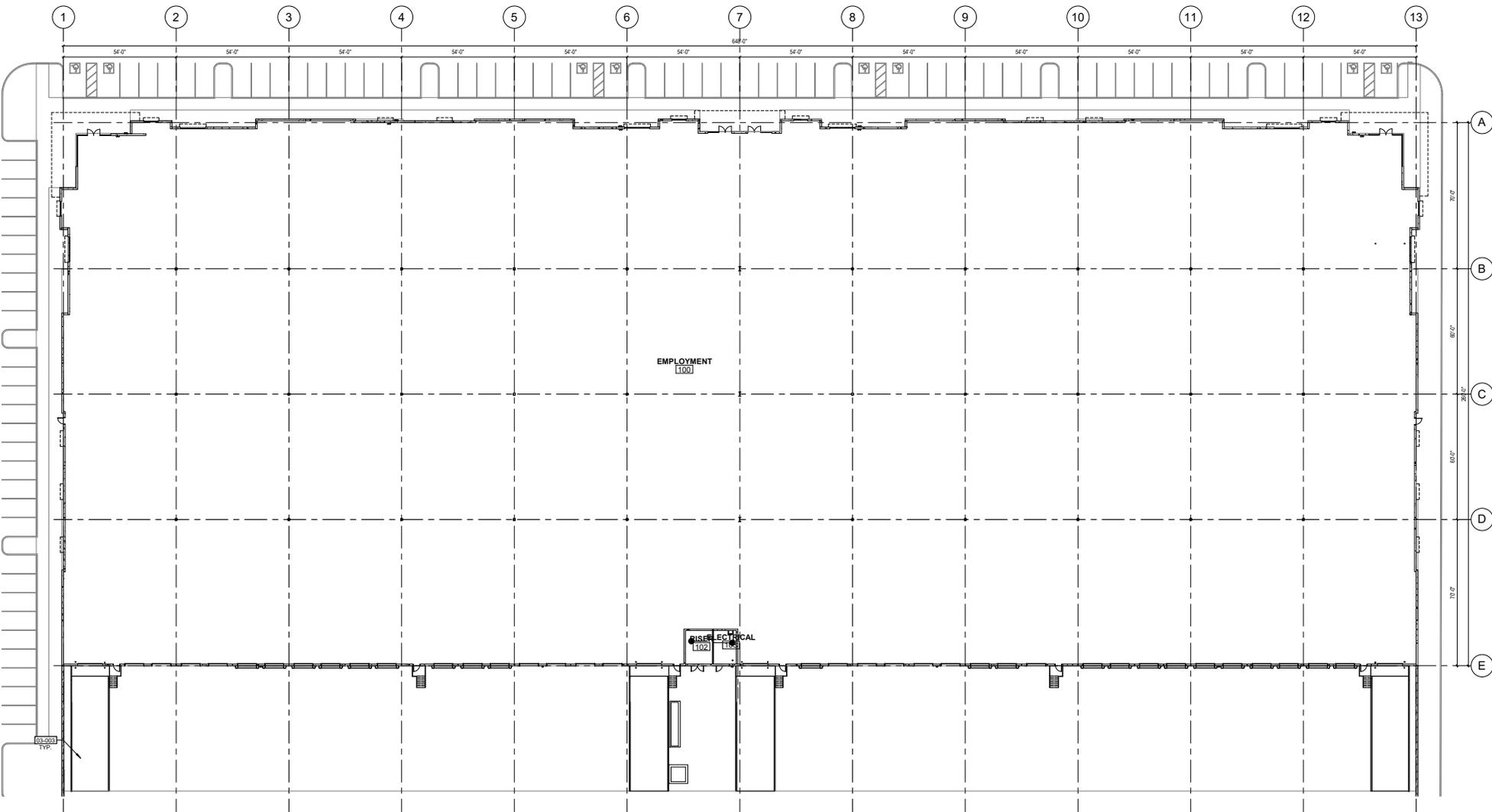
EXTERIOR MATERIAL LEGEND					
(A)	DUNN EDWARDS PAINT DETAR WHITE POCKET FENCE (WITH REVEALS)	(E)	DUNN EDWARDS PAINT DEARS CHERRY COOLA (WITH REVEALS)	(I)	DUNN EDWARDS PAINT DEARS CHERRY COOLA
(B)	DUNN EDWARDS PAINT DESIGN POROUS STONE	(F)	DUNN EDWARDS PAINT DESIGN POROUS STONE (WITH REVEALS)	(J)	DUNN EDWARDS PAINT DETAR BARNWOOD GRAY
(C)	DUNN EDWARDS PAINT DETAR BARNWOOD GRAY	(G)	TILE: SANTA FE SUBMATE TUSSELES COPPER FRAMES, 20x30 ST. JACKSON PATTERNS	(K)	STORAGE/SHOE SYSTEM - 1" INSULATED GLAZING, PPG ADURASOLARBAN 70, IN DARK BRONZE ANNOZZO ALUMINUM FRAME
(D)	DUNN EDWARDS PAINT DETAR BARNWOOD GRAY (WITH REVEALS)	(H)	STORAGE/SHOE SYSTEM - 1" INSULATED GLAZING, PPG ADURASOLARBAN 70, IN DARK BRONZE ANNOZZO ALUMINUM FRAME		

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT ULTIMATELY LEADS TO MORE DETAILED DRAWINGS. BUT THE INFORMATION DEPICTED IN THESE DESIGNS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGN/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.

**SCHRADER FARMS BUSINESS PARK - BUILDING C**  
 OVERALL FLOOR PLAN



1818.0.00  
 04/12/2021  
 WWW.2929.COM



1 OVERALL FLOOR PLAN  
 SCALE 3/64" = 1'-0"

KEYNOTES	
03-003	NEW CONCRETE BUILDING ACCESS RAMP - REFER TO STRUCTURAL

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT ULTIMATELY LEADS TO MORE DETAILED DRAWINGS, BUT THE INFORMATION DEPICTED IN THESE DESIGNS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGNS/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.



DUNN EDWARDS "BLACK" DEA187

DUNN EDWARDS "WHITE PICKET FENCE" DET648

DUNN EDWARDS "POROUS STONE" DE6220

DUNN EDWARDS "BARNWOOD GRAY" DET620

DUNN EDWARDS "CHERRY COLA" DEA156



STOREFRONT SYSTEM: 1" INSULATED GLAZING, PPG SOLARBAN 70 (2) + OPTIGRAY, IN DARK BRONZE ANNOXIDIZED ALUMINUM FRAME



DAVIS CONCRETE - BRICK RED 160

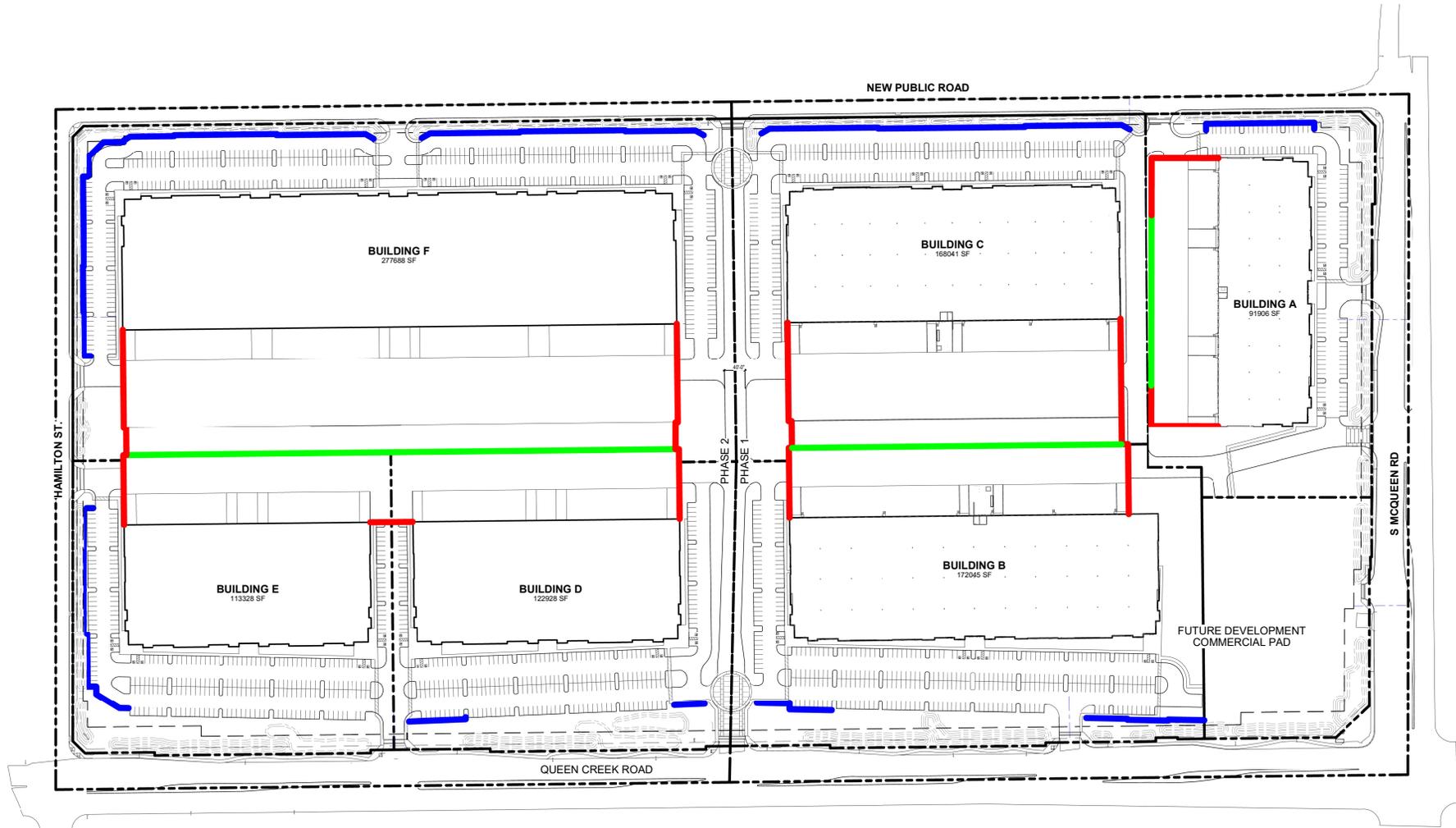


DAVIS CONCRETE - SIERRA 61078



DALTILE SLIMLITE "DISTRESSED COPPER" TP48(4), 20x59 STACKBOND PATTERN

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT ULTIMATELY LEADS TO MORE DETAILED DRAWINGS, BUT THE INFORMATION DEPICTED IN THESE DESIGNS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGNS/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.



1 OVERALL SCREEN WALL SITE PLAN  
 SCALE 1" = 80' 0"  
 19185.00  
 09/10/2021

SCREEN WALL LEGEND	
	PARKING SCREEN WALL - 36" - 42" IN HEIGHT ABOVE PARKING SURFACE
	DOCK SCREEN WALL - 14" MINIMUM ABOVE TRUCK COURT SURFACE
	STEEL SECURITY FENCING - 8" MINIMUM
	PARKING SCREEN BERM CONTOUR LINE - REFER TO CIVIL

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT ULTIMATELY LEADS TO MORE DETAILED DRAWINGS. BUT THE INFORMATION DEPICTED IN THESE DESIGNS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGN/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.





# SCHRADER FARMS BUSINESS PARK

Conceptual  
Comprehensive Sign Plan

January 19, 2021  
May 10, 2021    Rev. 1    Version 2



Prepared By  
1205 NORTH MILLER ROAD  
TEMPE, ARIZONA 85281  
(P) 480-966-6565  
(F) 480-699-5668  
SIGNS@AIRPARKSIGNS.COM

## PROJECT INFORMATION

### PROJECT

Schrader Farms Business Park  
Northwest Corner  
McQueen & Queen Creek Roads

### ZONING

Planned Area Development  
(PAD)

### OWNER

Core5 Industrial Partners  
300 Spectrum Center Drive  
Suite 880  
Irvine, Ca 92618  
(949) 467-3290

### Contact Information

Jon Kelly  
jkelly@CSip.com

### SIGNAGE CONSULTANT

Airpark Signs & Graphics  
1205 N. Miller Rd.  
Tempe, AZ 85281  
480.966.6565

### Contact Information

Gretchen Wilde  
gretchen@airparksigns.com



## PROJECT OVERVIEW

Schrader Farms Business Park is a 70.52 acre development located at the northwest corner of McQueen and Queen Creek Roads. The project consists of a multi-phase business center will consist of approximately eight buildings designed for a wide variety of uses consistent with the Chandler Airpark Area Plan.

The site has been zoned by the City of Chandler as PAD for a master planned development with a wide variety of uses. Phase I of the development consists of three buildings on the eastern parcels of the development. The buildings may consist of single or multi-tenant users, depending upon their lease contract.

## NARRATIVE

Requested is to establish a Comprehensive Sign Plan (CSP) for Schrader Farms Business Park.

Project signs include an entry monument, freestanding monuments with tenant identity, tenant wall signs, and building entry standards. All signage within the proposed CSP has been designed to meet City of Chandler Sign Ordinances. The proposed signage has been designed with the architecture of the development in mind through the use of materials, color and vertical elements that echo the building features and makes use of the same, or similar materials as the buildings to maintain continuity of the project theme.

In addition to meeting standards for 39-9.16.C.2 and C.3, additional standards per 39-9.16.D are met by limiting wall signs to no more than 15% of the building height, not allowing cabinet signs, integrating landscaping with the signs, and limiting freestanding signs to one on Queen Creek Road and one on the as yet to be named new public road.

As new buildings are built they will be regulated by the standards within this document.

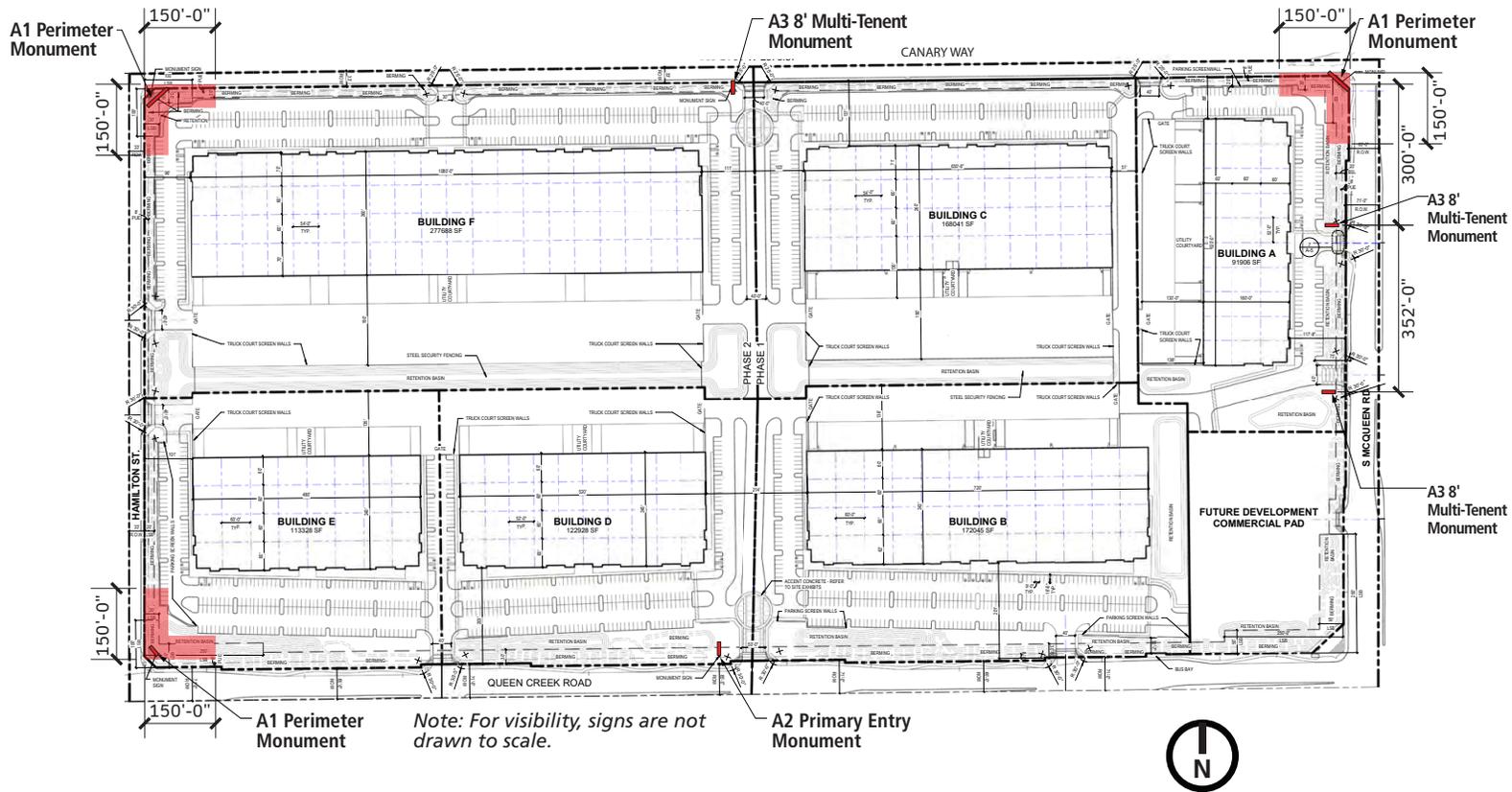
Please refer to the following documentation for further details.

## PROJECT INFORMATION



PROJECT SIGN MATRIX						
Sign Type	Sign Name	Sign Function	Qty	Dimensions	Materials	Notes
A1	Perimeter Monument	Provide Project Identity, Site Address	3	16'-4" x 6'-0" Project Identity 7'-10 1/2" x 2'-11 1/2"	Aluminum, acrylic, LED internal lighting.	
A2	Primary Entry Monument	Provide Project & Tenant Identity	1	7'-6" x 14'-0" Tenant Panels (x5) 6'-0" x 1'-10"	Aluminum, acrylic, LED internal lighting.	
A3	Secondary Entry Monument	Provide Project & Tenant Identity	3	4'-4" x 8'-0" Tenant Panels (x5) 3'-6" x 1'-0"	Aluminum, acrylic, LED internal lighting.	
W1	Building Address	Site Address Numbers	2	2'-0" x 12'-0" (approx)	Aluminum	
W2	Tenant Identities	Beam Mounted Tenant Identity  Wall Mounted Tenant Identity	1 <sup>1</sup>	Varies per tenant entry. Maximum 80% width of steel beam sign is attached to. Maximum height can be no more than 4'-0".  Varies per sign envelope location. Maximum 80% width of space sign is attached to. Maximum height can be no more than 5'-0".	Aluminum, acrylic, vinyl, LED internal & halo illumination.	Wall signs shall NOT be mounted across dissimilar wall materials and/or colors.
Footnotes		1 One sign maximum per facade adjacent to area occupied by Tenant, unless otherwise approved by Planning Administrator.				





**Sign Location Plan**

Scale: 1"=250'

*Note: For visibility, signs are not drawn to scale.*



## PERIMETER MONUMENT

### CRITERIA

All Tenant ID Signs shall be approved by the Landlord & permitted by the City of Chandler.

### FABRICATION

Aluminum structure and cabinets with freestanding & routed, push-thru letters/logos. Text to be white.

### COLORS & FINISHES

All colors to be Matthews Acrylic Polyurethane to match:

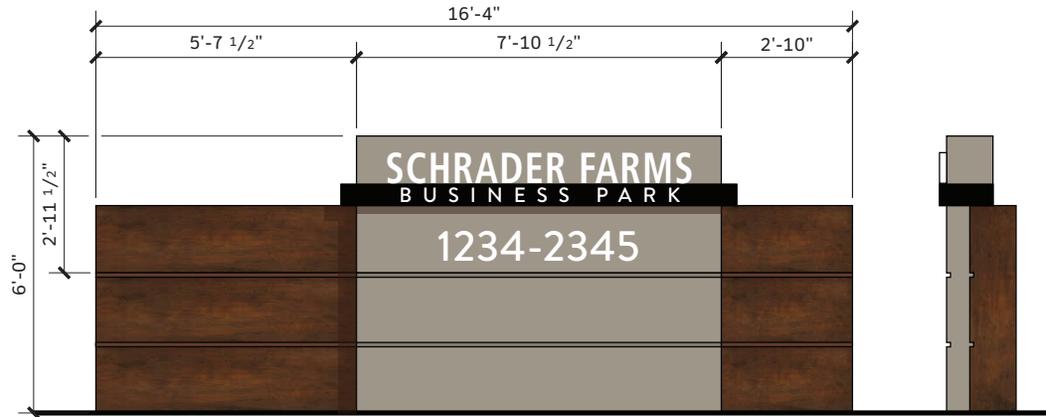
Header Panel:	Black
Primary Cabinet:	Dunn Edwards DET620 Barnwood Gray
Middle Cabinet:	Weathered copper finish over aluminum to emulate DaTile TP-48
Tenant Panels:	Dunn Edwards DE6220 Porous Stone

### ILLUMINATION

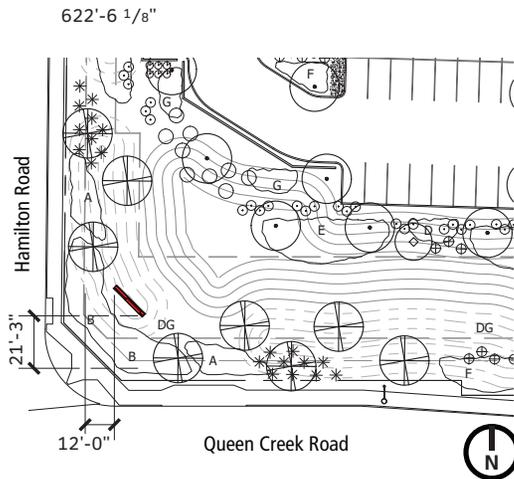
Internal LED illumination.

### LOCATION

Northeast, southeast, and southwest project corners.

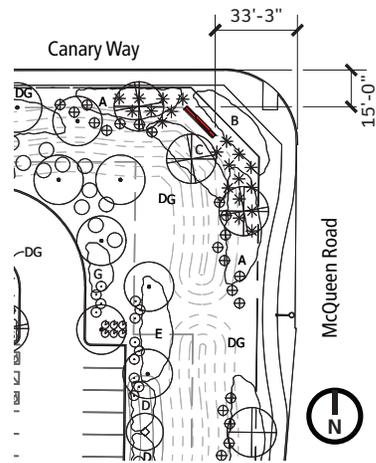


## A1 MONUMENT SIGN DETAILS



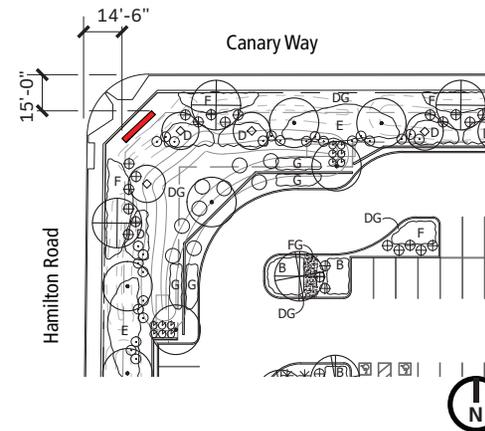
**Perimeter Monument Southwest Location Plan**

Scale: 1"=50'



**Perimeter Monument Northeast Location Plan**

Scale: 1"=50'



**Perimeter Monument Northwest Location Plan**

Scale: 1"=50'



## PRIMARY ENTRY MONUMENT

### CRITERIA

All Tenant ID Signs shall be approved by the Landlord & permitted by the City of Chandler.

### FABRICATION

Aluminum structure and cabinets with freestanding & routed, push-thru letters/logos. Text to be white. Logos may have corporate colors.

### COLORS & FINISHES

All colors to be Matthews Acrylic Polyurethane to match:

Primary Cabinet:	Dunn Edwards DET620 Barnwood Gray
Header Panel:	Black
Middle Cabinet:	Weathered copper finish over aluminum to emulate DaTile TP-48
Tenant Panels:	Dunn Edwards DE6220 Porous Stone

### ILLUMINATION

Internal LED illumination.

### LOCATION

Primary entrance, Queen Creek Road.

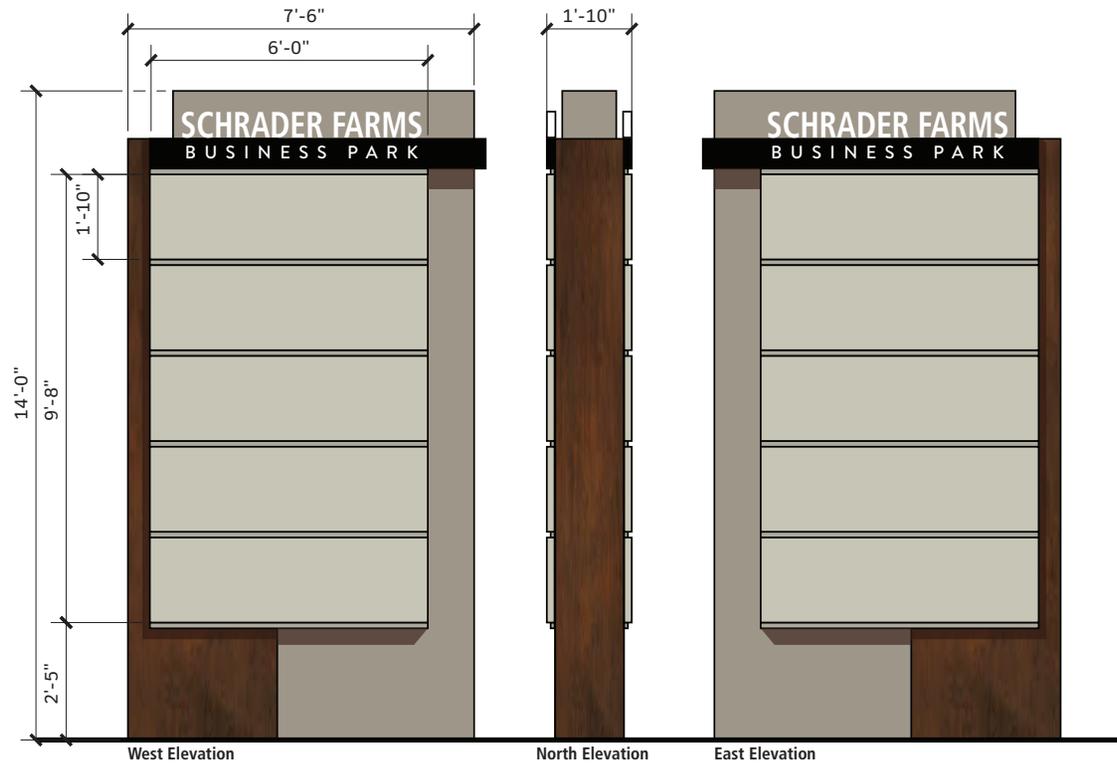
### NOTES

Additional size to fourteen (14) feet, and five (5) tenant panels is requested. Rationales per City Code:

Additional height meets 33-9.16.C.2 by being a center located on the northwest corner of the intersection of Queen Creek and McQueen Roads.

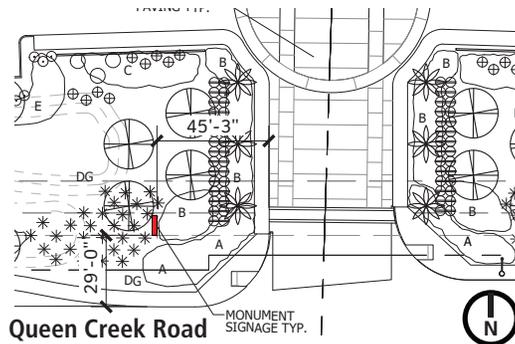
Additional tenant panels meets 33-9.16.C.3a by the multi-layered and multi-colored design, and the use of horizontal reveals that mimic the layers, colors, and reveals of the the building architecture; C.3c by the integration of the landscaping with the monument's locations; C3.d by the use of aluminum to avoid rust, and by using Matthews Acrylic Polyurethane to provide a long-lasting and durable finish; and by C3.e by making all tenant panels the same color to provide a cohesive field, and non-illuminated, with routed letters and logos that will illuminate, which will minimize the amount of light to be transmitted.

Despite having 2533 feet ± of frontage along Queen Creek Road, this will be the only monument sign with tenant panels on that road.



**Primary Entry Monument**

Scale: 3/8"=1'-0"



**Monument Location Plan**

Scale: 1"=50'



## SECONDARY ENTRY MONUMENT

### CRITERIA

All Tenant ID Signs shall be approved by the Landlord & permitted by the City of Chandler.

### FABRICATION

Aluminum structure and cabinets with freestanding & routed, push-thru letters/logos. Text to be white. Logos may have corporate colors.

### COLORS & FINISHES

All colors to be Matthews Acrylic Polyurethane to match:

Header Panel:	Black
Primary Cabinet:	Dunn Edwards DET620 Barnwood Gray
Middle Cabinet:	Weathered copper finish over aluminum to emulate DaTile TP-48
Tenant Panels:	Dunn Edwards DE6220 Porous Stone

### ILLUMINATION

Internal LED illumination.

### LOCATIONS

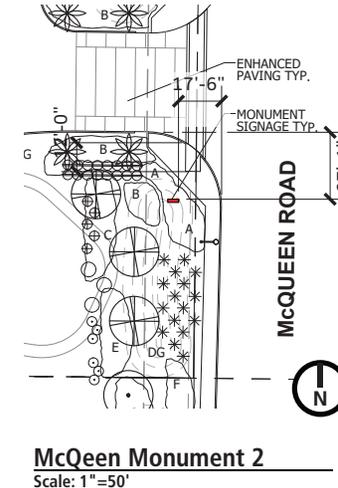
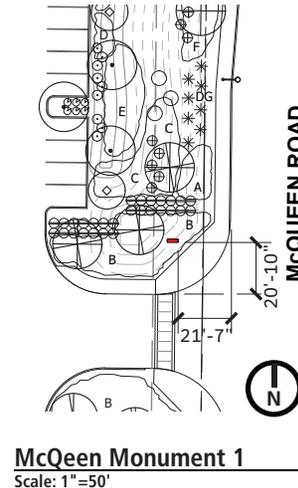
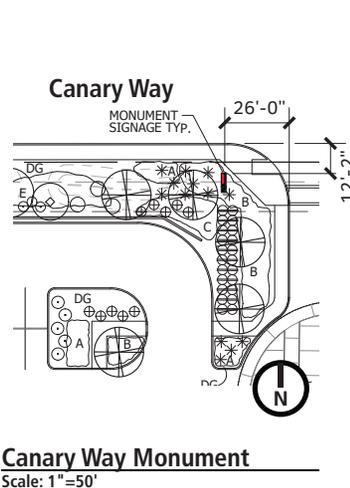
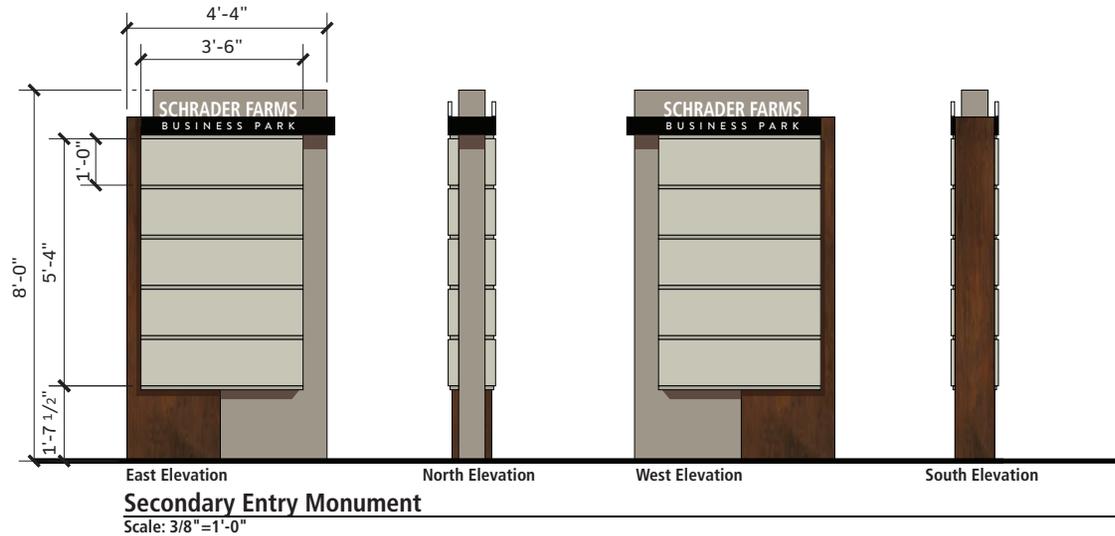
McQueen Road (2 signs), Canary Way (1 sign)

### NOTES

Additional size to eight (8) feet , and five (5) tenant panels is requested. Rationales per City Code:

The additional height and tenant panels request meets 33-9.16.C.3a by the multi-layered and multi-colored design, and the use of horizontal reveals that mimic the layers, colors, and reveals of the the building architecture; C.3c by the integration of the landscaping with the monument's locations; C3.d by the use of aluminum to avoid rust, and by using Matthews Acrylic Polyurethane to provide a long-lasting and durable finish; and by C3.e by making all tenant panels the same color to provide a cohesive field, and non-illuminated, with routed letters and logos that will illuminate, which will minimize the amount of light to be transmitted.

Despite having 2544 feet ± of frontage along Canary Way, this will be the only monument sign with tenant panels on that road.



**REVERSE PAN CHANNEL BUILDING ADDRESS  
EXTERNALLY ILLUMINATED**

**CRITERIA**

All Tenant ID Signs shall be approved by the Landlord & permitted by the City of Chandler.

**FABRICATION**

Pan-channel letters/logos shall be constructed of metal faces and 3" returns. Signs must be mounted flush to fascia with appropriate anchors.

**COLORS & FINISHES**

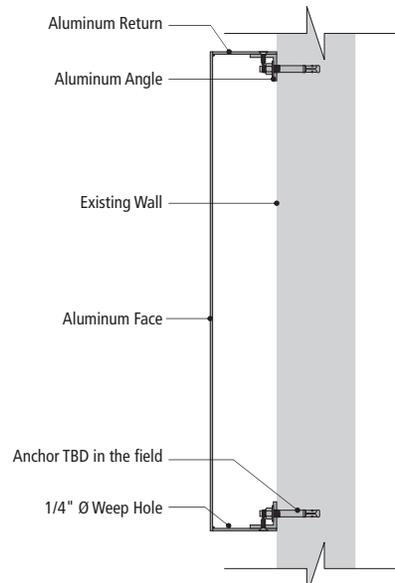
Painted to provide contrast and visibility from wall finishes.

**ILLUMINATION**

External illumination only.

**LOCATION**

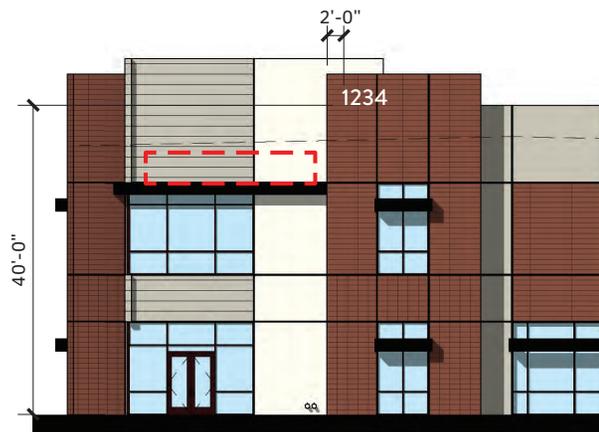
Opposite ends of buildings



This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. All signs fabricated as per 2008 N.E.C. standards.

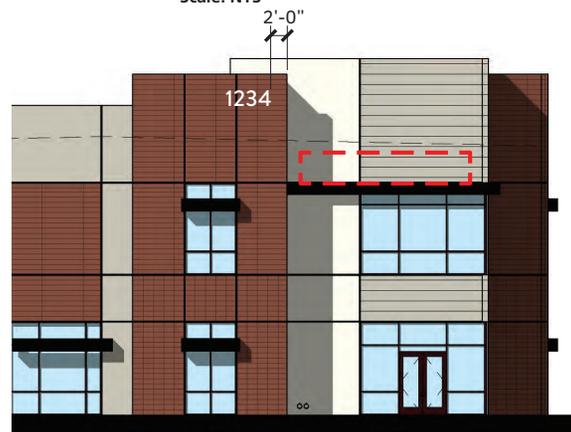
**SECTION DETAIL - TYP.**

Scale: NTS



**ADDRESS PLACEMENT - TYP.**

Scale: 1/16"=1'-0"



**BEAM MOUNTED ILLUMINATED PAN-CHANNEL LETTERS/LOGOS**

**CRITERIA**

All Tenant ID Signs shall be approved by the Landlord & permitted by the City of Chandler.

**FABRICATION**

Pan-channel letters/logos shall be constructed of 5" metal returns and backs with translucent acrylic or polycarbonate faces. Raceways to be minimal size to be inconspicuous. Raceways must be mounted flush to top of beams with appropriate anchors.

**COLORS & FINISHES**

Corporate colors & finishes are permitted with Landlord approval. Raceways painted to match beams.

**ILLUMINATION**

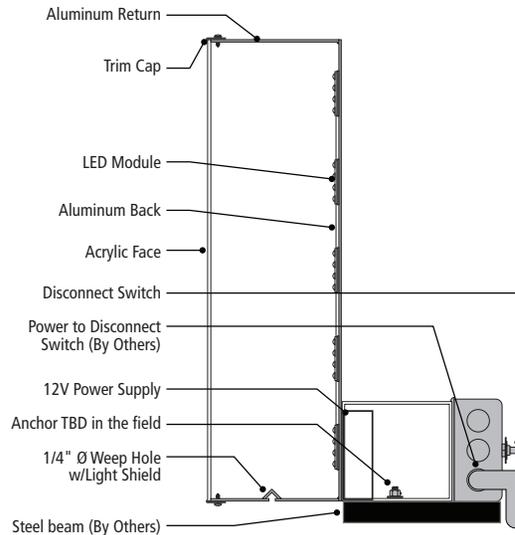
Internal LED illumination, LED module quantities must provide proper illumination.

**LOCATION**

To be placed above steel beams at building entrances.

**NOTES**

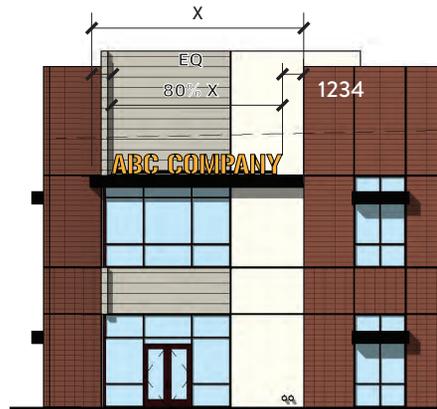
May be no wider than 80% of beam width. For joint entries, signs may be no wider than 80% of appointed beam space width. Signs can be no more than 4'-0" in height. Logos will be allowed, but cabinet signs will not be allowed.



This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. All signs fabricated as per 2008 N.E.C. standards.

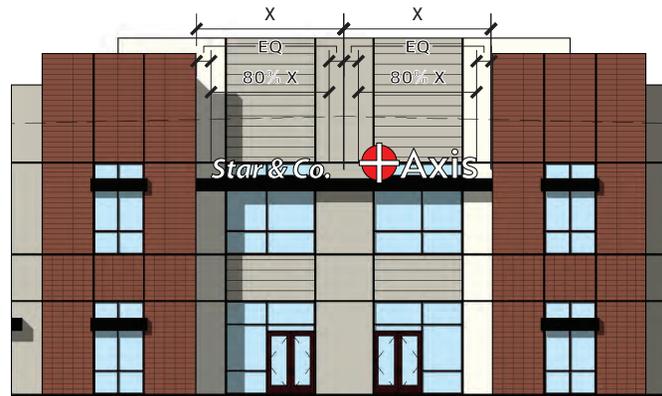
**SECTION DETAIL - TYP.**

Scale: NTS



**SINGLE TENANT ENTRY SIGN PLACEMENT - TYP.**

Scale: 1/16"=1'-0"



**DOUBLE TENANT ENTRY SIGN PLACEMENT - TYP.**

Scale: 1/16"=1'-0"



## WALL MOUNTED ILLUMINATED PAN-CHANNEL LETTERS/LOGOS

### CRITERIA

All Tenant ID Signs shall be approved by the Landlord & permitted by the City of Chandler.

### FABRICATION

Pan-channel letters/logos shall be constructed of 5" metal returns and backs with translucent acrylic or polycarbonate faces. Signs must be mounted flush to fascia with appropriate anchors.

### COLORS & FINISHES

Corporate colors & finishes are permitted with Landlord approval.

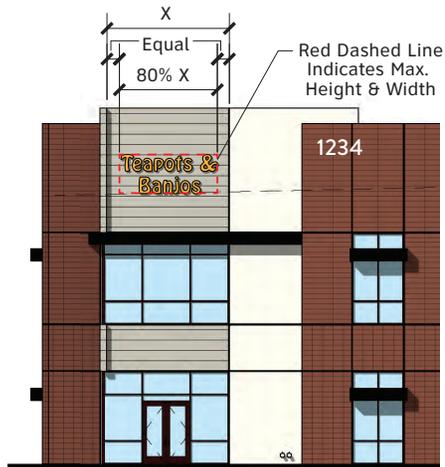
### ILLUMINATION

Internal LED illumination, LED module quantities must provide proper illumination.

### LOCATION

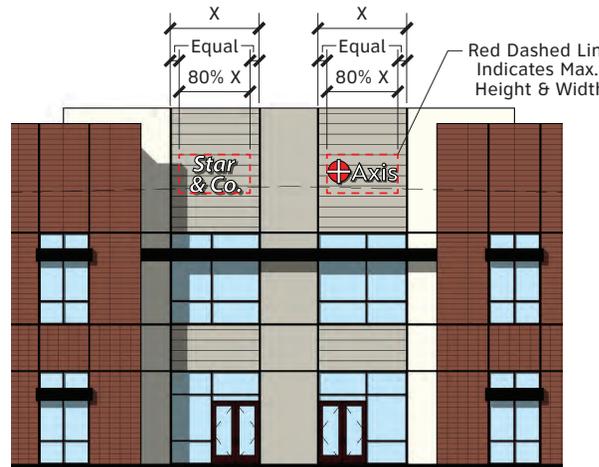
May be no wider than 80% of space sign is attached to. For joint entries, signs may be no wider than 80% of appointed space width. Signs can be no more than 5'-0" in height. Logos will be allowed, but cabinet signs will not be allowed.

Wall mounted signs shall be coordinated with facade designs, as approved by the Planning Administrator.



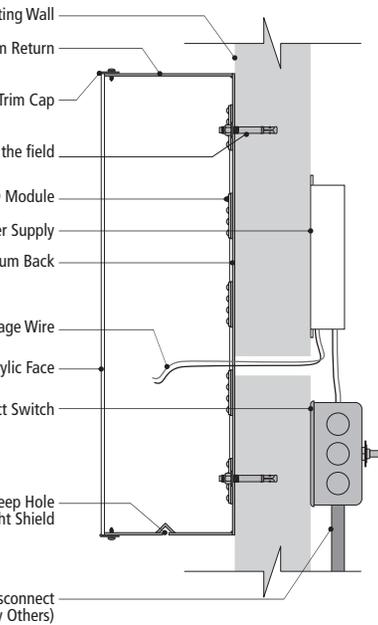
**SINGLE TENANT ENTRY SIGN PLACEMENT - TYP.**

Scale: 1/16"=1'-0"



**DOUBLE TENANT ENTRY SIGN PLACEMENT - TYP.**

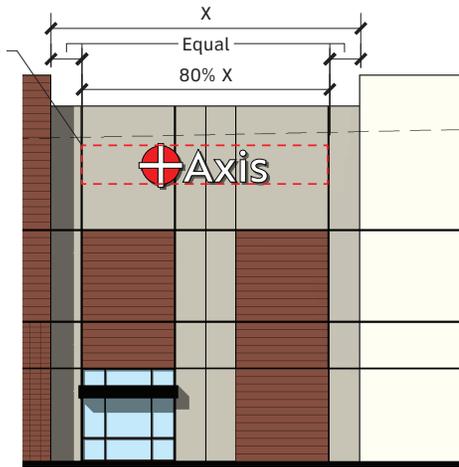
Scale: 1/16"=1'-0"



This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. All signs fabricated as per 2008 N.E.C. standards.

**SECTION DETAIL - TYP.**

Scale: NTS



**WALL SIGN PLACEMENT - TYP.**

Scale: 1/16"=1'-0"

## SUITE IDENTITY/WINDOW GRAPHICS

### CRITERIA

Such signs shall not exceed twenty five (25) percent of the front glass area, and must be approved by the Landlord. Suite numbers are to be 12" tall.

### FABRICATION

Information to be first surface applied vinyl.

### COLORS & FINISHES

Recommended designs should be subtle and sophisticated. White or frosted vinyl is recommended. If using color, it should be muted and have a transparency of a minimum fifty (50) percent. Logos may be included in the overall design, provided that design does not exceed the established limits.

### ILLUMINATION

External illumination only.

### FONTS

Text to be Brandon Grotesque Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ

0123456789

### LOCATION

Suite numbers to be placed over entry doors. Business identity, hours of operation and contact information should be placed adjacent to the door.

# 100

### TENANT NAME

Mon-Fri  
8:00 AM - 6:00 PM  
Saturday  
8:00 AM - Noon  
Sunday  
Closed



Mon-Fri  
8:00 AM - 6:00 PM  
Saturday  
8:00 AM - Noon  
Sunday  
Closed

### Entry Door ID - Examples

Scale: 1"=1'-0"



### ENTRY DOOR - TYP.

Scale: 1/4"=1'-0"

## BUSINESS ENTRY SIGN DETAILS





**Building A, East Elevation (McQueen Road)**

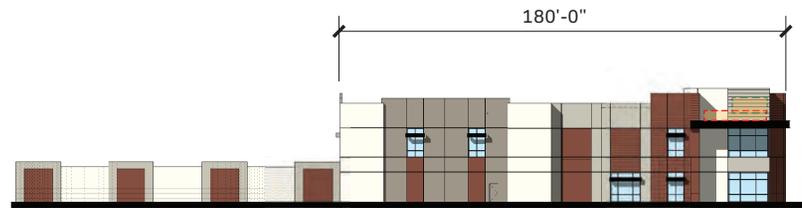
Scale: 1"=50'



**Building A, West Elevation**

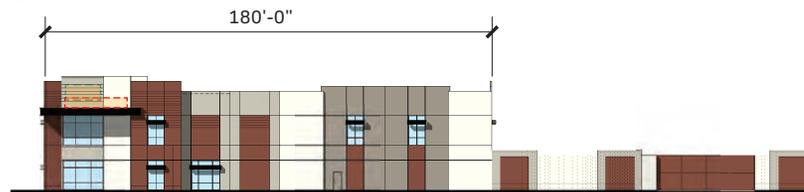
Scale: 1"=50'

-  Green dashed line indicates wall mounted sign  
*Note: Wall signs shall NOT be mounted across dissimilar wall materials and/or colors.*
-  Red dashed line indicates steel beam mounted sign



**Building A, South Elevation**

Scale: 1"=50'



**Building A, North Elevation**

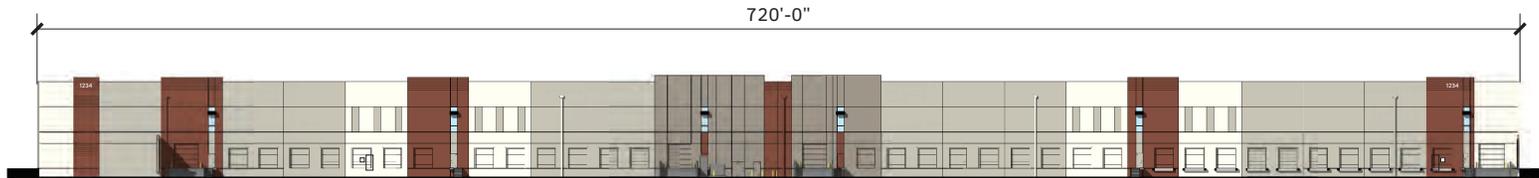
Scale: 1"=50'





**Building B, South Elevation (Queen Creek Road)**

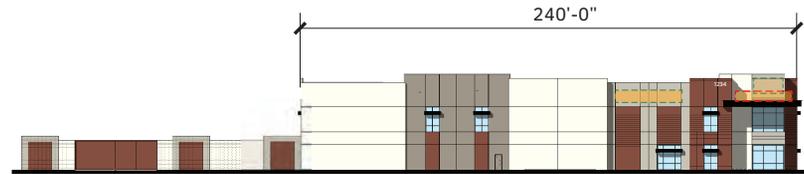
Scale: 1"=60'



**Building B, North Elevation**

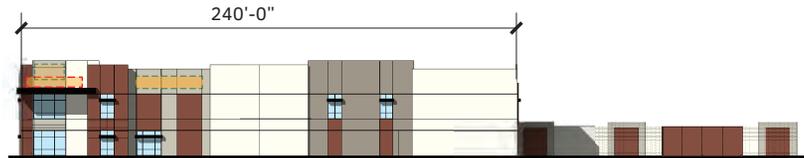
Scale: 1"=60'

-  Green dashed line indicates wall mounted sign  
*Note: Wall signs shall NOT be mounted across dissimilar wall materials and/or colors.*
-  Red dashed line indicates steel beam mounted sign



**Building B, West Elevation**

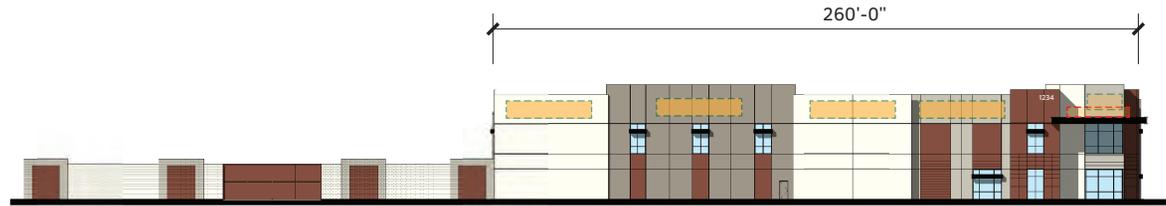
Scale: 1"=60'



**Building B, East Elevation**

Scale: 1"=60'





**Building C, East Elevation**  
Scale: 1"=50'

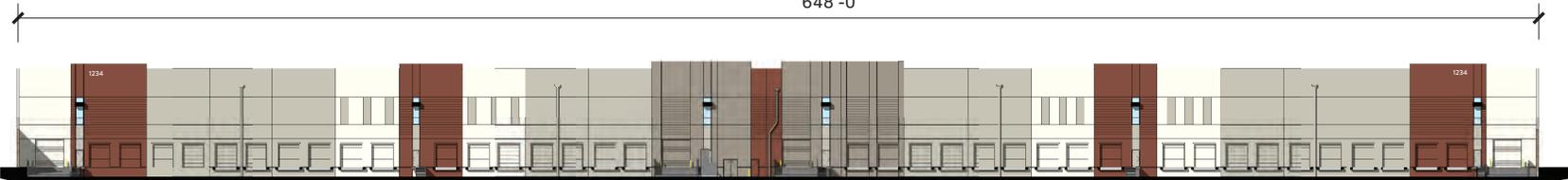


**Building C, North Elevation (New Public Road)**  
Scale: 1"=50'

Green dashed line indicates wall mounted sign  
Note: Wall signs shall NOT be mounted across dissimilar wall materials and/or colors.  
Red dashed line indicates steel beam mounted sign



**Building C, West Elevation**  
Scale: 1"=50'



**Building C, South Elevation**  
Scale: 1"=50'

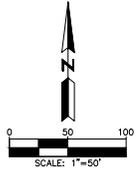




# CONCEPTUAL GRADING AND DRAINAGE PLAN FOR CORE-5 CHANDLER PHASES 1 AND 2

N.W.C. SOUTH MCQUEEN ROAD & EAST QUEEN CREEK ROAD CHANDLER, ARIZONA 85286

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN



NO.	DATE	REVISION	BY

DESIGN BY: R.M.  
DRAWN BY: C.O.C.  
CHECKED BY: J.A.O.

HUNTER  
ENGINEERING  
CIVIL AND SURVEY  
10400 NORTH 74TH STREET, SUITE 200  
SCOTTSDALE, ARIZONA 85258  
TEL: 480.991.3880  
F: 480.991.3886



CONCEPTUAL GRADING AND DRAINAGE PLAN  
FOR  
CORES CHANDLER PHASES 1 & 2  
NWC MCQUEEN RD. & QUEEN CREEK RD.  
CHANDLER, ARIZONA 85286

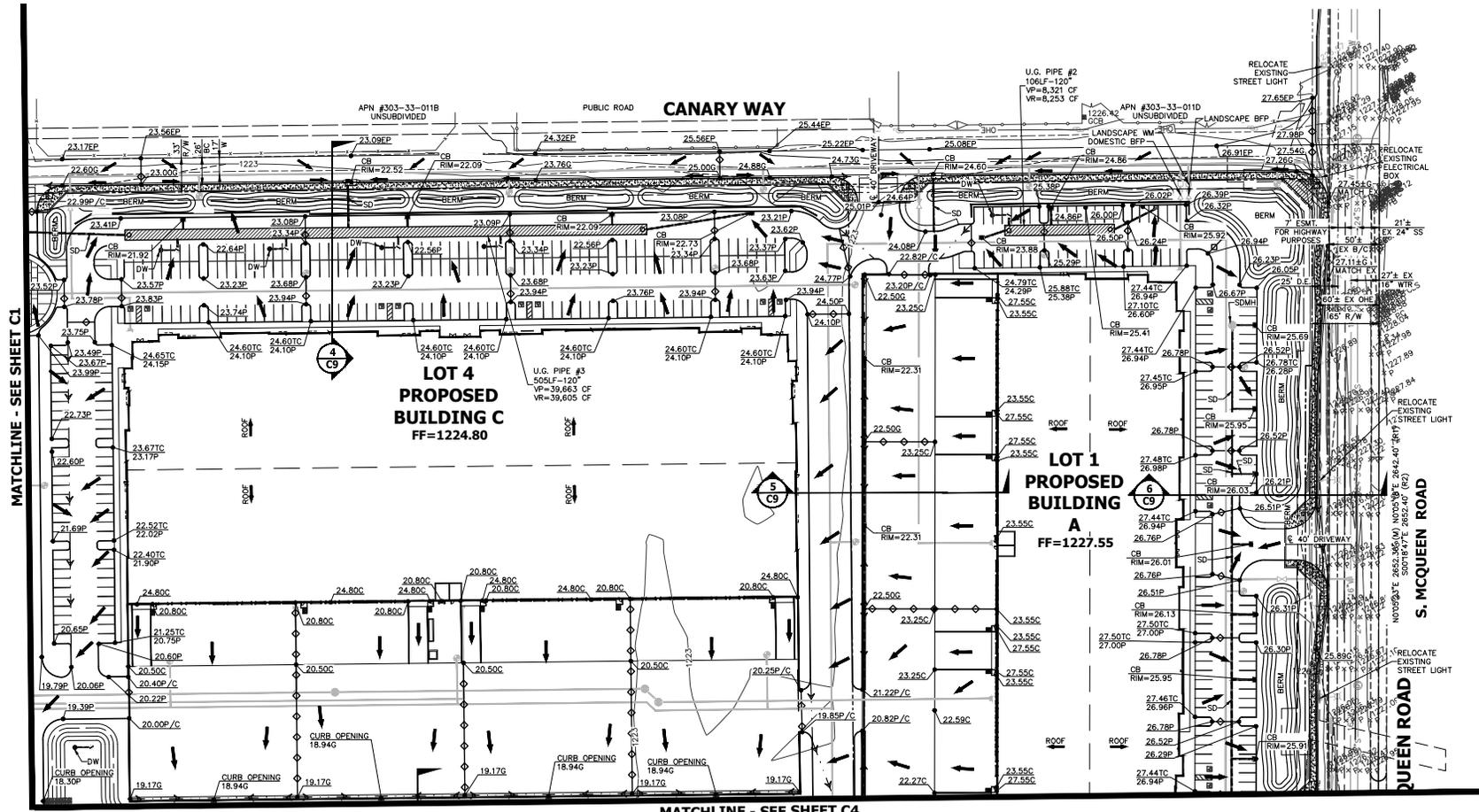
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:  
CORES CHANDLER

FILE NO.: CORE001  
SCALE: 1"=50'

SHEET:  
C2

C.O.C. LOG NO. PL70-0020

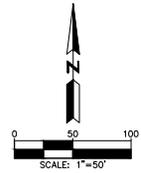


MATCHLINE - SEE SHEET C1

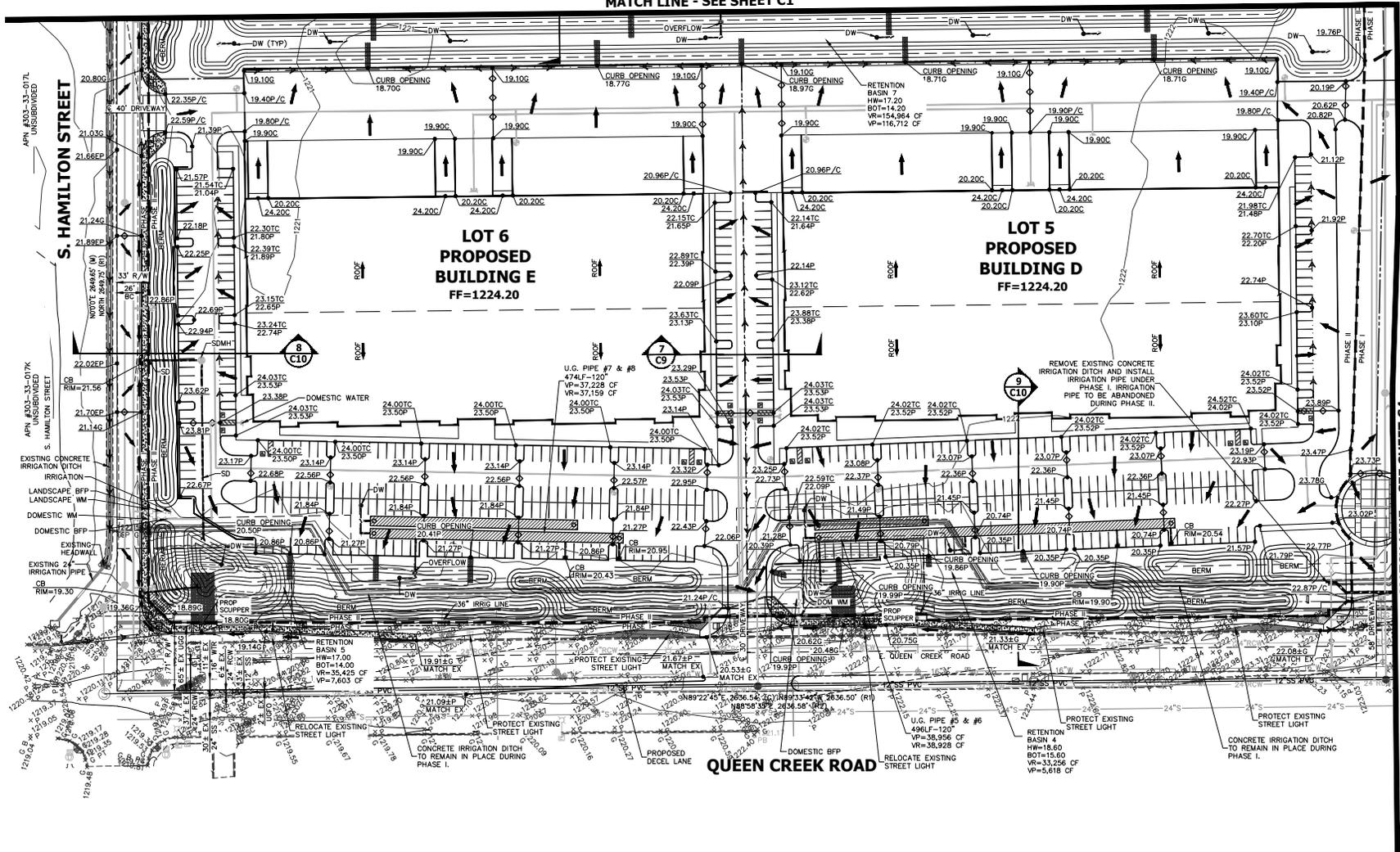
MATCHLINE - SEE SHEET C4

# CONCEPTUAL GRADING AND DRAINAGE PLAN FOR CORE-5 CHANDLER PHASES 1 AND 2

N.W.C. SOUTH MCQUEEN ROAD & EAST QUEEN CREEK ROAD CHANDLER, ARIZONA 85286



MATCH LINE - SEE SHEET C1



MATCH LINE - SEE SHEET C4

NO.	DATE	REVISION	BY

DESIGN BY: R.M.  
DRAWN BY: C.O.C.  
CHECKED BY: JAO

**HUNTER**  
ENGINEERING  
CIVIL AND SURVEY  
10450 NORTH 74TH STREET, SUITE 200  
SCOTTSDALE, ARIZONA 85258  
TEL: 480.991.3883  
F: 480.991.3886



**CONCEPTUAL GRADING AND DRAINAGE PLAN  
FOR  
CORES CHANDLER PHASES 1 & 2  
NWC MCQUEEN RD. & QUEEN CREEK RD.  
CHANDLER, ARIZONA 85286**

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:  
CORES CHANDLER

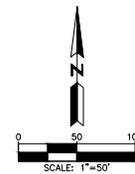
HE NO.: CORE001  
SCALE: 1"=50'

SHEET:  
**C3**

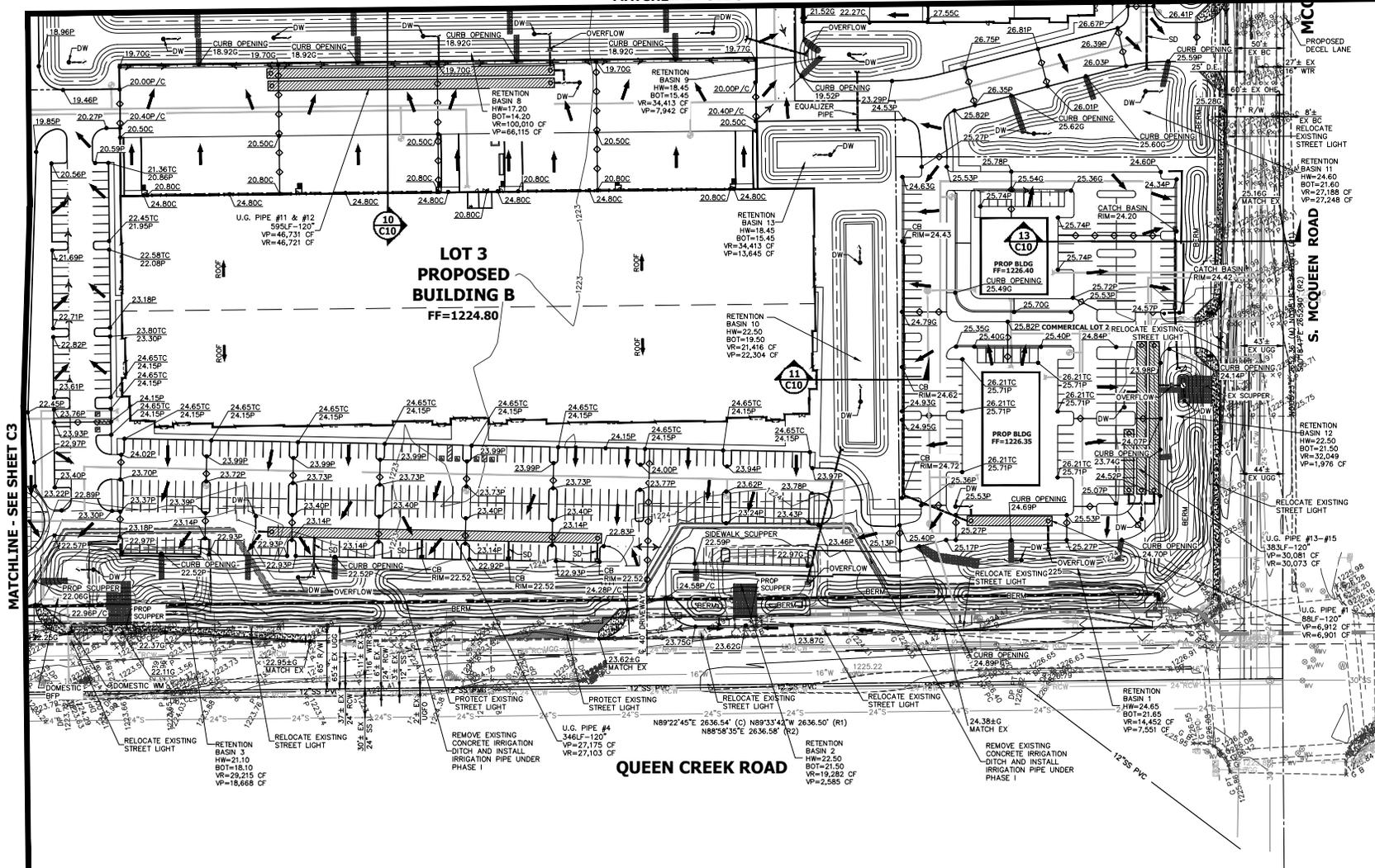
C.O.C. LOG NO. PL70-0020

# CONCEPTUAL GRADING AND DRAINAGE PLAN FOR CORE-5 CHANDLER PHASES 1 AND 2

N.W.C. SOUTH MCQUEEN ROAD & EAST QUEEN CREEK ROAD CHANDLER, ARIZONA 85286



MATCHLINE - SEE SHEET C2



MATCHLINE - SEE SHEET C3

NO.	DATE	REVISION	BY

DESIGN BY: R.M.  
DRAWN BY: C.O.C.  
CHECKED BY: JAO

**HUNTER**  
ENGINEERING  
CIVIL AND SURVEY  
10450 NORTH 74TH STREET, SUITE 200  
SCOTTSDALE, ARIZONA 85258  
TEL: 480.991.3883  
F: 480.991.3886



**CONCEPTUAL GRADING AND DRAINAGE PLAN  
FOR  
CORES CHANDLER PHASES 1 & 2  
NWC MCQUEEN RD. & QUEEN CREEK RD.  
CHANDLER, ARIZONA 85286**

ARIZONA  
REGISTERED PROFESSIONAL ENGINEER  
JAMES A. HUNTER  
LICENSE NO. 10000

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:  
CORES CHANDLER

HE NO.: CORE001  
SCALE: 1"=50'

SHEET:  
**C4**

C.O.C. LOG NO. PL.T20-0020

**OWNER/DEVELOPER**

CORE5 SCHRADER FARMS BP, LLC  
 300 SPECTRUM CENTER DRIVE, SUITE 880  
 IRVINE, CALIFORNIA 92618  
 PHONE: (949) 467-3290  
 CONTACT: JON KELLY

**DEVELOPER/ARCHITECT**

DEUTSCH ARCHITECTURE GROUP  
 4600 E. INDIAN SCHOOL ROAD  
 PHOENIX, ARIZONA 85018  
 PHONE: (602) 840-2929 x144  
 CONTACT: RANDY HILLEBOE  
 EMAIL: RHILLEBOE@2929.COM

**CIVIL ENGINEER**

HUNTER ENGINEERING, INC.  
 10450 N. 74TH STREET, SUITE #200  
 SCOTTSDALE, ARIZONA 85258  
 PHONE: (480) 991-3985  
 FAX: (480) 991-3986  
 CONTACT: LARRY TALBOTT

**NOTE**

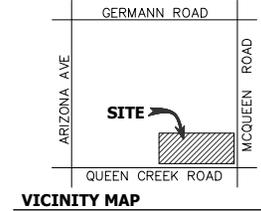
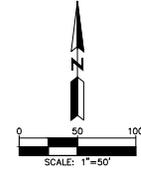
ALL SITE IMPROVEMENTS INCLUDING LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.

**LEGEND**

- CENTERLINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- SEWER LINE
- WATER LINE
- FIRE LINE
- 1 CAP
- FIRE HYDRANT
- DRYWELL
- SANITARY SEWER MANHOLE
- ⊠ BACKFLOW PREVENTER
- WATER METER
- ⊕ FDC

**CONCEPTUAL UTILITY PLAN**  
 FOR  
**CORE5 CHANDLER PHASES 1 & 2**  
 NWC MCQUEEN RD. & QUEEN CREEK RD.  
 CHANDLER, ARIZONA 85286

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH,  
 RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN



**VICINITY MAP**

NO.	DATE	REVISION	BY

DESIGN BY: R.M.  
 DRAWN BY: C.O.C.  
 CHECKED BY: JAO

HUNTER ENGINEERING CIVIL AND SURVEY  
 10450 NORTH 74TH STREET, SUITE 200  
 SCOTTSDALE, ARIZONA 85258  
 PHONE: (480) 991-3985  
 FAX: (480) 991-3986

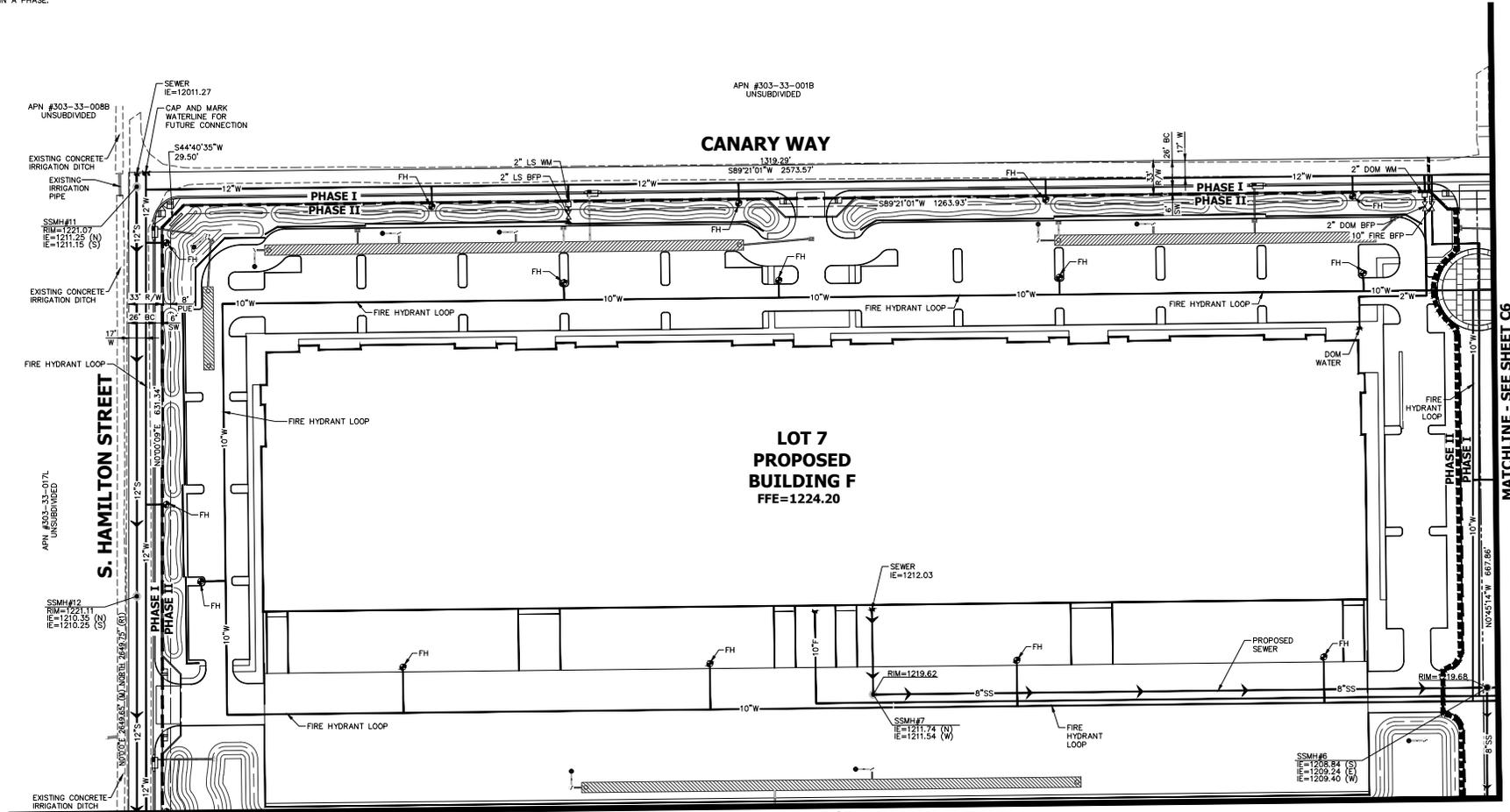


**CONCEPTUAL UTILITY PLAN**  
 FOR  
**CORE5 CHANDLER PHASES 1 & 2**  
 NWC MCQUEEN RD. & QUEEN CREEK RD.  
 CHANDLER, ARIZONA 85286

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:  
**CORE5 CHANDLER**  
 SHEET NO.: CORE5001  
 SCALE: 1"=50'  
**SHEET C5**

C.O.C LOG NO. PL720-0020



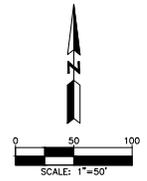
MATCHLINE - SEE SHEET C7

MATCHLINE - SEE SHEET C6

# CONCEPTUAL UTILITY PLAN FOR CORE5 CHANDLER PHASES 1 & 2

NWC MCQUEEN RD. & QUEEN CREEK RD.  
CHANDLER, ARIZONA 85286

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH,  
RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN



NO.	DATE	REVISION	BY

DESIGN BY: R.M.  
DRAWN BY: C.O.C.  
CHECKED BY: J.A.O.

**HUNTER**  
ENGINEERING  
CIVIL AND SURVEY

10450 NORTH 74TH STREET, SUITE 200  
SCOTTSDALE, ARIZONA 85258  
TEL: 480.991.3850  
F: 480.991.3866



**CONCEPTUAL UTILITY PLAN  
FOR  
CORE5 CHANDLER PHASES 1 & 2  
NWC MCQUEEN RD. & QUEEN CREEK RD.  
CHANDLER, ARIZONA 85286**



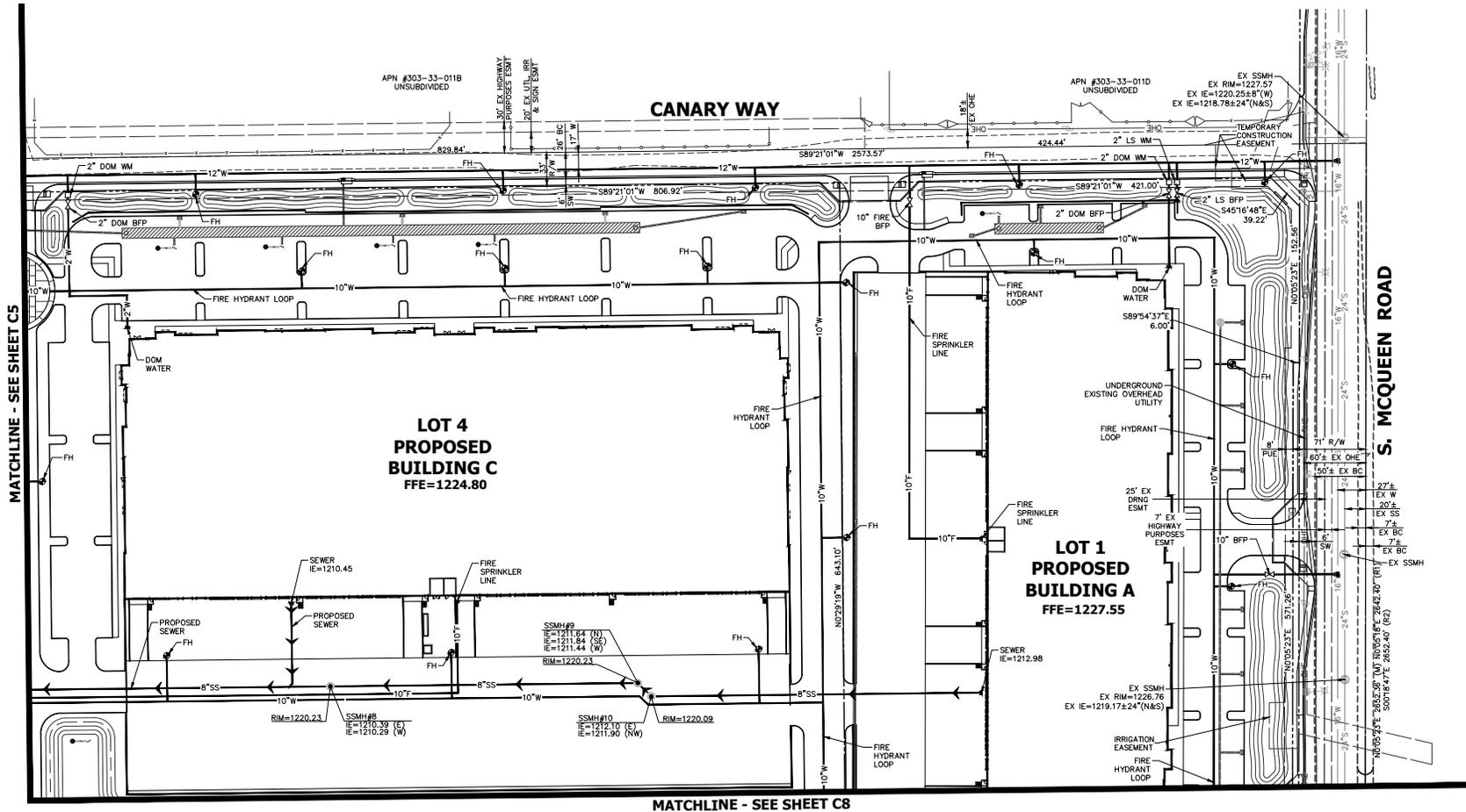
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:  
**CORE5 CHANDLER**

HE NO.: CORE001  
SCALE: 1"=50'

SHEET:  
**C6**

C.O.C. LOG NO. PL70-0020

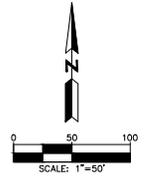


MATCHLINE - SEE SHEET C5

MATCHLINE - SEE SHEET C8

# CONCEPTUAL UTILITY PLAN FOR CORE5 CHANDLER PHASES 1 & 2

NWC MCQUEEN RD. & QUEEN CREEK RD.  
CHANDLER, ARIZONA 85286  
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH,  
RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN



NO.	DATE	REVISION	BY:

DESIGN BY: R.M.  
DRAWN BY: C.O.C.  
CHECKED BY: JAO

HUNTER  
ENGINEERING  
CIVIL AND SURVEY  
10450 NORTH 74TH STREET, SUITE 200  
SCOTTSDALE, ARIZONA 85258  
TEL: 480.991.3860  
F: 480.991.3866



CONCEPTUAL UTILITY PLAN  
FOR  
CORE5 CHANDLER PHASES 1 & 2  
NWC MCQUEEN RD. & QUEEN CREEK RD.  
CHANDLER, ARIZONA 85286

ARIZONA  
ALL RIGHTS RESERVED

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

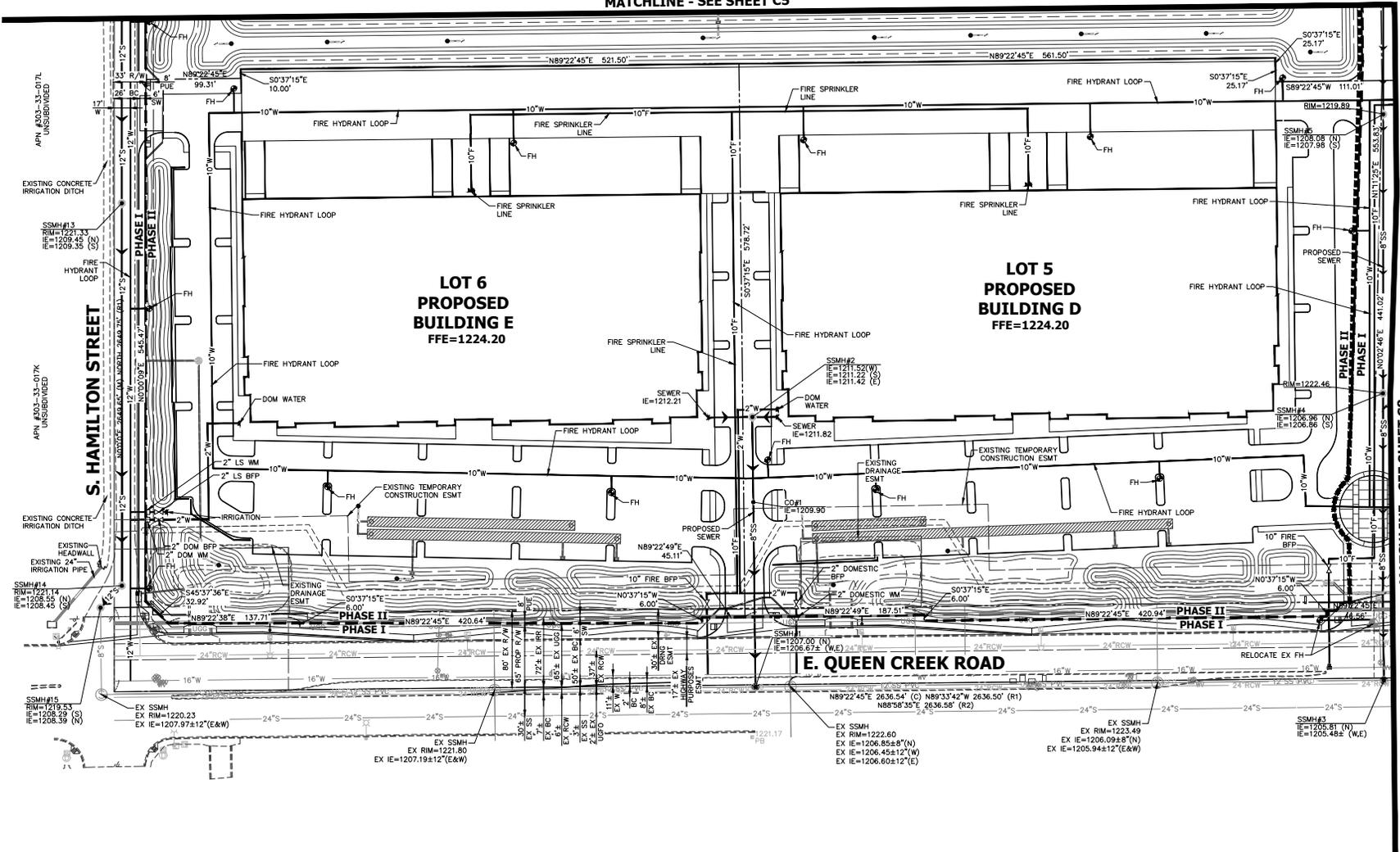
PROJECT NAME:  
CORE5 CHANDLER

HE NO.: CORE001  
SCALE: 1"=50'

SHEET:  
C7

C.O.C LOG NO. PL70-0020

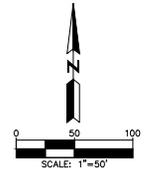
MATCHLINE - SEE SHEET C5



MATCHLINE - SEE SHEET C8

# CONCEPTUAL UTILITY PLAN FOR CORE5 CHANDLER PHASES 1 & 2

NWC MCQUEEN RD. & QUEEN CREEK RD.  
CHANDLER, ARIZONA 85286  
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH,  
RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN



NO.	DATE	REVISION	BY

DESIGN BY: R.M.  
DRAWN BY: COC  
CHECKED BY: JAO

**HUNTER**  
ENGINEERING  
CIVIL AND SURVEY  
10450 NORTH 74TH STREET, SUITE 200  
SCOTTSDALE, ARIZONA 85258  
TEL: 480.991.3850  
F: 480.991.3866



CONCEPTUAL UTILITY PLAN  
FOR  
CORE5 CHANDLER PHASES 1 & 2  
NWC MCQUEEN RD. & QUEEN CREEK RD.  
CHANDLER, ARIZONA 85286

ARIZONA  
ALL RIGHTS RESERVED

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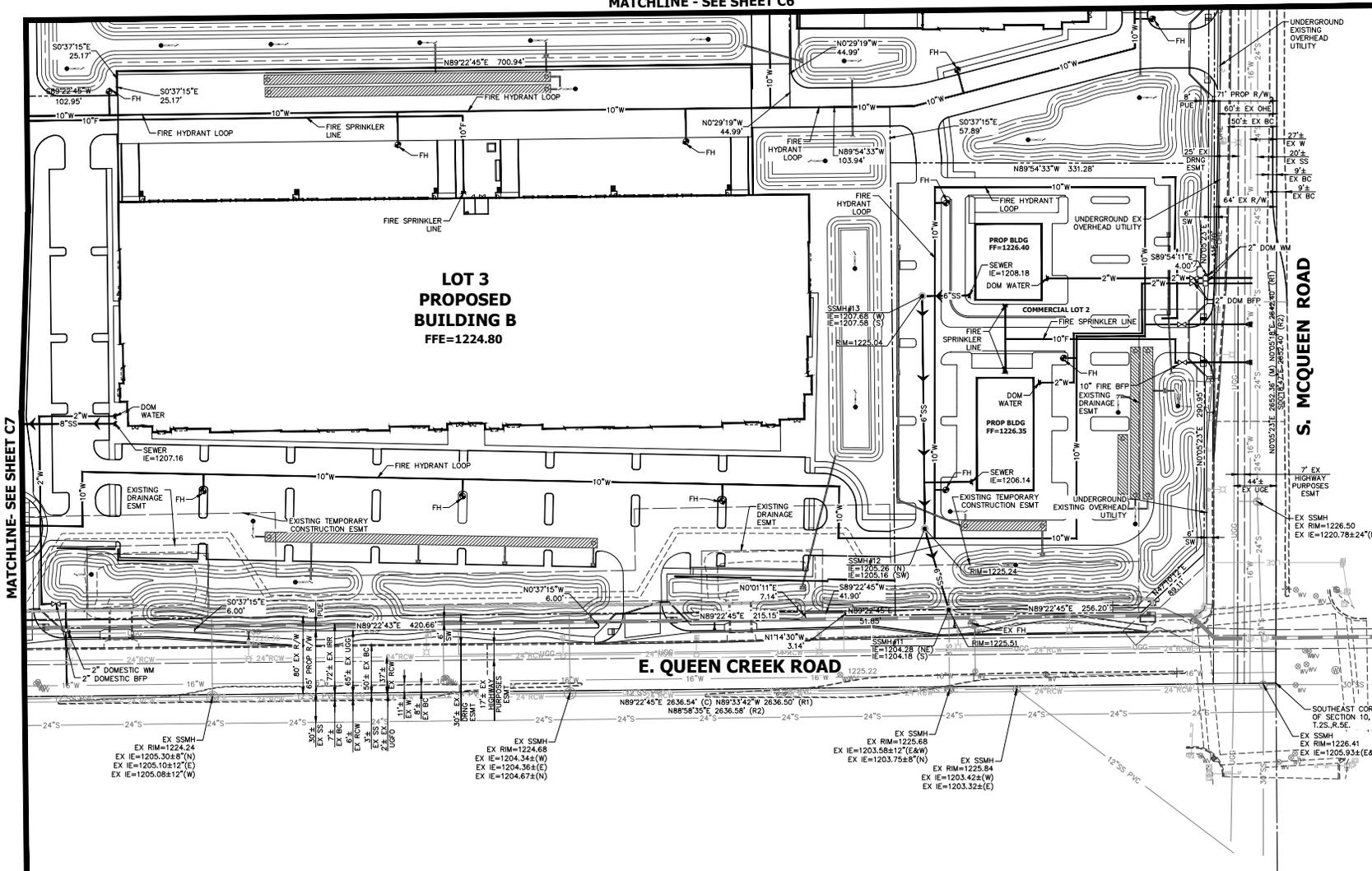
PROJECT NAME:  
CORE5 CHANDLER

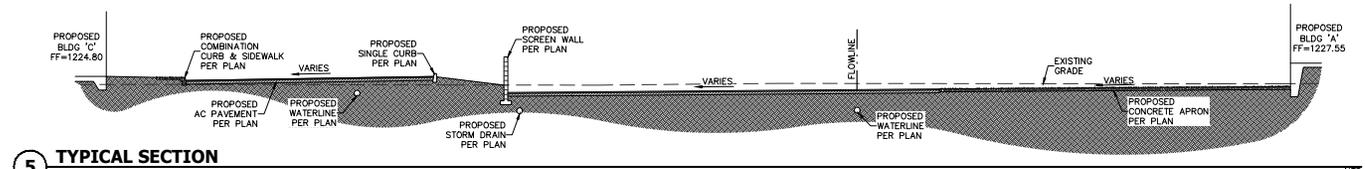
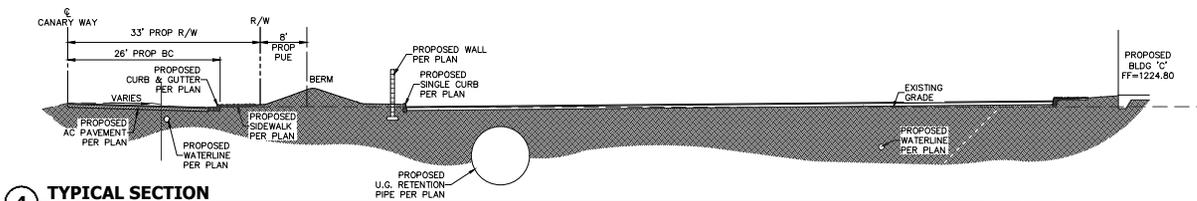
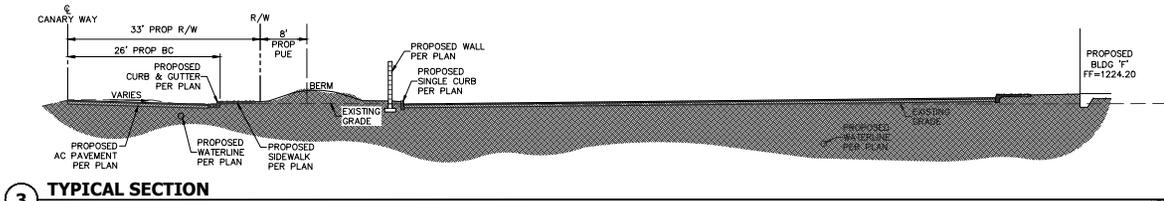
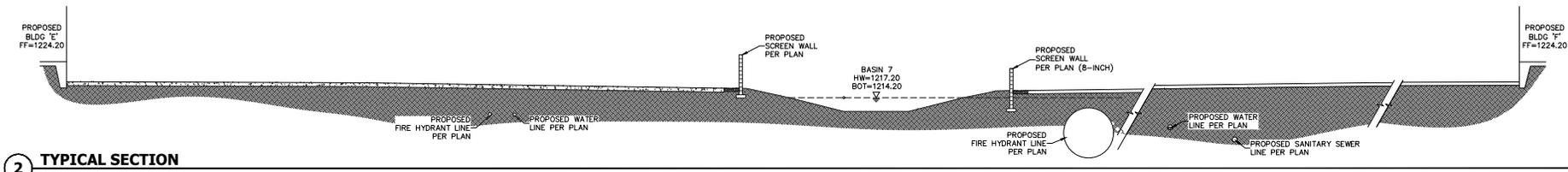
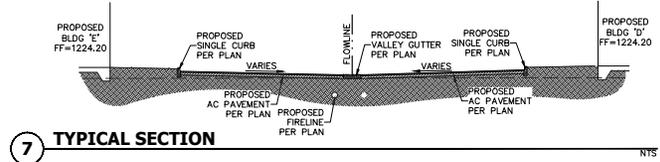
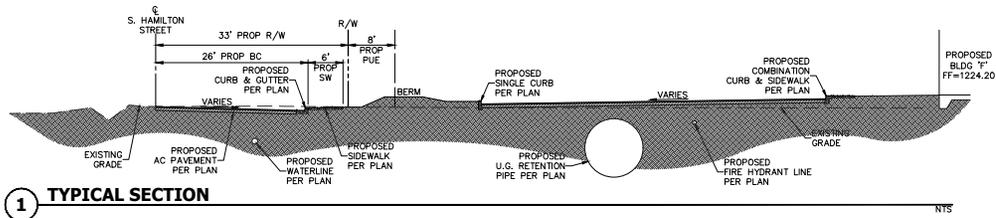
PROJECT NO.: CORE001  
SCALE: 1"=50'

SHEET:  
**C8**

C.O.C. LOG NO. PL70-0020

MATCHLINE - SEE SHEET C6





NO.	DATE	REVISION	BY:

DESIGN BY: R.M.  
 DRAWN BY: C.O.C.  
 CHECKED BY: JAO

HUNTER  
 ENGINEERING  
 CIVIL AND SURVEY  
 10450 NORTH 74TH STREET, SUITE 200  
 SCOTTSDALE, ARIZONA 85258  
 T 480.991.3850  
 F 480.991.3866



**TYPICAL SECTIONS FOR CORES CHANDLER PHASES 1 & 2**  
**NWC MCQUEEN RD. & QUEEN CREEK RD.**  
**CHANDLER, ARIZONA 85286**

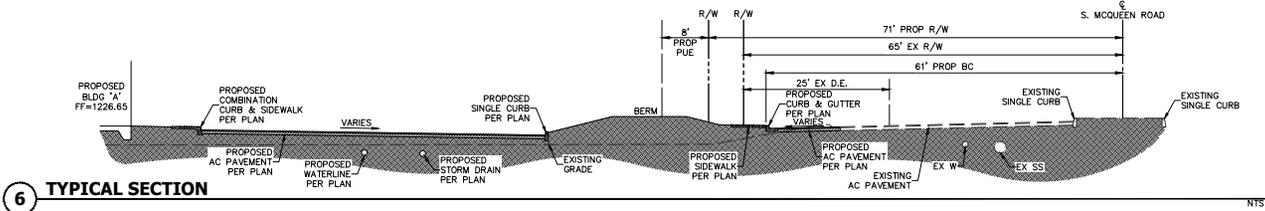
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:  
**CORES CHANDLER**

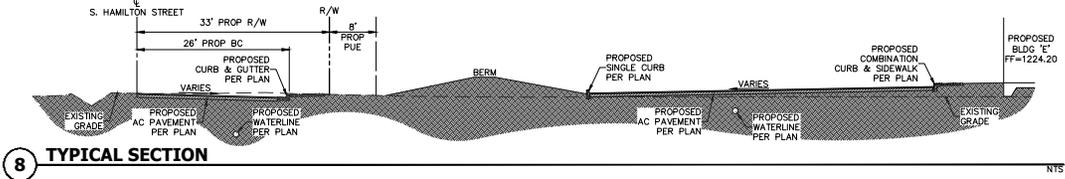
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 SCALE: NTS

SHEET:  
**C9**

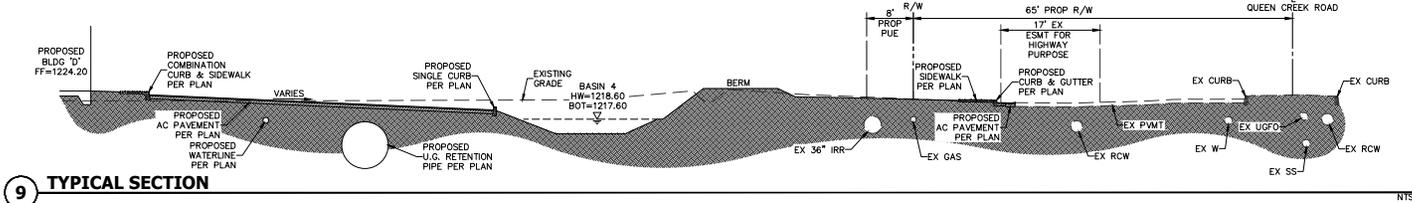
C.O.C LOG NO. PL70-0020



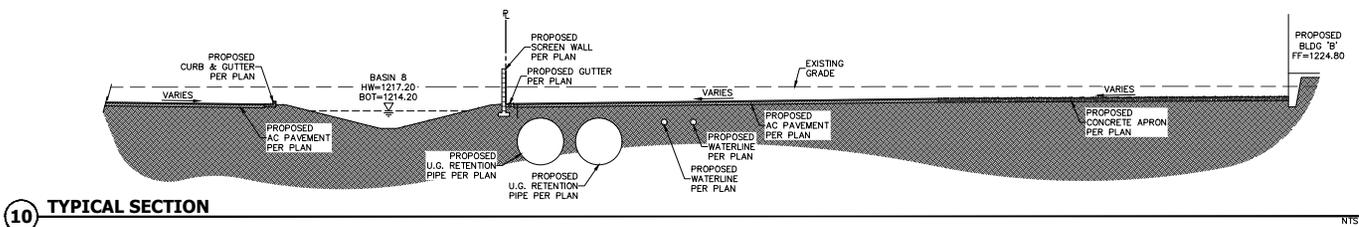
6 TYPICAL SECTION



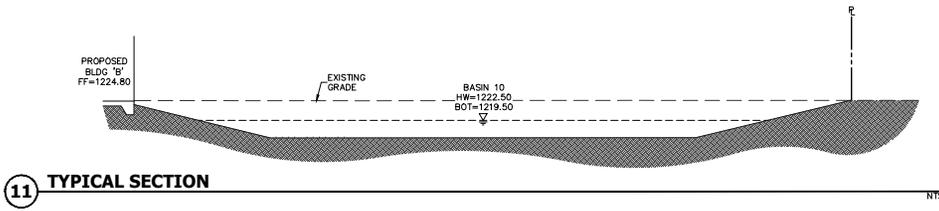
8 TYPICAL SECTION



9 TYPICAL SECTION



10 TYPICAL SECTION



11 TYPICAL SECTION

NO.	DATE	REVISION	BY

DESIGN BY: R.M.  
DRAWN BY: C.O.C.  
CHECKED BY: JAO

HUNTER  
ENGINEERING  
CIVIL AND SURVEY  
10450 NORTH 74TH STREET, SUITE 200  
SCOTTSDALE, ARIZONA 85250  
TEL: 480.991.3850  
F: 480.991.3866



TYPICAL SECTIONS  
FOR  
CORES CHANDLER PHASES 1 & 2  
NWC MCQUEEN RD. & QUEEN CREEK RD.  
CHANDLER, ARIZONA 85286



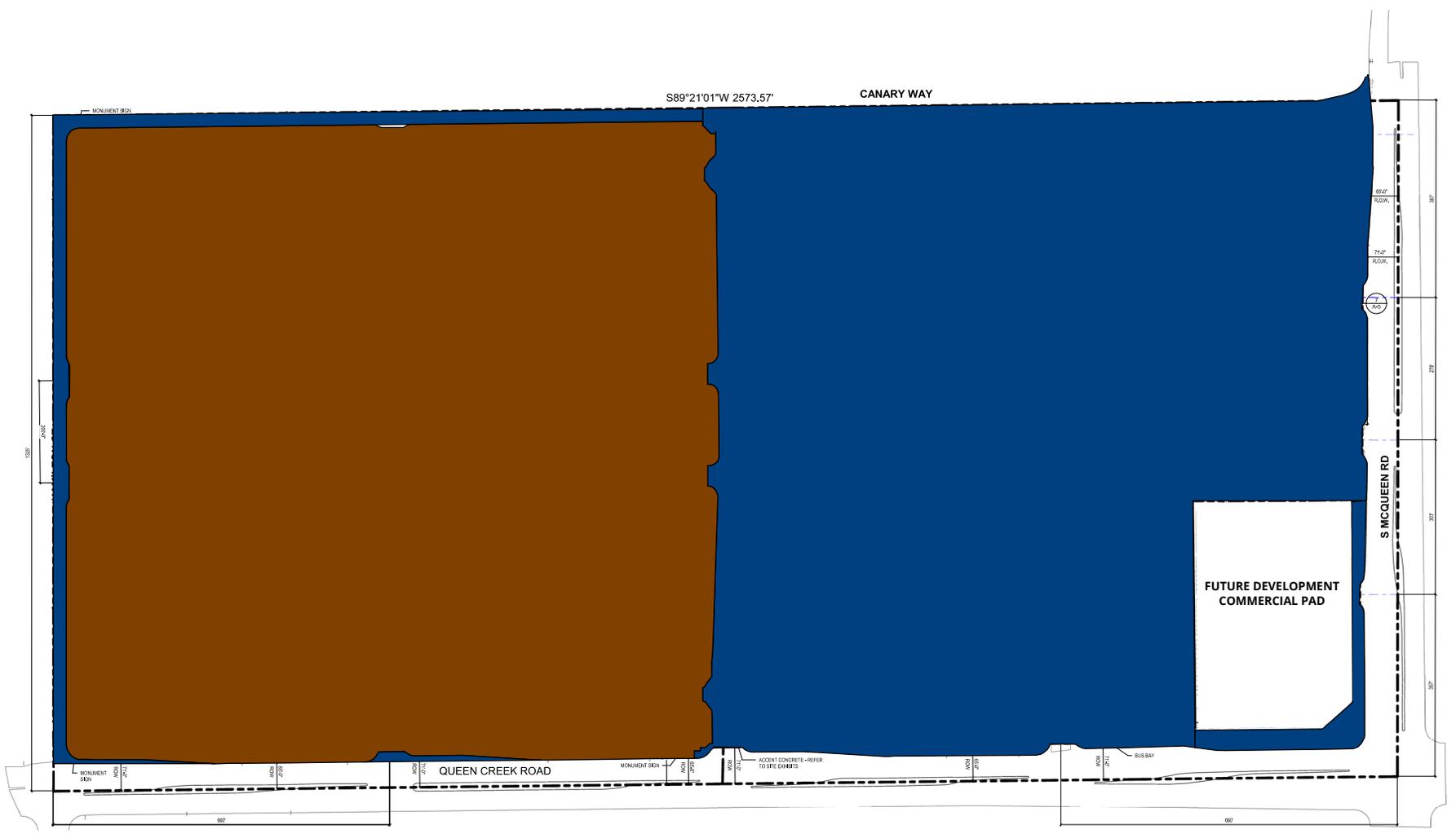
THESE PLANS ARE  
NOT APPROVED FOR  
CONSTRUCTION  
WITHOUT AN  
APPROVED SIGNATURE  
FROM THE GOVERNING  
MUNICIPALITY.

PROJECT NAME:  
CORES  
CHANDLER

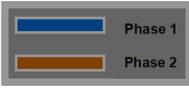
HE NO.: CORE007  
SCALE: NTS

SHEET:  
C10

C.O.C LOG NO. PL70-0020



1 PRELIM. MASTER SITE PLAN  
SCALE: 1" = 80'



CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT ULTIMATELY LEADS TO MORE DETAILED DRAWINGS. BUT THE INFORMATION DEPICTED BY THESE DESIGNS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGN/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.

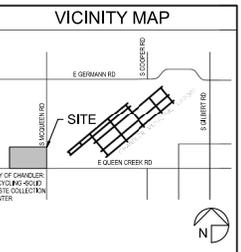
SITE DATA					
PARCEL NUMBERS	GROSS AREA		NET AREA		
303-33-050C, 303-33-006A	S.F.	ACRES	S.F.	ACRES	
PHASE 1	1,528,873	35.0	1,368,861	31.42	
PHASE 2	1,705,419	40.18	1,570,903	36.22	
COMMERCIAL PARCEL	216,545	4.97	153,545	3.48	
OVERALL	3,449,838	80.25	3,097,308	71.10	
PROPOSED LANDSCAPE			PROPOSED BUILDINGS		
SETBACKS	20'		20'		
PRIVATE DRIVE					
MCQUEEN RD.	20'		20'		
QUEEN CREEK RD.	30'		30'		
HAMILTON RD.	20'		20'		
ZONING DATA					
CURRENT ZONING	PROPOSED ZONING				
AG-1	PAD				
BUILDING DATA					
	AREA	COVERAGE		BUILDING HEIGHT	
		NET	GROSS		
BUILDING A	81,306	28%	23%	20' MAX.	
BUILDING B	172,545	33%	20%	20' MAX.	
BUILDING C	168,041	32%	31%	20' MAX.	
BUILDING D	122,828	37%	29%	20' MAX.	
BUILDING E	113,328	31%	27%	20' MAX.	
BUILDING F	277,688	33%	31%	20' MAX.	
OVERALL	945,930	31%	27%	20' MAX.	
PARKING CALCULATION					
	REQUIRED	PROVIDED	ADA REQUIRED	ADA PROVIDED	RAO
BUILDING A	82	115	5	8	1.32/1000
BUILDING B	172	330	8	8	1.98/1000
BUILDING C	168	244	7	8	1.50/1000
BUILDING D	123	229	7	8	2.01/1000
BUILDING E	113	260	7	8	2.42/1000
BUILDING F	278	390	9	12	1.48/1000
OVERALL	946	1,602	43	50	1.78/1000

### PROJECT NARRATIVE

THE PROPOSED PROJECT CONSISTS OF A MULTI-PHASE BUSINESS CENTER LOCATED ON APPROXIMATELY 20 ACRES AT THE NORTHWEST CORNER OF QUEEN CREEK ROAD AND MCQUEEN ROAD IN CHANDLER, ARIZONA. THE MASTER PLANNED DEVELOPMENT WILL CONSIST OF APPROXIMATELY SIX BUILDINGS DESIGNED FOR A WIDE VARIETY OF USES CONSISTENT WITH THE CHANDLER AIRPARK AREA PLAN.

### PROJECT TEAM

<b>OWNER:</b> CORE5 SCHRADER FARMS RP, LLC 330 SPECTRUM CENTER DRIVE SUITE 500 IRVINE, CA 92618 PHONE: (949) 450-2000 EMAIL: JEFF@CORE5.COM CONTACT: CORE5	<b>ARCHITECT:</b> DEUTSCH ARCHITECTURE GROUP 400 E IRVING SCHOOL RD IRVING, CA 92618 PHONE: (949) 426-2919 x144 EMAIL: JEFF@DAG.COM CONTACT: RANDY HILBERG	<b>GENERAL CONTRACTOR:</b> NTH BUILDERS, LLC 4260 N. CRAFTSMAN COURT SUITE 100 SCOTTSDALE, AZ 85251 PHONE: (480) 429-2100 CONTACT: SUYI YU
<b>LANDSCAPE ARCHITECT:</b> HUNTER ENGINEERING 3050 N. 74TH STREET, SUITE 200 SCOTTSDALE, AZ 85269 PHONE: (480) 997-7888 EMAIL: JEFF@HUNTERENGINEERING.COM CONTACT: LARRY TALBOT, P.E.	<b>ELECTRICAL ENGINEER:</b> SOLUTIONS AEC 1614 N. BROADWAY, SUITE 142 TEMPE, AZ 85282 PHONE: (480) 964-3168 EMAIL: JEFF@SOLUTIONSAEC.COM CONTACT: JOE BERGSON, P.E.	<b>LANDSCAPE ARCHITECT:</b> G.K. FLANNAGAN ASSOCIATES 4025 N. 44TH STREET PHOENIX, AZ 85018 PHONE: (602) 910-6901 EMAIL: JUSTIN@GKFLANNAGAN.COM CONTACT: JUSTIN MEYER



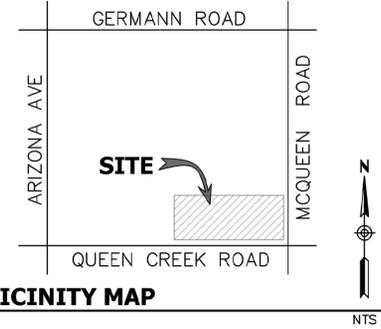
PROGRESS PRINT  
NOT FOR CONSTRUCTION  
OR RECORDING

# PRELIMINARY PLAT COVER SHEET

## FOR SCHRADER FARMS BUSINESS PARK - PHASES 1 AND 2

### NWC S MCQUEEN RD & E QUEEN CREEK RD CHANDLER, AZ. 85286

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION TEN (10), TOWNSHIP TWO (2) SOUTH, RANGE FIVE (5) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN



NO.	DATE	REVISION	BY

PURPOSE:  
**4TH CITY CONCEPT SUBMITTAL**

DESIGN BY: R/M  
DRAWN BY: C/C  
CHECKED BY: JAO

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FOLLOWING PROPERTY:

THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING EAST OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY; THE SOUTH HALF OF THE SOUTHEAST QUARTER; AND THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING EAST OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, ALL IN SECTION TEN (10), TOWNSHIP TWO (2) SOUTH, RANGE FIVE (5) EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN;

EXCEPT THE NORTH 305 FEET OF THE WEST 220 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TEN (10), TOWNSHIP TWO (2) SOUTH, RANGE FIVE (5) EAST, AS CONVEYED TO THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT IN DOCKET 10115, PAGE 1415.

EXCEPTING A PORTION OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¼SE¼) OF SECTION TEN (10), TOWNSHIP TWO SOUTH, RANGE FIVE EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; SAID PORTION IS MORE PARTICULARLY DESCRIBED IN THE FOLLOWING PARCEL:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 50 FEET AND THE WEST LINE OF THE EAST 40 FEET OF SAID SE¼SE¼ OF SECTION 10;

THENCE NORTH 00 DEGREES 18 MINUTES 43 SECONDS WEST A DISTANCE OF 1282.90 FEET;

THENCE SOUTH 89 DEGREES 41 MINUTES 12 SECONDS WEST A DISTANCE OF 25.00 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 43 SECONDS EAST A DISTANCE OF 933.41 FEET;

THENCE SOUTH 88 DEGREES 58 MINUTES 38 SECONDS WEST A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 43 SECONDS EAST A DISTANCE OF 264.95 FEET;

THENCE SOUTH 46 DEGREES 46 MINUTES 55 SECONDS WEST A DISTANCE OF 81.63 FEET;

THENCE SOUTH 88 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 1185.31 FEET;

THENCE SOUTH 00 DEGREES 02 MINUTES 42 SECONDS WEST A DISTANCE OF 30.01 FEET;

THENCE NORTH 88 DEGREES 59 MINUTES 24 SECONDS EAST A DISTANCE OF 1280.30 FEET TO THE POINT OF BEGINNING;

NOTE: EXACT LEGAL DESCRIPTION TO BE FURNISHED PRIOR TO CLOSE OF ESCROW.

### SHEET INDEX

COVER SHEET	.....	C1
PRELIMINARY PLAT	.....	C2
PRELIMINARY PLAT	.....	C3

### NOTES

- ALL EXISTING DRY UTILITY REMOVALS AND/OR RELOCATIONS TO BE COORDINATED WITH UTILITY OWNER.
- THIS SUBDIVISION IS WITHIN CHANDLER MUNICIPAL AIRPORT IMPACT OVERLAY DISTRICT. AN AVIATION OR AVIGATION EASEMENT SHALL BE PROVIDED AT THE TIME OF FINAL PLATTING.
- THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OR ACCEPTANCE WILL NOT BE ISSUED UNTIL THE OVERHEAD UTILITY LINE UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.
- THE IMPROVEMENTS SHOWN ON THE SET OF PLANS WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL THE IRRIGATION FACILITY UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.
- THE FINAL PLAT FOR THIS SUBDIVISION WILL NOT BE APPROVED OR RECORDED UNTIL A RECLAIMED WATER USE AGREEMENT IS EXECUTED BY THE DEVELOPER AND APPROVED BY THE CITY.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING(MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAN 6' ABOVE THE GROUND. TREES SHALL BE SPACED NOT LESS THAN 8' APART.

### RETENTION CALCULATIONS

TOTAL ON-SITE AREA:	67.972 AC	TOTAL OFF-SITE AREA:	9.461 AC	PHASE I OFF-SITE AREA:	5,141 AC
RETENTION REQUIRED:		PHASE II OFF-SITE AREA:	4,320 AC	PHASE I ON-SITE AREA:	32,928 AC
VR=(1.1)*(C)*(D/12)*(A), D=2.2		PHASE II ON-SITE AREA:	35,044 AC		
VR(OFFSITE)=(1.1)*(0.95)*((2.2/12))*(9.461)*43560=	78,956 CU.FT.				
VR(ONSITE)=(1.1)*(0.90)*((2.2/12))*(67.972)*43560=	537,396 CU.FT.				
<b>TOTAL REQUIRED =</b>	<b>616,352 CU.FT.</b>				

### RETENTION PROVIDED:

RETENTION BASIN 1	.....	13,645 CU.FT.
RETENTION BASIN 2	.....	2,585 CU.FT.
RETENTION BASIN 3	.....	12,858 CU.FT.
RETENTION BASIN 4	.....	5,618 CU.FT.
RETENTION BASIN 5	.....	7,603 CU.FT.
RETENTION BASIN 6	.....	1,173 CU.FT.
RETENTION BASIN 7	.....	116,712 CU.FT.
RETENTION BASIN 8	.....	66,115 CU.FT.
RETENTION BASIN 9	.....	7,942 CU.FT.
RETENTION BASIN 10	.....	22,304 CU.FT.
RETENTION BASIN 11	.....	27,248 CU.FT.
RETENTION BASIN 12	.....	24,244 CU.FT.
U.G. PIPE #1	.....	24,662 CU.FT.
U.G. PIPE #2	.....	8,325 CU.FT.
U.G. PIPE #3	.....	39,663 CU.FT.
U.G. PIPE #4	.....	32,987 CU.FT.
U.G. PIPE #5-#6	.....	38,956 CU.FT.
U.G. PIPE #7-#8	.....	37,228 CU.FT.
U.G. PIPE #9	.....	6,362 CU.FT.
U.G. PIPE #10	.....	38,327 CU.FT.
U.G. PIPE #11-#12	.....	46,731 CU.FT.
U.G. PIPE #13	.....	36,757 CU.FT.
TOTAL PROVIDED	.....	618,041 CU.FT.
TOTAL REQUIRED	.....	616,352 CU.FT.
TOTAL EXCESS	.....	1,689 CU.FT.

### EXISTING LEGEND

CENTERLINE	----
RIGHT OF WAY	-----
PROPERTY LINE	=====
EASEMENT	-----
MAJOR CONTOUR	-----1175-----
MINOR CONTOUR	-----1170-----
SANITARY SEWERLINE	-----SS-----
WATERLINE	-----W-----
UNDERGROUND ELECTRIC	-----UGE-----
UNDERGROUND GAS	-----JGG-----
UNDERGROUND TELEVISION	-----UGTV-----
STORM PIPE	-----18"SD-----
STREET LIGHT	●
TRAFFIC SIGN	⊥
SANITARY SEWER MANHOLE	⊙
WATER VALVE	⊗
FIRE HYDRANT	⊕
STORM DRAIN MANHOLE	⊙

### PROPOSED LEGEND

CENTERLINE	----
RIGHT OF WAY	-----
PROPERTY LINE	=====
CONTOUR	-----76-----
SEWER LINE	-----S-----
WATER LINE	-----W-----
BACKFLOW DEVICE	⊗
WATER METER	⊕
FIRE HYDRANT	⊕
TAPPING SLEEVE & VALVE	⊕
WATER VALVE	⊗
SEWER MANHOLE	⊙
STORM DRAIN MANHOLE	⊙
EXISTING ALLEY ROW TO BE ABANDONED	▨
ABANDONED PROPERTY LINE	-----

### OWNER/DEVELOPER

CORE5 INDUSTRIAL PARTNERS, LLC  
300 SPECTRUM CENTER DRIVE, SUITE 880  
IRVINE, CALIFORNIA 92618  
PHONE: (949) 467-3290  
CONTACT: JON KELLY

### DEVELOPER/ARCHITECT

DEUTSCH ARCHITECTURE GROUP  
4600 E. INDIAN SCHOOL ROAD  
PHOENIX, ARIZONA 85018  
PHONE: (602) 840-2929 x144  
CONTACT: RANDY HILLEBOE  
EMAIL: RHILLEBOE@2929.COM

### CIVIL ENGINEER

HUNTER ENGINEERING, INC.  
10450 N. 74TH STREET, SUITE 200  
SCOTTSDALE, ARIZONA 85258  
PHONE: (480) 991-3985  
CONTACT: JORGE ORTIZ  
EMAIL: JORTIZ@HUNTERENGINEERINGPC.COM

### FEMA CLASSIFICATION

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 2739M (EFFECTIVE REVISED DATE OCTOBER 16, 2013), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X

ZONE: X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

### BENCHMARK (CNCN # 40A)

SECTION 10, T2S,R5E CITY OF CHANDLER BRASS CAP IN HANDHOLE AT THE INTERSECTION OF TUMBLEWEED PARK ROAD AND PIONEER PARKWAY: 1300' SOUTH OF GERMANN ROAD AND 700' WEST OF MCQUEEN ROAD, (NORTHING 827154.945 EASTING 727632.268) ELEVATION 1224.41 (NAVD 88 DATUM)

### BASIS OF BEARING

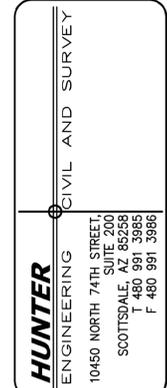
BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 89°19'17" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF AMENDED RESULTS OF SURVEY, RECORDED IN BOOK 66, PAGE 38, MARICOPA COUNTY RECORDS, ARIZONA.

### VICINITY MAP

### ZONING: PAD

### SITE AREAS

NET AREA	
LOT 1 =	7.43 AC
LOT 2 =	3.46 AC
LOT 3 =	12.05 AC
LOT 4 =	11.95 AC
LOT 5 =	8.82 AC
LOT 6 =	8.32 AC
LOT 7 =	19.09 AC
TOTAL NET AREA =	71.12 AC
GROSS AREA	
LOT 1 =	4.97 AC
LOT 2 =	9.03 AC
LOT 3 =	13.51 AC
LOT 4 =	12.56 AC
LOT 5 =	9.83 AC
LOT 6 =	9.77 AC
LOT 7 =	20.59 AC
TOTAL GROSS AREA =	80.26 AC



**PRELIMINARY PLAT COVER SHEET**  
**SCHRADER FARMS BUSINESS PARK PHASES 1 & 2**  
**NWC MCQUEEN RD. & QUEEN CREEK RD.**  
**CHANDLER, ARIZONA 85286**



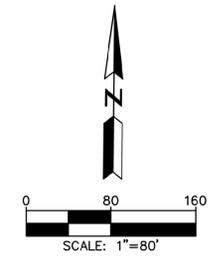
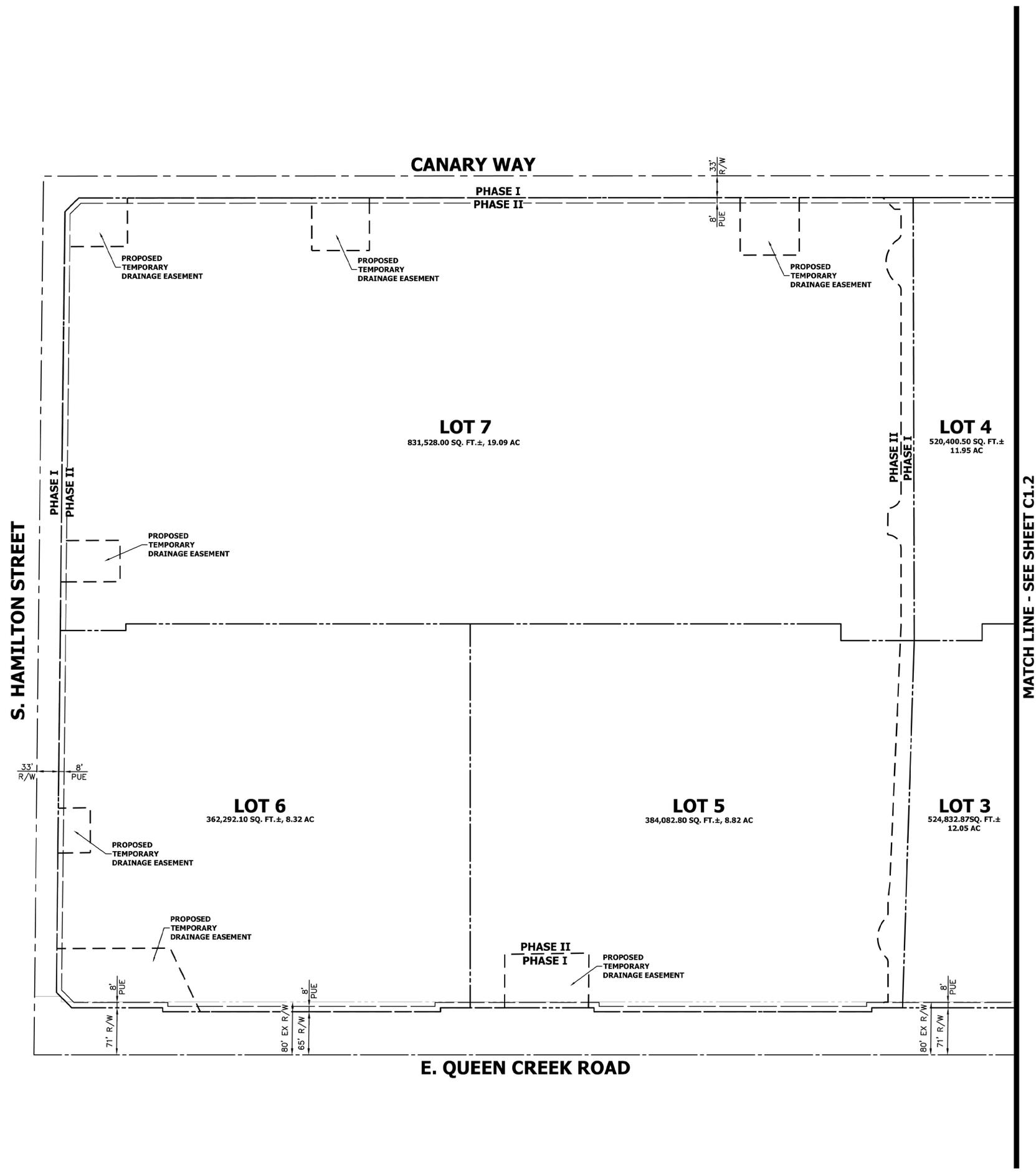
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

**PROJECT NAME:**  
**SCHRADER FARMS BUSINESS PARK**

**HE NO.:** CORE001  
**SCALE:** NTS

**SHEET:**  
**C1.0**

C.O.C LOG NO. PLT20-0020



NO.	DATE	REVISION	BY

PURPOSE: 4TH CITY CONCEPT SUBMITTAL

DESIGN BY: PJM  
 DRAWN BY: CCG  
 CHECKED BY: JAO

**HUNTER**  
 ENGINEERING  
 CIVIL AND SURVEY  
 10450 NORTH 74TH STREET,  
 SUITE 200  
 SCOTTSDALE, AZ 85258  
 T 480 991 3985  
 F 480 991 3986



**PRELIMINARY PLAT**  
 FOR  
**SCHRADER FARMS BUSINESS PARK PHASES 1 & 2**  
**NWC MCQUEEN RD. & QUEEN CREEK RD.**  
**CHANDLER, ARIZONA 85286**



THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

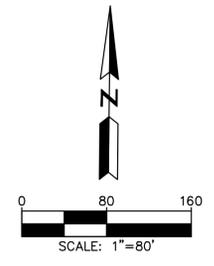
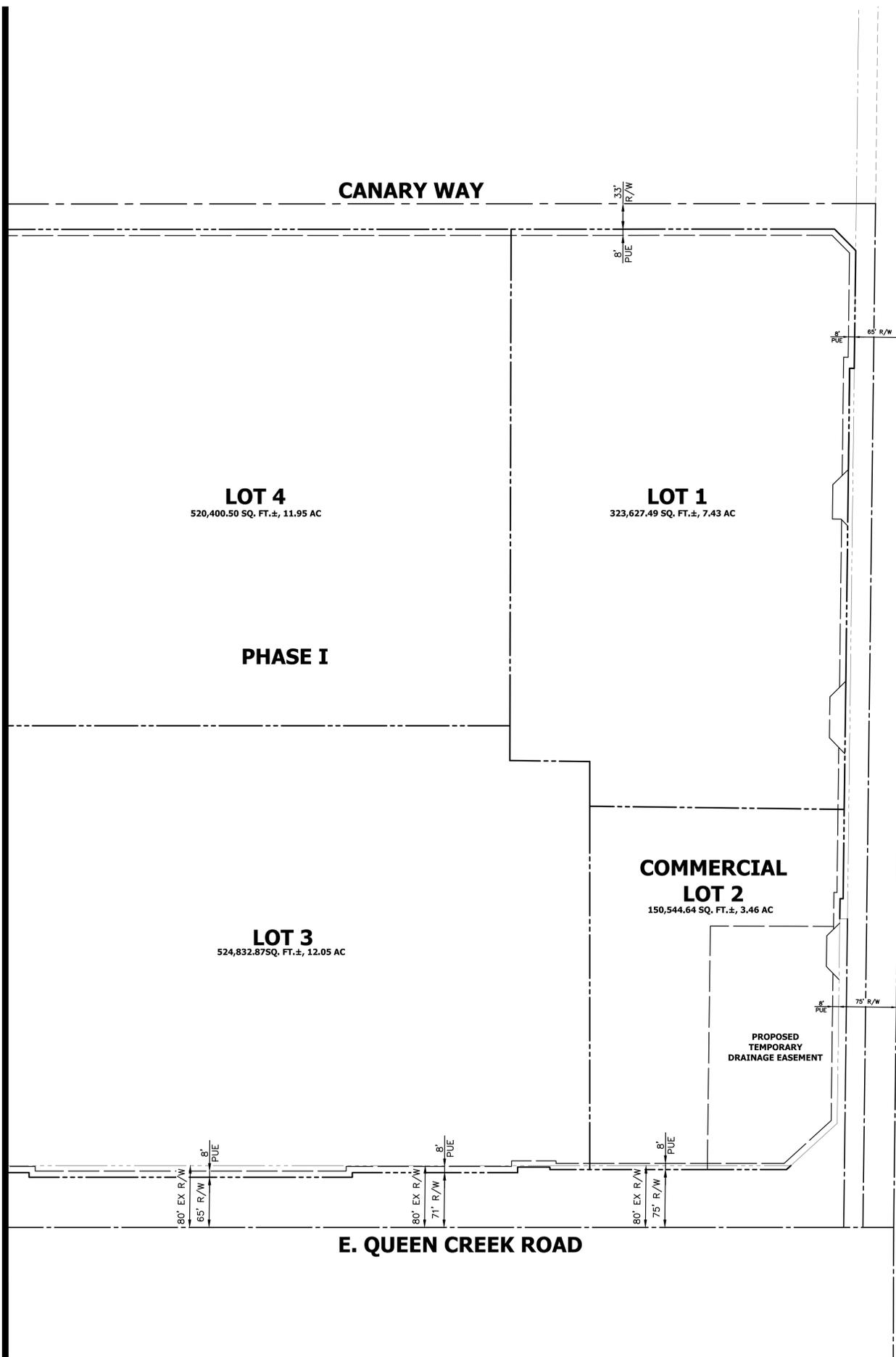
PROJECT NAME:  
**SCHRADER FARMS BUSINESS PARK**

HE NO.: CORE001  
 SCALE: 1"=80'

SHEET:  
**C1.1**

C.O.C LOG NO. PLT20-0020

MATCH LINE - SEE SHEET C1.1



NO.	DATE	REVISION	BY

DESIGN BY: RJM  
 DRAWN BY: COC  
 CHECKED BY: JAO

**HUNTER**  
 ENGINEERING  
 CIVIL AND SURVEY  
 10450 NORTH 74TH STREET,  
 SUITE 200  
 SCOTTSDALE, AZ 85258  
 T 480 991 3986  
 F 480 991 3986



**PRELIMINARY PLAT  
 FOR  
 SCHRADER FARMS BUSINESS PARK PHASES 1 & 2  
 NWC MCQUEEN RD. & QUEEN CREEK RD.  
 CHANDLER, ARIZONA 85286**



THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:  
**SCHRADER FARMS BUSINESS PARK**

HE NO.: CORE001  
 SCALE: 1"=80'

SHEET:  
**C1.2**

C.O.C LOG NO. PLT20-0020

**D. Walls and Entry Monumentation**

Proper screening of the parking areas will be accomplished through earthen berms and decorative walls that have been designed to complement the building and utilizing varying colors and textures arranged in an attractive design. *See Exhibit 8, Screen Wall Plan and Elevations.*

**E. Development Standards**

Core5 is proposing the following development standards:

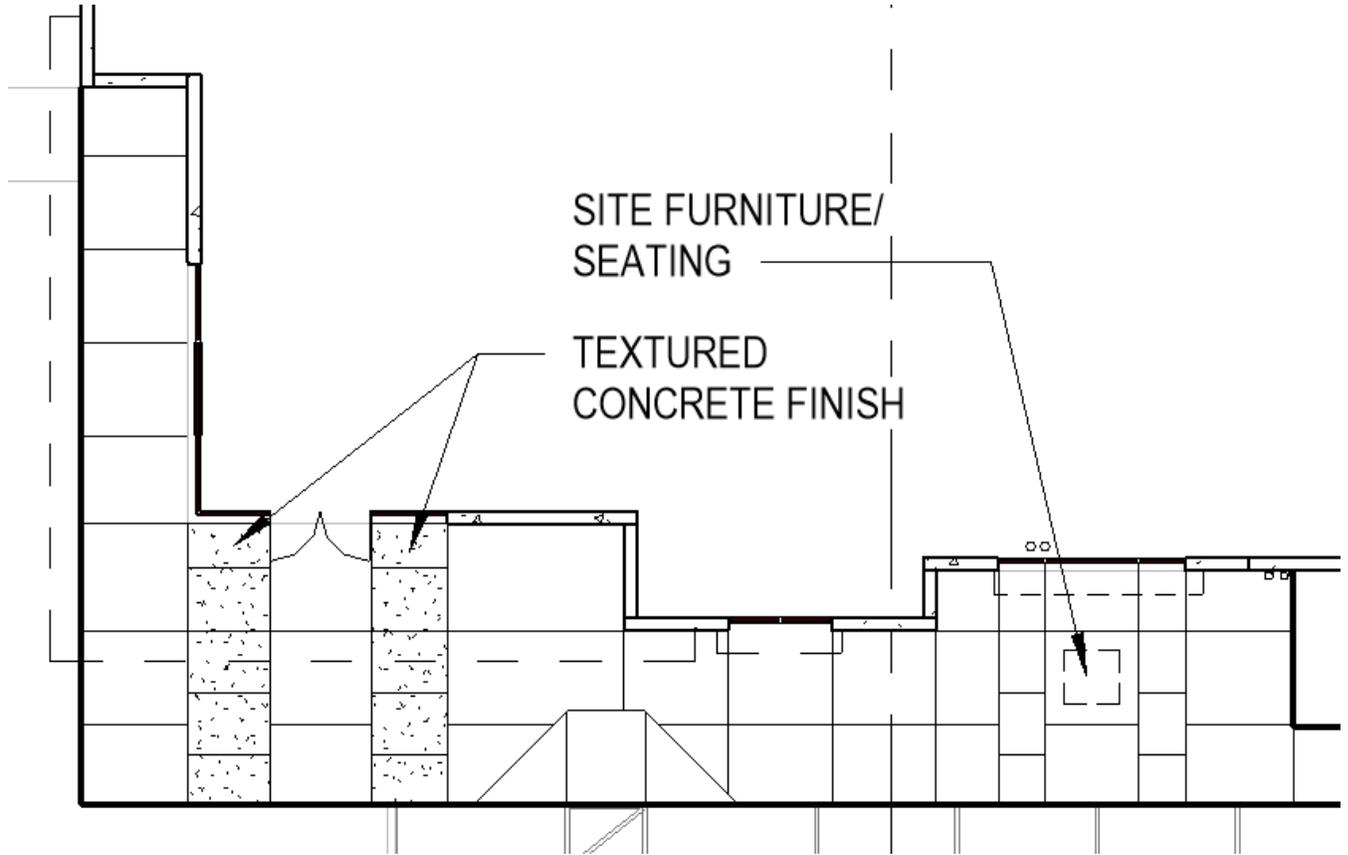
<b>Regulation</b>	<b>Development Standard</b>
Building Height (max.)	50 ft., inclusive of parapet walls, mechanical equipment, and screening
<b>Building Setback (min.)*</b>	
- Front (Queen Creek Rd.)	30 ft.
- Side (McQueen Rd.)	20 ft.
- Side (west)	20 ft.
- Rear (north)	20 ft.
<b>Landscape Setback (min.)</b>	
- Front (Queen Creek Rd.)	30 ft.
- Side (McQueen Rd.)	20 ft.
- Side (west)	20 ft.
- Rear (north)	20 ft.
Lot Coverage (max.)	55 %
Perimeter Parking Screen Wall Height (max.)	4 ft.
Interior Wall Height (max.)	16 ft.
Additional Standards:	
Landscape Setback	
Queen Creek Road and Hamilton Road	
-- 50 ft. x 250 ft. along Queen Creek Road	
-- 30 ft. x 100 ft. along Hamilton Road	
McQueen Road and future collector street	
-- 50 ft. x 100 ft. along McQueen Road	
-- 30 ft. x 100 ft. along future collector street	
*Building setbacks shall apply to parking canopies. Primary building setbacks shall substantially conform to <i>Exhibit 3, Conceptual Site Plan.</i>	

**F. Circulation**

Schrader BP has been planned to ensure efficient on-site circulation and appropriate access to the public street system surrounding the Site. Access to Site will occur as follows:

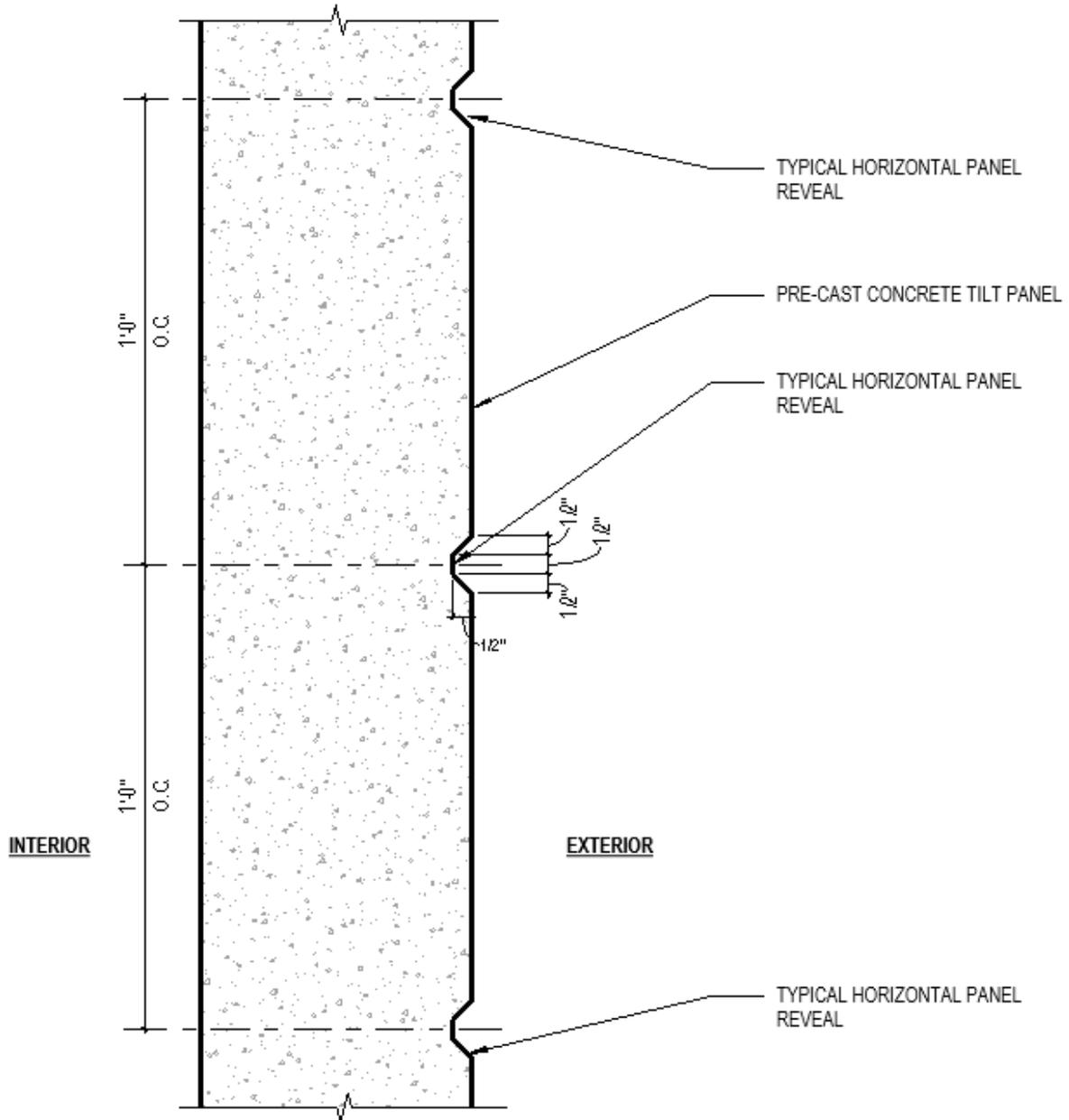
- Three driveways along McQueen Road (east), four driveways along Queen Creek Road (south), three driveways along the future collector ½ street (north), and two along the future Hamilton Street ½ street (west).
- McQueen Road is an arterial street with three lanes in each direction, a center median, bike lanes, and sidewalks contained within an approximately 130 feet right-of-way.
- Queen Creek Road is also an arterial street with three lanes in each direction, a center median, bike lanes, and sidewalks contained within an approximately 160 feet right-of-way.

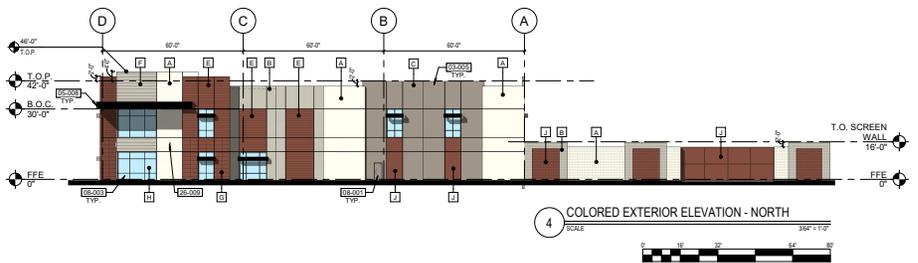
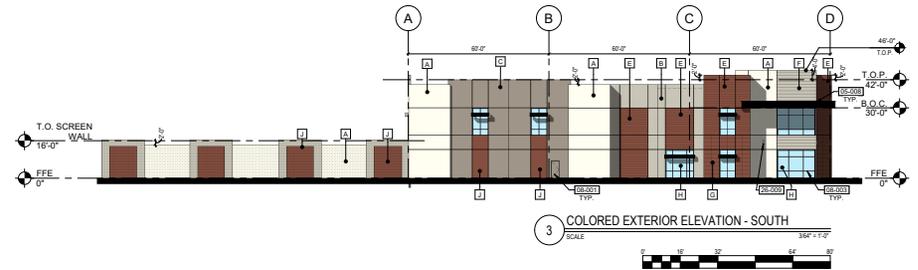
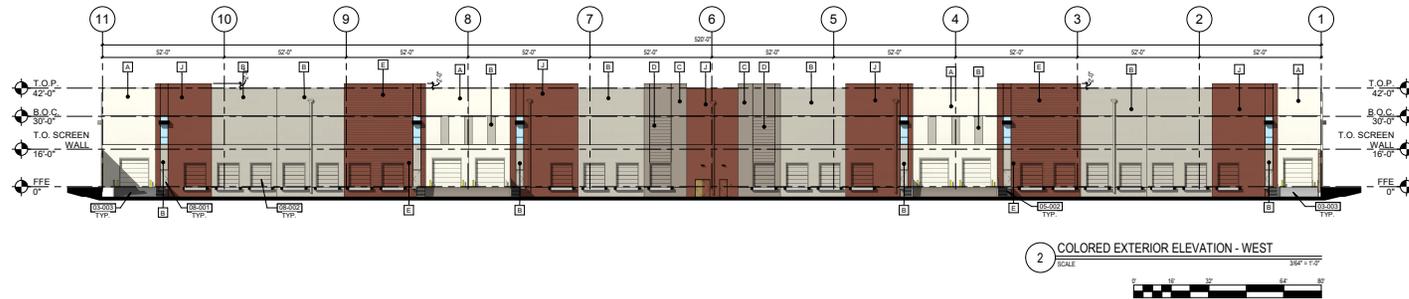
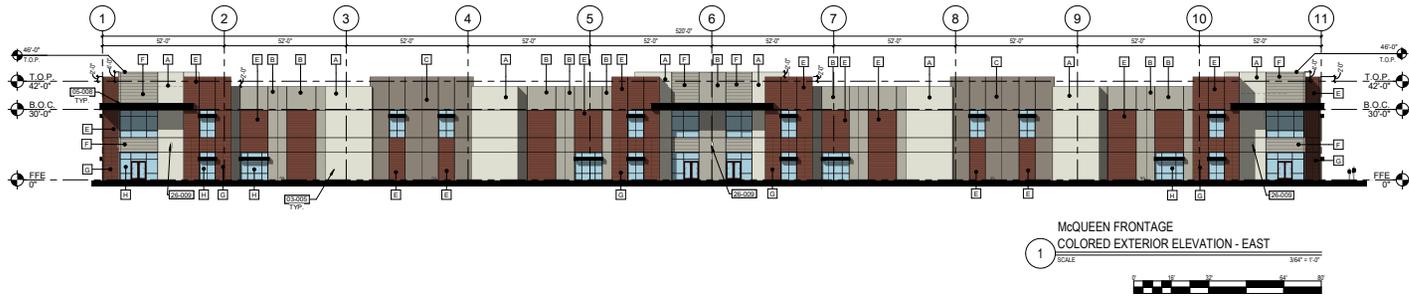
### CONCRETE ENTRY FEATURE (TYPICAL)



## TILT PANEL REVEAL PROFILE (TYPICAL)

PROPOSED TILT PANEL HORIZONTAL REVEAL AT 12" O.C. IN ACCENT AREAS:





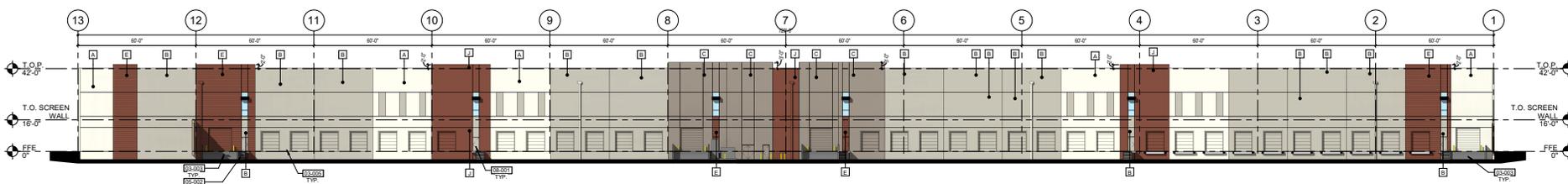
KEYNOTES	
(S-30)	NEW CONCRETE BUILDING ACCESS RAMP - REFER TO STRUCTURAL
(S-35)	CONCRETE TILT PANELS WITH VERTICAL AND HORIZONTAL REVEALS - PAINTED
(S-36)	METAL STAIRS AND HANDRAILS - PAINTED
(S-38)	DECORATIVE METAL CANOPY - PAINTED - REFER TO STRUCTURAL
(S-39)	PULLDOWN METAL DOOR AND FRAME - PAINTED
(S-40)	OVERHEAD SECTIONAL DOOR - PAINTED
(S-41)	DOOR FRAME AND STOP/START SYSTEM WITH ANODIZED ALUMINUM FRAME
(S-50)	WALL SOURCE REFER TO ELECTRICAL

EXTERIOR MATERIAL LEGEND			
A	DUNN EDWARDS PAINT DET359 CARBURA	F	DUNN EDWARDS PAINT S5418 CHERRY COLA (WITH REVEALS AT 12" O.C.)
B	DUNN EDWARDS PAINT DET359 CARBURA	G	DUNN EDWARDS PAINT DET359 CARBURA
C	DUNN EDWARDS PAINT DET359 CARBURA	H	DUNN EDWARDS PAINT DET359 CARBURA
D	DUNN EDWARDS PAINT DET359 CARBURA	I	DUNN EDWARDS PAINT DET359 CARBURA
		J	DUNN EDWARDS PAINT DET359 CARBURA
		K	DUNN EDWARDS PAINT DET359 CARBURA
		L	DUNN EDWARDS PAINT DET359 CARBURA
		M	DUNN EDWARDS PAINT DET359 CARBURA
		N	DUNN EDWARDS PAINT DET359 CARBURA
		O	DUNN EDWARDS PAINT DET359 CARBURA
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		U	DUNN EDWARDS PAINT DET359 CARBURA
		V	DUNN EDWARDS PAINT DET359 CARBURA
		W	DUNN EDWARDS PAINT DET359 CARBURA
		X	DUNN EDWARDS PAINT DET359 CARBURA
		Y	DUNN EDWARDS PAINT DET359 CARBURA
		Z	DUNN EDWARDS PAINT DET359 CARBURA
		AA	DUNN EDWARDS PAINT DET359 CARBURA
		AB	DUNN EDWARDS PAINT DET359 CARBURA
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		BE	DUNN EDWARDS PAINT DET359 CARBURA
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		BH	DUNN EDWARDS PAINT DET359 CARBURA
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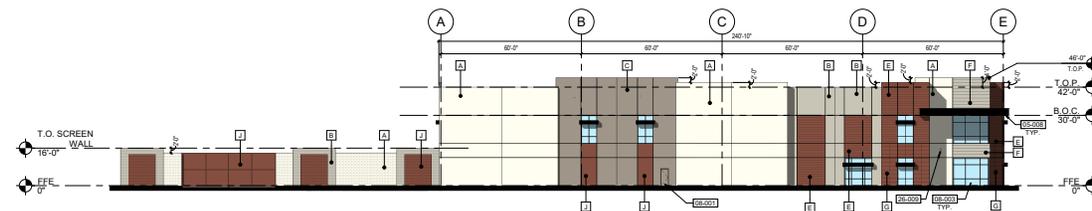
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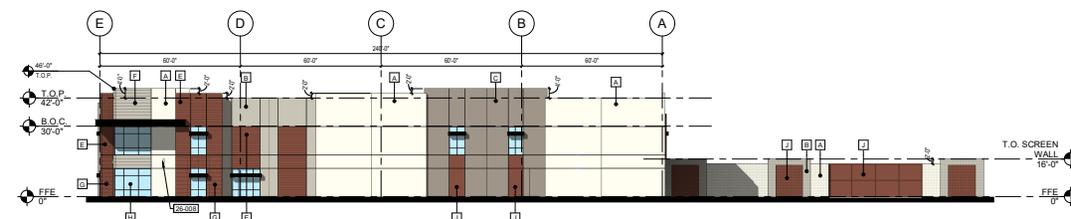
1 EXTERIOR ELEVATION - SOUTH  
SCALE: 3/8" = 1'-0"



2 EXTERIOR ELEVATION - NORTH  
SCALE: 3/8" = 1'-0"



3 EXTERIOR ELEVATION - WEST  
SCALE: 3/8" = 1'-0"



4 EXTERIOR ELEVATION - EAST  
SCALE: 3/8" = 1'-0"

**KEYNOTES**

- 15-00 NEW CONCRETE BUILDING ACCESS RAMP. REFER TO STRUCTURAL
- 15-02 CONCRETE TILT PANEL WITH VERTICAL AND HORIZONTAL REVEALS. PAINTED
- 15-03 METAL STAIRS AND HANDRAILS. PAINTED
- 15-04 DECORATIVE METAL CANYON. PAINTED. REFER TO STRUCTURAL
- 15-05 POLYLOW METAL DOORS AND FRAME. PAINTED
- 15-06 DOUBLE FRAME GLASS STOREFRONT SYSTEM WITH ANODIZED ALUM. FRAME
- 15-08 NOT TRANSPARENT. REFER TO ELECTRICAL DRAWINGS
- 15-09 WALL SOUNE. REFER TO ELECTRICAL

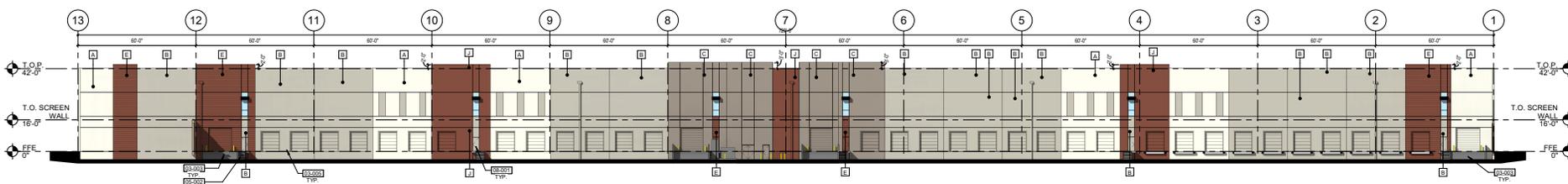
**EXTERIOR MATERIAL LEGEND**

A DUNN EDWARDS PAINT 62146 WHITE POKOT FENCE	E DUNN EDWARDS PAINT 85416 CHERRY COLA (WITH REVEALS AT 12" O.C.)	H DUNN EDWARDS PAINT 85416 CHERRY COLA
I DUNN EDWARDS PAINT 85200 POROUS STONE (WITH REVEALS AT 12" O.C.)	J DUNN EDWARDS PAINT 85200 POROUS STONE (WITH REVEALS AT 12" O.C.)	K DUNN EDWARDS PAINT 85200 POROUS STONE (WITH REVEALS AT 12" O.C.)
L DUNN EDWARDS PAINT 62128 BARNWOOD GRAY	M DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)	N DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)
O DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)	P DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)	Q DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)
R DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)	S DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)	T DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)
U DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)	V DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)	W DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)
X DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)	Y DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)	Z DUNN EDWARDS PAINT 62128 BARNWOOD GRAY (WITH REVEALS AT 12" O.C.)

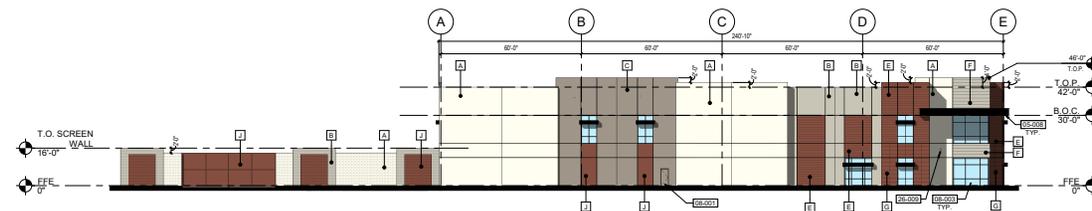
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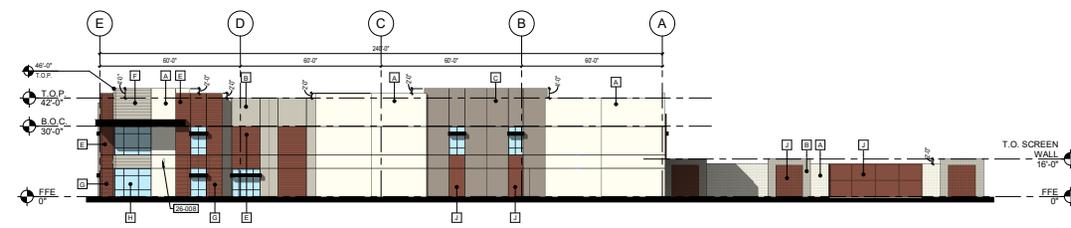
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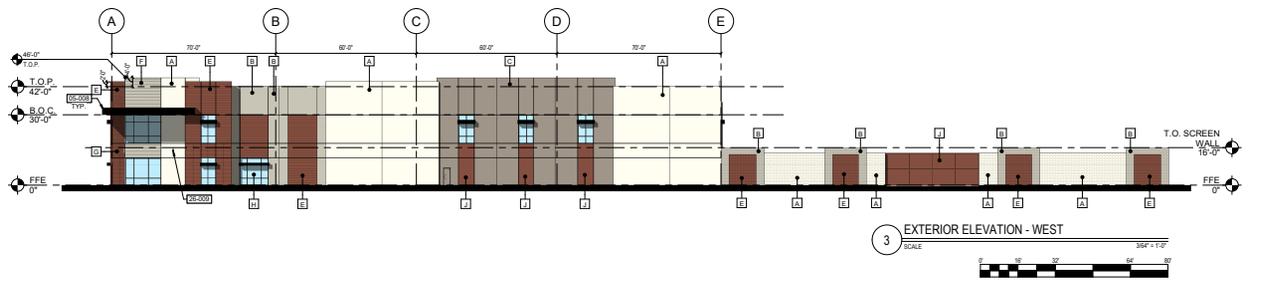
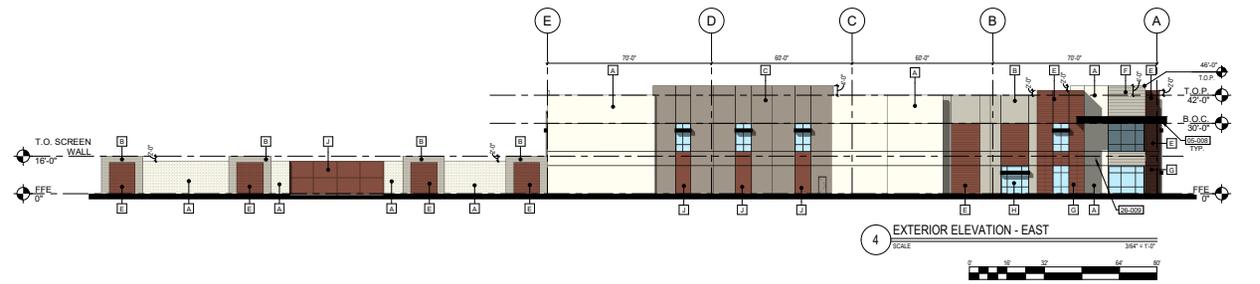
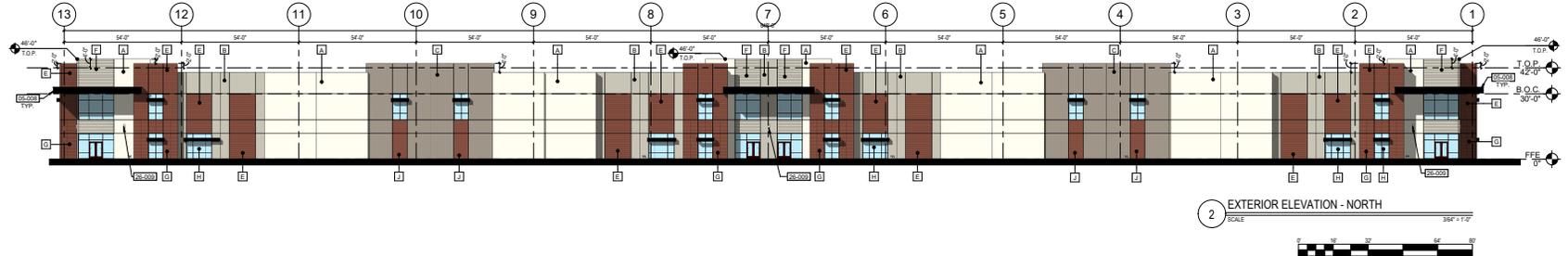
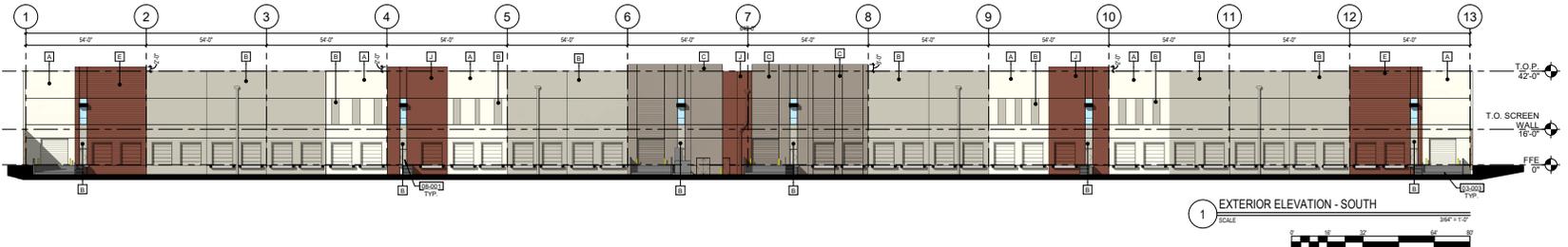
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- 15-08 NORTH TRANSPARENT REFER TO ELECTRICAL DRAWINGS
- 15-09 WALL SOUNDRY REFER TO ELECTRICAL

**EXTERIOR MATERIAL LEGEND**

<b>A</b> DUNN EDWARDS PAINT 62146 WHITE POKAY FENCE	<b>E</b> DUNN EDWARDS PAINT 85416 CHERRY COLA (WITH REVEALS AT 12" O.C.)	<b>H</b> DUNN EDWARDS PAINT 85416 CHERRY COLA
<b>B</b> DUNN EDWARDS PAINT 85200 POROUS STONE (WITH REVEALS AT 12" O.C.)	<b>F</b> DUNN EDWARDS PAINT 85200 POROUS STONE (WITH REVEALS AT 12" O.C.)	<b>I</b> DUNN EDWARDS PAINT 62146 CHERRY COLA
<b>C</b> DUNN EDWARDS PAINT 62146 CHERRY COLA	<b>G</b> DUNN EDWARDS PAINT 62146 CHERRY COLA (WITH REVEALS AT 12" O.C.)	<b>J</b> DUNN EDWARDS PAINT 62146 CHERRY COLA
<b>D</b> DUNN EDWARDS PAINT 62146 CHERRY COLA (WITH REVEALS AT 12" O.C.)	<b>K</b> DUNN EDWARDS PAINT 62146 CHERRY COLA (WITH REVEALS AT 12" O.C.)	<b>L</b> DUNN EDWARDS PAINT 62146 CHERRY COLA (WITH REVEALS AT 12" O.C.)
<b>M</b> DUNN EDWARDS PAINT 62146 CHERRY COLA (WITH REVEALS AT 12" O.C.)	<b>N</b> DUNN EDWARDS PAINT 62146 CHERRY COLA (WITH REVEALS AT 12" O.C.)	<b>O</b> DUNN EDWARDS PAINT 62146 CHERRY COLA (WITH REVEALS AT 12" O.C.)

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**KEYNOTES**

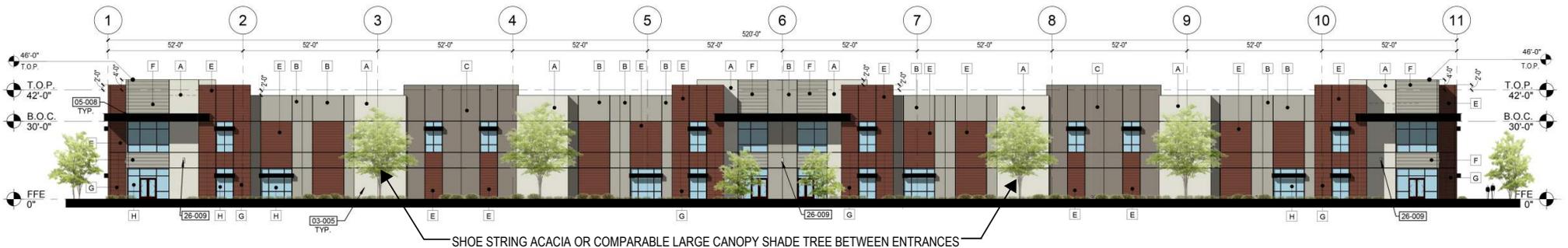
03-00	NEW CONCRETE BUILDING ACCESS RAMP. REFER TO STRUCTURAL.
05-00	DECORATIVE METAL CANNOPY. PAINTED. REFER TO STRUCTURAL.
08-00	FOLLOW THE DOOR AND FRAME. PAINTED.
38-00	WALL SCOPE REFER TO ELECTRICAL.

**EXTERIOR MATERIAL LEGEND**

<b>A</b> DUAN EDWARDS PAINT DE TRAH WHITE PORET FENCE	<b>E</b> DUAN EDWARDS PAINT DEARIE CHERRY COLOA (WITH REVEALS AT 12" O.C.)	<b>I</b> DUAN EDWARDS PAINT DEARIE CHERRY COLOA
<b>B</b> DUAN EDWARDS PAINT DESIGN POROUS STONE	<b>F</b> DUAN EDWARDS PAINT DESIGN POROUS STONE (WITH REVEALS AT 12" O.C.)	<b>J</b> DUAN EDWARDS PAINT DESIGN POROUS STONE (WITH REVEALS AT 12" O.C.)
<b>C</b> DUAN EDWARDS PAINT DESIGN POROUS STONE	<b>G</b> TFC: SALT TIE SQUARE TUBESTRENGTH COPPER TPANEL, 20x19 ST. JACKSON PATTERN	<b>K</b> STONEFRONT SYSTEM: F INSULATED GLAZING, PPG ALUMASOLARBAN 70 IN DARK BRONZE ANODIZED ALUMINUM FRAME
<b>D</b> DUAN EDWARDS PAINT DESIGN POROUS STONE (WITH REVEALS AT 12" O.C.)		

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THEY ARE PART OF THE OVERALL DESIGN PROCESS THAT ULTIMATELY LEADS TO MORE DETAILED DRAWINGS. BUT THE INFORMATION DEPICTED IN THESE DESIGNS IS INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE CONCEPTUAL AND SCHEMATIC DESIGN/RENDERINGS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ARCHITECT IS PROHIBITED.





McQUEEN FRONTAGE  
 COLORED EXTERIOR ELEVATION - EAST

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COPYRIGHT DEUTSCH ARCHITECTURE GROUP 2020.  
 CONCEPTUAL DESIGNS PROVIDED ARE DIAGRAMMATIC IN NATURE,  
 ARE FOR INFORMATIONAL PURPOSES ONLY AND CAN BE SUPERSEDED  
 BY VARIOUS ITERATIONS WITHOUT NOTICE. CONCEPTUAL AND  
 SCHEMATIC DESIGN INFORMATION DOES NOT COMMUNICATE THE FULL  
 INTENT OF THE DESIGN NOR DO THEY REPRESENT CONTRACTUAL DRAWINGS  
 IN ANY FORM. USE OF CONCEPT AND SCHEMATIC DESIGNS FOR ANY OTHER  
 PURPOSES THAN THEIR INTENDED USE AS DEFINED BY THE ARCHITECT IS PROHIBITED.

SCHRADER FARMS - BUILDING A

6/15/21  
 DEUTSCH PROJECT #: 19183.00



**City Council Memorandum    Development Services    Memo No. CC21-033**

**Date:** June 21, 2021  
**To:** Mayor and Council  
Joshua H. Wright, Acting City Manager  
Debra Stapleton, Assistant City Manager  
**Thru:** Derek Horn, Development Services Director  
**From:** Lauren Schumann, Senior Planner  
**Subject:** PLH20-0072/PLT21-0016 Chandler Airpark Technology Center

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**Proposed Motion:**

Move City Council continue PLH20-0072/PLT21-0016 Chandler Airpark Technology Center, located at the southwest corner of Gilbert Road and Insight Way, to the August 12, 2021, City Council meeting, as recommended by Planning and Zoning Commission.

**Background/Discussion**

At the June 2, 2021, Planning and Zoning Commission meeting, Commission continued the case to the July 21, 2021, meeting for the purpose of holding a Design Review Committee meeting to address designs concerns regarding building elevations and landscaping.

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**Attachments**

Vicinity Maps

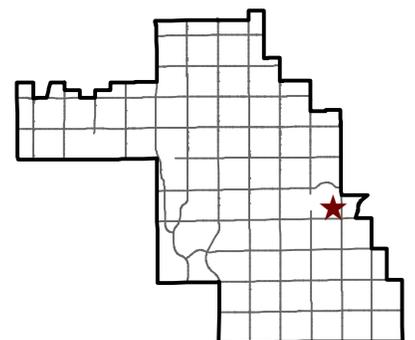


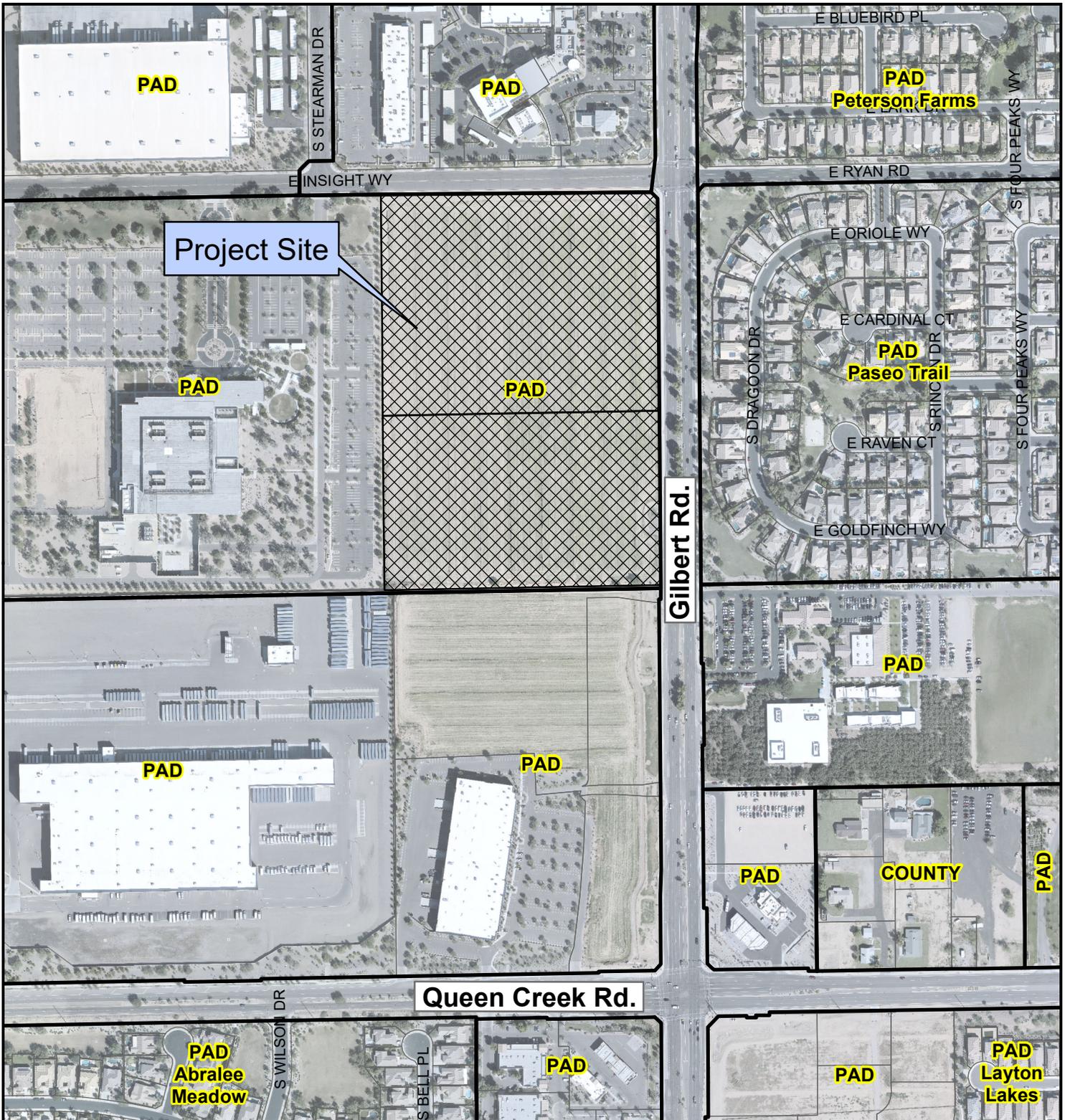
 **PLH20-0072 /PLT21-0016 Chandler Airpark Technology Center**

**Proposed Project Details**  
 PDP  
 26.2 acres  
 Industrial/Office (Future)



City of Chandler Planning Division  
[chandleraz.gov/planning](http://chandleraz.gov/planning)  
 For more information visit:  
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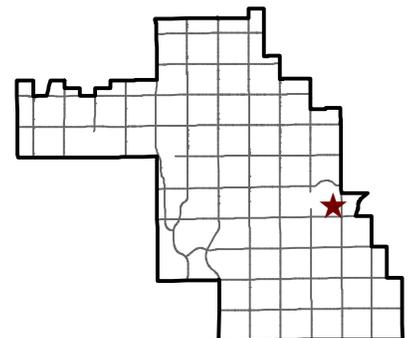


**PLH20-0072 /PLT21-0016 Chandler Airpark Technology Center**

Proposed Project Details  
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**City Council Memorandum    Development Services    Memo No. 21-031**

**Date:** June 21, 2021  
**To:** Mayor and Council  
Joshua H. Wright, Acting City Manager  
**Thru:** Debra Stapleton, Assistant City Manager  
Derek D. Horn, Development Services Director  
**From:** Benjamin Cereceres, City Planner  
**Subject:** PLH20-0069 Chandler Corporate Center Lots 8 & 10

---

**Proposed Motion:**

Move City Council continue PLH20-0069 Chandler Corporate Center Lots 8 & 10, located north of the northwest of Chandler Boulevard and McClintock Drive, to the August 12, 2021, City Council meeting, as recommended by Planning and Zoning Commission.

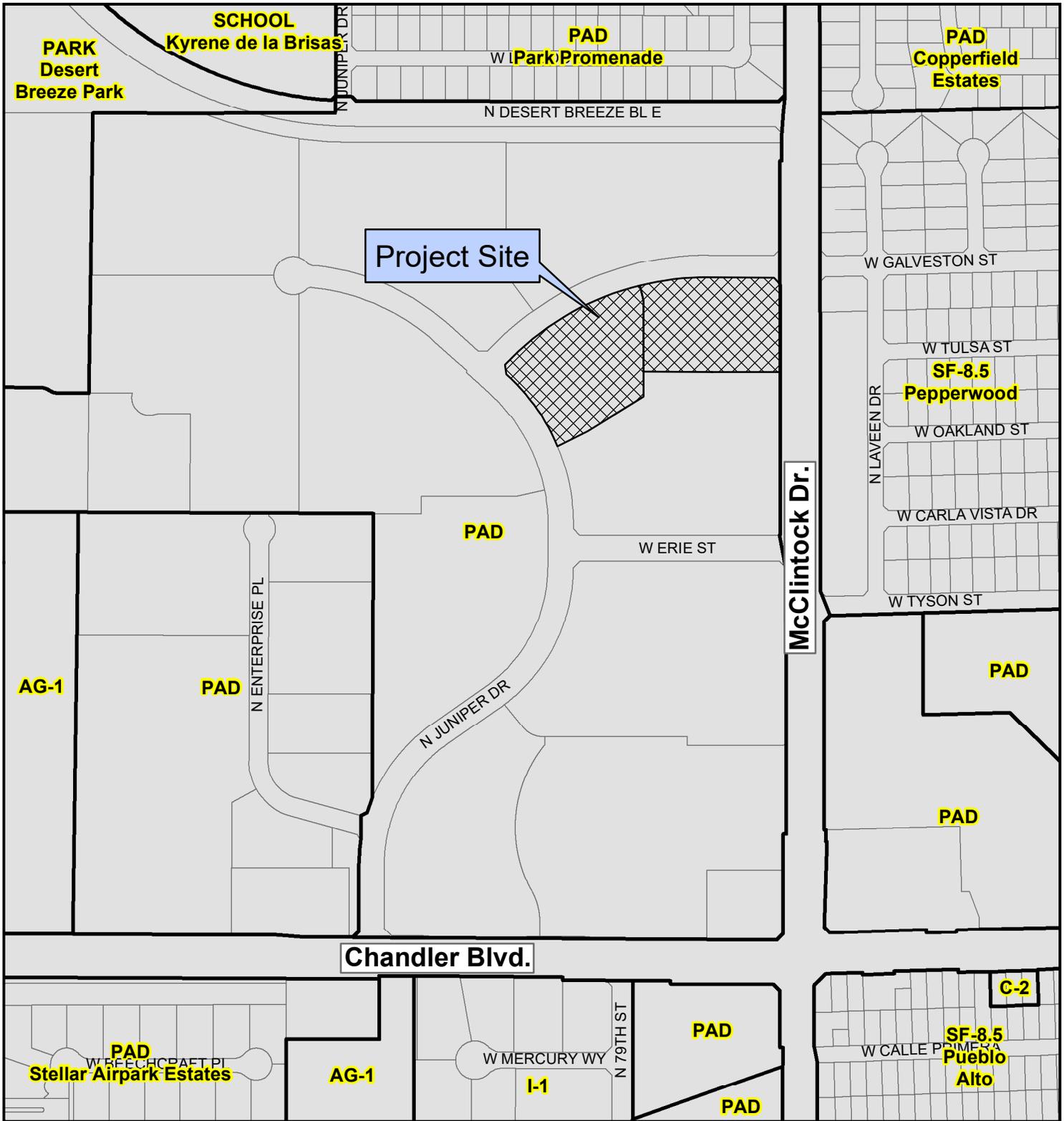
**Background/Discussion**

At the June 2, 2021, Planning and Zoning Commission meeting, Commission continued the case to the July 21, 2021, meeting for the purpose of holding a Design Review Committee meeting to address designs concerns regarding building elevations and landscaping.

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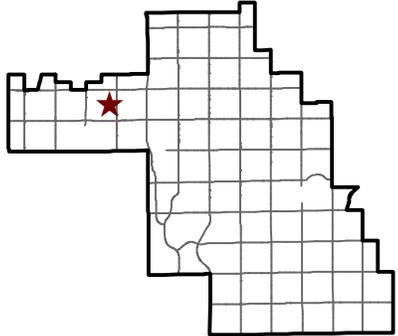
**Attachments**

Vicinity Maps

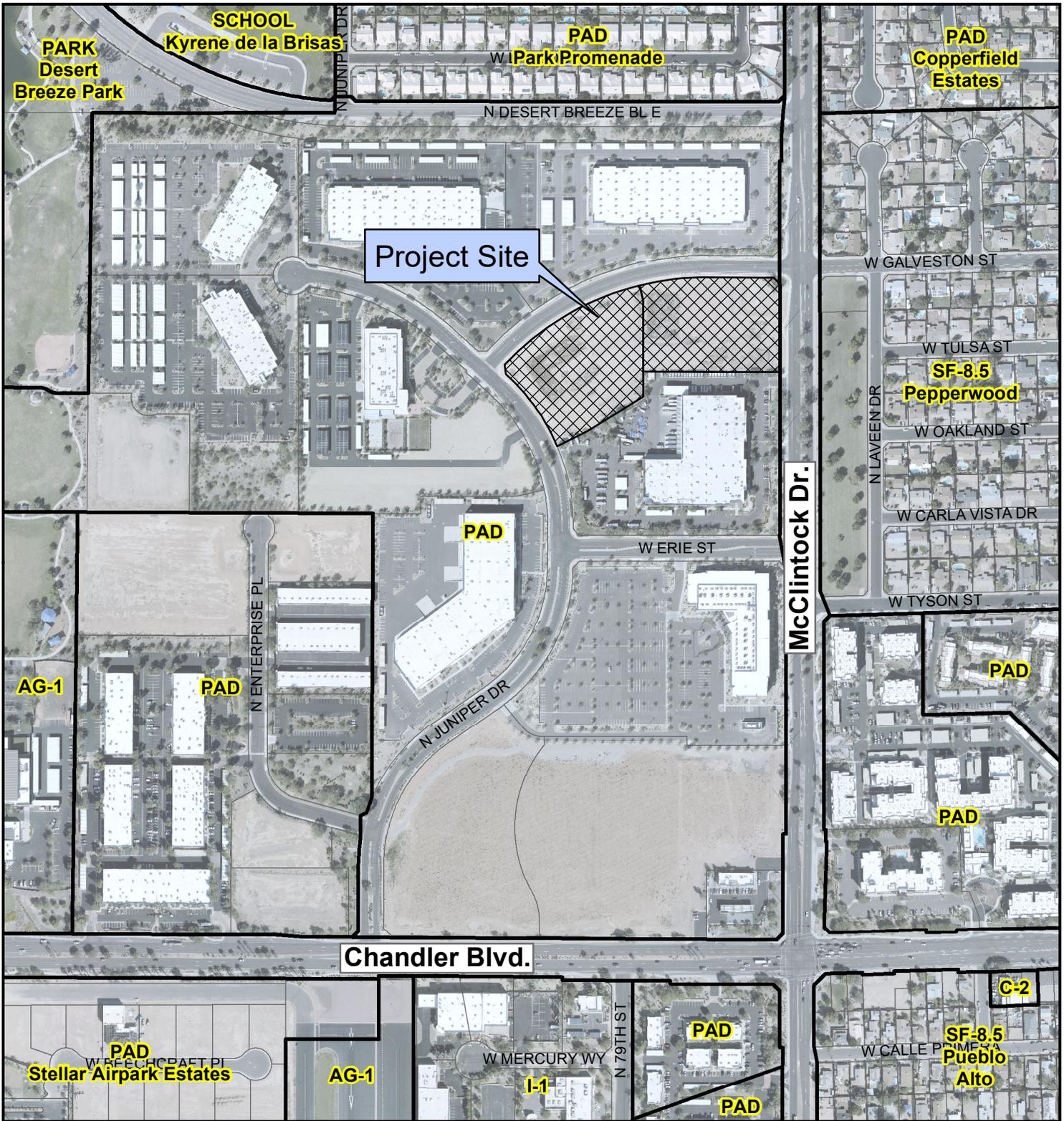


 **PLH20-0069 Chandler Corporate Center Lots 8 & 10**

**Proposed Project Details**  
**Preliminary Development Plan (PDP)**  
**6.05 Acres**  
**Industrial (Future)**

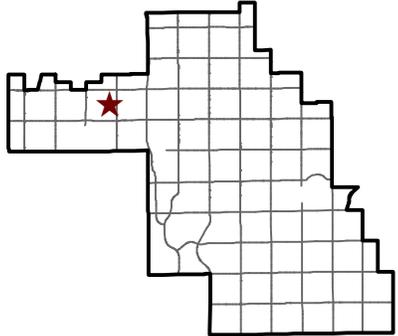


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 **PLH20-0069 Chandler Corporate Center Lots 8 & 10**

**Proposed Project Details**  
**Preliminary Development Plan (PDP)**  
**6.05 Acres**  
**Industrial (Future)**



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**City Council Memorandum      Facilities and Fleet      Memo No. N/A**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
 Debra Stapleton, Assistant City Manager  
**From:** Mike Hollingsworth, Facilities & Fleet Manager  
**Subject:** Agreement No. BF6-910-3566, Amendment No. 3, with Arizona Elevator Solutions, Inc., for Elevator Maintenance Repair and Service

**Proposed Motion:**

Move City Council approve Agreement No. BF6-910-3566, Amendment No. 3, with Arizona Elevator Solutions, Inc., for elevator maintenance repair and service, increasing the spending limit by \$250,000, for a revised amount not to exceed \$315,150, for the existing term ending August 31, 2021.

**Background/Discussion:**

Building and Facilities is responsible for the repair and maintenance of twenty-six (26) elevators located in eighteen (18) buildings. These elevators require monthly inspections and maintenance to keep them safe and performing to their optimum level. This contract will provide for repairs to elevators as needed. In addition, this contract will provide for planned capital improvements to those elevators needing major repair or refurbishment. Elevator capital improvement projects considered for FY 2021/22 are the Main Library and Main Police Department buildings. All technicians are factory trained on all elevators manufactures currently found in City buildings.

**Evaluation:**

On August 19, 2015, the City approved an agreement with Arizona Elevator Solutions, Inc., for elevator maintenance repair and service, for a two-year term, with the option of up to two (2) two-year extensions. City Council approved agreement extensions from September 1, 2017, through August 31, 2019, and September 1, 2019, through August 31, 2021. The current term of the agreement is still in effect, however, staff is requesting an increase to the spending limit that was previously approved. All other terms of the original agreement remain unchanged.

**Fiscal Impact**

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3200.5410	General Fund	N/A	\$65,000	N
401.3210.6210.6BF628	General Government Capital Projects	Existing City Building Renovations	\$185,000	Y

**Attachments**





City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: June 24, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
ELEVATOR MAINTENANCE, REPAIR & SERVICE  
CITY OF CHANDLER AGREEMENT NO. BF6-910-3566**

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 Arizona Elevator Solutions, Inc., (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 elevator maintenance, repair and service (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2015, through August 31, 2017, with the option of up to two two-year extensions; and

WHEREAS, the term of the Agreement was extended September 1, 2017, through August 31, 2019; with the option of one two-year extension; and

WHEREAS, the term of the Agreement was extended September 1, 2019, through August 31, 2021 and

WHEREAS, the Parties wish to add additional funds to the current term of the Agreement.

**AGREEMENT**

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section 4, Price is amended to increase the annual spending limit by \$250,000, for a revised not to exceed amount of \$315,150 for the term ending August 31, 2021, per pricing set forth in Exhibit B of Amendment 2, which is incorporated into and made a part of this Amendment No. 3 by this reference.

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 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: Scott Brugh

Its: VP of Sales

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney *MMS*

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



**City Council Memorandum    Facilities and Fleet    Memo No. N/A**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
Debra Stapleton, Assistant City Manager  
**From:** Mike Hollingsworth, Facilities & Fleet Manager  
**Subject:** Agreement No. FS2-928-4310, Auto Body Repair Service

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**Proposed Motion:**

Move City Council approve Agreement No. FS2-928-4310, with Allard Collision, LLC, and Arizona Truck and Coach, LLC, for auto body repair service, in a combined amount not to exceed \$250,000, for the period of July 1, 2021, through June 30, 2022, with the option of up to four one-year extensions.

**Background/Discussion:**

Body repairs and painting services are important facets of automotive repair and maintenance. These services repair collision damage caused by third parties and employees, as well as maintain the safe operation and appearance of the City's fleet. Modern vehicle bodies require advanced shop equipment, specialized fabrication, and technical skills due to the use of advanced materials and components.

**Evaluation:**

On March 12, 2021, City Staff issued Request for Proposal No. FS2-928-4310 for auto body repair service. Notification was sent to all registered vendors. Four proposals were received from the following offerors:

Ace Auto Collision, Inc.  
Allard Collision, LLC  
Arizona Truck and Coach, LLC  
Autobahn Collision, LLC

The Evaluation Committee assessed each of the proposals and recommends the contract award to Allard Collision, LLC, and Arizona Truck and Coach, LLC. Both submitted the most advantageous proposals to the City in accordance with the evaluation criteria.

The term of this Agreement is one year, July 1, 2021 through June 30, 2022, with the option of up to four one-year extensions.

**Financial Implications:**

Funds for auto body repair service will come from Insured Liability Claims/Self-Insurance.

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**Fiscal Impact**

<b>Account No.</b>	<b>Fund Name</b>	<b>Program Name</b>	<b>Dollar Amount</b>	<b>CIP Funded</b>	<b>Y/N</b>
737.1311.5414.0.0.0	Insured Liability Self Insurance	N/A	\$250,000	N	

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**Attachments**

Arizona Truck & Coach Agreement  
Allard Agreement



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: \_\_\_\_\_

**CITY OF CHANDLER SAMPLE SERVICES AGREEMENT  
AUTO BODY REPAIR SERVICE  
CITY OF CHANDLER AGREEMENT NO. FS2-928-4310**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Arizona Truck & Coach, LLC, an Arizona S-Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 20\_\_\_\_(Effective Date).

**RECITALS**

- A. City proposes to purchase auto body repair service as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

**SECTION I: DEFINITIONS**

For purposes of this Agreement, the following definitions apply:

**Agreement** means the legal agreement executed between the City and the Contractor

**City** means the City of Chandler, Arizona

**Contractor** means the individual, partnership, or corporation named in the Agreement

**Days** means calendar days

**May, Should** means something that is not mandatory but permissible

**Shall, Will, Must** means a mandatory requirement

**SECTION II: CONTRACTOR'S SERVICES**

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

### **SECTION III: PERIOD OF SERVICE**

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one-year (s) and begins on July 1, 2021 and ends on June 30, 2022 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one-year (s) 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 as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$250,000, including all companion agreements. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

### **SECTION V: GENERAL CONDITIONS**

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right

to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform

pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

**For the City**

Name: Juan Martinez  
Title: Acting Supply Supervisor  
Address 975 E. Armstrong Way, Bldg. I  
Chandler, AZ 85286  
Phone: 480-782-2416  
Email: Juan.Martinez@chandleraz.gov

**For the Contractor**

Name: Loretta Walker  
Title: Owner  
Address: 400 E Ray Rd. Bldg. B Chandler, AZ  
85225  
Phone: 480-898-9606  
Email: Lo@aztruckpaint.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City,

throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement

without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event

the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**FOR THE CITY**

**FOR THE CONTRACTOR**

By: \_\_\_\_\_

By: Loretta Walker

Its: Mayor

Its: Owner/Admin

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney



**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A TO AGREEMENT  
SCOPE OF SERVICES**

ICAR/SAE certified technicians are preferred.

Types of vehicles to be serviced under contract(s):

Category 1

Sedans  
Pickups  
Vans

Category 2

Medium duty trucks  
Heavy duty trucks  
Equipment

If any work is subcontracted, the primary vendor will be responsible for any and all issues relating to, and the resolution of, any work that does not meet the standards set forth in this proposal to the satisfaction of the City of Chandler.

**Specifications**

**Responsibility of Contracted Vendor:**

It is expected that contracted vendors have facilities and expertise in the type of service to be offered and have the ability to satisfactorily repair damages so that the vehicle will be fully road worthy and the repairs are not apparent.

Facility must be ADEQ compliant.

All work must meet OEM quality standards.

Decals must meet City of Chandler specifications and designs.

Vendor must provide a secure location to store vehicles and/or equipment during the time the vehicle/equipment is at the vendor's shop for repair.

All repair work must be accomplished in an expert and expeditious manner. All broken glass or other non-repairable parts are to be removed and replaced. All colors are to be matched and paint finishes are to show no bubbles, ripples, blisters, etc.

Accurate color matching must be accomplished on all jobs - the City of Chandler will be the sole judge of acceptability.

Vendor shall be responsible for providing or obtaining all of the necessary services required to repair and/or recondition any vehicle and/or equipment delivered by the City. All invoices must clearly show detailed and itemized repair parts, labor hours and rates and services performed.

**Repairs and Services Requested:**

Body Repair Work

- Repair of major and minor wrecks
- Reconditioning of equipment
- Dents, scrapes and scratches removed
- Glass and lighting replaced
- Frame and body components straightened
- Undercarriage and suspension rebuild
- Re-priming and painting (repair to utilize same process as current vehicle paint, eg base/clear coat)
- Removal and installation of decals

Miscellaneous

- Replacement of broken and/or cracked glass mirrors and lens.
- Repair of cooling system components
- Repair of air conditioning components

**Estimates:**

Upon receipt of a City vehicle or piece of equipment, the contracted vendor must provide a written, itemized, estimate of cost for repair, inclusive of parts, supplies and labor, and provide an estimate of time needed for completion of work. Emergency vehicles will, at all times, be accorded the highest priority.

Any repair services or parts the contracted vendor deems necessary beyond the original estimate must be approved by the City of Chandler.

Second-hand or used parts may be used, only with City of Chandler prior approval. In any supplied estimate, the vendor must describe the parts fully and completely and state whether the parts supplied will be new O.E.M. parts, like kind quality, certified after-market parts or refurbished parts

**EXHIBIT B TO AGREEMENT  
COMPENSATION AND FEES**

Labor		Rate (per hour)	Billing increment (1/4 hr, 1/2 hr, full hour)
	Body Work	\$48	1/4 Hour
	Paint Work	\$48	1/4 Hour
	Mechanical repairs	\$90	
	Installation of decals	\$48	
	Glass Repair	\$Cost plus 15%	
	Electrical and lighting repair	\$90	1/4 Hour
	Frame and suspension work	\$65	1/4 Hour
	Other labor - provide description and rates below:	Rate (per hour)	Billing increment (1/4 hr, 1/2 hr, full hour)
		\$Cost, no markup	
		\$48	1/4 Hour
		\$75	1/4 Hour
Paint and Supplies		Cost	
	Base Coat	\$Cost plus 15%	
	Clear Coat	\$Cost plus 15%	
	One Step	\$Cost plus 15%	
	Miscellaneous - provide description and cost below:	Cost	
	Cover for overspray protection	\$ No Charge	
	Hazardous Waste	\$ No Charge	

Miscellaneous Charges		Cost	
	Alignment - 2 wheel	\$Cost plus 15%	
	Alignment - 4 wheel	\$Cost plus 15%	
	Other Charges - Provide description and rate:		
	Transport Vehicles	\$25 each way	
	Freight	\$Cost no markup	
Parts & Supplies		Percentage	Mark-up or Discount
	Parts Mark up or discount offered. List specific brands/lines below and include applicable mark-up or discount offered:		
	All parts and supplies	Cost plus 15%	
Parts & Supplies		Percentage	Mark-up or Discount
	Parts Mark up or discount offered for all other items not listed above.		
	All other items not listed above	Cost plus 15%	

## **EXHIBIT C TO AGREEMENT INSURANCE**

### **INSURANCE**

#### General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each

occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
1. The Contractor's insurance must contain broad form contractual liability coverage.
  2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
  3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
  5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT  
SPECIAL CONDITIONS**

**NONE**



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: \_\_\_\_\_

**CITY OF CHANDLER SAMPLE SERVICES AGREEMENT  
AUTO BODY REPAIR SERVICE  
CITY OF CHANDLER AGREEMENT NO. FS2-928-4310**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Allard Collision, LLC, an Arizona S-Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 20\_\_\_\_ (Effective Date).

**RECITALS**

- A. City proposes to purchase auto body repair services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

**SECTION I: DEFINITIONS**

For purposes of this Agreement, the following definitions apply:

**Agreement** means the legal agreement executed between the City and the Contractor

**City** means the City of Chandler, Arizona

**Contractor** means the individual, partnership, or corporation named in the Agreement

**Days** means calendar days

**May, Should** means something that is not mandatory but permissible

**Shall, Will, Must** means a mandatory requirement

**SECTION II: CONTRACTOR'S SERVICES**

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

### **SECTION III: PERIOD OF SERVICE**

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one-year (s) and begins on July 1, 2021 and ends on June 30, 2022 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one-year (s) 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 as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$250,000, including all companion agreements. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

### **SECTION V: GENERAL CONDITIONS**

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right

to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform

pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

**For the City**

Name: Juan Martinez  
Title: Acting Supply Supervisor  
Address 975 E. Armstrong Way, Bldg. I Chandler,  
AZ 85225  
Phone: 480-782-2416  
Email: Juan.Martinez@chandleraz.gov

**For the Contractor**

Name: John Allard  
Title: Owner  
Address: 230 E. Highland St. Chandler, AZ  
85225  
Phone: 480-812-3969  
Email: john@allardcollision.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City,

throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement

without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event

the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**FOR THE CITY**

By: \_\_\_\_\_

Its: Mayor

**FOR THE CONTRACTOR**

By: John Allard \_\_\_\_\_

Its: owner \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney 

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A TO AGREEMENT  
SCOPE OF SERVICES**

ICAR/SAE certified technicians are preferred.

Types of vehicles to be serviced under contract(s):

Category 1

Sedans  
Pickups  
Vans

Category 2

Medium duty trucks  
Heavy duty trucks  
Equipment

If any work is subcontracted, the primary vendor will be responsible for any and all issues relating to, and the resolution of, any work that does not meet the standards set forth in this proposal to the satisfaction of the City of Chandler.

**Specifications**

**Responsibility of Contracted Vendor:**

It is expected that contracted vendors have facilities and expertise in the type of service to be offered and have the ability to satisfactorily repair damages so that the vehicle will be fully road worthy and the repairs are not apparent.

Facility must be ADEQ compliant.

All work must meet OEM quality standards.

Decals must meet City of Chandler specifications and designs.

Vendor must provide a secure location to store vehicles and/or equipment during the time the vehicle/equipment is at the vendor's shop for repair.

All repair work must be accomplished in an expert and expeditious manner. All broken glass or other non-repairable parts are to be removed and replaced. All colors are to be matched and paint finishes are to show no bubbles, ripples, blisters, etc.

Accurate color matching must be accomplished on all jobs – the City of Chandler will be the sole judge of acceptability.

Vendor shall be responsible for providing or obtaining all of the necessary services required to repair and/or recondition any vehicle and/or equipment delivered by the City. All invoices must clearly show detailed and itemized repair parts, labor hours and rates and services performed.

**Repairs and Services Requested:**

Body Repair Work

- Repair of major and minor wrecks
- Reconditioning of equipment
- Dents, scrapes and scratches removed
- Glass and lighting replaced
- Frame and body components straightened
- Undercarriage and suspension rebuild
- Re-priming and painting (repair to utilize same process as current vehicle paint, eg base/clear coat)
- Removal and installation of decals

Miscellaneous

- Replacement of broken and/or cracked glass mirrors and lens.
- Repair of cooling system components
- Repair of air conditioning components

**Estimates:**

Upon receipt of a City vehicle or piece of equipment, the contracted vendor must provide a written, itemized, estimate of cost for repair, inclusive of parts, supplies and labor, and provide an estimate of time needed for completion of work. Emergency vehicles will, at all times, be accorded the highest priority.

Any repair services or parts the contracted vendor deems necessary beyond the original estimate must be approved by the City of Chandler.

Second-hand or used parts may be used, only with City of Chandler prior approval. In any supplied estimate, the vendor must describe the parts fully and completely and state whether the parts supplied will be new O.E.M. parts, like kind quality, certified after-market parts or refurbished parts

**EXHIBIT B TO AGREEMENT  
COMPENSATION AND FEES**

Labor	Rate (per hour)	Billing increment (1/4 hr, 1/2 hr, full hour)
Body Work	\$46	
Paint Work	\$46	
Mechanical repairs	\$90	
Installation of decals	\$Sublet	
Glass Repair	\$Sublet	
Electrical and lighting repair	\$46	
Frame and suspension work	\$	
Cost		
Base Coat	\$27.50/per hour	
Clear Coat	\$27.50/per hour	
One Step	\$27.50/per hour	

Miscellaneous Charges	Cost	
Alignment - 2 wheel	\$69.95	
Alignment - 4 wheel	\$89.95	

Parts & Supplies	Percentage	Mark-up or Discount
Parts Mark up or discount offered. List specific brands/lines below and include applicable mark-up or discount offered:		
	0%	
	0%	
	0%	
	0%	
	0%	
Parts & Supplies	Percentage	Mark-up or Discount
Parts Mark up or discount offered for all other items not listed above.		
	0%	

## **EXHIBIT C TO AGREEMENT INSURANCE**

### **INSURANCE**

#### General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each

occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
1. The Contractor's insurance must contain broad form contractual liability coverage.
  2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
  3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
  5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT  
SPECIAL CONDITIONS**

**NONE**



**City Council Memorandum    Fire Memo No. N/A**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua Wright, Acting City Manager  
Thomas Dwiggin, Fire Chief  
**From:** Stacy Meendering, Fire Accreditation & Data Coordinator  
**Subject:** Resolution No. 5489 renewing an Agreement between the City of Chandler and Dignity Health to provide administrative medical direction from a base hospital for Chandler Fire Department (CFD) Certified Emergency Paramedics as required by Arizona law.

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**Proposed Motion:**

Move City Council pass and adopt Resolution No. 5489 renewing an Agreement between the City of Chandler and Dignity Health to provide administrative medical direction from a base hospital for Chandler Fire Department (CFD) Certified Emergency Paramedics as required by Arizona law.

**Background:**

By Arizona law, all Certified Emergency Paramedics must work under the license of a physician, through Administrative Medical Direction, which is provided as a component of a Base Station Agreement with a hospital. Administrative Medical Direction also allows paramedics in the field to contact an emergency physician for unique medical orders or questions regarding patient care. To continue providing Emergency Medical Services in the City of Chandler, Chandler Fire Department needs to comply with Arizona State Statute R9-25-201 by securing an agreement for Administrative Medical Direction from an Emergency Base Station. This agreement is a renewal of an agreement CFD and Dignity Health have held for over a decade. By renewing the Emergency Base Station Agreement, CFD will meet state requirements and continue to provide life-saving measures to the citizens of Chandler. The term of the agreement is for three years and commences July 1, 2021.

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**Attachments**

Resolution No. 5489 Agreement  
Base Station Agreement Amendment

**RESOLUTION NO. 5489**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A FIRST AMENDMENT TO THE EMERGENCY BASE STATION AGREEMENT WITH DIGNITY HEALTH.

WHEREAS, Arizona law requires all Certified Emergency Paramedics work under the license of a physician for on-line medical supervision; and

WHEREAS, administrative medical control must be provided by a physician for the Chandler Fire Department's emergency medical program; and

WHEREAS, the Chandler Fire Department and Dignity Health, a California nonprofit public benefit corporation ("Dignity Health"), desire to extend the term of the existing Emergency Base Station Agreement to June 30, 2024.

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

Section 1. Approves the First Amendment to the Emergency Base Station Agreement with Dignity Health.

Section 2. Authorizes the Acting City Manager, or designee, to sign the First Amendment to the Emergency Base Station Agreement with Dignity Health.

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. 5489 was duly passed and adopted by the City Council 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 

**FIRST AMENDMENT TO EMERGENCY BASE STATION AGREEMENT**

THIS FIRST AMENDMENT TO EMERGENCY BASE STATION AGREEMENT ("**Amendment**") is entered into effective the later of July 1, 2021, or the last date signed below ("**Renewal Effective Date**"), by and among Dignity Health, a California nonprofit public benefit corporation d/b/a Mercy Gilbert Medical Center, and Dignity Community Care, a Colorado nonprofit corporation d/b/a Chandler Regional Medical Center (each, a "**Hospital**"), and City of Chandler Fire Department ("**EMS Provider**"), amending that certain Emergency Base Station Agreement entered into between Dignity Health and EMS Provider effective July 1, 2018 (the "**Agreement**").

THE PARTIES agree as follows:

1. The Parties amend Section 4.1 of the Agreement to read as follows:

**"Term.** Notwithstanding the initial Effective Date and Expiration Date, this Agreement shall be renewed on the Renewal Effective Date set forth in the Amendment. This Agreement expires on June 30, 2024 (the "**Expiration Date**"). Thereafter, this Agreement may be renewed for subsequent three (3) year terms upon mutual written agreement of the parties."

2. Pursuant to a "Ministry Alignment Agreement," dated December 6, 2017, as amended through the date hereof ("**MAA**"), Dignity Health, a California nonprofit public benefit corporation ("**Dignity Health**"), and Catholic Health Initiatives combined their respective health ministries into a single national nonprofit health system. Effective as of the Effective Date of the MAA (February 1, 2019), (i) ownership of Chandler Regional Medical Center ("**Assigned Hospitals**") was transferred to Dignity Community Care, a Colorado nonprofit corporation ("**Dignity Care**"), (ii) Dignity Care is joined as a party to this Agreement with respect the Assigned Hospitals, (iii) this Agreement is assigned by Dignity Health to Dignity Care with respect to the Assigned Hospitals, (iv) Dignity Care assumes all rights and obligations of Dignity Health under the Agreement with respect to the Assigned Hospitals, and (v) Dignity Health retains its rights and obligations under the Agreement with respect to the Hospitals that are not Assigned Hospitals. Any reference in the Agreement to "**Dignity Health**" shall mean "**Dignity Health**" or "**Dignity Community Care**" as appropriate, and the assignment with respect to the Assigned Hospitals is effective without any notice or consent.

3. All other terms and conditions of the Agreement remain unchanged, and except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. This Amendment may be executed by the Parties in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, Hospital and EMS Provider execute this Amendment as of the dates below.

Hospital

EMS Provider

Dignity Health, a California nonprofit public benefit corporation, d/b/a Mercy Gilbert Medical Center

City of Chandler Fire Department



\_\_\_\_\_

Printed Name/Title: Mark Syta

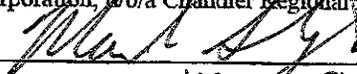
Printed Name/Title: \_\_\_\_\_

Date: President & CEO 5/5/21

Date: \_\_\_\_\_

Dignity Community Care, a Colorado nonprofit corporation, d/b/a Chandler Regional Medical Center

APPROVED AS TO FORM



CITY ATTORNEY

Printed Name/Title: Mark Syta

Date: President & CEO, 5/5/21





**City Council Memorandum    Fire Memo No. N/A**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua Wright, Acting City Manager  
Thomas Dwiggin, Fire Chief  
**From:** Stacy Meendering, Fire Accreditation & Data Coordinator  
**Subject:** Resolution No. 5491 Adopting an Agreement between the City of Chandler and Dignity Health to provide required Neonatal Resuscitation Provider education for Chandler Fire Department (CFD) paramedic students.

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**Proposed Motion:**

Move City Council pass and adopt Resolution No. 5491 Adopting an Agreement between the City of Chandler and Dignity Health to provide required Neonatal Resuscitation Provider education for Chandler Fire Department (CFD) paramedic students.

**Background:**

For ten years, CFD has conducted a paramedic training program in conjunction with Phoenix College. Through a rigorous 10-month course conducted within the Department, firefighters have become certified as paramedics.

To reduce costs and provide CFD firefighters an optimal education, the Department is applying for accreditation through the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for its own paramedic program. Currently, CFD has been approved by CAAHEP to begin the Letter of Review (LoR) process, which requires CFD to comply with the current Maricopa Community College District's (MCCCD) paramedic educational curriculum. This curriculum requires paramedic students to become certified as a Neonatal Resuscitation Provider. Resolution No. 5491 allows CFD to enter into an agreement with Dignity Health to provide the educational requirements that CFD paramedic students need to become certified in the Neonatal Resuscitation Program (NRP).

The term of the agreement is one year and commences on July 1, 2021.

**Financial Implications:**

The Chandler Fire Department will pay the educator \$270 per two-hour classroom session taught. It is expected that within fiscal year 2022, sixteen Chandler Fire paramedics will be fully trained in Neonatal Resuscitation provided within the single two-hour classroom session, for a total overall cost of \$270. The training fee of \$270 will be paid out of existing Chandler Fire funds in account line 101.2220.5814.0.0.0.

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**Attachments**

Signed Agreement with Dignity Health  
Resolution 5491 Dignity Health Education Services Agreement



**EDUCATION SERVICES AGREEMENT**

This Education Services Agreement (“*Agreement*”) is made and entered into by and between Dignity Health, a California nonprofit public benefit corporation and Dignity Community Care, a Colorado nonprofit corporation on behalf of their affiliates including Chandler Regional Medical Center and Mercy Gilbert Medical Center (collectively, “*Educator*”) and Chandler Fire Department (“*Recipient*”).

**AGREEMENT**

1. This Agreement is effective July 1, 2021, and shall expire on June 30, 2022.
2. Either Party can terminate this Agreement without cause or penalty upon 30 days’ written notice to the other Party.
3. Educator will provide a qualified instructor to teach a neonatal resuscitation program class (“*Class*”) to students, firefighters, paramedics, or other attendees at Recipient’s location.
4. Recipient will contact Educator when Recipient has need for a Class.
5. Recipient will provide a suitable room in a mutually agreeable location, and all necessary facilities and supplies for the Class.
6. Each Class will last approximately two hours, taught in one sitting.
7. Recipient will pay Educator \$270 per two-hour class taught.
8. The Parties shall comply with all requirements of applicable federal, state and local laws, rules and regulations, applicable accreditation and licensing standards. Nothing in this Agreement, nor in any other written or oral agreement between the Parties, contemplates or requires the admission or referral of any patients or business to either Party.
9. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, understandings or discussions among the Parties with respect to such subject matter; and may be modified or amended only by a written agreement signed and dated by the Parties. The Parties are independent contractors with respect to the performance of their respective obligations arising under this Agreement.

**EDUCATOR**

**RECIPIENT**

Signature   
 Print Name Mark Slyten  
 Title President & CEO  
 Date 5/20/21

Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

## RESOLUTION NO. 5491

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AGREEMENT BETWEEN THE CITY OF CHANDLER AND DIGNITY HEALTH TO PROVIDE THE EDUCATIONAL REQUIREMENTS THAT CHANDLER FIRE DEPARTMENT (CFD) PARAMEDIC STUDENTS NEED TO BECOME CERTIFIED IN NEONATAL RESUSCITATION PROVIDER (NRP)

WHEREAS, Chandler Fire Department (CFD) has conducted a paramedic training program in conjunction with Phoenix College for the last ten years and it certifies its own firefighters as paramedics through a rigorous 10 month course completed in-house; and

WHEREAS, Chandler Fire Department is in the process of applying for accreditation from the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for its in-house paramedic program; and

WHEREAS, Chandler Fire Department desires to obtain accreditation because it will ensure that CFD's paramedic students graduate from a quality program by ensuring that instructors possess adequate qualifications and academic credentials to teach; and accreditation protects the public by ensuring that paramedics are properly trained, are certified as possessing the minimum level of competency, and comply with the current Maricopa Community College Districts (MCCCD) paramedic educational curriculum ; and

WHEREAS, Dignity Health has agreed to provide the educational requirements that Chandler Fire Department (CFD) paramedic students need to become certified as a Neonatal Resuscitation Provider (NRP).; and

WHEREAS, the parties agree that the sole purpose of the agreements is to educate and certify paramedic student. The parties are not business associates under the Health Insurance Portability and Accountability Act.

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

Section 1. That the Agreements attached hereto are hereby adopted by the City of Chandler.

Section 2. That the City Manager is authorized and directed to perform all acts necessary to give effect to this Resolution.

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 foregoing Resolution Number 5491 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_ day of June , 2021, and that a quorum was present at the meeting.

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY





**City Council Memorandum    Information Technology    Memo No. N/A**

**Date:** June 21, 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 Hardware and Software for Network Infrastructure

**Proposed Motion:**

Move City Council approve the purchase of hardware and software for network infrastructure from Sentinel Technologies, Inc., utilizing 1GPA Contract No. 21-02PV-08, in the amount of \$93,886, and authorize the City Manager or designee to sign a linking agreement with Sentinel Technologies, Inc.

**Background/Discussion:**

Staff recommends the replacement of the hardware and software for the network infrastructure with the latest technology to better support connectivity and the performance management of applications such as Lucity, Oracle E-Business Suite, My Timekeeper, Geographic information System (GIS) and several others. This purchase includes the cost of an annual subscription for a duration of three years.

**Evaluation:**

1GPA competitively solicited and awarded a contract for network equipment and services. The City has a current Intergovernmental Agreement with 1GPA that permits the cooperative use of its contracts. The term of the 1GPA contract is valid through November 19, 2021, and has options to extend through November 19, 2025.

**Fiscal Impact**

<b>Account No.</b>	<b>Fund Name</b>	<b>Program Name</b>	<b>Dollar Amount</b>	<b>CIP Funded Y/N</b>
401.1287.6315.0.6IT097	General Government Capital Projects	Citywide Technology Infrastructure	\$93,886	Y



**City Council Memorandum    Law Memo No.**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**From:** Kelly Schwab, City Attorney  
**Subject:** Settlement in Jennifer Przybyla vs. City of Chandler

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**Proposed Motion:**

Move City Council to authorize the settlement in the matter of Jennifer Przybyla vs. City of Chandler in full and final satisfaction of all claims asserted without admitting liability for the amount of \$300,000 and further authorize the City Attorney to sign any necessary documents in such forms as are approved by the City Attorney to effectuate the terms and conditions of settlement in this action.

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**City Council Memorandum    Law Memo No.**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**From:** Kelly Schwab, City Attorney  
**Subject:** Settlement in Kathleen Renee Clum vs. City of Chandler  
Settlement in Anthony Jose Cano, Sr. vs. City of Chandler

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**Proposed Motion:**

Move City Council to authorize the settlement in the matter of Kathleen Renee Clum and Anthony Jose Cano, Sr. vs. City of Chandler in full and final satisfaction of all claims asserted without admitting liability for the amount of \$1,125,000 and further authorize the City Attorney to sign any necessary documents in such forms as are approved by the City Attorney to effectuate the terms and conditions of settlement in this action.

**Background/Discussion**

Staff recommends City Council authorize the settlement in the matter of Kathleen Renee Clum vs. City of Chandler in the amount of \$1,000,000. Staff recommends City Council authorize the settlement in the matter of Anthony Jose Cano, Sr. vs. City of Chandler in the amount of \$125,000.00.

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**City Council Memorandum    Law Memo No. N/A**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**From:** Kelly Schwab, City Attorney  
**Subject:** Renewal of Commercial Insurance and Services for Fiscal Year (FY) 2021-22

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**Proposed Motion:**

Move City Council approve the renewal of commercial insurance and services with recommended insurance carriers for FY 2021-22 to protect the City against financial loss in the total amount not to exceed \$2,308,258.

**Background/Discussion**

On March 23, 2017, City Council approved Agreement No. LW7-953-3735 with Arthur J. Gallagher Risk Management Services, Inc., for insurance broker services. Arthur J. Gallagher Risk Management Services, Inc., acts as the Insurance Broker of Record for the City of Chandler's workers' compensation, casualty/liability, property, and automobile insurance coverage. They also advise and coordinate with the City's Risk Services Coordinator and City Attorney to obtain bids from insurers and negotiate the best terms and coverage for the various exposure areas.

The City self-insures and carries excess coverage in the areas and at the levels indicated below. The total premium cost of recommended coverage through commercial carriers for FY 2021-22 is estimated at \$2,308,258, compared to FY 2020-21 which was \$1,392,451. The estimated increase in rate premium is due to the instability in the marketplace which is explained further in this memorandum.

**Excess Workers' Compensation:**

Excess Workers' Compensation Insurance is carried through Safety National. In FY 20-21 the City was self-insured for the first \$2,250,000 for Police and Fire, and \$750,000 for the remainder of the City employees. For the 2021 renewal, the City's insurance broker submitted our account to Safety National, Arch, and Midwest Employers. We received declinations from all carriers except Safety National (current carrier). The reasons cited for the declinations are the City's loss history and the strengthening of presumptive injury laws.

Safety National provided a renewal quote with a 10% increase in premium. This increase is being driven by two recent fatality claims and a continued frequency and severity of claims on the police side as well as increasing medical costs. Safety National increased the police and fire retention from \$2,250,000 to \$3,000,000 and for the remainder of the City employees increased retention from \$750,000 to \$1,000,000. In addition, an SIR for Wildland Firefighters was added. This SIR would cover firefighters who were injured fighting a wildland fire. This SIR has no impact on the premium.

**Property Insurance:**

Property Insurance is carried through The Travelers Indemnity Company which provides broad coverage for buildings, business personal property, fine arts, Electronic Data Processing (EDP), mobile equipment, as well as boilers and machinery. This policy has various deductibles including \$50,000 per occurrence for most losses, \$100,000 for earth movement, and \$50,000 for flood. Premium for FY 2021-22 is \$519,979. Premium for FY 2020-21 was \$479,008.

Due to the catastrophic losses that have continued to occur in the U.S. as well as internationally, the property market has hardened. As a result of the hard market, Travelers Insurance Company, who had written the City's property and Auto Physical Damage (ADP) policy up to FY 2019/2020, will no longer write the City's ADP and equipment. The City has been unable to find a carrier that will write over the road coverage for ADP and equipment that is licensed for road use. The City continues to self-insure all City owned autos and equipment until a carrier is willing to write over the road coverage.,

**Excess Liability Coverage:**

Excess Liability Coverage is carried through Gemini and Hudson in \$5 million increments. Allied World and Great American in \$10 million increments for a total of \$30 million excess liability coverage for FY 2021-22. In FY 2020-21 the City had excess liability coverage through Argonaut, Allied World, and Great American in \$10 million increments.

- \$5 million excess of \$2,000,000 Self-Insured Retention – Insurance is carried through Gemini Insurance Company Premium for FY 2021-22 is \$417,960. New Insurance carrier replacing Argonaut Insurance Company\*. Premium FY 2021-22 is \$417,960. Premium for FY 2020-21 \$317,788.
- \$5 million excess of \$7,000,000 – Insurance is through Hudson. New insurance carrier replacing Argonaut Insurance Company\*. Premium FY 2021-22 is \$250,000.
- \$10 million excess of \$12,000,000 – Insurance is through Allied World, Premium for FY 2021-22 is \$370,000. Premium for FY 2020-21 \$69,843.
- \$10 million excess of \$22,000,000 – Insurance is through Great American Assurance Co. Premium for FY 2021-2022 is \$206,000. Premium for FY 2020-21 was \$50,000.

\*Argonaut very recently lost its reinsurance to the surprise of the market, which means it cut its capacity to write our primary liability coverage. The broker had to restructure the City's primary layer of \$10 million into two carriers each taking \$5 million.

**Crime Insurance:**

Crime Insurance is carried through National Union Fire Insurance Co. of Pittsburgh, PA. Coverage includes state required bonds for the City's Management Services Director and Accounting Manager. This policy also provides coverage for members of the City's boards and commissions. Premium for FY 2021-22 is \$15,462. Premium for FY 2020-21 was \$13,992.

**Privacy/Security Liability Insurance (Cyber Insurance):**

Privacy/Security Liability Insurance also known as Cyber Insurance is carried through Cowbell Insurance Co. Privacy and Network Liability policy provides \$5 million aggregate for Privacy, Network Security, Internet Media, Network Extortion and Cyber Incident Response. In FY 2020-21 the City had Privacy/Security Liability through Ace Group that provided a \$10 million aggregate policy. Premium for FY 2021-22 is \$98,885. Premium for FY 2020-21 was \$101,908.

**Storage Tank Liability Insurance:**

Storage Tank Liability Insurance is carried through Mid-Continent. Policy limits remain at \$1,000,000 per tank, with a \$25,000 per incident deductible. Coverage complies with the financial responsibility mandates of the Environmental Protection Agency. Premium for FY 2021-22 is \$1,639. Premium for FY 2020-21 was \$1,639.

**Airport Liability Insurance:**

Airport Liability Insurance is carried through ACE Property & Casualty. Airport Owners and Operators Liability policy provides \$50 million in coverage per occurrence. Premium for FY 2021-22 is \$11,485. Premium for FY 2020-21 was \$11,485.

**Fine Arts Insurance:**

Fine Arts Insurance is carried through Axis Insurance Company. This is purchased to cover the City's museum collection and temporary loans. Deductible per occurrence is \$1,000. Premium for FY 2021-22 is \$8,820. Premium for FY 2020-21 was \$8,820.

**FINANCIAL IMPLICATIONS:** Funds for premiums are budgeted for payment from the following accounts:

Account Number	Fund Name	Program Name	CIP Funded	Proposed Renewal Premiums FY 2021-22	Premiums FY 2020-21
736.1250.0000.5620	Worker's Compensation	Excess Insurance	N/A	\$ 381,028	\$ 349,467
737.1310.0000.5610	Insured Liability	Fire Insurance	N/A	\$ 519,979	\$ 479,008
737.1310.0000.5614	Insured Liability	Public Liability	N/A	\$1,243,960*	\$ 437,631
737.1310.0000.5618	Insured Liability	Crime Insurance	N/A	\$ 15,462	\$ 13,992
737.1310.0000.5618	Privacy/Security Liability	Network Liability	N/A	\$ 98,855	\$ 101,908
737.1310.0000.5618	Insured Liability	Storage Tanks Ins.	N/A	\$ 1,639	\$ 1,639
635.4100.0000.5614	Airport Operating	Public Liability	N/A	\$ 11,485	\$ 11,485
737.1310.0000.5610	Fine Arts	Fire Insurance	N/A	\$ 8,820	\$ 8,820
737.1310.0000.5219	Other Professional Services	Broker Fee	N/A	\$ 27,000	\$ 27,000
			Total	\$2,308,258	\$1,392,451

\*This amount includes estimated premiums for the \$25 million additional Excess Liability coverage (\$826,000). It is anticipated that premiums will be less than or equal to the estimated, but we have not received the final premium amounts as of the date of this memorandum.

**Attachments**

FY 2021-22 Self-Insurance Renewal Premium Chart

### City of Chandler Self-Insurance Renewal 2021-2022

Excess Workers' Compensation	2020 Expiring	2021 Renewal	% Change
<b>Carrier</b>	Safety National	Safety National	
<b>SIR - Police &amp; Fire</b>	\$2,250,000	\$3,000,000	
<b>SIR - All Other</b>	\$750,000	\$1,000,000	
<b>SIR - Wildland Firefighters</b>		\$1,000,000	
<b>Estimated Payroll</b>	<b>\$136,853,788</b>	<b>\$140,083,838</b>	2%
<b>Rate Per \$100 of Payroll</b>	0.2532	0.272	45%
<b>Premium</b>	<b>\$349,467</b>	<b>\$381,028</b>	10%

Coverage Type	2020 Expiring Carrier	2021 Renewal Carrier	2020 Expiring Premium	Terrorism	2021 Renewal Premium	Terrorism	% Change	Notes
Property	Travelers	Travelers	\$ 479,008	Included	\$ 519,979	\$ 14,303	9%	21-22 includes Terrorism
Public Entity Liability	Trident (Argonaut)	Gemini*	\$ 317,788	Rejected	\$ 417,960	\$ 6,115	32%	21-22 limit is \$5M
Excess Liability (\$5M xs \$5m)	N/A	Hudson	\$ -	Rejected	\$ 250,000			<b>These are rough estimates</b>
Excess Liability (10M xs \$10M)	Allied World	Allied World	\$ 69,843	Rejected	\$ 370,000		430%	
Excess Liability (\$10M xs \$20M)	Great American	Great American	\$ 50,000	Rejected	\$ 206,000		312%	
Crime	AIG	AIG	\$ 13,992	N/A	\$ 15,462	N/A	11%	
Network Security & Privacy Liability	Chubb	Cowbell	\$ 101,894	N/A	\$ 98,885	N/A	-3%	21-22 limit is \$5M
Storage Tank (pollution)	Mid-Continent	Mid-Continent	\$ 1,639	N/A	\$ 1,639	N/A	0%	Includes \$150 policy Fee
Fine Arts	AXIS Ins. Co.	Axis ins. Co	\$ 8,820	Included	\$ 8,820	Included	0%	
<b>TOTAL</b>			<b>\$ 1,042,984</b>		<b>\$ 1,888,745</b>		<b>81%</b>	
Airport Liability (7/1/22)	Ace Property & Casualty		\$ 11,485	Rejected	\$ 11,485			Three year Term; Annual installments
Fiduciary (9/20/21)	Travelers Casualty		\$ 16,530		\$ -			Three Year Term; prepaid
<b>AJG Broker Fee</b>			<b>\$ 27,000</b>		<b>\$ 27,000</b>			

\*premium includes AZ Surplus Lines Taxes and Fees



**City Council Memorandum    Management Services    Memo No. MS 21-059**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
Dawn Lang, Management Services Director  
**From:** Matthew Dunbar, Budget Manager  
**Subject:** Ordinance No. 4970, Levying Upon the Assessed Valuation of the Property Within the City of Chandler, Arizona, Subject to Taxation a Certain Sum Upon Each One Hundred Dollars (\$100) of Assessed Valuation Sufficient to Raise the Amount Estimated to be Required in the Annual Budget, Less the Amount to be Received From Other Sources of Revenue; Providing Funds for Various Bond Redemption, for the Purpose of Paying Interest Upon Bonded Indebtedness and Providing Funds for General Municipal Expenses, All for the Fiscal Year Ending the 30th day of June 2022

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**Proposed Motion:**

Move City Council to pass and adopt Ordinance No. 4970, levying upon the assessed valuation of the property within the City of Chandler, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100) of assessed valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2022.

**Background:**

State law requires that the tax levy necessary for funding the adopted budget be established by ordinance and be adopted fourteen (14) days following the public hearing and the final adoption of the budget and not later than the third Monday in August (August 16, 2021). As this tax levy ordinance is an administrative method of setting apart funds necessary for use and maintenance, it does not require an extraordinary (3/4) vote to make it immediately effective. This determination is based on a Supreme Court decision and is fully explained in the Municipal Budget and Financial Manual provided by the League of Arizona Cities and Towns.

**Discussion:**

The City received notification of Chandler's 2021 tax values from the Maricopa County Assessor on February 8, 2021, as required by State law. The City's Total Assessed Value is \$3,463,794,661, which is a 6.8% increase from the 2020 Total Assessed Valuation, and includes valuation changes to the existing property as well as the value of new growth. Based on a legislative change implemented July 1, 2015, property owners are now assessed on the Limited Assessed Value versus Full Cash Value, and residential property values cannot increase more than 5% in a given year. City Council has approved a 0.0075 cent reduction in the combined property tax rate from \$1.1201 to \$1.1126 per \$100 of Assessed Valuation.

As part of the tax levy process, the County Assessor also establishes the maximum allowable primary

tax rate, which allows a 2% increase in the maximum tax levy each year. Chandler's maximum primary tax rate for Tax Year 2021 is \$0.6136 per \$100 of assessed value. The Fiscal Year (FY) 2021-22 Adopted Budget sets the rate at \$0.2426 per \$100 of Assessed Valuation, which is significantly less than the maximum. In addition, the State Property Tax Oversight Commission establishes a maximum primary rate that would require a Truth in Taxation notice, which requires special notice to citizens and a roll call vote of City Council to levy the increased property taxes. The rate calculated for FY 2021-22 is \$0.2426 per \$100 of assessed valuation. Since the City of Chandler rate for the FY 2021-22 Budget of \$0.2426 per \$100 of Assessed Valuation does not exceed the maximum primary rate that would require a Truth in Taxation notice, the City is not subject to the Truth in Taxation provisions this year.

Ordinance No. 4970 follows the prescribed form recommended for adoption and establishes a tax levy of an estimated \$38,538,200, as set forth in the FY 2021-22 Budget. In this ordinance, the Chandler City Council directs the County of Maricopa to levy the amount allowed by law. The total tax rate will be \$1.1126 per \$100 of assessed valuation. The property value estimates received from the County Assessor's office are available for public inspection on the City's website at [www.chandleraz.gov/budget](http://www.chandleraz.gov/budget) or by calling the Budget Division at [\(480\) 782-2254](tel:4807822254).

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### **Attachments**

Ordinance No. 4970

**ORDINANCE NO. 4970**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF CHANDLER, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2022.

WHEREAS, by the provisions of State law, the ordinance levying taxes for Fiscal Year (FY) 2021-22 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Maricopa is the assessing and collecting authority for the City of Chandler, the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Maricopa, Arizona.

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

Section 1. There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Chandler, except such property as may be by law exempt from taxation, a primary property tax rate of \$0.2426 for the Fiscal Year ending on the 30th day of June, 2022. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

Section 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Chandler, except such property as may be by law exempt from taxation, a secondary property tax rate of \$0.8700 but not more than the actual general obligation bond debt service due during the year plus anticipated debt service due for issues sold during the year, for the purpose of providing a bond interest and redemption fund for the City of Chandler for the Fiscal Year ending June 30, 2022.

Section 3. It is the intent of the City Council of the City of Chandler, Arizona, to levy the primary property tax for operations, and levy the secondary property tax for bonded debt such that the combined property tax for the City of Chandler for FY 2021-22 will equal \$1.1126.

Section 4. Failure by the county officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Chandler upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

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 24th day of June, 2021.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4970 as duly passed and adopted by the City Council of the City of Chandler, at a regular meeting on the 24th day of June, 2021, and that a quorum was present thereat.

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Published:



**City Council Memorandum    Management Services    Memo No. N/A**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
Dawn Lang, Management Services Director  
**From:** Jon Sherrill, Environmental Program Manager  
**Subject:** Agreement No. MS1-926-4312 for Emergency Environmental Response and Remediation

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**Proposed Motion:**

Move that City Council award Agreement No. MS1-926-4312 to Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services for emergency environmental response and remediation services, in a combined amount not to exceed \$150,000, for the period of July 1, 2021, through June 30, 2022.

**Background/Discussion:**

The Environmental Management Division of the Management Services Department manages emergency response and clean-up of chemical releases to the environment on City-owned property. The Uninsured Liability (Environmental Liability) Fund was established to fund such emergency responses and clean-up activities. While Chandler has been fortunate not to have an excessive number of these chemical releases from its operations or into its streets, chemical use and transportation release risk require that the City be able to respond quickly when such incidents occur. These contractors would be mobilized and managed by Environmental Management staff in such emergencies.

These contracts will provide services for the City of Chandler Police Department, which regularly responds to emergency events in City rights of way, where at some events, spills and releases of bio-hazardous material occur. These events are emergency scenes with clean-up including traffic incidents, crime scenes, and high traffic areas of Police Facilities.

These contracts will also provide services for assistance in contamination clean-up, and hazardous waste characterization, packaging, transporting and disposal of waste generated by the City as part of normal operations. These hazardous waste activities are heavily regulated and require specialized training, equipment, and licensing to perform these tasks.

The combined amount of these agreements will not exceed \$150,000 in overall spend annually, and contractors will be utilized based on availability and expertise, depending on the type of response.

**Evaluation:**

On April 6, 2021, City staff issued Request for Proposal (RFP) No. MS1-926-4312 for emergency environmental response and remediation services. A notification was sent to all registered vendors. Three proposals were received from the following offerers:

Emergency Environmental Services  
GrayMar Environmental Services, Inc.  
Kary Environmental Services

The Evaluation Committee reviewed the proposals and recommends award to all responders; Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services to allow for adequate coverage and timely response to incidents.

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<b>Fiscal Impact</b>				
<b>Account No.</b>	<b>Fund Name</b>	<b>Program Name</b>	<b>Dollar Amount</b>	<b>CIP Funded Y/N</b>
738.1266.5219	Uninsured Liability Fund	N/A	\$150,000	N

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**Attachments**

Agreement\_Kary  
Agreement\_GrayMar  
Agreement\_EES



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: June 24, 2021

**CITY OF CHANDLER SERVICES AGREEMENT  
ENVIRONMENTAL EMERGENCY RESPONSE AND REMEDIATION CITY OF CHANDLER  
AGREEMENT NO. MS1-926-4312**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Kary Environmental Services, an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2021 (Effective Date).

**RECITALS**

A. On or about April 6, 2021, the City issued a solicitation for environmental emergency response and remediation services. As a result of the solicitation the City proposes to enter into three related agreements for environmental emergency response and remediation services in various amounts for the prices set forth in each environmental emergency response and remediation services agreement. Although the amount and type of environmental emergency response and remediation services may vary, the total sum for all three environmental emergency response and remediation services must not exceed \$150,000.

B. City proposes to establish agreements for environmental emergency response and remediation services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

**SECTION I: DEFINITIONS**

For purposes of this Agreement, the following definitions apply:

**Agreement** means the legal agreement executed between the City and the Contractor

**City** means the City of Chandler, Arizona

**Contractor** means the individual, partnership, or corporation named in the Agreement

**Days** means calendar days

**May, Should** means something that is not mandatory but permissible

**Shall, Will, Must** means a mandatory requirement

## **SECTION II: CONTRACTOR'S SERVICES**

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

## **SECTION III: PERIOD OF SERVICE**

The term of the Agreement is one year, and begins on July 1, 2021 and ends on June 30, 2022 unless sooner terminated in accordance with the provisions of 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 of the services approved and accepted by the City under this Agreement. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

## **SECTION V: GENERAL CONDITIONS**

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data,

including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed

the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

<b>For the City</b>	<b>For the Contractor</b>
Name: <u>Christina Pryor</u>	Name: <u>Mark Dillier</u>
Title: <u>Purchasing Manager</u>	Title: <u>Project Manager</u>
Address: <u>175 S. Arizona Ave., 3<sup>rd</sup> Floor</u> <u>Chandler, AZ 85225</u>	Address: <u>641 S. Drew Street</u> <u>Mesa, AZ 85210</u>
Phone: <u>480.782.2403</u>	Phone: <u>480.945.0009</u>
Email: <u>christina.pryor@chandleraz.gov</u>	Email: <u>mark@karyenvironmental.com</u>

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control

over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the

United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the

City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in

interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and

permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**FOR THE CITY**

**FOR THE CONTRACTOR**

By: \_\_\_\_\_

By: Mark Dillier \_\_\_\_\_

Its: Mayor

Its: Project Manager \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

*WMS*

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

## **EXHIBIT A TO AGREEMENT SCOPE OF SERVICES**

### **Contractor Responsibilities**

#### **1. General**

The Contractor will be available to respond to calls for service 24 hours per day, 7 days per week. The Contractor will provide a contact telephone number that is answered 24 hours per day, 7 days per week.

The Contractor will provide environmental remediation services including:

- a. Emergency response to spills, releases or threatened releases of hazardous waste and biologic, radioactive or otherwise regulated waste materials including stabilization and clean up.
- b. Transport of regulated Solid or Hazardous Wastes from the incident site and retention at a local holding area for at least 10 days while wastes are being analyzed for characterization and disposal.
- c. Production of post incident reports documenting site conditions, their actions, waste analysis, waste shipping, waste disposal and clearance sampling upon request from the City.
- d. Collection of samples and facilitation of laboratory analysis of waste, decontaminated site materials, environmental clearance environmental samples and air samples upon request from the City.
- e. Laboratory services to perform standard turnaround time and quick turn-around results (24 hour or other appropriate minimum time frames) upon request from the City. The City may choose to have the Contractor deliver samples to a laboratory of the City's designation and may arrange for direct billing of analysis cost from the laboratory to the City.
- f. Profile wastes, obtain approval for disposal, and dispose of the collected wastes at the disposal sites specified by the City. City designated staff will sign waste transportation manifests for the City. A list of authorized staff will be provided to Contractor by the City.
- g. Remediation of contamination upon including, but not limited to sampling and characterization, contamination excavation or demolition, loading of waste, transport of wastes to disposal site, manifesting of wastes, decontamination of remediation equipment or site materials, post clean-up site testing to verify clean site, and preparation of job summary and clearance findings reports.
- h. Non-emergency sampling, waste packaging, lab packs, waste disposal or remedial actions. Such non-emergency responses would not be handled with such short response times but may involve similar services.

#### **2. Response Types and Response Times**

##### **a. Environmental Management Division Emergency Response**

- During regular business hours, the Contractor must arrive on site fully equipped in response to a request from the Environmental Management Division within one hour. Outside of business hours, the Contractor must acknowledge receipt of the call within 15 minutes and provide an estimated time of arrival on scene.
- Additional resources needed to fully respond to high impact or complex releases must arrive on site within four hours of the initial response.

- The services performed by the Contractor must be to the satisfaction of the City. In the event of a second call out to the same scene for unsatisfactory service, the cost of repeat services will be the responsibility of the Contractor.
- b. Chandler Police Department Emergency Response
  - During regular business hours, the Contractor must arrive on site fully equipped in response to a request from the Chandler Police Department within one hour. Outside of business hours, the Contractor must acknowledge receipt of the call within 15 minutes and provide an estimated time of arrival on scene.
  - The services performed by the Contractor must be to the satisfaction of the City. In the event of a second call out to the same scene for unsatisfactory service, the cost of repeat services will be the responsibility of the Contractor.
  - At its sole discretion, for non-emergency situations, the Chandler Police Department may allow for a response time in excess of one hour.
- c. Response Time Delays  
The Contractor will not charge the City for any idle time on-scene resulting from a delayed arrival of a subcontractor.

### 3. Equipment

- a. The Contractor must provide all materials and equipment necessary to appropriately respond to any event including, but not limited to:
  - Personal protective equipment (up to level B)
  - Air monitoring equipment
  - Material testing capability (HazCat test kit)
  - Waste containment containers (drums, bins, etc.)
  - Absorbents and decontamination materials loading equipment
  - Isolation supplies
  - Transport vehicles
  - Liquid recovery equipment (i.e. vactor truck)
  - Power washing equipment
  - Contaminated wash-water recovery equipment
  - Other supplies and tools

### 4. Personnel

- a. All Contractor personnel must be appropriately trained to respond to events including Hazwoper training, at a minimum.
- b. The Contractor will equip its personnel with all necessary personal protective equipment.
- c. While on scene, all Contractor personnel must wear a uniform or badge clearly identifying them as Contractor personnel.

### 5. Facilities

- a. Any holding facility utilized by the Contractor must be fully licensed and permitted for this purpose and in compliance with all local, State and Federal requirements.
- b. Any laboratory utilized by the Contractor must hold current environmental laboratory licensure from the Arizona Department of Health Services. Laboratories must also hold appropriate accreditations as required by other regulatory agencies (e.g. OSHA and EPA accreditation requirements).

### 6. Additional Services

- a. The City reserves the right to request additional, related services on an as-needed, if-needed basis.

**EXHIBIT B TO AGREEMENT  
COMPENSATION AND FEES**

**Section 1 – Personnel**

<b>Position Description</b>	<b>Hourly Rate</b>
Project Manager	\$62.50
Supervisor	\$47.95
Technician	\$32.50
Chemist	\$57.75
Equipment Operator	\$48.50
Driver	\$32.50
Administrative	\$29.00

**Section 2 – Vehicles and Equipment**

<b>Item</b>	<b>Provide Description</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>
½ - ¾ Ton Truck		\$10.00	\$85.00
1 Ton Truck		\$15.00	\$125.00
5 Ton Truck		\$25.00	\$250.00
Large Van		\$50.00	\$250.00
Backhoe		\$50.00	\$600.00
Roll Off Containers			\$15.00
Power Washer		\$15.00	\$125.00
Vacuum Truck		\$95.00	

**Section 3 – Services and Other Equipment**

<b>Service or Equipment</b>	<b>Mark Up %</b>
Consumables	20%
Rental Equipment	20%
Disposal	20%
Laboratory Services	20%
Subcontractors not listed	20%
Outside Consultants	20%

**Additional Pricing Information**

Pricing is based upon business hours for Monday thru Friday 0700-1700 hours, 8 hours per day. Outside of those hours and holidays, an overtime multiplier of 1.4% shall be assessed to the Hourly Rates above. Holidays are New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, and Christmas Day. Saturday and Sunday HHW events will not be assessed an overtime multiplier.

**EXHIBIT C TO AGREEMENT  
INSURANCE**

**INSURANCE**

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent

contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
  
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
  
- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.
  
- E. *Pollution Legal Liability Policy:*
  - 1. CONTRACTOR shall provide Pollution Legal Liability insurance which shall include coverage for:
    - a. On and off-site cleanup of known and unknown pre-existing conditions arising from the Contractor's facility or from the performance of the Contract or.
    - b. On and off-site cleanup of conditions arising from the Contractor's facility or from the performance of the Contract.
    - c. Third-party claims for on and off-site bodily injury and property damage arising from the performance of the Contract.
    - d. Claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo if the

Scope of Services in the Contract requires the transportation of any hazardous materials.

2. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Minimum Limits:

Per Loss \$ 5,000,000

Products/Completed Operations Aggregate \$ 5,000,000,

The policy shall be endorsed to include the following additional insured language: "The City of Chandler shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

If the Scope of Services in the Contract requires the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
  1. The Contractor's insurance must contain broad form contractual liability coverage.
  2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
  3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and

Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT  
SPECIAL CONDITIONS**

**NONE**





City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: June 24, 2021

**CITY OF CHANDLER SERVICES AGREEMENT  
ENVIRONMENTAL EMERGENCY RESPONSE AND REMEDIATION CITY OF CHANDLER  
AGREEMENT NO. MS1-926-4312**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and GrayMar Environmental Services, Inc., a Washington corporation Arizona partnership (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2021 (Effective Date).

**RECITALS**

A. On or about April 6, 2021, the City issued a solicitation for environmental emergency response and remediation services. As a result of the solicitation the City proposes to enter into three related agreements for environmental emergency response and remediation services in various amounts for the prices set forth in each environmental emergency response and remediation services agreement. Although the amount and type of environmental emergency response and remediation services may vary, the total sum for all three environmental emergency response and remediation services must not exceed \$150,000.

B. City proposes to establish agreements for environmental emergency response and remediation services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

**SECTION I: DEFINITIONS**

For purposes of this Agreement, the following definitions apply:

**Agreement** means the legal agreement executed between the City and the Contractor

**City** means the City of Chandler, Arizona

**Contractor** means the individual, partnership, or corporation named in the Agreement

**Days** means calendar days

**May, Should** means something that is not mandatory but permissible

**Shall, Will, Must** means a mandatory requirement

## **SECTION II: CONTRACTOR'S SERVICES**

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

## **SECTION III: PERIOD OF SERVICE**

The term of the Agreement is one year, and begins on July 1, 2021 and ends on June 30, 2022 unless sooner terminated in accordance with the provisions of 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 of the services approved and accepted by the City under this Agreement. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

## **SECTION V: GENERAL CONDITIONS**

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to

audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance

with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

<b>For the City</b>	<b>For the Contractor</b>
Name: <u>Christina Pryor</u>	Name: <u>Michael S. Gray</u>
Title: <u>Purchasing Manager</u>	Title: <u>President</u>
Address: <u>175 S. Arizona Ave., 3<sup>rd</sup> Floor</u> <u>Chandler, AZ 85225</u>	Address: <u>601 S. Pioneer Way, Suite F218</u> <u>Moses Lake, WA 98837</u>
Phone: <u>480.782.2403</u>	Phone: <u>509.770.4456</u>
Email: <u>christina.pryor@chandleraz.gov</u>	Email: <u>mgray@graymarenv.com</u>

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct

the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a

contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this

Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this

Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler

codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this

Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**FOR THE CITY**

**FOR THE CONTRACTOR**

By: \_\_\_\_\_

By: Michael Gray \_\_\_\_\_

Its: Mayor

Its: MG \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney *[Signature]*

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

## **EXHIBIT A TO AGREEMENT SCOPE OF SERVICES**

### **Contractor Responsibilities**

#### **1. General**

The Contractor will be available to respond to calls for service 24 hours per day, 7 days per week. The Contractor will provide a contact telephone number that is answered 24 hours per day, 7 days per week.

The Contractor will provide environmental remediation services including:

- a. Emergency response to spills, releases or threatened releases of hazardous waste and biologic, radioactive or otherwise regulated waste materials including stabilization and clean up.
- b. Transport of regulated Solid or Hazardous Wastes from the incident site and retention at a local holding area for at least 10 days while wastes are being analyzed for characterization and disposal.
- c. Production of post incident reports documenting site conditions, their actions, waste analysis, waste shipping, waste disposal and clearance sampling upon request from the City.
- d. Collection of samples and facilitation of laboratory analysis of waste, decontaminated site materials, environmental clearance environmental samples and air samples upon request from the City.
- e. Laboratory services to perform standard turnaround time and quick turn-around results (24 hour or other appropriate minimum time frames) upon request from the City. The City may choose to have the Contractor deliver samples to a laboratory of the City's designation and may arrange for direct billing of analysis cost from the laboratory to the City.
- f. Profile wastes, obtain approval for disposal, and dispose of the collected wastes at the disposal sites specified by the City. City designated staff will sign waste transportation manifests for the City. A list of authorized staff will be provided to Contractor by the City.
- g. Remediation of contamination upon including, but not limited to sampling and characterization, contamination excavation or demolition, loading of waste, transport of wastes to disposal site, manifesting of wastes, decontamination of remediation equipment or site materials, post clean-up site testing to verify clean site, and preparation of job summary and clearance findings reports.
- h. Non- emergency sampling, waste packaging, lab packs, waste disposal or remedial actions. Such non-emergency responses would not be handled with such short response times but may involve similar services.

#### **2. Response Types and Response Times**

##### **a. Environmental Management Division Emergency Response**

- During regular business hours, the Contractor must arrive on site fully equipped in response to a request from the Environmental Management Division within one hour. Outside of business hours, the Contractor must acknowledge receipt of the call within 15 minutes and provide an estimated time of arrival on scene.
- Additional resources needed to fully respond to high impact or complex releases must arrive on site within four hours of the initial response.

- The services performed by the Contractor must be to the satisfaction of the City. In the event of a second call out to the same scene for unsatisfactory service, the cost of repeat services will be the responsibility of the Contractor.
  - b. Chandler Police Department Emergency Response
    - During regular business hours, the Contractor must arrive on site fully equipped in response to a request from the Chandler Police Department within one hour. Outside of business hours, the Contractor must acknowledge receipt of the call within 15 minutes and provide an estimated time of arrival on scene.
    - The services performed by the Contractor must be to the satisfaction of the City. In the event of a second call out to the same scene for unsatisfactory service, the cost of repeat services will be the responsibility of the Contractor.
    - At its sole discretion, for non-emergency situations, the Chandler Police Department may allow for a response time in excess of one hour.
  - c. Response Time Delays

The Contractor will not charge the City for any idle time on-scene resulting from a delayed arrival of a subcontractor.
3. Equipment
- a. The Contractor must provide all materials and equipment necessary to appropriately respond to any event including, but not limited to:
    - Personal protective equipment (up to level B)
    - Air monitoring equipment
    - Material testing capability (HazCat test kit)
    - Waste containment containers (drums, bins, etc.)
    - Absorbents and decontamination materials loading equipment
    - Isolation supplies
    - Transport vehicles
    - Liquid recovery equipment (i.e. vactor truck)
    - Power washing equipment
    - Contaminated wash-water recovery equipment
    - Other supplies and tools
4. Personnel
- a. All Contractor personnel must be appropriately trained to respond to events including Hazwoper training, at a minimum.
  - b. The Contractor will equip its personnel with all necessary personal protective equipment.
  - c. While on scene, all Contractor personnel must wear a uniform or badge clearly identifying them as Contractor personnel.
5. Facilities
- a. Any holding facility utilized by the Contractor must be fully licensed and permitted for this purpose and in compliance with all local, State and Federal requirements.
  - b. Any laboratory utilized by the Contractor must hold current environmental laboratory licensure from the Arizona Department of Health Services. Laboratories must also hold appropriate accreditations as required by other regulatory agencies (e.g. OSHA and EPA accreditation requirements).
6. Additional Services

- a. The City reserves the right to request additional, related services on an as-needed, if-needed basis.

## EXHIBIT B TO AGREEMENT COMPENSATION AND FEES

### Section 1 – Personnel

Position Description	Hourly Rate
Project Manager	\$59.00
Supervisor	\$53.00
Technician	\$38.00
Chemist	\$60.00
Equipment Operator	\$49.00
Driver	\$49.00
Administrative	\$35.00
Other (describe): Bio-Hazardous Technician	\$38.00
Other (describe): Senior Project Manager	\$67.00
Other (describe): Professional Engineer, Registered Geologist or CIH	\$139.00

### Section 2 – Vehicles and Equipment

Item	Provide Description	Hourly Rate	Daily Rate
½ - ¾ Ton Truck	Response/Service Pickup	\$15.00	\$95.00
1 Ton Truck	Response Vehicle Pickup/Van	\$20.00	\$125.00
5 Ton Truck	Response/Service Box Truck	\$35.00	\$225.00
Large Van	Larger Response/Service Box Truck	\$40.00	\$225.00
Backhoe	Minimum 4-hours	\$75.00	\$485.00
Roll Off Containers	Rental Fees	N/A	\$13.00
Power Washer	Trailer Mount/Truck Mount	\$55.00	\$225.00

### Section 3 – Services and Other Equipment

Service or Equipment	Mark Up %
Consumables	15%
Rental Equipment	20%
Disposal	15%
Laboratory Services	15%
Subcontractor (describe): Sweeping Services	15%
Subcontractor (describe): Environmental Consulting Firm (if needed)	15%
Other (describe): Outside Transportation/Hauling Services	15%
Other (describe): Outside Dry or Wet Vactor Services	15%

### Section 4 – Additional Pricing Details

- Days are charged at regular rates, Monday to Friday 0700 to 1700
- Multiplier used for unplanned events and emergency response calls during regular hours and standard overtime hours is 1.50 time hourly cost
- Circumstances that constitute overtime are weekends national holidays and days over 8 hours on site
- Multiplier used for holidays is 1.75 times hourly cost
- Days considered holidays are New Years Day, Memorial Day, 4th of July, Labor Day,
- Thanksgiving Day, and Christmas Day

## Additional Fees for Special PPE

PPE Level	Description	Cost	Unit
A	Work time spent per person in Level A PPE	\$325.00	Per 8 hour day
B	Work time spent per person in Level B PPE	\$275.00	Per 8 hour day
C	Work time spent per person in Level C PPE	\$25.00	Per 8 hour day
D	Work time spent per person in Level D PPE	\$5.00	Per 8 hour day

## Fees for Containers and Supplies Meeting DOT Packaging Requirements

CONTAINERS / SUPPLIES REQUIRED DOT PACKAGING REQUIREMENTS	UNIT OF MEASURE (U/M)	COST PER U/M
5 gallon poly pails including lids	Each	\$12.00
5 Gallon Open-Head Steel Pail with Leak-Proof Lid	Each	\$16.00
14 gallon poly open-head	Each	\$40.00
15 gallon poly closed-head	Each	\$38.00
16 gallon metal open-head	Each	\$48.00
16 gallon metal open-head	Each	\$48.00
20 gallon fiber drums open-head	Each	\$31.00
30 gallon fiber drums open-head	Each	\$34.00
30 gallon poly drums open-head	Each	\$47.00
30 gallon metal drums open-head	Each	\$62.00
55 gallon poly drums close-head	Each	\$49.00
55 gallon poly drums open-head	Each	\$79.00
55 gallon drums metal open-head	Each	\$55.00
55 gallon drums metal close-head	Each	\$49.00
55 gallon fiber drum open-head	Each	\$43.00
85 gallon Salvage Drum 12/9/12	Each	\$141.00
95 gallon Poly Salvage Drum	Each	\$215.00
275-gallon Tote – Reconditioned	Each	\$227.00
330-gallon Tote – Reconditioned	Each	\$239.00
DOT Tri-Wall Containers (cardboard box / liner as unit)	Each	\$87.00
Non-DOT Tri-Wall Containers (cardboard box / liner as unit)	Each	\$68.00
Pallets for Tri-Wall Containers	Each	\$ no charge
Shipping Box – 4' Fluorescent tube	Each	\$11.00
Shipping Box – 8' Fluorescent tube	Each	\$15.00
Fiber Drum – 4' Fluorescent tube	Each	\$46.00
Fiber Drum – 8' Fluorescent tube	Each	\$51.00
Drum liners 55 gallon	Each	\$1.45
Absorbent (Spills and cleanup)	Each	\$16.00
Absorbent (for lab packs)	Each	\$22.00

## Fees for Equipment and Materials

<b>EQUIPMENT AND MATERIALS</b>	<b>UNIT OF MEASURE U/M</b>	<b>COST PER UNIT OF MEASURE</b>
Vacuum Tanker 2,200-gallon	Hourly	\$85.00
Vacuum Tanker 5,000-gallon	Hourly	\$105.00
Hot Pressure Wash Truck w/Vacuum and 330 Gallon Tank	Hourly	\$55.00
Guzzler w/High Rail	Hourly	\$325.00
Tractor Trailer – Flatbed	Hourly	\$105.00
Tractor Trailer – 45' to 49' Cargo Van	Hourly	\$105.00
Bobtail – Flatbed	Hourly	\$85.00
Emergency Response Trailer	Daily	\$325.00
High Pressure Water Blaster – 10,000psi	Hourly	\$75.00
Roll-off Transportation – Long Rail - Handle two roll-offs	Hourly	\$85.00
Light Tower	Daily	\$142.00
Generator 3.5K	Daily	\$152.00
Drum Vacuum – Pneumatic	Daily	\$135.00
Electric Drum Pump	Daily	\$95.00
Wet Vactor Unit	Hourly	\$275.00
Dry Vactor Unit	Hourly	\$235.00
Mercury Vapor Analyzer	Daily	\$255.00
Four Gas Meter	Daily	\$95.00
PID Meter	Daily	\$125.00
Kanomax Dust Particulate Meter 3443G – PM10 – Portable	Daily	\$95.00
Wet Vacuum	Daily	\$40.00
Mercury Vacuum	Daily	\$275.00
Fogger	Daily	\$125.00
Hudson Sprayer (3-gallon)	Each	\$40.00
Duct Tape	Roll	\$11.00
Caution Tape	Roll	\$25.00
Confined Space Entry Gear	Daily	\$355.00

**EXHIBIT C TO AGREEMENT  
INSURANCE**

**INSURANCE**

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent

contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.
- E. *Pollution Legal Liability Policy:*
  - 1. CONTRACTOR shall provide Pollution Legal Liability insurance which shall include coverage for:
    - a. On and off-site cleanup of known and unknown pre-existing conditions arising from the Contractor's facility or from the performance of the Contract or.
    - b. On and off-site cleanup of conditions arising from the Contractor's facility or from the performance of the Contract.
    - c. Third-party claims for on and off-site bodily injury and property damage arising from the performance of the Contract.
    - d. Claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo if the

Scope of Services in the Contract requires the transportation of any hazardous materials.

2. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Minimum Limits:

Per Loss \$ 5,000,000

Products/Completed Operations Aggregate \$ 5,000,000,

The policy shall be endorsed to include the following additional insured language: "The City of Chandler shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

If the Scope of Services in the Contract requires the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
  1. The Contractor's insurance must contain broad form contractual liability coverage.
  2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
  3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and

Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT  
SPECIAL CONDITIONS**

**NONE**





City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: June 24, 2021

**CITY OF CHANDLER SERVICES AGREEMENT  
ENVIRONMENTAL EMERGENCY RESPONSE AND REMEDIATION CITY OF CHANDLER  
AGREEMENT NO. MS1-926-4312**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Emergency Environmental Services, an Arizona partnership (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2021 (Effective Date).

**RECITALS**

A. On or about April 6, 2021, the City issued a solicitation for environmental emergency response and remediation services. As a result of the solicitation the City proposes to enter into three related agreements for environmental emergency response and remediation services in various amounts for the prices set forth in each environmental emergency response and remediation services agreement. Although the amount and type of environmental emergency response and remediation services may vary, the total sum for all three environmental emergency response and remediation services must not exceed \$150,000.

B. City proposes to establish agreements for environmental emergency response and remediation services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

**SECTION I: DEFINITIONS**

For purposes of this Agreement, the following definitions apply:

**Agreement** means the legal agreement executed between the City and the Contractor

**City** means the City of Chandler, Arizona

**Contractor** means the individual, partnership, or corporation named in the Agreement

**Days** means calendar days

**May, Should** means something that is not mandatory but permissible

**Shall, Will, Must** means a mandatory requirement

## **SECTION II: CONTRACTOR'S SERVICES**

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

## **SECTION III: PERIOD OF SERVICE**

The term of the Agreement is one year, and begins on July 1, 2021 and ends on June 30, 2022 unless sooner terminated in accordance with the provisions of 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 of the services approved and accepted by the City under this Agreement. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

## **SECTION V: GENERAL CONDITIONS**

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to

audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance

with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

<b>For the City</b>	<b>For the Contractor</b>
Name: <u>Christina Pryor</u>	Name: <u>Ryan Campbell</u>
Title: <u>Purchasing Manager</u>	Title: <u>Operations Manager</u>
Address: <u>175 S. Arizona Ave., 3<sup>rd</sup> Floor</u> <u>Chandler, AZ 85225</u>	Address: <u>563 E. Juanita Ave.</u> <u>Mesa, AZ 85204</u>
Phone: <u>480.782.2403</u>	Phone: <u>602.694.2462</u>
Email: <u>christina.pryor@chandleraz.gov</u>	Email: <u>ryan@emergencyenv.com</u>

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct

the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a

contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this

Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this

Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler

codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this

Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**FOR THE CITY**

**FOR THE CONTRACTOR**

By: \_\_\_\_\_

By: Ryan Campbell

Its: Mayor

Its: Operations Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney 

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

## **EXHIBIT A TO AGREEMENT SCOPE OF SERVICES**

### **Contractor Responsibilities**

#### **1. General**

The Contractor will be available to respond to calls for service 24 hours per day, 7 days per week. The Contractor will provide a contact telephone number that is answered 24 hours per day, 7 days per week.

The Contractor will provide environmental remediation services including:

- a. Emergency response to spills, releases or threatened releases of hazardous waste and biologic, radioactive or otherwise regulated waste materials including stabilization and clean up.
- b. Transport of regulated Solid or Hazardous Wastes from the incident site and retention at a local holding area for at least 10 days while wastes are being analyzed for characterization and disposal.
- c. Production of post incident reports documenting site conditions, their actions, waste analysis, waste shipping, waste disposal and clearance sampling upon request from the City.
- d. Collection of samples and facilitation of laboratory analysis of waste, decontaminated site materials, environmental clearance environmental samples and air samples upon request from the City.
- e. Laboratory services to perform standard turnaround time and quick turn-around results (24 hour or other appropriate minimum time frames) upon request from the City. The City may choose to have the Contractor deliver samples to a laboratory of the City's designation and may arrange for direct billing of analysis cost from the laboratory to the City.
- f. Profile wastes, obtain approval for disposal, and dispose of the collected wastes at the disposal sites specified by the City. City designated staff will sign waste transportation manifests for the City. A list of authorized staff will be provided to Contractor by the City.
- g. Remediation of contamination upon including, but not limited to sampling and characterization, contamination excavation or demolition, loading of waste, transport of wastes to disposal site, manifesting of wastes, decontamination of remediation equipment or site materials, post clean-up site testing to verify clean site, and preparation of job summary and clearance findings reports.
- h. Non-emergency sampling, waste packaging, lab packs, waste disposal or remedial actions. Such non-emergency responses would not be handled with such short response times but may involve similar services.

#### **2. Response Types and Response Times**

- a. Environmental Management Division Emergency Response
  - During regular business hours, the Contractor must arrive on site fully equipped in response to a request from the Environmental Management Division within one hour. Outside of business hours, the Contractor must acknowledge receipt of the call within 15 minutes and provide an estimated time of arrival on scene.
  - Additional resources needed to fully respond to high impact or complex releases must arrive on site within four hours of the initial response.

- The services performed by the Contractor must be to the satisfaction of the City. In the event of a second call out to the same scene for unsatisfactory service, the cost of repeat services will be the responsibility of the Contractor.
- b. Chandler Police Department Emergency Response
  - During regular business hours, the Contractor must arrive on site fully equipped in response to a request from the Chandler Police Department within one hour. Outside of business hours, the Contractor must acknowledge receipt of the call within 15 minutes and provide an estimated time of arrival on scene.
  - The services performed by the Contractor must be to the satisfaction of the City. In the event of a second call out to the same scene for unsatisfactory service, the cost of repeat services will be the responsibility of the Contractor.
  - At its sole discretion, for non-emergency situations, the Chandler Police Department may allow for a response time in excess of one hour.
- c. Response Time Delays  
The Contractor will not charge the City for any idle time on-scene resulting from a delayed arrival of a subcontractor.

### 3. Equipment

- a. The Contractor must provide all materials and equipment necessary to appropriately respond to any event including, but not limited to:
  - Personal protective equipment (up to level B)
  - Air monitoring equipment
  - Material testing capability (HazCat test kit)
  - Waste containment containers (drums, bins, etc.)
  - Absorbents and decontamination materials loading equipment
  - Isolation supplies
  - Transport vehicles
  - Liquid recovery equipment (i.e. vactor truck)
  - Power washing equipment
  - Contaminated wash-water recovery equipment
  - Other supplies and tools

### 4. Personnel

- a. All Contractor personnel must be appropriately trained to respond to events including Hazwoper training, at a minimum.
- b. The Contractor will equip its personnel with all necessary personal protective equipment.
- c. While on scene, all Contractor personnel must wear a uniform or badge clearly identifying them as Contractor personnel.

### 5. Facilities

- a. Any holding facility utilized by the Contractor must be fully licensed and permitted for this purpose and in compliance with all local, State and Federal requirements.
- b. Any laboratory utilized by the Contractor must hold current environmental laboratory licensure from the Arizona Department of Health Services. Laboratories must also hold appropriate accreditations as required by other regulatory agencies (e.g. OSHA and EPA accreditation requirements).

### 6. Additional Services

- a. The City reserves the right to request additional, related services on an as-needed, if-needed basis.

**EXHIBIT B TO AGREEMENT  
COMPENSATION AND FEES**

**Section 1 – Personnel**

<b>Position Description</b>	<b>Hourly Rate</b>
Project Manager	\$85.00
Supervisor	\$65.00
Technician	\$48.00
Chemist	\$95.00
Equipment Operator	\$55.00
Driver Note: Commercial vehicle costs are operated costs (Driver Included)	\$40.00 - OT Only
Administrative	\$35.00
Other (describe): Temporary BioPro Technician - Bio Clean Up Only	\$225.00

**Section 2 – Vehicles and Equipment**

<b>Item</b>	<b>Provide Description</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>
½ - ¾ Ton Truck	Pick Up Truck - Bed	\$25.50	\$204.00
1 Ton Truck	Service Body and or Contractor Body	\$35.50	\$284.00
5 Ton Truck	Stake Body with Lift Gate	\$45.00	\$360.00
Large Van	16ft. Box Van / 48 ft. Box Van	\$55.00 /	\$440.00 /
		\$125.00	\$1000.00
Backhoe	CAT 420 or similar	\$75.00	\$600.00
Roll Off Containers	20, 30 or 40 Open Top	\$125.00 - Delivery Only	\$25.00 - Box Only
Power Washer	Hotsy 4500 psi	N/A	\$450.00
Other	70 BBL DOT Vacuum Tanker	\$115.00	\$920.00
Other	130 BBL DOT Vacuum Tanker	\$145.00	\$1160.00
Other	Guzzler Air Mover	\$225.00	\$1800.00

**Section 3 – Services and Other Equipment**

<b>Service or Equipment</b>	<b>Mark Up %</b>
Consumables	10%
Rental Equipment	10%
Disposal	10%
Laboratory Services	10%
Subcontractor (describe): Phoenix Environmental Group	10%
Subcontractor (describe): BioPro, LLC	Pass Through - 0% Mark Up
Other (describe): Waste Transportation Services - If Required	10%

**EXHIBIT C TO AGREEMENT  
INSURANCE**

**INSURANCE**

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent

contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.
- E. *Pollution Legal Liability Policy:*
  - 1. CONTRACTOR shall provide Pollution Legal Liability insurance which shall include coverage for:
    - a. On and off-site cleanup of known and unknown pre-existing conditions arising from the Contractor's facility or from the performance of the Contract or.
    - b. On and off-site cleanup of conditions arising from the Contractor's facility or from the performance of the Contract.
    - c. Third-party claims for on and off-site bodily injury and property damage arising from the performance of the Contract.
    - d. Claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo if the

Scope of Services in the Contract requires the transportation of any hazardous materials.

2. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Minimum Limits:

Per Loss \$ 5,000,000

Products/Completed Operations Aggregate \$ 5,000,000,

The policy shall be endorsed to include the following additional insured language: "The City of Chandler shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

If the Scope of Services in the Contract requires the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
  1. The Contractor's insurance must contain broad form contractual liability coverage.
  2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
  3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and

Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT  
SPECIAL CONDITIONS**

**NONE**





**City Council Memorandum    Management Services    Memo No. 21-056**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
Dawn Lang, Management Services Director  
**From:** Danielle Wells, Revenue and Tax Manager  
**Subject:** New License Series 12, Restaurant Liquor License Application for James Xie, Agent, Ramen Hood Chandler, LLC, DBA Ramen Hood

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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. 149960, a Series 12 Restaurant Liquor License for James Xie, Agent, Ramen Hood Chandler, LLC, DBA Ramen Hood, located at 1940 W. Chandler Boulevard, Suite 12, and approval of the City of Chandler Series 12 Restaurant Liquor License No. 300794.

**Discussion:**

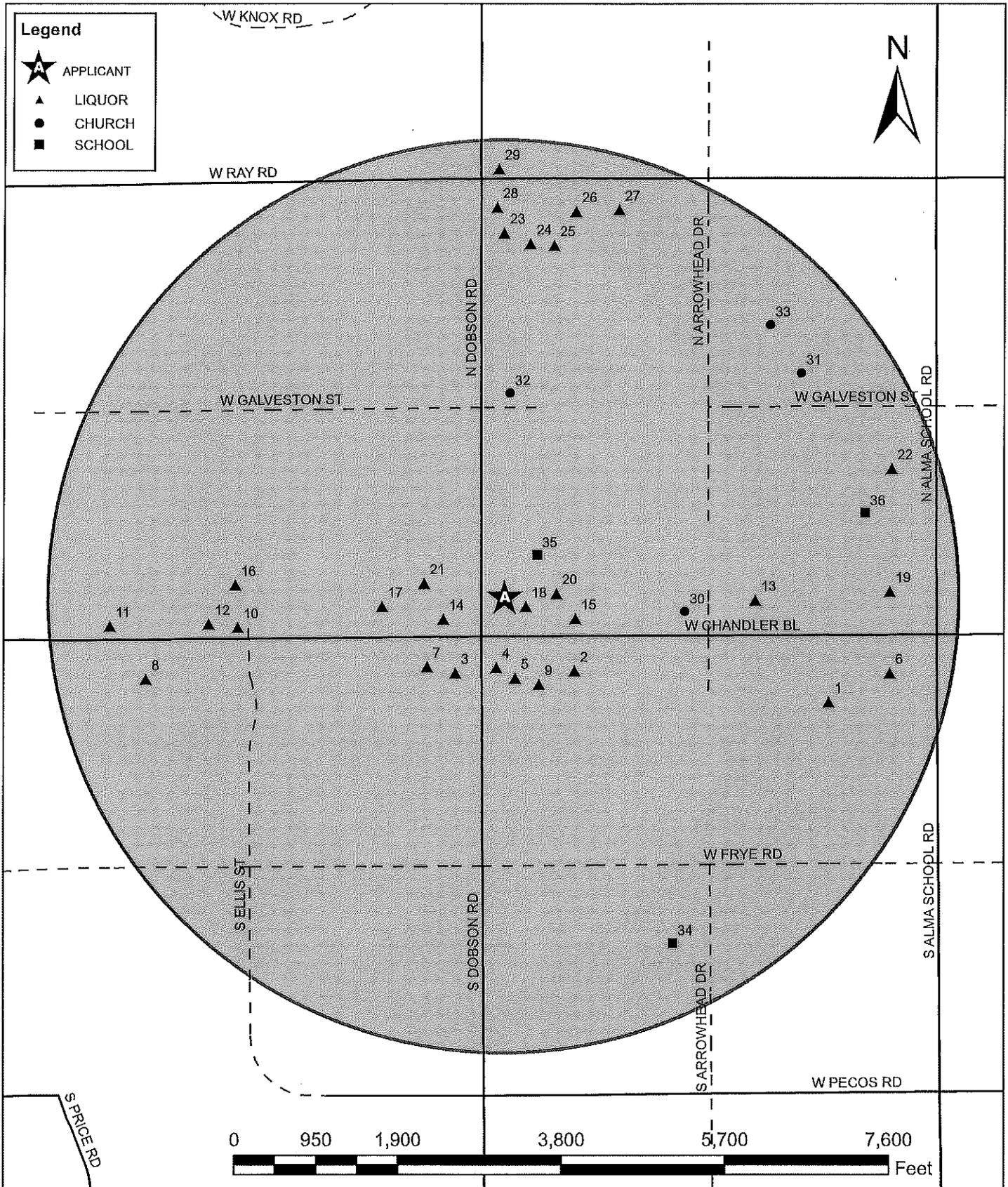
This application for a liquor license was posted for hearing on June 24, 2021.

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.

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**Attachments**

A-Map  
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)



## Liquor License Map - 1940 W Chandler Boulevard Suite 12

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additional information

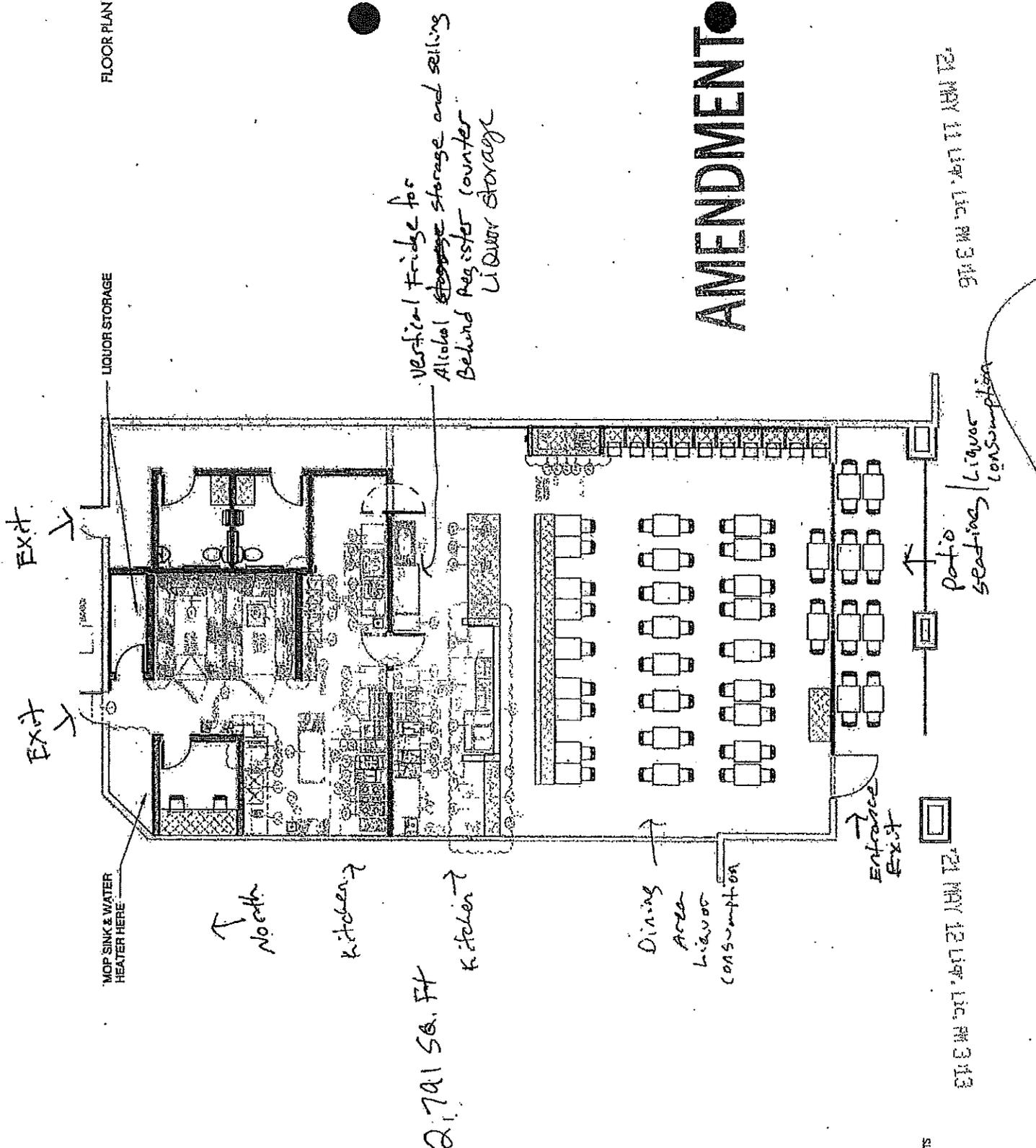
- A Ramen Hood
- 1 Safeway Inc #1604
- 2 Elks Lodge #2429
- 3 CVS/Pharmacy #9283
- 4 Circle K Store #9162
- 5 Walgreen Arizona Drug Co
- 6 Gilligan's Arco Am/Pm
- 7 La Hacienda Family Mexican Restaurant
- 8 Full Circle Auto Wash
- 9 Pizza Hut #35875
- 10 Juan Jaimes Tacos And Tequila
- 11 Black Angus Steakhouse
- 12 Cheddars Casual Cafe
- 13 Circle K Corp 2854
- 14 Thai Rama Chandler LLC
- 15 The Hungry Monk
- 16 NYPD Pizza
- 17 American Legion #35
- 18 99 Ranch Market #53
- 19 Sunny's Breakfast & Lunch
- 20 Peter Piper Pizza #1216
- 21 Maskadores Taco Shop #15
- 22 Floridino's Pizza & Pasta
- 23 Sprouts Farmers Market #1
- 24 Nate's Third Base Restaurant
- 25 Valle Luna Mexican Food & Cantina
- 26 Pita Jungle-Chandler Inc
- 27 Sushi & Cocktails
- 28 Chevron
- 29 Fry's Food & Drug #51
- 30 Christ Community Church
- 31 Chandler Seventh Day Adventist Church
- 32 LDS Church
- 33 LDS Church
- 34 Conley Elementary School
- 35 Bright Beginnings School
- 36 Arizona College Prep - Erie Campus

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.



BAR NAPKIN PRODUCTIONS  
 2828 N Camel Ave, Ste 1300, Phoenix, AZ 85004  
 602.492.7494 | bmp@ic.com

FLOOR PLAN



# AMENDMENT

RAMENHOOD  
 1940 W. CHANDLER BLVD., SUITE 12  
 CHANDLER, AZ 85224

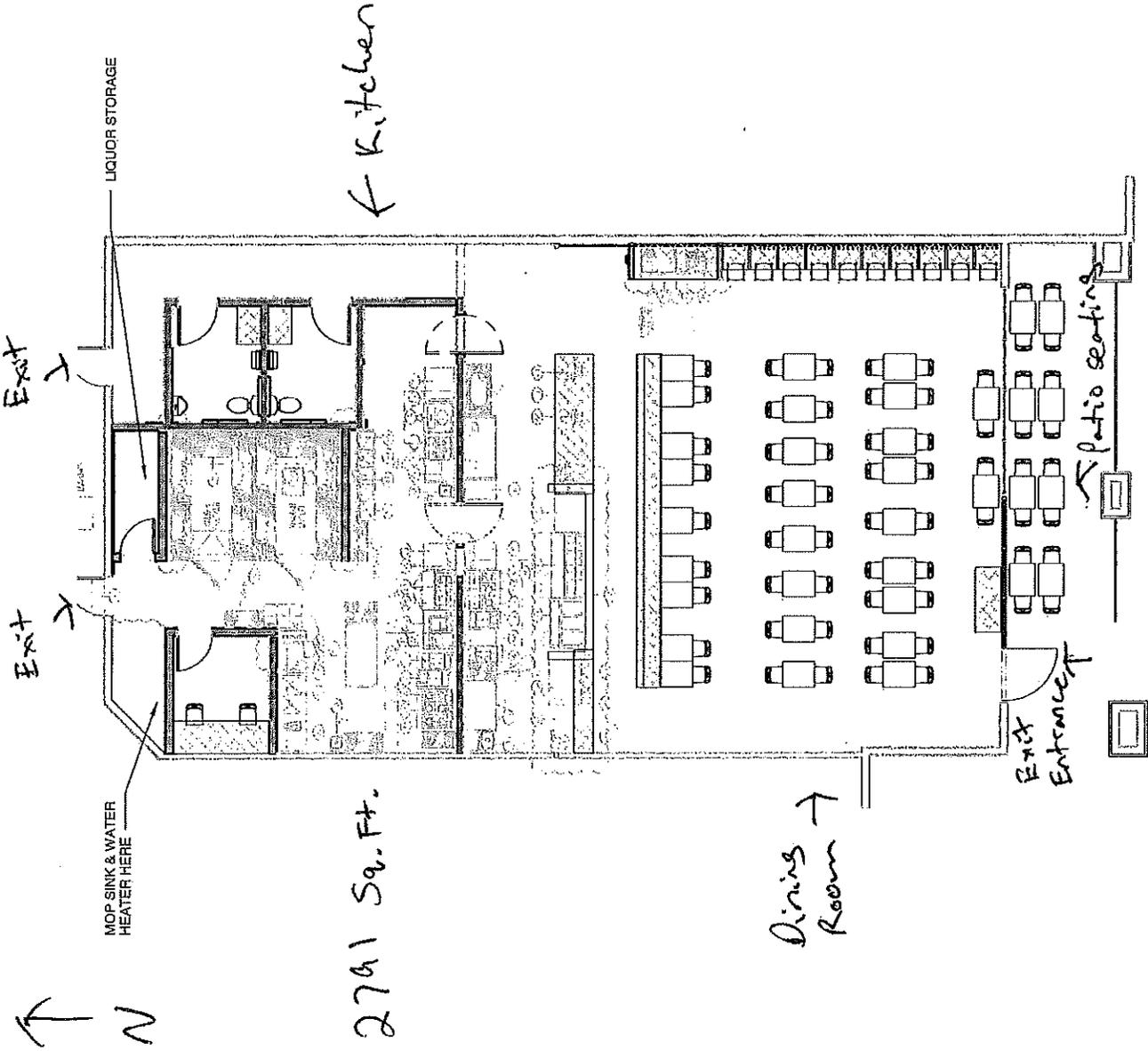
10.21.20 FLOOR PLAN ADJUSTMENTS

This drawing is an electronic version and does not constitute a final plan. All dimensions and notes are subject to change without notice. All work shall be in accordance with the applicable Arizona State Building Code.

21 MAY 11 Lic. No. 3-113

21 MAY 12 Lic. No. 3-113

FLOOR PLAN



**BAR NAPKIN PRODUCTIONS**  
 2828 N. Central Ave., Ste 1300, Phoenix, AZ 85004  
 602.492.9494 | bnp-llc.com

**RAMENHOOD**  
 1940 W. CHANDLER BLVD., SUITE 12  
 CHANDLER, AZ 85224

10.21.20 FLOOR PLAN ADJUSTMENTS

This drawing is an addendum to the original floor plan. It is not a final floor plan. It is subject to change without notice. All dimensions are approximate. © 2020 BMP LLC. All rights reserved.



**City Council Memorandum    Management Services    Memo No. 21-062**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
**From:** Dawn Lang, Management Services Director  
**Subject:** Resolution No. 5494, Designating the Chief Fiscal Officer for Officially Submitting the Fiscal Year 2022 Expenditure Limitation Report to the Arizona Auditor General

---

**Proposed Motion:**

Move to pass and adopt Resolution No. 5494, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2022 Expenditure Limitation Report to the Arizona Auditor General.

**Background/Discussion**

A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer (CFO) the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. This action must be completed through an action of the governing body. For the City of Chandler, Dawn Lang, Management Services Director and Chief Financial Officer, will be designated as the Chief Fiscal Officer for this purpose.

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**Attachments**

Resolution No. 5494

**RESOLUTION NO. 5494**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2022 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31, the name of the Chief Fiscal Officer (CFO) the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of Chandler, City Council desires to designate Dawn Lang, as the City's Chief Fiscal Officer; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

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

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. Dawn Lang is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the Fiscal Year 2022 AELR to the Arizona Auditor General's Office on the governing body's behalf.

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. 5494 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_\_ of \_\_\_\_\_, 2021 and that a quorum was present thereat.

\_\_\_\_\_  
CITY CLERK

APPROVAL AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY





City Council Memorandum    City Clerk's Office Memo No. N/A

**Date:** June 21, 2021  
**To:** Vice Mayor and Council  
**From:** Mayor Kevin Hartke  
**Subject:** Employee Agreement for City Magistrate Patrick Gann

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**Proposed Motion:**

Move City Council approve the City Magistrate employment agreement with Patrick Gann for the term of July 1, 2021, through June 30, 2023, with an annual base salary of \$170,881.08 for the first year, and \$176,007.51 for the second year.

**Background/Discussion**

On June 10, 2021, the Mayor and Council met in executive session to discuss the terms and conditions of the City Magistrate employment. As a result, the Council directed staff to prepare an employment agreement to be entered into, between the City and Patrick Gann.

---

**Attachments**

City Magistrate Employment Agreement - Patrick Gann

**CHANDLER CITY MAGISTRATE  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and PATRICK GANN (the "Employee"), (the City and the Employee may individually be referred to as "Party" and collectively referred to as "the Parties") on this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_ (Effective Date).

WITNESSETH:

WHEREAS, the City desires to employ the services of the Employee as City Magistrate of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of the Employee and to provide inducement for the Employee to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, (3) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating the Employee's services at such time as the Employee may be unable fully to discharge the Employee's duties or when the City may desire to otherwise terminate the Employee's employ; and

WHEREAS, the Employee desires to accept employment as a City Magistrate of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Duties**

The City hereby agrees to engage the Employee as a City Magistrate of the City to perform the functions and duties specified in the City Charter and City Code and to perform such other legally permissible and proper duties and functions as the City Council and Presiding City Magistrate shall from time to time assign.

**Section 2. Term**

A. The term of this Agreement shall be from July 1, 2021, through June 30, 2023.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Employee as provided by State law.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from employment with the City, subject only to the provisions set forth in Section 3 of this Agreement.
- D. Outside employment of the Employee shall not be permitted except with written permission of the Presiding City Magistrate. Such permission will not be given if it is determined that such employment is likely to:
  - 1. Physically or mentally hamper the Employee in his or her ability to do the job required by the City;
  - 2. Bring discredit to the City service, the Court, or the Employee;
  - 3. Be in conflict with the Employee's duties as a City Magistrate and/or employee of the City.

**Section 3. Resignation**

In the event the Employee voluntarily resigns from employment with the City before the expiration of the term of this Agreement, the Employee shall give the Presiding City Magistrate a minimum of two months written advance notice, or such advance notice as may be otherwise mutually agreed upon.

**Section 4. Disciplinary Actions**

- A. The Employee works at the direction of the Presiding City Magistrate and will be held to the high standards of conduct expected of a judicial officer and an employee of the City. The Employee shall be subject to disciplinary action up to and including dismissal for deficient performance or conduct that is inconsistent with the Code of Judicial Conduct or would result in disciplinary action if committed by any other City employee. The Presiding City Magistrate may issue discipline to the Employee in the form of a written reprimand or an unpaid disciplinary suspension of fewer than 30 calendar days.
- B. For suspensions without pay, the process for issuing discipline set forth in Personnel Rule 5, section 1, shall be followed including the issuance of a written pre-disciplinary notice which states the specific reason(s) and supporting evidence for the disciplinary action, an opportunity for the Employee to respond, and a final determination by the Presiding City Magistrate. The Employee may appeal an unpaid suspension to the City Council within five (5) work days of receiving the Presiding City Magistrate's final notice

of suspension without pay. Within 14 days of receipt of the Employee's appeal, the City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the discipline should or should not be upheld. The City Council's decision on the matter shall be rendered in open session and shall be final and not subject to appeal.

- C. If the Presiding City Magistrate determines the Employee's conduct warrants a suspension without pay greater in length than 30 calendar days, demotion, or dismissal, the Presiding City Magistrate shall refer the disciplinary action to the City Council unless both the Employee and the Presiding City Magistrate stipulate that the Presiding City Magistrate can issue disciplinary action in excess of a 30 day calendar day suspension without pay. Before referring the disciplinary action to the City Council, the Presiding City Magistrate shall issue to the Employee a notice of intent to recommend the specific disciplinary action and provide the Employee with three work days following receipt of the notice to respond in writing stating why the proposed disciplinary action should not be taken. Within three days from receipt of the Employee's response, the Presiding City Magistrate may decide to rescind the notice of intent or may refer the notice and the Employee's response to the City Council for a final decision. Within 14 days of receipt of the notice and the Employee's response, the City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the action should or should not be taken. The City Council's decision on the matter shall be rendered in open session and shall be final and not subject to appeal.
- D. The Presiding City Magistrate may suspend the Employee with pay whenever the Presiding City Magistrate believes such a suspension would be in the best interest of the Court. Suspension with pay shall not be considered a disciplinary action and the Employee shall have no appeal rights.

**Section 5. Salary**

- A. The City agrees to pay the Employee for the services rendered pursuant to this Agreement an annual salary payable in installments at the same time regular employees of the City are paid as follows:

<b><u>Time Period</u></b>	<b><u>Annual Salary</u></b>
July 1, 2021 through June 30, 2022	\$ 170,881.08
July 1, 2022 through June 30, 2023	\$ 176,007.51

If during the term of this Agreement the base salary of any other City Magistrate changes in accordance with the terms of his or her Agreement then the Employee's

annual base salary shall change to be equal to that of the other City Magistrate and such change shall be effective as of the same effective date as the change to the other City Magistrate's salary.

- B. Ongoing annual salary adjustments and merit increases approved for non-represented employees shall not apply to the Employee during the term of the Agreement.
- C. If, during the term of this Agreement, the City agrees to provide any payment to all non-represented employees that is not added to base salaries, City agrees to pay the Employee the same amount or percentage approved for such employees.

**Section 6. Hours of Work**

- A. The Employee shall work no fewer than 40 hours per week except when a City holiday occurs or when a leave is approved by the Presiding City Magistrate or a sick leave is taken as authorized under the City Personnel Rules.
- B. In the event Employee is required to work more than 40 hours in a week, the Employee shall not be compensated for the additional time.

**Section 7. Dues and Subscriptions**

The City agrees to budget and pay for the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to the City's determination as to what is necessary.

**Section 8. Professional Development**

The City shall budget and pay for the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other national, regional, state, and local governmental groups and committees thereof which the Employee serves as a member, subject to City's determination as to what is necessary.

**Section 9. Other Terms and Conditions of Employment**

- A. The City Council shall fix such other terms and conditions of employment as it may determine from time to time relating to performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

- B. All provisions of the City Charter and Code, and the Personnel Rules, Policies, and Administrative Regulations of the City relating to vacation and sick leave, retirement and retirement system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of the Employee. The Employee shall pay the same amount of employee and dependent premiums for the City health and dental plans as paid by other employees of the City.
- C. The Employee shall accrue vacation and sick leave benefits as follows:
1. Vacation: The Employee shall accrue vacation hours as set forth under Personnel Rule 15, Section 4(C). Personnel Rule 15, Section 5 shall apply to the Employee's accrual of vacation credits in excess of 240 hours. Excess vacation hours may be contributed to the Retirement Health Savings Plan as provided in CC-Reg. CM-57.
  2. Sick Leave: The Employee shall accrue and use sick leave, including Statutory Sick Leave, as set forth in Personnel Rule 15 and may convert sick leave to vacation credits as provided under Rule 15 and the Sick Leave Conversion Program, CC-Reg. CM-71.
- D. Payment of sick leave upon leaving City service or death:
1. Upon leaving City service, the Employee shall be entitled to compensation for accumulated sick leave under the provision of Personnel Rule 15 governing payment of sick leave for regular employees upon retirement.
  2. If the Employee dies prior to leaving City service, the Employee's beneficiaries shall be entitled to compensation for the Employee's accrued sick leave as provided in Personnel Rule 15.
- E. The Employee shall be covered by the City's insurance for malpractice and errors and omissions. City shall provide the Employee with term life insurance coverage in an amount equal to 1.5 times Employee's annual salary.
- F. The Employee shall be provided an additional amount of \$1,000.00 per year to be deposited into the City's Deferred Compensation Plan. The Employee may contribute additional amounts, up to the maximum allowed, to be deposited into the deferred compensation plan on a bi-weekly basis.

**Section 10. General Provisions**

- A. The text herein shall constitute the entire Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**Section 11. Reappointment**

Nothing in this Agreement shall give the Employee an employment right beyond the term set forth herein. In accordance with Section 2.09(c) of the Chandler City Charter, the reappointment of the Employee shall be at the pleasure of the City Council.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement.

**FOR THE CITY**

By: \_\_\_\_\_  
Mayor

**FOR THE EMPLOYEE**

By: Patrick G. Gann  
Patrick Gann

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney *Real*

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



City Council Memorandum    City Clerk's Office Memo No. N/A

**Date:** June 21, 2021  
**To:** Vice Mayor and Council  
**From:** Mayor Kevin Hartke  
**Subject:** Employment Agreement for City Magistrate Alexa Nolle

---

**Proposed Motion:**

Move City Council approve the City Magistrate employment agreement with Alexa Nolle for the term of July 1, 2021, through June 30, 2023, with an annual base salary of \$170,881.08 for the first year, and \$176,007.51 for the second year.

**Background/Discussion**

On June 10, 2021, the Mayor and Council met in executive session to discuss the terms and conditions of the City Magistrate employment. As a result, the Council directed staff to prepare an employment agreement to be entered into, between the City and Alexa Nolle.

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**Attachments**

City Magistrate Employment Agreement - Alexa Nolle

**CHANDLER CITY MAGISTRATE  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and ALEXA NOLLE (the "Employee"), (the City and the Employee may individually be referred to as "Party" and collectively referred to as "the Parties") on this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_ (Effective Date).

WITNESSETH:

WHEREAS, the City desires to employ the services of the Employee as City Magistrate of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of the Employee and to provide inducement for the Employee to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, (3) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating the Employee's services at such time as the Employee may be unable fully to discharge the Employee's duties or when the City may desire to otherwise terminate the Employee's employ; and

WHEREAS, the Employee desires to accept employment as a City Magistrate of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Duties**

The City hereby agrees to engage the Employee as a City Magistrate of the City to perform the functions and duties specified in the City Charter and City Code and to perform such other legally permissible and proper duties and functions as the City Council and Presiding City Magistrate shall from time to time assign.

**Section 2. Term**

A. The term of this Agreement shall be from July 1, 2021, through June 30, 2023.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Employee as provided by State law.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from employment with the City, subject only to the provisions set forth in Section 3 of this Agreement.
- D. Outside employment of the Employee shall not be permitted except with written permission of the Presiding City Magistrate. Such permission will not be given if it is determined that such employment is likely to:
  - 1. Physically or mentally hamper the Employee in his or her ability to do the job required by the City;
  - 2. Bring discredit to the City service, the Court, or the Employee;
  - 3. Be in conflict with the Employee's duties as a City Magistrate and/or employee of the City.

**Section 3. Resignation**

In the event the Employee voluntarily resigns from employment with the City before the expiration of the term of this Agreement, the Employee shall give the Presiding City Magistrate a minimum of two months written advance notice, or such advance notice as may be otherwise mutually agreed upon.

**Section 4. Disciplinary Actions**

- A. The Employee works at the direction of the Presiding City Magistrate and will be held to the high standards of conduct expected of a judicial officer and an employee of the City. The Employee shall be subject to disciplinary action up to and including dismissal for deficient performance or conduct that is inconsistent with the Code of Judicial Conduct or would result in disciplinary action if committed by any other City employee. The Presiding City Magistrate may issue discipline to the Employee in the form of a written reprimand or an unpaid disciplinary suspension of fewer than 30 calendar days.
- B. For suspensions without pay, the process for issuing discipline set forth in Personnel Rule 5, section 1, shall be followed including the issuance of a written pre-disciplinary notice which states the specific reason(s) and supporting evidence for the disciplinary action, an opportunity for the Employee to respond, and a final determination by the Presiding City Magistrate. The Employee may appeal an unpaid suspension to the City Council within five (5) work days of receiving the Presiding City Magistrate's final notice

of suspension without pay. Within 14 days of receipt of the Employee's appeal, the City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the discipline should or should not be upheld. The City Council's decision on the matter shall be rendered in open session and shall be final and not subject to appeal.

- C. If the Presiding City Magistrate determines the Employee's conduct warrants a suspension without pay greater in length than 30 calendar days, demotion, or dismissal, the Presiding City Magistrate shall refer the disciplinary action to the City Council unless both the Employee and the Presiding City Magistrate stipulate that the Presiding City Magistrate can issue disciplinary action in excess of a 30 day calendar day suspension without pay. Before referring the disciplinary action to the City Council, the Presiding City Magistrate shall issue to the Employee a notice of intent to recommend the specific disciplinary action and provide the Employee with three work days following receipt of the notice to respond in writing stating why the proposed disciplinary action should not be taken. Within three days from receipt of the Employee's response, the Presiding City Magistrate may decide to rescind the notice of intent or may refer the notice and the Employee's response to the City Council for a final decision. Within 14 days of receipt of the notice and the Employee's response, the City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the action should or should not be taken. The City Council's decision on the matter shall be rendered in open session and shall be final and not subject to appeal.
- D. The Presiding City Magistrate may suspend the Employee with pay whenever the Presiding City Magistrate believes such a suspension would be in the best interest of the Court. Suspension with pay shall not be considered a disciplinary action and the Employee shall have no appeal rights.

**Section 5. Salary**

- A. The City agrees to pay the Employee for the services rendered pursuant to this Agreement an annual salary payable in installments at the same time regular employees of the City are paid as follows:

<b><u>Time Period</u></b>	<b><u>Annual Salary</u></b>
July 1, 2021 through June 30, 2022	\$ 170,881.08
July 1, 2022 through June 30, 2023	\$ 176,007.51

If during the term of this Agreement the base salary of any other City Magistrate changes in accordance with the terms of his or her Agreement then the Employee's

annual base salary shall change to be equal to that of the other City Magistrate and such change shall be effective as of the same effective date as the change to the other City Magistrate's salary.

- B. Ongoing annual salary adjustments and merit increases approved for non-represented employees shall not apply to the Employee during the term of the Agreement.
- C. If, during the term of this Agreement, the City agrees to provide any payment to all non-represented employees that is not added to base salaries, City agrees to pay the Employee the same amount or percentage approved for such employees.

**Section 6. Hours of Work**

- A. The Employee shall work no fewer than 40 hours per week except when a City holiday occurs or when a leave is approved by the Presiding City Magistrate or a sick leave is taken as authorized under the City Personnel Rules.
- B. In the event Employee is required to work more than 40 hours in a week, the Employee shall not be compensated for the additional time.

**Section 7. Dues and Subscriptions**

The City agrees to budget and pay for the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to the City's determination as to what is necessary.

**Section 8. Professional Development**

The City shall budget and pay for the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other national, regional, state, and local governmental groups and committees thereof which the Employee serves as a member, subject to City's determination as to what is necessary.

**Section 9. Other Terms and Conditions of Employment**

- A. The City Council shall fix such other terms and conditions of employment as it may determine from time to time relating to performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

- B. All provisions of the City Charter and Code, and the Personnel Rules, Policies, and Administrative Regulations of the City relating to vacation and sick leave, retirement and retirement system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of the Employee. The Employee shall pay the same amount of employee and dependent premiums for the City health and dental plans as paid by other employees of the City.
- C. The Employee shall accrue vacation and sick leave benefits as follows:
1. Vacation: The Employee shall accrue vacation hours as set forth under Personnel Rule 15, Section 4(C). Personnel Rule 15, Section 5 shall apply to the Employee's accrual of vacation credits in excess of 240 hours. Excess vacation hours may be contributed to the Retirement Health Savings Plan as provided in CC-Reg. CM-57.
  2. Sick Leave: The Employee shall accrue and use sick leave, including Statutory Sick Leave, as set forth in Personnel Rule 15 and may convert sick leave to vacation credits as provided under Rule 15 and the Sick Leave Conversion Program, CC-Reg. CM-71.
- D. Payment of sick leave upon leaving City service or death:
1. Upon leaving City service, the Employee shall be entitled to compensation for accumulated sick leave under the provision of Personnel Rule 15 governing payment of sick leave for regular employees upon retirement.
  2. If the Employee dies prior to leaving City service, the Employee's beneficiaries shall be entitled to compensation for the Employee's accrued sick leave as provided in Personnel Rule 15.
- E. The Employee shall be covered by the City's insurance for malpractice and errors and omissions. City shall provide the Employee with term life insurance coverage in an amount equal to 1.5 times Employee's annual salary.
- F. The Employee shall be provided an additional amount of \$1,000.00 per year to be deposited into the City's Deferred Compensation Plan. The Employee may contribute additional amounts, up to the maximum allowed, to be deposited into the deferred compensation plan on a bi-weekly basis.

**Section 10. General Provisions**

- A. The text herein shall constitute the entire Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**Section 11. Reappointment**

Nothing in this Agreement shall give the Employee an employment right beyond the term set forth herein. In accordance with Section 2.09(c) of the Chandler City Charter, the reappointment of the Employee shall be at the pleasure of the City Council.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement.

**FOR THE CITY**

By: \_\_\_\_\_  
Mayor

**FOR THE EMPLOYEE**

By: Alexa Nolle  
Alexa Nolle

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney *[Signature]*

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



City Council Memorandum    City Clerk's Office Memo No. N/A

**Date:** June 21, 2021  
**To:** Vice Mayor and Council  
**From:** Mayor Kevin Hartke  
**Subject:** City Attorney Employment Agreement

---

**Proposed Motion:**

Move City Council approve the City Attorney Employment Agreement with Kelly Schwab for the term of July 1, 2021, through June 30, 2022, at an annual base salary of \$213,690.

**Background/Discussion**

On June 10, 2021, the Mayor and Council conducted the annual performance review for the City Attorney. As a result of the review, the Council directed staff to prepare an employment agreement to be entered into, between the City and Kelly Schwab.

---

**Attachments**

City Attorney Employment Contract

## EMPLOYMENT AGREEMENT

This document shall constitute the Employment Agreement by and between the City of Chandler, State of Arizona, a municipal corporation, hereinafter called "City", and Kelly Y. Schwab, hereinafter called "Employee", who both understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Attorney of the City of Chandler, Arizona and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (3) to set forth the terms for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties or when City may desire to otherwise terminate Employee's employ; and

WHEREAS, Employee desires to accept employment as City Attorney of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### SECTION 1. Duties

City hereby agrees to employ said Kelly Schwab as City Attorney of said City to perform the functions and duties specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. Employee agrees that while working as City Attorney, she will remain in the exclusive employ of the City.

### SECTION 2. Nature of Employment

Employee shall serve at the pleasure of the City Council, which means that she or the City can terminate the employment relationship with or without cause at any time.

### SECTION 3. Severance Pay

A. If the City exercises its right to terminate Employee without good cause, the City shall pay Employee a lump sum payment equivalent to four months of the base salary in effect at that time. If on the other hand the City terminates the employment relationship for good cause, Employee will have no entitlement to severance pay. For purposes of this Agreement, "good cause" means intentional misconduct, including but not limited to the commission of a crime, insubordination or a violation of City policy. Employee's entitlement to severance pay is subject to the provisions of Section 3B below.

B. Employee's entitlement to severance pay will be contingent upon her entering into a standard separation agreement with a waiver and release of claims.

SECTION 4. Salary

City agrees to pay Employee for services rendered pursuant hereto at an annual base of \$213,690.00 payable in installments at the same time as other employees of the City are paid.

SECTION 5. Hours of Work

A. Employee shall work not less than 40 hours per week except when a City holiday occurs or when on a leave approved by the Mayor.

B. In the event Employee is required to work more than 40 hours in a week, Employee shall not be compensated for the additional time.

SECTION 6. Dues and Subscriptions

City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to City's determination as to what is necessary.

SECTION 7. Professional Development

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other national, regional, state and local governmental groups and committees thereof which Employee serves as a member, subject to City's determination as to what is necessary.

B. City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for professional development and for the good of the City, subject to City's determination as to what is necessary.

SECTION 8. Other Terms and Conditions of Employment

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

B. All provisions of the City Charter and Code, and Personnel Rules of this City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded Department Directors who are covered by the Personnel Rules. Payment of employee's sick hours shall be treated as set forth in paragraph D of this section.

D. Payment of sick leave upon leaving City service or death:

1. Upon leaving City service, employee shall be entitled to compensation for accumulated sick leave under the provisions governing payment of sick leave for regular employees upon retirement.

2. If employee dies prior to leaving City service, his beneficiaries shall be entitled to compensation pursuant to the City Personnel Rules.

E. Employee shall be covered by City's insurance for malpractice and errors and omissions.

F. Employee shall be entitled to annual deferred compensation in an amount equal to seven percent (7%) of Employee's base salary. This amount shall be paid in equal bi-weekly amounts.

G. City shall provide Employee a term life insurance plan in an amount equal to 1.5 times Employee's annual salary.

SECTION 9. General Provisions

A. The text herein constitutes the entire agreement between parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective July 1, 2021, and the terms set forth herein shall remain in place, subject to Section 2 of this Agreement, through June 30, 2022. Employee and City Council will engage in discussions during the period between June 1, 2022 and July 15, 2022 concerning possible changes to the terms and conditions for any employment after June 30, 2022.

D. If any provisions, or any portion thereof, contained in this agreement are held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

City of Chandler:

Employee:

By: \_\_\_\_\_  
Mayor Kevin Hartke

By:  \_\_\_\_\_  
Kelly Y. Schwab

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney *REX*





City Council Memorandum    City Clerk's Office Memo No. N/A

**Date:** June 21, 2021  
**To:** Vice Mayor and Council  
**From:** Mayor Kevin Hartke  
**Subject:** City Clerk Employment Agreement

---

**Proposed Motion:**

Move City Council approve the City Clerk Employment Agreement with Dana DeLong for the term of July 1, 2021, through June 30, 2022, at an annual base salary of \$150,921.

**Background/Discussion**

On June 10, 2021, the Mayor and Council conducted the annual performance review for the City Clerk. As a result of the review, the Council directed staff to prepare an employment agreement to be entered into, between the City and Dana DeLong.

---

**Attachments**

City Clerk Employment Contract

## EMPLOYMENT AGREEMENT

This document shall constitute the Employment Agreement by and between the City of Chandler, State of Arizona, a municipal corporation, hereinafter called "City", and Dana DeLong, hereinafter called "Employee", who both understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Clerk of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (3) to set forth the terms for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties or when City may desire to otherwise terminate Employee's employ; and

WHEREAS, Employee desires to accept employment as City Clerk of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### SECTION 1. Duties

City hereby agrees to employ said Dana DeLong as City Clerk of said City to perform the functions and duties specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. Employee agrees that while working as City Clerk, she will remain in the exclusive employ of the City.

### SECTION 2. Nature of Employment

Employee shall serve at the pleasure of the City Council, which means that she or the City can terminate the employment relationship with or without cause at any time.

### SECTION 3. Severance Pay

A. If the City exercises its right to terminate Employee without good cause, the City shall pay Employee a lump sum payment equivalent to four months of the base salary in effect at that time. If on the other hand the City terminates the employment relationship for good cause, Employee will have no entitlement to severance pay. For purposes of this Agreement, "good cause" means intentional misconduct, including but not limited to the commission of a crime, insubordination or a violation of City policy. Employee's entitlement to severance pay is subject to the provisions of Section 3B below.

B. Employee's entitlement to severance pay will be contingent upon her entering into a standard separation agreement with a waiver and release of claims.

### SECTION 4. Salary

City agrees to pay Employee for services rendered pursuant hereto at an annual base of \$150,921.00 payable in installments at the same time as other employees of the City are paid.

### SECTION 5. Hours of Work

A. Employee shall work not less than 40 hours per week except when a City holiday occurs or when on a leave approved by the Mayor.

B. In the event Employee is required to work more than 40 hours in a week, Employee shall not be compensated for the additional time.

### SECTION 6. Dues and Subscriptions

City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to City's determination as to what is necessary.

### SECTION 7. Professional Development

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions

adequate to continue the professional development of Employee and to adequately pursue necessary official and other national, regional, state and local governmental groups and committees thereof which Employee serves as a member, subject to City's determination as to what is necessary.

B. City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for professional development and for the good of the City, subject to City's determination as to what is necessary.

#### SECTION 8. Other Terms and Conditions of Employment

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

B. All provisions of the City Charter and Code, and Personnel Rules of this City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded exempt employees who are covered by the Personnel Rules. Payment of employee's sick hours shall be treated as set forth in paragraph D of this section.

D. Payment of sick leave upon leaving City service or death:

1. Upon leaving City service, employee shall be entitled to compensation for accumulated sick leave under the provisions governing payment of sick leave for regular employees upon retirement.

2. If employee dies prior to leaving City service, her beneficiaries shall be entitled to compensation pursuant to the City Personnel Rules.

E. Employee shall be covered by City's insurance for malpractice and errors and omissions.

F. Employee shall be entitled to annual deferred compensation in an amount equal to seven percent (7%) of Employee's base salary. This amount shall be paid in equal biweekly amounts.

G. City shall provide Employee a term life insurance plan in an amount equal to 1.5 times Employee's annual salary.

SECTION 9. General Provisions

A. The text herein constitutes the entire agreement between parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective July 1, 2021, and the terms set forth herein shall remain in place, subject to Section 2 of this Agreement, through June 30, 2022. Employee and City Council will engage in discussions during the period between June 1, 2022 and July 15, 2022 concerning possible changes to the terms and conditions for any employment after June 30, 2022.

D. If any provisions, or any portion thereof, contained in this agreement are held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

City of Chandler:

Employee:

By: \_\_\_\_\_  
Mayor Kevin Hartke

  
Dana DeLong

Date: \_\_\_\_\_

Date: 6-16-2021

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
City Attorney



**City Council Memorandum    Police Memo No. N/A**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
 Sean Duggan, Police Chief  
**From:** Travis Feyen, Police Commander  
**Subject:** Agreement No. PD9-200-4038, Amendment No. 3, for Police Uniforms

**Proposed Motion:**

Move City Council approve Agreement No. PD9-200-4038, Amendment No. 3, with Skaggs Companies Inc., for police uniforms, in an amount not to exceed \$150,000, for the period of July 1, 2021, through June 30, 2022

**Background/Discussion:**

This agreement provides for the Police Department's annual needs for uniforms for all patrol officers (including reserves), motor officers, park rangers, cadets, motorist assist volunteers, detention officers, and civilians, as well as some uniform-related accessories such as baseball caps and Class A hats. This agreement will also allow for replacement of worn or damaged uniforms, alterations, and related needs.

**Evaluation:**

On June 27, 2019, City Council approved an agreement with Skaggs Companies, Inc., for police uniforms, 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 with minor price increases due to increased manufacturer costs of materials, trim, and labor.

Staff recommends extension of this Agreement for the term of July 1, 2021, through June 30, 2022.

**Financial Implications:**

Funds for police uniforms will be from General Fund, Field Operations, Clothing and Uniforms, Account No. 101-2030-5313.

**Fiscal Impact**

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2030.5313.0.0.0	General	N/A	\$150,000	N

**Attachments**

4038 Amendment 3





City Clerk Document No. 05-945

City Council Meeting Date: June 24, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
POLICE UNIFORMS  
CITY OF CHANDLER AGREEMENT NO. PD9-200-4038**

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 Skaggs Companies, Inc. (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 Police Uniforms (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2019 through June 30, 2020 with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for July 1, 2021 through June 30, 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 the per unit cost set forth in Revised Exhibit B. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed \$150,000.
3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period July 1, 2021 through June 30, 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.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

**FOR THE CONTRACTOR**

By: \_\_\_\_\_

By: Sarah Medina \_\_\_\_\_

Its: \_\_\_\_\_

Its: General Manager \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney *MMS*

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**REVISED  
EXHIBIT B  
PRICE PROPOSAL PAGE**

<b>Item No.</b>	<b>Item Description</b>	<b>Unit Price</b>
1.	Men's Trousers (Patrol Pant) Fechheimer, #3900/#3910 L.A.P.D. Navy Blue and Black	\$37.00
2.	Women's Trousers (Patrol Pant) Fechheimer, #3933/#3960 L.A.P.D. Navy Blue and Black	\$37.00
3.	Men's Deluxe Tactical Pant (Perfect Match) Flying Cross, #39400 L.A.P.D. Navy Blue and Black	\$55.00
4.	Men's Cargo Pocket Pant (Perfect Match) Fechheimer, #39300 L.A.P.D. Navy Blue	\$69.00
5.	Women's Cargo Pocket Pant Fechheimer, #39350 L.A.P.D. Navy Blue and Black	\$69.00
6.	Men's Cargo Pocket Pant Fechheimer, #39300-10 Black	\$69.00
7.	Men's Cargo Pocket Pant (Hidden pocket) Fechheimer #37400-86 L.A.P.D. Navy Blue and Black	\$68.00
8.	Women's Cargo Pocket Pant (Hidden pocket) Fechheimer, # Fechheimer #37450-86 L.A.P.D. Navy Blue and Black	\$68.00
9.	Women's Cargo Pocket Pant (Hidden pocket) Elbeco, # E9444LC Dark Navy Blue	\$69.49
10.	Men's and Women's Patrol Pant (DutyMaxx) Elbeco, #E254RN/E9254 Dark Navy Blue	\$54.00
11.	Men's and Women's Cargo Pant Elbeco, # E9234LCD Dark Navy Blue	\$51.49
12.	Men's and Women's BDU Poly/CTN Rip Stop Pant Propper, #F520138001 Various Colors	\$29.00
13.	Men's and Women's BDU Battle Rip Stop Pant Propper, #F520138405 Various Colors	\$29.00
14.	Men's and Women's Cotton BDU Tactical Pant 5.11, Tactical BDU #74251 Various Colors	\$36.49
15.	Men's and Women's Cotton Tactical Pant	\$36.49

	5.11, Tactical TDU #74251/#64355 Various Colors	
16.	Men's and Women's TDU Poly/Cotton Rip Stop Pant 5.11, #74003 Various Colors	\$35.00
17.	Men's and Women's TDU Pant 5.11, #74350 Various Colors	\$55.00
18.	Men's and Women's Cotton/Poly TDU Pant 5.11, Tactical TDU #74280 Various Colors	\$35.00
20.	Men's and Women's Tactlite Pro Pant 5.11, #64360 Various Colors	\$39.49
21.	Men's and Women's TacLight PRO Pant 5.11, Tactical #74273 Various Colors	\$39.49
22.	Men's and Women's Poly/Ctn Rip Stop Pant 5.11, #64359 Various Colors	\$39.49
23.	Men's and Women's Stryke Pant 5.11, #74369 Various Colors	\$57.00
24.	Men's Short Sleeve Shirt Flying Cross, #98R6686 Dark Navy Blue	\$46.49
25.	Men's Long Sleeve Shirt Flying Cross, #48W6686 Dark Navy Blue	\$50.49
26.	Men's Short Sleeve Shirt Flying Cross, #95R6625 Medium Blue	\$48.00
27.	Women's Short Sleeve Shirt Flying Cross, #254R6686 Dark Navy Blue	\$41.49
28.	Men's Long Sleeve Shirt (Perfect Match) Flying Cross, #47W39 Black	\$56.00
29.	Men's Long Sleeve Shirt (Perfect Match) Flying Cross, #48W39 Dark Navy Blue	\$56.00
30.	Men's Short Sleeve Shirt (Perfect Match) Flying Cross, #97R39 Black	\$50.00
31.	Men's Short Sleeve Shirt (Perfect Match) Flying Cross, #98R39 Dark Navy Blue	\$50.00

32.	Women's Short Sleeve Shirt (Perfect Match) Flying Cross, #254R39 Dark Navy Blue or	\$50.00
33.	Women's Short Sleeve Shirt Flying Cross, #254R6686 Navy LAPD Blue	\$41.49
34.	Women's Short Sleeve Shirt Flying Cross, #152R6625 Medium Blue	\$44.00
35.	Men's Long Sleeve Shirt Flying Cross, #45W6625 Medium Blue	\$48.00
36.	Women's Long Sleeve Shirt Flying Cross, #204W6686 Dark Navy Blue	\$50.49
37.	Women's Long Sleeve Shirt Flying Cross, #102W6625 Medium Blue	\$49.99
38.	Men's Long Sleeve Cotton Blend Shirt Fechheimer, #42W84Z-04 Tan	\$68.00
39.	Men's and Women's Short Sleeve Shirt (Duty Maxx) Elbeco, #5584D / 9784LCD Dark Navy Blue	\$44.49
40.	Men's and Women's Long Sleeve Duty Maxx Shirt Elbeco, #584D / 9584LCD Dark Navy Blue	\$48.49
41.	Men's Short Sleeve Tactical Polo Shirt Elbeco, #K5134 Various Colors	\$31.49
42.	Women's Short Sleeve Tactical Polo Shirt Elbeco, #K5174LC Various Colors	\$31.49
43.	Men's and Women's Long Sleeve Polo Shirt Elbeco, #UFX Various Colors	\$34.70
44.	Men's and Women's Short Sleeve Polo 100% Poly Elbeco, #K5138 Various Colors	\$31.49
45.	Men's and Women's Long Sleeve Polo 100% Poly Elbeco, #K5148 Various Colors	\$34.70
46.	Men's and Women's Long Sleeve Polo 100% Poly Elbeco, #K5144 Various Colors	\$34.70
47.	Men's and Women's Short Sleeve Polo Shirt Olympic, #CMP126 All colors approved by City	\$64.49

48.	Men's Long Sleeve 1 Pocket Polo Shirt Olympic, #CMP155 All colors approved by City	\$69.49
49.	Men's and Women's TDU Rapid Assault 5.11, #72185 MultiCam	\$56.00
50.	Men's and Women's Rapid Assault Shirt 5.11, #72194 Various Colors	\$45.99
51.	Men's and Women's Rapid Assault Shirt 5.11, #72197 Various Colors	\$48.99
52.	Men's and Women's TacLight Pro Long Sleeve Shirt 5.11, Tactical #72175 Various Colors	\$39.99
53.	Men's and Women's TacLight Pro Short Sleeve Shirt 5.11, Tactical #71175 Various Colors	\$36.49
54.	Men's and Women's Cotton/Poly TDU Tactical Shirt 5.11, Tactical TDU #L-SH802/#L-SH801/#72003/#72002/#72002T Various Colors	\$36.99
55.	Men's and Women's Long Sleeve Shirt TDU 5.11, #72013 Various Colors	\$67.49
56.	Men's and Women's Short Sleeve Shirt TDU Rip Stop 5.11, #71339, Various Colors	\$40.00
57.	Men's and Women's Long Sleeve Polo Rip Stop 5.11, #72054 Various Colors	\$42.00
58.	Men's and Women's Polo Performance 5.11, #71049 Various Colors	\$32.49
59.	Men's and Women's Long Sleeve Polo Performance 5.11, #72049 Various Colors	\$35.49
60.	Men's and Women's Short Sleeve Polo Professional 5.11, #41060/#41060T/#61166 Various Colors	\$32.49
61.	Men's and Women's Long Sleeve Utility Polo 5.11, 72057 Various Colors	\$25.00
62.	Men's and Women's Long Sleeve Polo Professional 5.11, #42056/#42056T Various Colors	36.49
63.	Men's and Women's Pants with Stripe Fechheimer, #34291 (Honor Guard)	\$80.00

	Navy Blue	
64.	Jacket, CHGBLS02- Custom Coat with Detachable Gold/Silver Buttons Fechheimer, (Honor Guard) Navy Blue	\$500.00
65.	Premier Shoulder Cord Gold braid and/or Royal/Silver braid w/silver acorns (Honor Guard Only)	\$16.49
66.	Shoe, High Gloss Duty Oxford, #22141	\$47.50
67.	Armorskin, Short Sleeve Street Shirt Wool Blauer, #8472-04 Navy Blue	\$45.49
68.	Armorskin Long Sleeve Street Shirt Wool Blauer, #8471-04 Navy Blue	\$52.49
69.	Men's Turtleneck Shirt Elbeco, #7700 Black	\$30.00
70.	Cap, Navy Blue Cross A Round with Adjustable Band Keystone, R-13, D. Navy with Silver or Gold Strap, With scrambled eggs as an option	\$63.49
71.	Straw Campaign Hat, Stratton #S-40DB Black	\$69.00
72.	Straps for Straw Campaign Hat Stratton #ST-3P-BK/#ST-1P-BK/#CD-BK Black	\$7.49
73.	Embroidered Fitted Baseball Cap with Auto Flex Fit Black - Various Size	\$13.99
74.	Tie, Samuel Broome, #45045 Clip on Black - Various lengths	4.75
75.	Hood, Nomex with Bib Heavyweight Damascus Nomex Bib NH50L Black	\$14.99
76.	Elbow Pads, Damascus Hard Shell #DEP-B Various Colors	\$12.49
77.	Elbow Pads Hatch, #150 Various Colors	\$14.49
78.	Knee Pads Hatch, #KP250 Various Colors	\$19.49
79.	Knee Pads Hatch #XTAK Various Colors	\$17.49
80.	Thigh Rig, W/Double Harness	\$68.00

	Safariland, #6005-6-123 Various Colors	
81.	Gloves, Dura Thin Hatch, #SG20P Various Sizes	\$20.49
82.	Gloves, Spec-ops W/Kevlar With Hard Knuckles Damascus Flight Glove DMZ33-B Black	\$38.49
83.	Gloves, Interceptor Damascus, #MX-30 Black	\$22.49
84.	Gloves, Viper Damascus Light Weight Patrol Glove AX5 Black	\$12.49
85.	Gloves, SI Lightweight Oakley #94176 Various Colors	\$25.49
86.	Gloves, Street Guard W/X11 Hatch, #SGX11 Various Colors	\$42.49
87.	Men's Leather Motor Boots with Tie Adjust Dehner, #9999 Black	\$565.00
88.	Boots, Dura Shocks 8" Bates, #3140, Black	\$87.49
89.	Boots, Velocitor Side Zip Bates, #4034 Black	\$90.00
90.	Belt, Operator 5.11, #59405 Various Colors	\$30.49
91.	Belt, Trainer 1 ½" 5.11, #59409 Various Colors	\$30.49
92.	Belt, Instructor 1.5" Wilderness, #53ST Various Colors	\$38.49
93.	Jacket, Men's/Women's Nylon Ultra Duty Outerwear Flying Cross, #59130WP Dark Navy Blue or Black	\$132.49
94.	Jacket, All Weather 5- in- 1 5.11, #48017 Black	\$186.49
95.	Jacket, Motor Tourmaster #Flex LE Black	\$238.00
96.	Jacket, Response Light Weight	\$46.00

	5.11, #48016 (with patches) Dark Navy	
97.	Neese Raincoat Black/Orange (reversible) with "POLICE" screened on front and back 447RAD - Various Sizes 475RJH 32" - PRICE INCLUDES SCREENING	\$60.00
98.	Neese Raincoat Black/Orange (reversible) with "POLICE" screened on front and back 447RAD Various Sizes 475RCH 48" - PRICE INCLUDES SCREENING	\$81.00
99.	Traffic Vest, Hi-visibility Yellow with Police on back VizGuard by Spiewak, #S912P - Various sizes	\$43.49
100.	Carrier - Armorskin Wool Blend Flat, Plain Pocket Blauer, #8470-01-04 Navy	\$87.49
101.	Stripes, Sgt Chevron #5422S (HER)	\$2.99
102.	Bars, Lt. 3/4" Gold	\$4.89
103.	Bars, Lt 1" Gold	\$4.89
104.	Stars, Premier, Model #1700 Single, 3/4" Smooth	\$3.89
105.	Stars, Premier, Model #1700 Single, 5/8" Smooth	\$3.49
106.	Stars, Premier, Model #1702 Double, 3/4" Smooth	\$5.49
107.	Stars, Premier, Model #1702 Double, 5/8" Smooth	\$5.15
108.	Stars, Premier, Model #1704 Triple, 3/4" Smooth	\$8.49
109.	Stars, Premier, Model #1704 Triple, 5/8" Smooth	\$7.89
110.	Stars, Premier, Model #1706 Quadruple 3/4" Smooth	\$9.49
111.	Stars, Premier, Model #1706 Quadruple 5/8" Smooth	\$8.89
112.	Hero's Pride Silver Tie Bar, #4009N	\$3.79
113.	Hero's Pride Gold Tie Bar, #4009G	\$3.79
114.	Hero's Pride Gold Stars (4), #4488G	\$8.49
115.	Hero's Pride Gold Stars (3), #4487G	\$7.89
116.	Hero's Pride Gold Stars (2), #4486G	\$8.15
117.	Spiewak Jacket, #S318Z	\$95.00
118.	Spiewak Jacket, #S327	\$91.49
119.	Blauer Traffic Vest, POLICE on front and back (black font), #343P	\$51.50
120.	Survival Raid Molle - SRA Raid Carrier, Molle	\$150.00
121.	Survival Raid Polo - SRA Raid Polo Carrier	\$200.00
122.	5.11 Stryke Shirt L/S RYL 72399 Various Colors, S-3XL	\$50.49
123.	5.11 Stryke Shirt S/S RYL 71354 Various Colors, S-3XL	\$47.49
124.	Elbeco Bodyshield Outer Carrier	\$72.49
125.	Spiewak Jacket S318Z, various sizes	\$94.49
126.	Spiewak Jacket S327, various sizes	\$91.49
127.	Spiewak Jacket S3818 (Outer Shell), various sizes	\$157.49
128.	Change Honor Guard Cord to Blue and Silver	\$15.00
129.	Change Honor Guard Stripe on pant and Jacket to Blue and Silver	\$25.00
130.	1/2" Stars (HERO'S PRIDE 4485-88)	See Attached
131.	7/16" Stars (PREMIER P1510, 12, 14, 16)	See Attached
132.	Armorskin, #8472 Blauer Short Sleeve Street Shirt Wool, Various Colors	\$45.49
133.	Armorskin, #8471 Blauer Long Sleeve Street Shirt Wool, Various Colors	\$52.49

	Armorskin #8472-56 Blauer Short Sleeve Shirt Wool – Heather Gray	\$45.49
	Armorskin #8471-56 Blauer Long Sleeve Shirt - Heather Gray	\$52.49
	Armorskin #8470-56 Blauer Carrier – Heather Gray	\$84.49
134.	Dam FX1 Suit, Cell Extration Complete, Various Sizes	\$430.49
135.	Elbeco UFX Polo (K5130, K5131, K5132, K5134, K5135, K5137, K5138, K5139, K5152)	\$29.49
136.	DAM DSC 150H Glove, Specops w/Kevlar	See Attached
137.	343R-P Oralite Breakaway Traffic Vest, Blauer, Police version, various sizes	\$51.50
138.	343-P Zip Front Breakaway Traffic Vest, Blauer, Police version, various sizes	\$51.50
139.	339R Velcro Break away Traffic Vest, No zip, Blauer, Police version, various sizes	\$43.49
140.	Elbeco Short Sleeve Polo Shirts (Men's or Women's)	\$29.49
141.	Elbeco Long Sleeve Polo Shirts (Men's or Women's)	\$33.49
142.	XPRT Men's Rapid Assault Shirt 72090	Discontinued
143.	XPRT Men's Tactical Long Sleeve Shirt 72091	Discontinued
144.	XPRT Men's Tactical Pant 74068	Discontinued
145.	XPRT Women's Rapid Assault Shirt 62023	Discontinued
146.	XPRT Women's Tactical Long Sleeve Shirt 62024	Discontinued
147.	XPRT Women's Tactical Pant 64414	Discontinued
148.	Fechheimer Hybrid Short Sleeve Shirt 98GS39-86	See Attached
149.	Fechheimer Hybrid Long Sleeve Shirt 48GS39-86	See Attached
150.	Feichheimer Hybrid Outer Carrier	See Attached
151.	Sanmar ST550 Posicharge Sport-Tek Various sizes and colors	\$8.49
152.	Sanmar ST640 Men's Sport Tek Polo, Various sizes and colors	\$8.49
153.	Sanmar K500 Men's Polo, Various sizes and colors	\$9.49
154.	Sanmar ST590 Sport Tek Posicharge Polo, Various sizes and colors	\$12.49
155.	Sanmar ST660 Sport Tek HTHR Contender Polo, Various sizes and colors	\$10.49
156.	Sanmar ST650 Sport Tek Men's Polo, Various sizes and colors	\$14.49
157.	Sanmar L500 Silk Touch Sport Polo, Various sizes and colors	\$14.49
158.	Sanmar L510 Ladies Stain Resistant Polo, Various sizes and colors	\$12.49
159.	Sanmar LK110 Dry Zone UV MicroMesh Polo, Various sizes and colors	\$9.49
160.	Sanmar K100LS Port Authority L/S Polo, Various sizes and colors	\$12.49
161.	Sanmar ST657 Men's Micropique Polo, Various sizes and colors	\$18.00
162.	Sanmar L500LS, Silk Touch Sport Polo L/S, Various sizes and colors	\$14.49
163.	Sanmar BG309 Messenger Mid City Bag, Grey Heather	\$13.99
164.	Sanmar BG78 Port Authority Vector Brief, Grey/Black	\$17.00
165.	SRA FALCON II ONE CARRIER Survival Armor Falcon II with 1 concealable carrier	\$630.00
166.	SRA FALCON IIIA/IIIA-F Survival Armor Falcon IIIA with 1 concealable carrier	\$740.00
167.	SRA PLEXUS II Survival Armor PLEXUS II with 1 concealable carrier	\$585.00
168.	SRA PLEXUS IIIA Survival Armor PLEXUS IIIA with 1 concealable carrier	\$725.00
169.	SRA PALADIN 6 II ULWII-1 Survival Armor Paladin II with 1 concealable carrier	\$680.00
170.	SRA PALADIN 6 ULWIIIA Survival Armor Paladin IIIA with 1 concealable carrier	\$815.00

171.	SRA L7 SEMI-RIGID 5X8 Survival Armor 5x8 L7 Plate	\$77.00
172.	GHA GH-HX02-II-M-1 Gator Hawk Helix II with 1 concealable carrier	\$625.00
173.	GHA GH-HX03-IIIA-M-1 Gator Hawk Helix IIIA with 1 concealable carrier	\$830.00
174.	POI HL6AXABV0M Point Blank Alpha Elite II with 1 Hi Lite concealable carrier	\$790.00
175.	POI HL6AXDBV0M Point Blank Alpha Elite IIIA with 1 Hi Lite concealable carrier	\$915.00
176.	POI HL6ABDBV0M Point Blank Alpha Elite Black IIIA with 1 Hi Lite concealable carrier	\$955.00
177.	ARX Razor IIIA Armor Express Razor IIIA w/ 1 Revolution Carrier	\$890.00
178.	ARX Razor II Armor Express Razor II w/ 1 Revolution Carrier	\$815.00
179.	ARX PLTITTCW710F Armor Express ARA Shock Foam-Encapsulated IIIA ICW 7X10	\$110.00
180.	ARX 20125-710-AE-NL Armor Express ARA Shock Foam-Encapsulated IIIA Standalone 7X10	\$135.00
181.	ARX PLTITSA58F Armor Express ARA Shock Foam-Encapsulated IIIA Standalone 5X8	\$89.00
182.	ARX PLTH12STS79FC/PLTH12STS58FC Armor Express H-Shock Concealable Rifle Plate 5X8	\$138.00
183.	ARX PLTH12STS79FC/PLTH12STS58FC Armor Express H-Shock Concealable Rifle Plate 7X9	\$160.00
184.	POI PLT015ECRN Point Blank Omega ICW 5 X 8	\$242.25
185.	POI PLT012SCRN Point Blank Omega iCW FM 6 X 8	\$348.49
186.	Men's Fecheimer 4 Pocket Deluxe Tactical – Black 39400-10	\$53.00
187.	Women's Fecheimer 4 Pocket Deluxe Tactical – Black 39400-10	\$53.00
188.	Men's Fecheimer 6 Pocket FX Elite Hidden Cargo – Black FX67400-10	\$66.49
189.	Women's Fecheimer 6 Pocket FX Elite Hidden Cargo – Black FX67400W-10	\$66.49
190.	Men's Fecheimer 6 Pocket FX Elite Hidden Cargo – Black FX57400-10	\$49.49
191.	Women's Fecheimer 6 Pocket FX Elite Hidden Cargo – Black FX57400W-10	\$49.49
192.	Men's Short Sleeve Armorskin Base Shirt – Gray 8372-12	\$39.49
193.	Women's Short Sleeve Armorskin Base Shirt – Gray 8372W-12	\$39.49
194.	Men's Long Sleeve Armorskin Base Shirt – Gray 8371-12	\$44.49
195.	Women's Long Sleeve Armorskin Base Shirt – Gray 8371W-12	\$44.49
196.	Men's L/S Polyester Supershirt – Gray 8670-12	\$49.49
197.	Women's L/S Polyester Supershirt – Gray 8670W-12	\$49.49
198.	Men's S/S Polyester Supershirt – Gray 8675-12	\$44.49
199.	Women's S/S Polyester Supershirt – Gray 8675W-12	\$44.49
200.	Men's S/S Cotton Shirt – Gray 8713X-12	\$39.49
201.	Women's S/S Cotton Shirt – Gray 8713WX-12	\$39.49
202.	Men's L/S Cotton Shirt – Gray 8703X-12	\$47.49
203.	Women's L/S Cotton Shirt – Gray 8703WX-12	\$47.49
204.	71049T-5.11 PERFORMANCE POLOS TALL SHORT SLEEVE	\$40.00
205.	72049T-5.11 PERFORMANCE POLOS TALL LONG SLEEVE	\$43.00
206.	DEHNER MOTOR BOOTS CUSTOM SIZING (Pricing tops out at \$800)	\$800.00
207.	ELBECO K5143,K5149, K5189LC LONG SLEEVES	\$35.00
208.	ELBECO K5139, K5133 SHORT SLEEVES	\$32.00
209.	5.11 WOMENS L/S POLO 62408	\$38.00

**OPTIONAL ITEMS:**

<u>Item</u>	<u>Unit Cost</u>
1. 5.11 / Rocky's / Thorogood / Magnum / Hitec /Bates / Danner (boots or shoes) Leather or nylon, black. Provide list of available products. Mfg. & Model No. <u>5.11 ATAC 8" Side Zip Boot #12001-019</u> Mfg. & Model No. <u>5.11 ATAC 6" Side Zip Boot #120018-019</u>	<u>\$74.49</u> <u>\$69.49</u>
2. Tactical handcuff key Mfg. & Model No. <u>ZAK Tool Tactical Cuff Key Black #Z714</u>	<u>\$6.49</u>
3. Hatch Gloves Mfg. & Model No. <u>Hatch Task Patrol Glove #TSK324</u>	<u>\$21.49</u>
4. Damascus Gloves Mfg. & Model No. <u>Light Weight Patrol Glove #ATX-5</u>	<u>\$13.49</u>
5. Dickie Black Coveralls – Various Colors Mfg. & Model No. <u>S/S Black Coveralls #3399</u>	<u>\$28.49</u>
6. Uncle Mikes duffel bag #5244-1 or approved equal Mfg. & Model No. <u>Premier Duffle Bag PBG-046</u>	<u>\$10.49</u>
7. Men's Poly/Wool Motor Breeches with Stripe United Uniforms #10303 – Dark Navy Blue	<u>\$174.49</u>
8. Hash Marks (Various styles 1-10)	<u>\$3.65</u>
9. City approved alterations include (City shall pay):	
Pant waist alteration	<u>\$18.00</u>
Shirt sleeve taper	<u>\$12.00</u>
Stripe pant	<u>\$15.00</u>

**Note: Any fees not specifically listed will not be paid by the City.**

**Additional Fees:**

Line 138: 7/16" Gold Star Single 4485: \$5.49  
    7/16" Gold Double Star 4486: \$8.49  
    7/16" Gold Triple Star 4487: \$8.89  
    7/16" Gold Quad Star 4488: \$9.15

Line 139: 7/16" Gold Star Single P1510: \$5.49

7/16" Gold Double Star P1512: \$6.49

7/16" Gold Triple Star P1514: \$7.99

7/16" Gold Quad Star P1516: \$9.49

Line #144: Damascus CRT50 Hard Knuckle Glove: \$40.00

Line #156: Fech. Aeroshell 37.5 Hybrid S/S Shirt F1 FX5000VS: \$34.49

Line #157: Fech. Aeroshell 37.5 Hybrid S/S Shirt F1 FX5020VS: \$37.49

Line #156: Fech. Aeroshell 37.5 Hybrid Outer Carrier F1 FC2000V: \$82.49

**Alterations:**

Embroidery Name (Right Breast): \$4.00

Embroidery Specific Logo (Left Breast): \$10.00

Nametape W/Velcro 1x4: \$6.75

Nametape W/Velcro 2x4: \$6.99

Nametape W/O Velcro 1x4: \$4.75

Nametape W/O Velcro 2x4: \$4.99

Back Patches W/Velcro 4x11: \$14.99

Back Patches W/O Velcro 4x11: \$9.99

Add a Breast Pocket: \$10.00

Stripe Pant: \$15.00 (Honor Guard)

Stripe Coat: \$10.00 (Honor Guard)

P Buttons (Silver): \$1.50 Each

Make Motor Breeches: \$75.00

Add Velcro for Patches: \$2.00

Add Velcro for Larger Patches: \$6.00

Phoenix SGT Stripes HER 542S (Set): \$3.50

Phoenix SIT Stripes HER 5422C (Set): \$3.50

Outer Carrier; Add on Pockets (Each): \$15.00

Outer Carrier; Take off Pockets (Each): \$10.00

Outer Carrier; Replace Velcro (Both sides): \$15.00

Outer Carrier; Shorten (front and back): \$15.00

Outer Carrier; Taper (Both Sides): \$12.00

Add Lapel Mic Holes/Tab (Each): \$2.00

Heat Press (Jump Stitch Embroidery): \$12.00

Pant waist alteration: \$15.00

Shirt taper: \$12.00

Silk Screen at the factory: \$8.00



**City Council Memorandum    Police Memo No. N/A**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
Sean Duggan, Police Chief  
**From:** Chris Perez, Police Commander  
**Subject:** Purchase of Police Firearm Simulator Equipment

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**Proposed Motion:**

Move City Council approve the purchase of a police firearm simulator from VirTra, Inc., utilizing the State of Arizona Contract No. ADPS17-152755, in the amount of \$256,136.49, and authorize the City Manager or designee to sign a linking agreement with VirTra, Inc.

**Background/Discussion:**

The Chandler Police Department is required to conduct Discretionary Use of Force and Judgment Shooting scenario training and certifications for each officer on an annual basis. The current use of force simulator is approximately 8 years old and the technology is antiquated compared to today's standards. The current system has one screen and is limited in its ability to provide realistic scenarios. Contemporary use of force simulator systems incorporate multiple screens to provide a much more realistic training environment.

The proposed Virtra system provides 300 degrees of scenarios on five screens with 4k content. This system is used by law enforcement world-wide and has a proven training record on decision-making, instruction, scenario creation, and marksmanship skills with pistols and rifles. This system allows officers to develop and train their use of force strategies based on video and interactive scenarios. All Chandler Police use of force options can be utilized on the Virtra system to include both lethal and non-lethal response to the simulated scenarios. The Virtra system comes with a complete library of video scenarios, interactive course training, marksmanship courseware, and invaluable de-escalation and debriefing opportunities.

Use of force simulation training is the most effective and safe training methodology for developing and honing the use of force skill set and decision-making necessary for officers to provide the best service to the citizens of Chandler. Purchase of the new Virtra system was planned as part of the second phase of construction of the Public Safety Training Center.

**Evaluation:**

The State of Arizona competitively solicited and awarded a contract for police firearm simulators and accessories. 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 October 31, 2021.

**Financial Implications:**

Purchase of police firearm simulator from VirTra, Inc. in the amount of \$256,136.49.

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<b>Fiscal Impact</b>				
<b>Account No.</b>	<b>Fund Name</b>	<b>Program Name</b>	<b>Dollar Amount</b>	<b>CIP Funded Y/N</b>
401.2100.6419.0.6PD646	General Govt Capital Projects	Public Safety Training Facility	\$256,136.49	Y

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**City Council Memorandum    Police Memo No. N/A**

**Date:** June 21, 2021  
**To:** Mayor and Council  
**Thru:** Joshua H. Wright, Acting City Manager  
 Sean Duggan, Police Chief  
**From:** Travis Feyen, Police Commander  
**Subject:** Agreement No. PD8-680-3892, Amendment No. 3, for Outer Vest Carriers

**Proposed Motion:**

Move City Council approve Agreement No. PD8-680-3892, Amendment No. 3, with Universal Police Supply, for outer vest carriers, in an amount not to exceed \$78,625, for the period of July 1, 2021, through June 30, 2022.

**Background/Discussion:**

This agreement provides for the Police Department's need to purchase outer vest carriers and provide sworn officers with the option to wear the carrier, which will include ballistic panels as well as the ability to carry other required equipment when an officer is on duty.

**Evaluation:**

On June 28, 2018, City Council approved an agreement with Universal Police Supply, for outer vest carriers, 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, conditions, and pricing.

Staff recommends extension of this Agreement for the term of July 1, 2021, through June 30, 2022.

**Financial Implications:**

Funds for the outer vest carriers will be from General Fund, Field Operations Clothing and Uniforms, Account No. 101-2030-5313.

**Fiscal Impact**

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2030.5313.0.0.0	General	N/A	\$78,625	N

**Attachments**

Agreement Amendment 3 - Universal Police Supply Complany



City Clerk Document No. 18-2783

City Council Meeting Date: \_\_\_\_\_

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
OUTER VEST CARRIERS  
CITY OF CHANDLER AGREEMENT NO. PD8-680-3892**

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 Universal Police Supply Company (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 Outer Vest Carriers (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2018 through June 30, 2019, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for July 1, 2021 through June 30, 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 the per unit cost set forth in Exhibit B of the original Agreement. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed \$78,625.
3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period July 1, 2021 through June 30, 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.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

**FOR THE CONTRACTOR**

By: \_\_\_\_\_

By: Gabriela Pappas \_\_\_\_\_

Its: \_\_\_\_\_

Its: Account Manager \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney *WMB*

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



**City Council Memorandum    Public Works & Utilities    Memo No. UA21-053**

**Date:** June 21, 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:** John Pinkston, Wastewater Facilities Manager  
**Subject:** Sole Source Purchase of Wastewater Membrane Modules

**Proposed Motion:**

Move City Council approve the sole source purchase of wastewater membrane modules, from SUEZ Water Technologies & Solutions, Inc., in an amount not to exceed \$300,000.

**Background/Discussion:**

The Ocotillo Water Reclamation Facility (OWRF), located at 3333 S. Old Price Road, treats 18 million gallons of the City's wastewater every day. This plant uses two different methods of treatment to produce A+ quality effluent for delivery to the City's reclaimed water system. To meet the increasing demand for wastewater treatment and the growing demand for reclaimed water, OWRF was expanded in 2015 to the current 18 million gallons a day treatment capacity. This plant expansion was designed and built to utilize microfiltration technology. Microfiltration uses an advanced membrane technology that filters water through very fine laser-cut membranes which remove impurities down to the microscopic level. Staff has determined that there is room for additional membrane filters that would improve system capacity and reliability. This purchase will include additional filters to increase the current capacity and reliability of the microfiltration system as well as installation and commissioning assistance of the additional filters.

**Evaluation:**

The Public Works & Utilities Department utilizes SUEZ wastewater membrane modules at the Ocotillo Water Reclamation Facility. SUEZ Water Technologies & Solutions, Inc., is the sole provider of these membrane modules. Staff recommends the purchase of SUEZ membranes as a sole source.

**Fiscal Impact**

<b>Account No.</b>	<b>Fund Name</b>	<b>Program Name</b>	<b>Dollar Amount</b>	<b>CIP Funded Y/N</b>
615.3970.5219.0.0	Ocotillo Water Reclamation Facility	Other Professional Services	\$300,000	N



**City Council Memorandum    Public Works & Utilities    Memo No. UA21-054**

**Date:** June 21, 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:** Josef Kennis, Wastewater Facilities Superintendent  
**Subject:** Agreement No. WW0-885-4137, Amendment No. 1, with In-Pipe Technology, LLC, and USP Technologies, for the Collection System Odor and Corrosion Control

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**Proposed Motion:**

Move City Council approve Agreement No. WW0-885-4137, Amendment No. 1, with In-Pipe Technology, LLC, and USP Technologies, for the collection system odor and corrosion control, in a combined amount not to exceed \$500,000, for a one-year period, July 1, 2021, through June 30, 2022.

**Background/Discussion:**

The Public Works & Utilities Department's sewage collection system consists of over 900 hundred miles of pipe and eight sewage lift stations located throughout the City. These structures work together to convey over 30 million gallons of sewage to the City's three treatment plants every day. The sewage collection system runs beneath most roads and streets throughout the City.

Wastewater in the collection system naturally produces noxious hydrogen sulfide gas causing odors and deterioration of pipes, manholes, and concrete structures. Reduction of hydrogen sulfide in the collection system can be accomplished by adding both chemical and microbial compounds at key locations that impede the formation of gas and help reduce the cost to rehabilitate affected structures. Lowering the concentration of hydrogen sulfide gas entering the Airport and Ocotillo water reclamation facilities will also help to drive down the cost of odor control at these facilities. This odorous gas is the main source of customer odor complaints associated with the City's sewer system and treatment facilities.

The project scope of work consists of monthly service of microbial dosing units including repair, parts replacement, and monitoring.

Over the past year, the chosen vendors have proven their efficiency and ability to reduce odor complaints and corrosion in the system while enhancing staff safety. These vendors have shown their ability to reduce the gas formation to acceptable levels while adapting to seasonal variations. Beyond the improved conditions, a cost savings has been seen in chemicals, operation, and maintenance.

**Evaluation:**

On July 16, 2020, City Council approved agreements with In-Pipe Technology, LLC, and USP Technologies, for the collection system odor and corrosion control, for a one-year term, with the option of up to two (2) one-year extensions. The contractors have agreed to extend the agreement for one (1) year at the same terms, conditions, and pricing.

Staff recommends extension of this agreement for the term of July 1, 2021, through June 30, 2022. This is the first extension of the original agreement.

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<b>Fiscal Impact</b>				
<b>Account No.</b>	<b>Fund Name</b>	<b>Program Name</b>	<b>Dollar Amount</b>	<b>CIP Funded Y/N</b>
611.3910.6817.6WW196	Wastewater Bond	Collection System Facility Improv.	\$500,000	Y

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**Attachments**

Amendment - In-Pipe Technology  
Amendment - USP Technologies



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: 6/24/21

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
COLLECTION SYSTEM ODOR AND CORROSION CONTROL  
CITY OF CHANDLER AGREEMENT NO. WW0-885-4137**

THIS AMENDMENT NO. 1 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and In-Pipe Technology, LLC, an Illinois limited liability corporation, Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2021 (Effective Date).

**RECITALS**

WHEREAS, City Council approved the award of multiple Agreements for odor and corrosion control of the City's wastewater collection system (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2020 through June 30, 2021, with the option of up to two one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for odor and corrosion control of the City's wastewater collection system in an amount not to exceed \$500,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 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 Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 1. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed \$500,000.

- 3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period July 1, 2021, through June 30, 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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

**FOR THE CONTRACTOR**

By: \_\_\_\_\_

By: Doug Fagan \_\_\_\_\_

Its: Mayor \_\_\_\_\_

Its: Chief commercial officer \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney 

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**REVISED EXHIBIT B TO AGREEMENT  
COMPENSATION AND FEES**

The fee per month per average daily MGD treated is \$4,000, billed monthly, with a minimum monthly fee for any separate installation for amounts below 1 MGD of flow @ \$2,500 per month.

Monthly Service (IPT-PILOT-S1) - \$12,000/month per location (Kyrene location and Pecos location)

H2S Monitoring (ACLG-R1) - \$100/month per location (Five locations)

**Total: \$294,000 annually**



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: 6/24/21

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
COLLECTION SYSTEM ODOR AND CORROSION CONTROL  
CITY OF CHANDLER AGREEMENT NO. WW0-885-4137**

THIS AMENDMENT NO. 1 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and In-Pipe Technology, LLC, an Illinois limited liability corporation, Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2021 (Effective Date).

**RECITALS**

WHEREAS, City Council approved the award of multiple Agreements for odor and corrosion control of the City's wastewater collection system (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2020 through June 30, 2021, with the option of up to two one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for odor and corrosion control of the City's wastewater collection system in an amount not to exceed \$500,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 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 Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 1. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed \$500,000.

- 3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period July 1, 2021, through June 30, 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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

**FOR THE CONTRACTOR**

By: \_\_\_\_\_

By: Doug Fagan \_\_\_\_\_

Its: Mayor \_\_\_\_\_

Its: Chief commercial officer \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney *WMB*

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**REVISED EXHIBIT B TO AGREEMENT  
COMPENSATION AND FEES**

The fee per month per average daily MGD treated is \$4,000, billed monthly, with a minimum monthly fee for any separate installation for amounts below 1 MGD of flow @ \$2,500 per month.

Monthly Service (IPT-PILOT-S1) - \$12,000/month per location (Kyrene location and Pecos location)

H2S Monitoring (ACLG-R1) - \$100/month per location (Five locations)

**Total: \$294,000 annually**



**City Council Memorandum    Public Works & Utilities    Memo No. ST21-023**

**Date:** June 21, 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. ST0-988-4175, Amendment No. 1, with Reyes & Sons Landscaping, LLC, for Landscape Maintenance Areas 1 through 4

**Proposed Motion:**

Move City Council approve Agreement No. ST0-988-4175, Amendment No. 1, with Reyes & Sons Landscaping, LLC, for landscape maintenance areas 1 through 4, in an amount not to exceed \$1,487,219.40, for a one-year period, July 6, 2021, through July 5, 2022.

**Background/Discussion:**

The City's Transportation Division is responsible for landscape maintenance of over 400 acres of property within the City. Work under this agreement includes trash pickup, weed control, irrigation repair, fertilization, tree trimming, mowing, and pruning/trimming for arterial street rights-of-way, medians, City-owned lots, and retention basins. This agreement also includes landscape maintenance for the Loop 101 Price Freeway frontage roads, Chandler Mall Transit Center, Chandler Airport terminal area, bus rapid transit stations, and a large portion of the McQueen Yard, located at 975 E. Armstrong Way. The areas described above are known as landscape areas 1 through 4.

**Evaluation:**

On June 25, 2020, City Council approved an agreement with Reyes & Sons Landscaping, LLC, for Landscape Maintenance Areas 1-4, for a one-year term, with the option of up to four (4) additional one-year extensions. The contractor has agreed to extend for one (1) year at the same terms, conditions, and pricing.

Staff recommends extension of this agreement for the term of July 6, 2021, through July 5, 2022. This is the first extension of the original agreement.

**Fiscal Impact**

<b>Account No.</b>	<b>Fund Name</b>	<b>Program Name</b>	<b>Dollar Amount</b>	<b>CIP Funded Y/N</b>
101.3300.5219	General Fund	Other Professional Services-Streets	\$1,429,902.00	N
101.1270.5219	General Fund	Other Professional Services-Fleet	\$781.20	N
101.1225.5410	General Fund	Buildings R&M-Central Supply	\$781.20	N
635.4100.5219	General Fund	Other Professional Services-Airport	\$5,640.00	N

**Attachments**

Amendment - Reyes & Sons Landscaping



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: June 24, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
LANDSCAPE MAINTENANCE AREAS 1-4  
CITY OF CHANDLER AGREEMENT NO. ST0-988-4175**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Reyes & Sons Landscaping, 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 landscape services of areas 1-4 (Agreement); and

WHEREAS, the term of the Agreement was July 6, 2020 through July 5, 2021, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the first 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. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed \$1,487,219.40.
3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period July 6, 2021 through July 5, 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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

**FOR THE CONTRACTOR**

By: \_\_\_\_\_

By: Roberto Reyes \_\_\_\_\_

Its: Mayor \_\_\_\_\_

Its: Member/ Manager \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney *MB*

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



**City Council Memorandum    Public Works & Utilities    Memo No. ST21-022**

**Date:** June 21, 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. ST0-988-4194, Amendment No. 1, with Brightview Landscape Services, Inc., for Revegetation, Storm Repair, and Maintenance of City Streets

**Proposed Motion:**

Move City Council approve Agreement No. ST0-988-4194, Amendment No. 1, with Brightview Landscape Services, Inc., for revegetation, storm repair, and maintenance of City streets, in an amount not to exceed \$500,000, for a one-year period, August 1, 2021, through July 31, 2022.

**Background/Discussion:**

The City's Transportation Division is responsible for landscape maintenance of over 450 acres of property within the City. The maintained areas include rights-of-way, medians, City-owned lots, and retention basins, including the Chandler Mall Transit Center, the Park and Ride at Germann Road and Hamilton Street, the Airport terminal and surrounding areas, Bus Rapid Transit stations, a large portion of the McQueen Yard, and the Western Canal pathway. Maintenance work includes replacement of landscape material, irrigation system components, decomposed granite, header curbs, and the removal and replacement of damaged, hazardous, or diseased trees.

**Evaluation:**

On June 25, 2020, City Council approved an agreement with Brightview Landscape Services, Inc., for revegetation, storm repair, and maintenance of City streets, for a one-year term, with the option of up to four (4) additional one-year extensions. The contractor has agreed to extend for one (1) year at the same terms, conditions, and pricing.

Staff recommends extension of this agreement for the term of August 1, 2021, through July 31, 2022. This is the first extension of the original agreement.

**Fiscal Impact**

<b>Account No.</b>	<b>Fund Name</b>	<b>Program Name</b>	<b>Dollar Amount</b>	<b>CIP Funded Y/N</b>
401.3310.5219.6ST014	General Government Capital Projects	Landscape Repairs & Upgrades	\$500,000	Y

## Attachments

Amendment - Brightview



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: June 24, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
REVEGETATION, STORM REPAIR  
CITY OF CHANDLER AGREEMENT NO. ST0-988-4194**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Brightview Landscape Services, Inc. (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 revegetation and storm repair services (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2020 through July 31, 2021, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the first 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 Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 1. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed \$500,000.
3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period August 1, 2021 through July 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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

By: \_\_\_\_\_

Its: Mayor

**FOR THE CONTRACTOR**

By:  \_\_\_\_\_

Its: VPGM

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

 City Attorney

**ATTEST:**

By: \_\_\_\_\_

City Clerk



**City Council Memorandum    Public Works & Utilities    Memo No. UA21-056**

**Date:** June 21, 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:** John Ardans, Utilities Maintenance Manager  
**Subject:** Agreement No. PW1-925-4350, with Mechanical Solutions, Inc., for Vibration Diagnostic Services

**Proposed Motion:**

Move City Council approve Agreement No. PW1-925-4350, with Mechanical Solutions, Inc., for vibration diagnostic services, in an amount not to exceed \$120,000.

**Background/Discussion:**

The City provides wastewater services to over 260,000 residents. Wastewater is delivered to two reclamation facilities where it is treated to produce A+ quality effluent for delivery to the City's reclaimed water system. The Ocotillo Water Reclamation Facility (OWRF), located at 3333 S. Old Price Road, was originally built in 1985. The Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road, was originally built in 1998. This agreement will procure the services of Mechanical Solutions, Inc. (MSI), to determine the cause of the high vibration exhibited by permeate pumps located at OWRF and reclaim pumps located at AWRF. MSI has provided this same type of analysis for raw water pumps located at the Pecos Surface Water Treatment Plant and successfully designed a solution to mitigate the vibration issues exhibited by the pumps.

The project scope of work consists of onsite testing at OWRF and AWRF, data analysis, and a preliminary report. Completion time is 120 calendar days following Notice to Proceed.

**Evaluation:**

The City has used MSI for other troubleshooting needs, and MSI has provided successful results. Their leadership team and staff are highly qualified in their fields of knowledge and have proven capabilities as demonstrated on a previous project. Staff recommends the direct selection of Mechanical Solutions, Inc., due to their experience and familiarity with City of Chandler operations.

**Fiscal Impact**

<b>Account No.</b>	<b>Fund Name</b>	<b>Program Name</b>	<b>Dollar Amount</b>	<b>CIP Funded Y/N</b>
615.3970.5219.0.0.0	Wastewater Operating	Other Professional Services	\$60,000	N

612.3960.5219.0.0.0 Reclaimed Water  
Operating

Other Professional  
Services

\$60,000

N

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**Attachments**

Agreement - Mechanical Solutions, Inc.



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: June 24, 2021

**CITY OF CHANDLER SERVICES AGREEMENT  
VIBRATION DIAGNOSTIC SERVICES  
CITY OF CHANDLER AGREEMENT NO. PW1-925-4350**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Mechanical Solutions, Inc., a New Jersey Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 20\_\_\_\_(Effective Date).

**RECITALS**

- A. City proposes to provide pump and piping vibration diagnostic services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

**SECTION I: DEFINITIONS**

For purposes of this Agreement, the following definitions apply:

**Agreement** means the legal agreement executed between the City and the Contractor

**City** means the City of Chandler, Arizona

**Contractor** means the individual, partnership, or corporation named in the Agreement

**Days** means calendar days

**May, Should** means something that is not mandatory but permissible

**Shall, Will, Must** means a mandatory requirement

**SECTION II: CONTRACTOR'S SERVICES**

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services

furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

### **SECTION III: PERIOD OF SERVICE**

Contractor must perform the services described in Exhibit A for the term of this Agreement.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 120 calendar days from the date the Contractor is notified to proceed.

### **SECTION IV: PAYMENT OF COMPENSATION AND FEES**

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$120,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

### **SECTION V: GENERAL CONDITIONS**

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in

subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is

appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

**5.5 Indemnification.** The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

**5.6 Insurance Requirements.** Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

**5.7 Cooperation and Further Documentation.** The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

<b>For the City</b>	<b>For the Contractor</b>
Name: <u>Raquel McMahon</u>	Name: <u>Karen Rizzi</u>
Title: <u>Procurement Officer</u>	Title: <u>CFO/General Manager</u>
Address: <u>175 S. Arizona Ave.</u> <u>Chandler, AZ 85298</u>	Address: <u>11 Apollo Drive</u> <u>Whippany, NJ 07981</u>
Phone: <u>480-782-2407</u>	Phone: <u>973-326-9920</u>
Email: <u>raquel.mcmahon@chandleraz.gov</u>	Email: <u>Karen.Rizzi@mechsol.com</u>

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its

performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this

Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor,

which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**FOR THE CITY**

By: \_\_\_\_\_

Its: Mayor

**FOR THE CONTRACTOR**

By: Karen Rizzi

Its: CFO/General Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney

*WMB*

**ATTEST:**

By: \_\_\_\_\_

City Clerk

## **EXHIBIT A TO AGREEMENT SCOPE OF SERVICES**

### **CONTRACTOR'S OBLIGATIONS**

Contractor, Mechanical Solutions., Inc. (MSI), will provide City of Chandler Public Works Department with services to troubleshoot and determine the root cause of the high vibration issues on four permeate pumps and piping at Ocotillo Water Reclamation Facility (OWRF) and seven vertical turbine pumps (VTP) at the Airport Water Reclamation Facility (AWRF) via specialized testing. Contractor will recommend a practical solution based on the proposed field test and in-office analysis results. This step may be augmented with an optional Finite Element Analysis (FEA) if needed. MSI will then support solution implementation.

While MSI was performing post-modification acceptance testing on the raw water VTP's at the Pecos SWTP station in March of 2021, it was requested to perform a preliminary vibration evaluation on four permeate pumps at Ocotillo WRF, which were reported to have high vibration, especially when operating in back pulse mode. The vibration affects the motor, pump, connected piping, and piping support structure, as observed while using MSI's VibVue® motion magnification system (Figure 1). Pump seal 1 has been wearing out more quickly. Also, issues with cracking or breaking small bore piping and piping supports have been reported. The vibration has also resulted in concrete damage, requiring re-grouting around the pump and motor baseplate and piping support connections. The permeate pumps are rotary lobe type pumps with 3 lobes, and are driven by a 50 HP, 1780 rpm motor, through a 3.91:1 speed reducing gear box.

In addition to the Ocotillo permeate pumps, MSI obtained preliminary data on VTP's at AWRF. Seven of the eight VTP's are experiencing high vibration. Plant personnel have determined natural frequencies between 17.25 Hz and 18.25 Hz. The peak operating speed of the pump is approximately 19.75 Hz (1185 rpm), and the pumps are variable speed, controlled by a VFD. MSI's preliminary impact testing revealed natural frequencies from 17 Hz to 19 Hz on Pumps 5 and 7. Vibration measurements also exceeded Hydraulic Institute specification 9.6.4 limits.

MSI is recommending a well-practiced approach focused on yielding a data driven and practical solution. The plan includes the following key features:

- a. The test data analysis will initially reveal if the advanced seal wear and piping failures are due to a forced response issue, a structural resonance issue, an acoustic natural frequency, or a combination of issues.
- b. All MSI test data will be measured and recorded simultaneously and time-stamped. This is particularly important when trying to uncover a failure mode (or combinations) that periodically occurs during transient conditions or is only present during random operating conditions.
- c. A series of specialized on-site tests is used to determine the pump system natural frequencies and associated damping along with system motion, looseness, and deflection including:

- The VibVue® high speed video camera and related software will be used to magnify the motion the pump system to better visualize the actual deflection, vibration, and deformation of select portions of pump systems in slow motion.
- Operating Deflection Shape (ODS), Experimental Modal Analysis (i.e., impact testing) *while the pump is operating*, and proximity probe measurements are proven specialized problem-solving techniques.
- The test measurements will include the accessible areas of the pumps. It is noted that some below ground portions of the VTP's may not be accessible, and that some portions of the piping may not be accessible on the permeate pumps.
- Dynamic pressure testing on the permeate pumps suction and discharge piping to determine if there is excessive pulsation or amplification of the dynamic pressure due to acoustic resonance in the piping.
- Optional Task 8 adds below ground measurements on the VTP's. Please note that a submersible accelerometer with integral 50 foot cable will continue to function for months (maybe years). The pressure transducer can remain installed but will only function for days.

Note: The proposed plan is to perform the detailed testing on one each type of the pumps with comparison data collected on the remaining installed pumps.

- d. Once the problem source is identified, the solution can be formulated. In many cases, MSI in collaboration with the engineering firm, repair facility, and plant personnel are able to recommend and justify a practical solution based on the test and data analysis results.

In other cases, some level of FEA is required to model, evaluate, and "test" solutions before down-selecting to the preferred solution.

MSI is proposing our standard problem-solving approach for high-value pump systems, and MSI is typically involved in more difficult/ challenging problems. MSI believes that the impact on plant reliability and the problem history requires a comprehensive data driven problem-solving approach, not simply more data collection.

### **Phase I: Specialized Field Vibration Testing Ocotillo Permeate Pumps**

1. *History review, preparation, and travel:* MSI has reviewed data and information gathered from its March 2021 initial vibration survey, along with drawings from the permeate pump manufacturer, in order to prepare this proposal. Additional review by MSI, and a teleconference with City of Chandler personnel will take place under this task so that all test plan details are finalized. Water availability for the required testing will be discussed.

MSI will prepare all the hardware needed to perform the planned testing. This includes all temporarily installed triaxial accelerometers, proximity probes, 32-channel MSI Sentry® and/or a 17-channel B&K signal analysis equipment, instrumented impact hammer,

VibVue® motion amplified video hardware/software, and data storage computers (Figure 2).

An MSI Project Engineer and a Senior Technical Specialist or Engineering Associate will travel from MSI offices in Whippany, NJ via Newark Airport (EWR) to the plant via the Phoenix Airport.



**Figure 2.** Typical equipment needed for Operating Deflection Shape (ODS) testing and experimental modal analysis (impact testing) includes: the laptop computer with the data analysis software installed, analyzer with appropriate channel count, associated cables, the required number of above tri-axial accelerometers and uni-axial accelerometers, and an instrumented impact hammer.

2. *On-site test setup:* Onsite test set up will begin on the morning of Day 1. MSI will visually inspect the pump, motor, baseplate, piping, and foundation, and take physical measurements and digital photos. The temporary sensors will be installed by MSI and the equipment can be operational during test set up. MSI will need AC power and support from plant personnel for pump operation while onsite to complete the testing effort.
3. *Structural Assessment via VibVue® Vibration Amplified Video Testing – pump operating:* The VibVue® high speed video camera and related software will be used to magnify the motion of the video allowing engineers (and managers) to better visualize the actual deflection, vibration, and deformation of select portions of the pump system in slow motion. Limited video data has already been taken of the pumps and piping, but more will be taken as necessary. More information about this unique test methodology is available at <https://www.mechsol.com/products/vibvue>. Figure 1 is a still image from VibVue® video of the permeate pump, captured during MSI's initial survey.
4. *Experimental Modal Analysis (EMA) or Impact Testing – pumps on & off:* Perform impact testing on limited and available portions of the pump system while it is *operating* and not operating. MSI's use of its Time Averaged Pulse (TAP™) method makes impact testing on an operating pump system practical, as well as the associated piping.

A portion of the testing is performed with the pump *operating* so the water mass effect is taken into account for the casing in the resultant test data. Likewise, any motor and pump/piping structural stiffening/deflection and actual bearing loads are taken into account. MSI performs the impact test in three orthogonal directions (axially and both lateral directions).

The modal test provides the operating natural frequency mode shapes and damping information for the rotating system and the structure. The mode shapes of the relevant excited natural frequencies will be evaluated as Frequency Response Function (FRF) plots by MSI personnel back at MSI's facilities.

5. *Operating Deflection Shape (ODS) testing –pump operating:* The results from Tasks 3 will help focus the ODS testing task. MSI will perform operating forced response testing on the motor, baseplate/ foundation, discharge head (for VTP's), and nearby discharge piping while the pump operates, using tri-axial accelerometers which measure vibration in three orthogonal directions and high frequency single axis accelerometers. Measurements will be taken at representative key locations (*up to 300*) on the system.

MSI will record vibration displacement vs. frequency spectra, and digitally record the same data vs. time for a reasonable time interval (approximately one minute at each location). This natural excitation signature testing (with point-to-point phase information) will be done such that one of the 32-channel FFT analyzer channels is always kept at the same location and direction, for phase reference, such that the data can stored as an operating deflection shape (ODS).

This shape will be plotted, animated, and analyzed later by MSI personnel, back at MSI's facilities under Task 9. Figure 4 is a still frame ODS animation from a past vertical pump problem-solving project involving a discharge head located below the foundation.

Note: Due to the operating conditions, the ODS on the permeate pumps may have to be performed using many accelerometers that simultaneously record the data. This provides similar results as the above method that will be used for the VTP's, but requires many more accelerometers and channels of data.

6. *Dynamic pressure testing (Permeate pump only) – pump operating:* Determine pressure pulsations at the suction and discharge using high frequency piezo dynamic pressure transducers (Figure 5). This testing will help to determine if there is acoustic resonance that is amplifying the dynamic pressure of the pump.

### **Phase II: Specialized Field Vibration Testing AWRFVTP's**

7. *Field vibration testing of the 7 VTP's at the AWRF:* MSI will repeat tasks 1 through 4 on 7 of the VTP's at the AWRF. Additionally, task 5, the operating deflection shape testing, will be performed on at least one of the seven VTP's.
8. *Optional below-ground vibration and pressure data measurements:* MSI will collect vibration data and pressure data from a submersible tri-axial accelerometer (Figure 6) and a pressure transducer mounted on the suction bell, if the instrumentation is mounted by plant personnel prior to MSI's arrival. The data will help diagnose and solve the problem if it is either a) a below-ground resonance problem and/or b) an issue with the flow entering the suction below. The data will be analyzed and used under Task 10.

### **Phase III: Test data preparation, analysis, and reporting with recommendations**

9. *Test data analysis and reporting with specific recommendations:* MSI will use the test results to identify the specific nature of the problems on a best effort basis and recommend how to effectively resolve the problem. MSI will write a clear and concise technical report that will document the testing and analysis which MSI performed.

The report will enable the City of Chandler to follow what was done, what the relevant results were, and recommendations for solving the problem. MSI will prepare both static plots and

animations of the final test results for distribution to City of Chandler with the final report. A report section will provide design information for recommended modification(s) supported by computer generated and dimensionalized sketches, if needed.

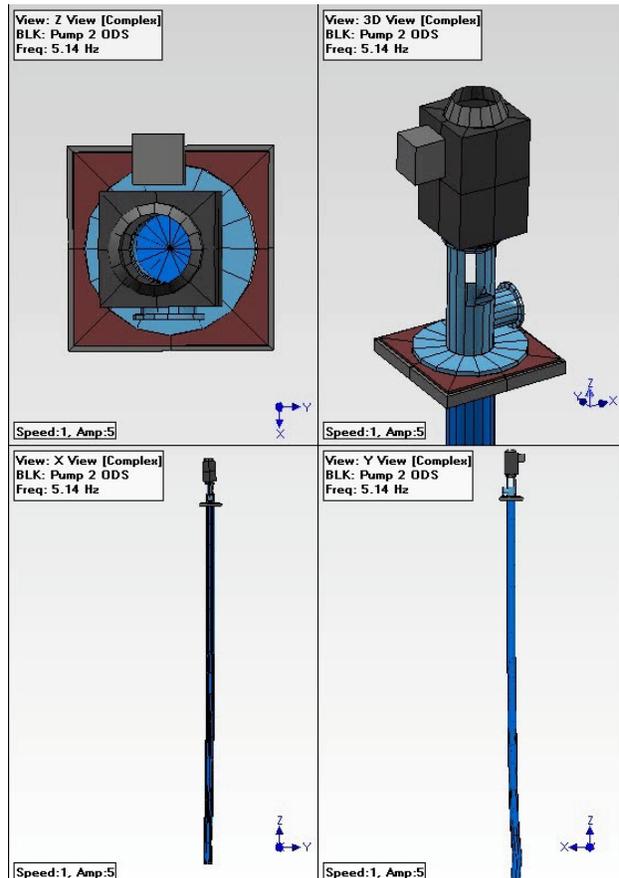
**Phase IV: If needed, Finite Element Analysis (FEA) Option**

10. *Finite Element Analysis (FEA)*: Usually, MSI can provide solutions based on field data and using the ME'Scope software. However, depending on the results of the above ODS and modal analysis it may be preferable for MSI to use Finite Element Analysis (FEA) to design and analyze a recommended solution. This will be discussed with the customer early in Task 9.

FEA can be used to analyze and finalize a structural modification to correct a structural resonance. If needed, this optional task consists of constructing a structural modal analysis model of the pump, nearby foundation, and nearby piping using MSI field measurements and any repair vendor measurements. MSI uses ANSYS or Pro/Mechanical FEA.

Initially, the FEA model will be calibrated with the ODS model (structural) that is based on the field data. Next, potential solutions are analyzed and refined. The FEA work is only far enough to design a solution that will work for all seven pumps.

If this option is needed, the FEA work will include two iterations to the support structure achieve the desired separation margin between running speed and the offending natural frequency. The Task 9 report will be amended with the FEA results and will include the details for the specific modifications needed to solve the problem. The FEA report amendment will reference key plots and tabulated FEA results.



**Figure 4.** Static image of an ODS animation of a vertical pump system. ODS animation overlay test data on an MSI prepared 3D solid model. When animated looseness, deflections, and natural frequencies can be viewed to identify problems with more certain so a fix can be recommended with more confidence.



**Figure 5:** Dynamic pressure testing is performed if pressure pulsations/ acoustic natural frequencies are a possible root cause of, or contributor to, the problem. These will only be used on the permeate pumps.



**Figure 6** – Optionally a submersible triaxial accelerometer with an integral cable mounted at the suction bell helps characterize and resolve below-ground structural resonance issues.

#### **Personnel:**

Maki Onari, Vice President, will be assigned as the overall project manager responsible for successful completion of this project. He will be supported by a several engineers and technicians from among MSI 35-person staff. A Project Engineer III and a Senior Technical Specialist or second Project Engineer will be the performing the on-site testing and test data analysis. Paul Boyadjis, Director of Structural Analysis, will be involved in the optional Task 5 (FEA) effort. Oversight will be provided by William D. Marscher, P.E., Technical Director, who has over 45 years of experience pump experience. A companion document provides background information about the qualifications of the company and its staff.

#### **About the Company:**

MSI is an engineering design, development, and analysis company specializing in rotating machinery and related systems with a particular focus on pumping/piping systems. MSI's activities include specialized vibration analysis and testing, stress analysis & testing, advanced mechanical component development, heat transfer and fluid flow analysis, and fluid dynamic component development. MSI engineers are recognized experts in their various fields. MSI staff have authored or co-authored the vibration chapter of Sank's Pumping Station Design Handbook; "Centrifugal Pump Design & Performance", published by Oxford University Press; and "Centrifugal Pump Mechanical Behavior and Vibration" chapter in the 4<sup>th</sup> edition of the Pump Handbook (McGraw Hill, 2008). MSI is a Standards Partner with the Hydraulic Institute and the Vice-Chair of the Vibration committee.

On a regular basis MSI is contracted by users of high value pumps, engineering firms, manufacturers, and to resolve problems, analyze component or system stress and vibration, analyze flow fields, develop advanced components or complete machines, apply or develop specialty software, and perform machinery testing on test stands and operating in the field.

**Schedule:**

MSI will work with Carollo Engineers to meet schedule requirements. The following is a tentative schedule for Tasks 2 and 3 (on-site testing):

- Day 1 (Monday) – Travel to a hotel near the job site
- Day 2 (Tuesday) – On-site at Ocotillo for up to 10 hours to complete Task 2 (set up) and start Task 3.
- Day 3 (Wednesday) – On-site at Ocotillo for up to 10 hours to continue with Task 3 through Task 6.
- Day 4 (Thursday) – On-site at Ocotillo for up to 5 hours to complete permeate pump testing. On-site at AWRF for up to 5 hours to start Task 7.
- Day 5 (Friday) – On-site at AWRF for up to 10 hours to complete Task 7.
- Day 6 (Saturday) – Travel home.

The Task 9 (Phase III) effort will take up to 10 to 15 additional working days after the last day on-site. Preliminary conclusions and input will be provided via email shortly after the testing concludes on a provisional basis. If it is needed the optional Task 10 FEA work could add 10 to 15 additional days after receiving all the drawings required to build the computer solids models.

## EXHIBIT B TO AGREEMENT COST SUMMARY

**Table 1.** Level of effort and estimated cost summary by phase with the optional task.

Phase	Phase name	Tasks	Onsite Time	Labor	Expenses	Total	NTE
I	Ocotillo Permeate Pump Testing (review, prep, travel, MMV, EMA, ODS, Dynamic Pressure)	1 to 6	2 people, up to 25 hours over 2.5 days	\$16,510	\$2,760	\$19,270	\$19,800
II	AWRF vibration testing of 7 VTPs (review, prep, MMV, EMA, ODS)	7	2 people, up to 15 hours over 1.5 days	\$6,700	\$1,300	\$8,000	\$8,500
II	<i>Optional</i> Below Ground Accelerometer Data for 1 VTP	8		\$1,500	\$0	\$1,500	\$1,500
III	Test data analysis and reporting	9		\$13,500	\$0	\$13,500	\$14,000
IV	Finite Element Analysis of AWRF VTP's	10	The need will be known during Task 9. If needed, MSI will quote the work which has a budgeted to cost between \$10,000 to \$13,000.				

\* Hourly rates include MSI usage of the specialized test hardware and sensors for the onsite testing, and the analysis software needed.

Work will be billed as follows:

- a) Salaries & Wages: All work under this agreement will be charged at standard hourly rates charged to MSI standard industrial customers. In the event of travel, travel hours are billed at full rate. Standard rates may change without notice, typically as of January 1 of each New Year.
- b) Materials and Services necessary to the project, and purchased outside of MSI.
- c) Travel and other out-of-pocket expenses (air, meals, lodging, rentals, etc.)
- d) A handling charge of 8% on items b and c.

The M&S expenses are for travel and living expenses for the two personnel who will work on-site. The estimate is based on travel and testing for Phase I is based on the travel and on-site testing taking place on four consecutive weekdays.

A daily rate will apply if test personnel encounter on-site non-productive dwell time for factors outside their control. The estimated daily rate including additional living expenses for the two-person team totals \$3,700USD for 8 hour weekdays. The pricing offered is valid for work completed per the schedule indicated.

The MSI Senior Technical Specialist or Engineering Associate is an hourly person any time over 8 hours per weekday or on Saturdays will be charged at time-and-a-half, and any required Sunday work at double-time. Expected weekday overtime is included in the NTE estimate. Work will generally be billed in the month it takes place with net 30 payment terms.

## EXHIBIT C TO AGREEMENT INSURANCE

### INSURANCE

#### General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized

to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
  - 1. The Contractor’s insurance must contain broad form contractual liability coverage.
  - 2. The Contractor’s insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to

liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

## **EXHIBIT D TO AGREEMENT SPECIAL CONDITIONS**

### **INTELLECTUAL PROPERTY**

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, tracings, studies, design analyses, original drawings, 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 the City and are to be delivered to the City Representative before the final payment is made to the Contractor. In the event these Documents are altered, modified or adapted without the written consent of the Contractor, which consent the Contractor shall not unreasonably withhold, the City agrees to hold the Contractor harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adaptation of the Documents.

Contractor to Retain Copyrights. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Contractor, its subcontractors or personnel, during the course of performing this Agreement or arising out of the Project shall belong to the Contractor.

License to City for Reasonable Use. With this Agreement, the Contractor and its subcontractors hereby grant a license to the 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. In the event that the derivative works require the City to alter or modify the Documents, then the provisions of this section apply.

Documents to Bear Seal. The Contractor and its subcontractors shall endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law

### **ACCESS TO SECURED FACILITIES**

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) 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 the 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. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

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 Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall 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.

Contractor's default under this Section shall 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 Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor 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. Contractor 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, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of \$1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the 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.



**City Council Memorandum    Public Works & Utilities    Memo No. UA21-055**

**Date:** June 21, 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:** Paul Roy, Utility Operations Manager  
**Subject:** Agreement No. MU0-962-4219, Amendment No. 1, with Cartright's Drain Service, Inc.; PM Plumbing and Mechanical, Inc.; RKS Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for Plumbing Services

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**Proposed Motion:**

Move City Council approve Agreement No. MU0-962-4219, Amendment No. 1, with Cartright's Drain Service, Inc.; PM Plumbing and Mechanical, Inc.; RKS Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for plumbing services, increasing the combined contract limit by \$500,000 for a revised contract amount not to exceed \$1,000,000, for the existing term ending October 31, 2021.

**Background/Discussion:**

The Wastewater Collection Division maintains and repairs all City-owned sewer mains, as well as crushed or damaged sewer laterals located in the public right-of-way. On average, 72 sewer service repairs are required annually.

To provide prompt and efficient service, it was determined the most cost-effective way to repair lateral and main lines is to engage a plumbing contractor. Within 48 hours of notification, the plumbing contractor excavates the area, repairs the damaged line, and restores the landscaping to its original condition. The cost of these repairs has tripled in recent years, resulting in a funding deficit at the end of the fiscal year. The Wastewater Collection Division has worked through these shortages; however, with the increased volume and cost of sewer service repairs, it is not possible to manage with current funding. This amendment will increase funding to continue repairing damaged or missing segments of pipe in the public utility easements of single family residential neighborhoods.

**Evaluation:**

On October 15, 2020, City Council approved an agreement with Cartright's Drain Service, Inc.; PM Plumbing and Mechanical, Inc.; RKS Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for plumbing services, for a one-year term, with the option of up to two (2) one-year extensions. The current term of the agreement is still in effect, however, staff is requesting an increase to the combined spending limit that was previously approved. All other terms of the original agreements remain unchanged.

<b>Account No.</b>	<b>Fund Name</b>	<b>Program Name</b>	<b>Dollar Amount</b>	<b>CIP Funded Y/N</b>
615.3900.5219.0.0	Wastewater Operating	Other Professional Services	\$500,000	N

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**Attachments**

- Amendment - Cartright's
- Amendment - PM
- Amendment - RKS
- Amendment - TALIS



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: June 24, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
PLUMBING SERVICE  
CITY OF CHANDLER AGREEMENT NO. MU0-962-4219**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Cartright’s Drain Service, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2021 (Effective Date).

**RECITALS**

WHEREAS, City Council approved the award of four related Agreements for plumbing services (Agreement) in various amounts for the prices set forth in each plumbing services agreement. Although the amount and type of plumbing services needed by the City may vary, the total sum for all four plumbing services agreements must not exceed \$500,000; and

WHEREAS, the term of the Agreement was November 1, 2020 through October 31, 2021, with the option of up to two one-year extensions; and

WHEREAS, the Parties wish to add additional funds to the current term of the Agreement.

**AGREEMENT**

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section 4, Price is amended to increase the annual spending limit by \$500,000, for a total sum for all four plumbing services agreements not to exceed the amount of \$1,000,000 for the term ending October 31, 2021, per pricing set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

By: \_\_\_\_\_

Its: Mayor \_\_\_\_\_

**FOR THE CONTRACTOR**

By: Jeffrey Boatright \_\_\_\_\_

PRESIDENT  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney 

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: June 24, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
PLUMBING SERVICE  
CITY OF CHANDLER AGREEMENT NO. MU0-962-4219**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and PM Plumbing and Mechanical, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2021 (Effective Date).

**RECITALS**

WHEREAS, City Council approved the award of four related Agreements for plumbing services (Agreement) in various amounts for the prices set forth in each plumbing services agreement. Although the amount and type of plumbing services needed by the City may vary, the total sum for all four plumbing services agreements must not exceed \$500,000; and

WHEREAS, the term of the Agreement was November 1, 2020 through October 31, 2021, with the option of up to two one-year extensions; and

WHEREAS, the Parties wish to add additional funds to the current term of the Agreement.

**AGREEMENT**

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2. Section 4, Price is amended to increase the annual spending limit by \$500,000, for a total sum for all four plumbing services agreements not to exceed the amount of \$1,000,000 for the term ending October 31, 2021, per pricing set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

By: \_\_\_\_\_

Its: Mayor \_\_\_\_\_

**FOR THE CONTRACTOR**

By: Roseann Oberle \_\_\_\_\_

office Manager  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney 

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: June 24, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
PLUMBING SERVICE  
CITY OF CHANDLER AGREEMENT NO. MU0-962-4219**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and RKS Plumbing and Mechanical, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2021 (Effective Date).

**RECITALS**

WHEREAS, City Council approved the award of four related Agreements for plumbing services (Agreement) in various amounts for the prices set forth in each plumbing services agreement. Although the amount and type of plumbing services needed by the City may vary, the total sum for all four plumbing services agreements must not exceed \$500,000; and

WHEREAS, the term of the Agreement was November 1, 2020 through October 31, 2021, with the option of up to two one-year extensions; and

WHEREAS, the Parties wish to add additional funds to the current term of the Agreement.

**AGREEMENT**

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section 4, Price is amended to increase the annual spending limit by \$500,000, for a total sum for all four plumbing services agreements not to exceed the amount of \$1,000,000 for the term ending October 31, 2021, per pricing set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

By: \_\_\_\_\_

Its: Mayor

**FOR THE CONTRACTOR**

By: 

Its: Chief Operating Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney 

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: June 24, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT  
PLUMBING SERVICE  
CITY OF CHANDLER AGREEMENT NO. MU0-962-4219**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and TALIS Construction Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2021 (Effective Date).

**RECITALS**

WHEREAS, City Council approved the award of four related Agreements for plumbing services (Agreement) in various amounts for the prices set forth in each plumbing services agreement. Although the amount and type of plumbing services needed by the City may vary, the total sum for all four plumbing services agreements must not exceed \$500,000; and

WHEREAS, the term of the Agreement was November 1, 2020 through October 31, 2021, with the option of up to two one-year extensions; and

WHEREAS, the Parties wish to add additional funds to the current term of the Agreement.

**AGREEMENT**

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section 4, Price is amended to increase the annual spending limit by \$500,000, for a total sum for all four plumbing services agreements not to exceed the amount of \$1,000,000 for the term ending October 31, 2021, per pricing set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

By: \_\_\_\_\_

Its: Mayor

**FOR THE CONTRACTOR**

By: Chel W. Water II

Vice President - Pre Construction  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney *MM*

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



**City Council Memorandum    Mayor and Council Memo No. N/A**

**Date:** June 21, 2021

**To:** Vice Mayor and Council

**From:** Mayor Kevin Hartke

**Subject:** Discussion and Direction to staff to include review of the Draft Non-Discrimination Resolution in the Diversity, Equity, and Inclusion Study Approved as Part of the Fiscal Year 2021-2022 Budget, and Direct Staff to Engage a Public Process to Develop Recommendations for the City Council, as Requested by Mayor Hartke

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**Attachments**

Draft Unity Resolution

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THE POLICY FOR THE CITIZENS OF THE CITY OF CHANDLER, ARIZONA, TO BE FREE FROM DISCRIMINATION AND THAT IT IS CONTRARY TO PUBLIC POLICY AND UNLAWFUL TO DISCRIMINATE AGAINST ANY PERSON ON THE BASIS OF RACE, GENDER, AND/OR GENDER IDENTITY OR EXPRESSION, COLOR, CREED, RELIGION, AGE, NATIONAL ORIGIN, ETHNICITY, DISABILITY, VETERAN OR MILITARY STATUS, SEXUAL ORIENTATION, PREGNANCY, GENETIC INFORMATION, MARITAL STATUS, POLITICAL AFFILIATION, CITIZENSHIP STATUS OR ON ANY OTHER LEGALLY PROHIBITED BASIS IN PLACES OF PUBLIC ACCOMMODATION, EMPLOYMENT, AND HOUSING; AND THAT IT IS CONTRARY TO THE POLICY OF THE CITY AND UNLAWFUL FOR VENDORS AND CONTRACTORS DOING BUSINESS WITH THE CITY TO DISCRIMINATE

WHEREAS, the City of Chandler is a diverse community of residents in race, ethnicity, national origin, religion, socioeconomic status, age, sexual orientation, gender and gender identity, immigrant and refugee status, veteran status, and disability; and

WHEREAS, all members of the community have the right to be treated fairly and live their lives with dignity, free from discrimination or disparate treatment; and

WHEREAS, the City of Chandler is committed to practicing equality in its practices and governance through its actions, processes, and decisions; and

WHEREAS, the City of Chandler is committed to serve all members of the community, protect their basic human rights, and ensure the safety and well-being of its residents; and

WHEREAS, the inclusion and integration of all residents of the City is a vital concern for the general welfare of the City.

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

Section 1. It is the policy of City of Chandler to not discriminate and to provide equal opportunity to all persons regardless of actual or perceived race, gender, and/or gender identity or expression, color, creed, religion, age, national origin, ethnicity, disability, veteran or military status, sexual orientation, pregnancy, genetic information, marital status, political affiliation, citizenship status or on any other legally prohibited basis in the access, provision and treatment of City services, programs, and activities. It is the policy of the City that all persons be treated with respect and dignity. Each person has the right to receive service from the City in a manner that promotes equality under the law and prohibits unlawful discrimination,

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including harassment and retaliation.

Section 2. That the City of Chandler embraces, celebrates, and welcomes all people without regard to race, gender, and/or gender identity or expression, color, creed, religion, age, national origin, ethnicity, disability, veteran or military status, sexual orientation, pregnancy, genetic information, marital status, political affiliation, citizenship status or on any other legally prohibited basis.

Section 3. That the City of Chandler encourages its citizens, businesses, and partners to embrace, celebrate, and welcome all people without regard to race, gender, and/or gender identity or expression, color, creed, religion, age, national origin, ethnicity, disability, veteran or military status, sexual orientation, pregnancy, genetic information, marital status, political affiliation, citizenship status or on any other legally prohibited basis. Further, it is the policy of the City of Chandler to prohibit discrimination due to actual or perceived race, gender, and/or gender identity or expression, color, creed, religion, age, national origin, ethnicity, disability, veteran or military status, sexual orientation, pregnancy, genetic information, marital status, political affiliation, citizenship status or on any other legally prohibited basis with regard to employment, housing and public accommodations in Chandler.

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. \_\_\_\_ 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



**City Council Memorandum    Development Services Memo No.**

**Date:**        June 21, 2021  
**To:**            Mayor and Council  
**From:**        Development Services Department  
**Subject:**     Study Session & Regular Minutes of May 5, 2021, Planning and Zoning Commission

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**Attachments**

May 5, 2021 Study Session Minutes  
May 5, 2021 Regular Meeting Minutes

STUDY SESSION MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA May 5, 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 5:00 p.m.

The following Commissioners answered Roll Call:

- Chairman Rick Heumann
- Vice Chairman David Rose
- Commissioner George Kimble
- Commissioner Matt Eberle
- Commissioner Michael Flanders
- Commissioner Gregg Pekau

Absent:

Also, present:

- Mr. Kevin Mayo, Planning Administrator
- Mr. David de la Torre, Planning Manager
- Ms. Lauren Schumann, Senior City Planner
- Ms. Kristine Gay, Senior City Planner
- Mr. Harley Mehlhorn, Junior Planner
- Mr. Thomas Allen, Assistant City Attorney
- Ms. Julie San Miguel, Clerk

**2. AGENDA ITEMS:**

**\*a. PLH20-0019/PLH20-0008/PLT20-0009 COMMONWEALTH LOFTS**

Request Area Plan Amendment to the Downtown South Arizona Avenue Corridor Area Plan from Low Density Residential (0-6 du/acre) to Townhome Medium Density Residential (12-14 du/acre), Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD), Preliminary Development Plan for site layout and building architecture, and preliminary plat approval for townhouse dwellings on approximately 3.0 net acres located at 699 E. Commonwealth Avenue approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road

**Background**

- 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**

Plan	Recommended Land Use	Proposed Amendment
General Plan	Growth Area 1: Downtown Chandler	No Change
Downtown South Arizona Avenue Corridor Area Plan	Low Density Residential (0-6 du/acre)	Townhome Medium Density Residential (12-14 du/acre)

**Proposal**

Units	<ul style="list-style-type: none"> <li>• 39 Townhome lots</li> <li>• 12.8 du/ac</li> </ul>
Parking	<ul style="list-style-type: none"> <li>• 2 garage spaces per unit</li> <li>• 18 on-site guest parking spaces</li> <li>• +/- 14 New on-street public parking spaces</li> </ul>
Open Space	<ul style="list-style-type: none"> <li>• 6.5' private patio space per unit</li> <li>• Turfed retention court yards</li> <li>• Bocce Ball court and cabana grill area</li> </ul>
Building Height	<ul style="list-style-type: none"> <li>• 2-stories</li> <li>• 27.5 feet tall to top of parapet</li> </ul>
Building Design	<ul style="list-style-type: none"> <li>• Primary materials include stucco and stone</li> <li>• Roof design includes concrete tile accent roofs, metal canopies, and flat parapet roofline</li> <li>• Patio wall to be aesthetically vented stucco with welded mesh doors.</li> </ul>

**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 vs. single-family units up to 6 du/ac.

To accommodate garage parking but be sensitive to nearby single-family homes, the applicant has proposed two-story units instead of three. 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” 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 that 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 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 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.

### **Recommended Actions**

#### **Area Plan Amendment**

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Area Plan Amendment to the Downtown South Arizona Avenue Corridor Area Plan by changing Low Density Residential (0-6 dwelling units per acre, du/ac) to Townhome Medium Density Residential (12-14 du/ac) 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 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 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 "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.

Note: Stipulation #9 was added as a result of the Planning and Zoning's discussion during the study session:

9. The applicant shall work with staff to revise the design of the left elevation to provide larger windows, popouts, and materials similar to the design of the right elevation in order to break up the proposed span of stucco.

### **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 what is the anticipated use for the property to the east.

**KRISTINE GAY, SENIOR CITY PLANNER** responded the property is currently zoned for Agriculture, AG-1. She mentioned in the plan it is recommended that it be zero to sixty units per acer.

**CHAIRMAN HEUMANN** stated that he likes the project and that the units face out instead of looking at the back of other buildings. He presented concerns regarding the left side elevation appearing monotonous and asked staff to work with the applicant to improve the elevation. He asked Commissioner Flanders for his suggestions to enhance the elevation.

**COMMISSIONER FLANDERS** reviewed the floor plan and advised windows could be added or made larger to allow more light and improve the elevation.

**CHAIRMAN HEUMANN** asked staff to work with the applicant to create a stipulation.

**VICE CHAIRMAN ROSE** asked if the proposed town homes for sale or rent.

**KRISTINE GAY, SENIOR CITY PLANNER** confirmed that applicant's intent is to sell the townhomes.

**DAVID DE LA TORRE, PLANNING MANAGER** asked for further clarification regarding the stipulation request to improve the left elevation, and asked if it included similar pop-out design as the right elevation, if that would address their concerns.

**CHAIRMAN HEUMANN** presented his concerns with the left elevation and requested more details be added.

**COMMISSIONER FLANDERS** advised that pop-outs could be used to provide more visual interest.

### **Proposed Motions**

#### **Area Plan Amendment**

Move Planning and Zoning Commission recommend approval of PLH20-0019, Area Plan Amendment to the Downtown South Arizona Avenue Corridor Area Plan by changing Low Density Residential (0-6 dwelling units per acre, du/ac) to Townhome Medium Density Residential (12-14 du/ac) as shown on the Area Plan Amendment Exhibit, as recommended by Planning staff.

#### **Rezoning**

Move Planning and Zoning Commission recommend approval of PLH20-0008 Commonwealth Lofts, rezoning from AG-1 to PAD for "Townhomes," as recommended by Planning Staff.

#### **Preliminary Development Plan**

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH20-0008 Commonwealth Lofts, subject to conditions as recommended by Planning staff.

#### **Preliminary Plat**

Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT20-0009, as recommended by Planning staff.

**\*b. PLH21-0006 INFANT SWIMMING RESOURCE**

Request Use Permit approval to allow for swim lessons within a property zoned Planned Area Development (PAD) for single-family. The property is located at 2720 East Coconino Drive, in the Fonte Al Solé subdivision, which is located west of the southwest corner of Gilbert and Ocotillo roads.

**Background**

- Subject site zoned PAD for single-family; constructed 2003
- 10,800 square foot lot with one-single family home with 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 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

Normal Way, a collector street that doesn't have any homes fronting the street. Closer to the property, customer traffic on Kimberlee and Coconino Drives, traffic 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 Outreach**

- 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, 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, expressing 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 never utilized lessons from the applicant but lived on the same street including a neighbor from across the street: all stating 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 as of writing this memo. Furthermore, letters of support from surrounding neighbors are attached praising the service offer by the applicant to the community.

### **Recommended Action**

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.

**COMMISSIONER PEKAU** advised that he was a former Red Cross Certified Life Guard and Water Safety Instructor and applauds the applicant for their work in safety for the young and vulnerable around water. He further advised of his support and clarified lessons are typically one on one basis for these types of lessons.

**COMMISSIONER FLANDERS** asked if there are other places around town that provide this service. He also asked if there are facilities with pools who do this for toddlers.

**LAUREN SCHUMANN, SENIOR CITY PLANNER** responded that a search was conducted on the infant swimming resources website and there were no others within this area. She mentioned that some operate out of single family residences but there were none in this area.

**COMMISSIONER PEKAU** stated swimming lessons do not always provide an opportunity for students this young. He further stated it very difficult for parents to find a one on one student to instructor ratio.

**COMMISSIONER EBERLE** asked why the business was stopped.

**LAUREN SCHUMANN, SENIOR CITY PLANNER** responded per the current code homebased business cannot have employees or customers who come to the home and because the swim lessons are onsite, a use permit was needed in order to come into compliance with the code.

**COMMISSIONER EBERLE** advised he was a former life guard and that this is an excellent service. He further advised that he understands that this is an ordinance issue but seems like this is micromanaging citizens.

**LAUREN SCHUMANN, SENIOR CITY PLANNER** stated the site has been operating for twelve years without complaints and therefore staff is making a recommendation for no time condition.

**Proposed Motion**

Move Planning and Zoning Commission recommend approval of Use Permit case PLH21-0006 Infant Swimming Resource, subject to conditions as recommended by Planning staff.

**\*c. PLH21-0011 NORTH PRICE STABLES**

Request Use Permit extension approval to continue to allow for the boarding of horses within a residential property zoned Agricultural (AG-1). The property is located at 2885 N. Price Road, located on the east side of Price Road south of Elliot Road.

**Background**

- 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 does not generate large amount of traffic as the sessions are by appointment only and are short in duration.

**Surrounding Land Uses**

North	Single family subdivision zoned PAD	South	A currently vacated lot planned and zoned for a medium density apartment complex
East	Large lot single family within Maricopa County	West	Price Road then Arizona Loop 101

**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, staff is supportive of no further time stipulation. Finding compatibility with surrounding land uses, self-contained operations, and consistency with the General Plan, Planning staff recommends 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 26<sup>th</sup>, 2021, at 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.

**Recommended Action**

Planning staff recommends Planning and Zoning Commission move to recommend approval of 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.

Note: Stipulation #9 was added as a result of the Planning and Zoning's discussion during the study session:

9. Any change of ownership or management of horse stable operations shall require a new Use Permit.

**CHAIRMAN HEUMANN** stated this is great use and the applicant does a great job. He asked if a condition could be added in the event the property is sold or there is a change in ownership.

**HARLEY MEHLHORN, JUNIOR PLANNER** asked for clarification regarding the requested condition.

**CHAIRMAN HEUMANN** advised staff to work on a stipulation in the event the use is changed.

**Proposed Motion**

Move Planning and Zoning Commission recommend approval of Use Permit extension case, PLH21-0011 North Price Stables, subject to the conditions as recommended by Planning staff.

**\*d. CANCELLATION OF THE MAY 19, 2021 PLANNING AND ZONING COMMISSION MEETING.**

**3. BRIEFING ITEMS:**

None

**4. MEMBERS COMMENTS/ANNOUNCEMENTS**

None

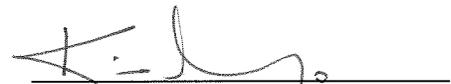
**5. CALENDAR**

The next study session will be held before the regular meeting on Wednesday, June 2, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street.

**6. ADJOURNMENT**

The study session was adjourned at 5:30 p.m.

  
Rick Heumann, Chairman

  
Kevin Mayo, Secretary

REGULAR MEETING MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA May 5, 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 5:38 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  
Ms. Kristine Gay, Senior City Planner  
Mr. Harley Mehlhorn, Junior Planner  
Mr. Thomas Allen, Assistant City Attorney  
Ms. Julie San Miguel, Clerk

**2. PLEDGE OF ALLEGIANCE:**

Pledge of Allegiance led by COMMISSIONER FLANDERS.

**3. APPROVAL OF MINUTES**

**a. Study Session Minutes of The Planning and Zoning Commission held on Wednesday, April 21, 2021. Approved**

**MOVED BY VICE CHAIRMAN ROSE**, second by **COMMISSIONER FLANDERS** to approve Study Session Minutes of The Planning and Zoning Commission of the City of Chandler held on Wednesday, April 21, 2021.

The motion passed unanimously 6-0.

Chairman Rick Heumann – In Favor  
Vice Chair David Rose – In Favor  
Commissioner Matt Eberle– In Favor

Commissioner George Kimble – In Favor  
Commissioner Gregg Pekau – In Favor  
Commissioner Michael Flanders– In Favor

**b. Regular Meeting Minutes of The Planning and Zoning Commission held on Wednesday, April 21, 2021. Approved**

**MOVED BY VICE CHAIRMAN ROSE**, second by **COMMISSIONER FLANDERS** to approve Regular Meeting Minutes of The Planning and Zoning Commission of the City of Chandler held on Wednesday, April 21, 2021.

**4. AGENDA ITEMS:**

**CHAIRMAN HEUMANN** informed the audience before the regular meeting Commission and Staff met in open study session to discuss the items on the agenda, Items a, b, c, and d are on consent.

**\*a. PLH20-0019/PLH20-0008/PLT20-0009 COMMONWEALTH LOFTS**

**Approved with stipulation**

Request Area Plan Amendment to the Downtown South Arizona Avenue Corridor Area Plan from Low Density Residential (0-6 du/acre) to Townhome Medium Density Residential (12-14 du/acre), Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD), Preliminary Development Plan for site layout and building architecture, and preliminary plat approval for townhouse dwellings on approximately 3.0 net acres located at 699 E. Commonwealth Avenue approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road

**Background**

- 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**

Plan	Recommended Land Use	Proposed Amendment
General Plan	Growth Area 1: Downtown Chandler	No Change
Downtown South Arizona Avenue Corridor Area Plan	Low Density Residential (0-6 du/acre)	Townhome Medium Density Residential (12-14 du/acre)

**Proposal**

Units	<ul style="list-style-type: none"> <li>• 39 Townhome lots</li> <li>• 12.8 du/ac</li> </ul>
Parking	<ul style="list-style-type: none"> <li>• 2 garage spaces per unit</li> <li>• 18 on-site guest parking spaces</li> <li>• +/- 14 New on-street public parking spaces</li> </ul>
Open Space	<ul style="list-style-type: none"> <li>• 6.5' private patio space per unit</li> <li>• Turfed retention court yards</li> <li>• Bocce Ball court and cabana grill area</li> </ul>
Building Height	<ul style="list-style-type: none"> <li>• 2-stories</li> <li>• 27.5 feet tall to top of parapet</li> </ul>
Building Design	<ul style="list-style-type: none"> <li>• Primary materials include stucco and stone</li> <li>• Roof design includes concrete tile accent roofs, metal canopies, and flat parapet roofline</li> <li>• Patio wall to be aesthetically vented stucco with welded mesh doors.</li> </ul>

**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 vs. single-family units up to 6 du/ac.

To accommodate garage parking but be sensitive to nearby single-family homes, the applicant has proposed two-story units instead of three. 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” 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 that 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 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 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.

### **Recommended Actions**

#### **Area Plan Amendment**

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Area Plan Amendment to the Downtown South Arizona Avenue Corridor Area Plan by changing Low Density Residential (0-6 dwelling units per acre, du/ac) to Townhome Medium Density Residential (12-14 du/ac) 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 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 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 "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.

Note: Stipulation #9 was added as a result of the Planning and Zoning's discussion during the study session:

9. The applicant shall work with staff to revise the design of the left elevation to provide larger windows, popouts, and materials similar to the design of the right elevation in order to break up the proposed span of stucco.

### **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**

#### **Area Plan Amendment**

Move Planning and Zoning Commission recommend approval of PLH20-0019, Area Plan Amendment to the Downtown South Arizona Avenue Corridor Area Plan by changing Low Density Residential (0-6 dwelling units per acre, du/ac) to Townhome Medium Density Residential (12-14 du/ac) as shown on the Area Plan Amendment Exhibit, as recommended by Planning staff.

#### **Rezoning**

Move Planning and Zoning Commission recommend approval of PLH20-0008 Commonwealth Lofts, rezoning from AG-1 to PAD for "Townhomes," as recommended by Planning Staff.

#### **Preliminary Development Plan**

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH20-0008 Commonwealth Lofts, subject to conditions as recommended by Planning staff.

#### **Preliminary Plat**

Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT20-0009, as recommended by Planning staff.

**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 Preliminary Development Plan.

**\*b. PLH21-0006 INFANT SWIMMING RESOURCE Approved**

Request Use Permit approval to allow for swim lessons within a property zoned Planned Area Development (PAD) for single-family. The property is located at 2720 East Coconino Drive, in the Fonte Al Solé subdivision, which is located west of the southwest corner of Gilbert and Ocotillo roads.

**Background**

- Subject site zoned PAD for single-family; constructed 2003
- 10,800 square foot lot with one-single family home with 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 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 Normal Way, a collector street that doesn't have any homes fronting the street. Closer to the property, customer traffic on Kimberlee and Coconino Drives, traffic 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 Outreach**

- 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, 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, expressing 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 never utilized lessons from the applicant but lived on the same street including a neighbor from across the street: all stating 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 as of writing this memo. Furthermore, letters of support from surrounding neighbors are attached praising the service offer by the applicant to the community.

### **Recommended Action**

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.

### **Proposed Motion**

Move Planning and Zoning Commission recommend approval of Use Permit case PLH21-0006 Infant Swimming Resource, subject to conditions as recommended by Planning staff.

### **\*c. PLH21-0011 NORTH PRICE STABLES Approved with Stipulation**

Request Use Permit extension approval to continue to allow for the boarding of horses within a residential property zoned Agricultural (AG-1). The property is located at 2885 N. Price Road, located on the east side of Price Road south of Elliot Road.

### **Background**

- 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 does not generate large amount of traffic as the sessions are by appointment only and are short in duration.

**Surrounding Land Uses**

North	Single family subdivision zoned PAD	South	A currently vacated lot planned and zoned for a medium density apartment complex
East	Large lot single family within Maricopa County	West	Price Road then Arizona Loop 101

**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, staff is supportive of no further time stipulation. Finding compatibility with surrounding land uses, self-contained operations, and consistency with the General Plan, Planning staff recommends 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 26<sup>th</sup>, 2021, at 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.

**Recommended Action**

Planning staff recommends Planning and Zoning Commission move to recommend approval of 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.

Note: Stipulation #9 was added as a result of the Planning and Zoning's discussion during the study session:

9. Any change of ownership or management of horse stable operations shall require a new Use Permit.

**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.

**DAVID DE LA TORRE, PLANNING MANAGER** presented the additional stipulation reflected under condition #9.

**Proposed Motion**

Move Planning and Zoning Commission recommend approval of Use Permit extension case, PLH21-0011 North Price Stables, subject to the conditions as recommended by Planning staff.

**\*d. CANCELLATION OF THE MAY 19, 2021 PLANNING AND ZONING COMMISSION MEETING Approved**

**CHAIRMAN HEUMANN** opened the floor to discuss any items and informs the audience that he had received one speaker card in favor of Item c. PLH21-0011 North Price Stables.

**DUANE LIDMAN, 2315 WEST PALOMINO DRIVE**, advised that he is in favor of Item c. PLH21-0011 North Price Stables, but he did not wish to speak before the board regarding this item.

**MOVED BY COMMISSIONER PEKAU** seconded by **COMMISSIONER EBERLE** to approve the consent agenda.

The motion passed unanimously 6-0.

Chairman Rick Heumann – In Favor  
Vice Chair David Rose -In Favor  
Commissioner Matt Eberle– In Favor

Commissioner George Kimble – In Favor  
Commissioner Gregg Pekau – 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, June 2, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street.

6. **ADJOURNMENT**

The regular meeting was adjourned at 5:43 p.m.



Rick Heumann, Chairman



Kevin Mayo, Secretary



**City Council Memorandum    Management Services    Memo No. 21-057**

**Date:** June 21, 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:** Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises  
Administratively Approved

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**Attachments**

Special Event Liquor and Extensions of Liquor License Premises

**June 24, 2021**

**Special Event Liquor and Extensions of Liquor License Premises Approvals**

**Special Event Liquor Licenses**

Organization Name: Lights Camera Discover

Applicant: Okema Charles

Event Details: LCD 10 Anniversary Fundraiser, 'Shine Bright Like a Diamond', on Saturday, August 21, 2021, from 6:00 p.m. until 9:00 p.m.

Location: Bella Rose Estate, 1380 S. Price Rd.

**Temporary Extensions of Liquor License Premises**

Business Name: JB Friend International Inc., dba Sushi & Cocktails

Applicant: Datcharat Mungkieatsakul

Extension Purpose: Temporary patio extension for outside dining from June 1, 2021 until July 18, 2021

Location: 1949 W. Ray Rd. #32

**Permanent Extension of Liquor License Premises**

None