City Council Regular Meeting

Thursday, August 26, 2021
6:00 p.m.

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

CHANDLER
arizona
Community of Innovation

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

Our Vision

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

Our Brand

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

Our Goals

City Council Strategic Policy Goals

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

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a REGULAR MEETING open to the public on Thursday, August 26, 2021, at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

Persons with disabilities may request a reasonable modification or communication aids and services by contacting the City Clerk's office at 480-782-2181 (711 via AZRS). Please make requests in advance as it affords the City time to accommodate the request.

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

Regular Meeting Agenda

City Council Strategic Framework Focus Areas: Legend

Economic Vitality | Mobility | Quality of Life

Innovation and Technology | Neighborhoods | General Governance

Call to Order

Roll Call

Invocation - Pastor Bill Kirkpatrick, New Heights Church

Pledge of Allegiance - Girl Scout Troop 3599

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. **August 2021 City Council Meeting Minutes**

   Move City Council approve the Council Meeting minutes of the Work Session of August 9, 2021, Study Session of August 9, 2021, Work Session of August 12, 2021, and Regular Meeting of August 12, 2021.

   Council Focus Area(s):

2. **Professional Services Agreement with Voatz, Inc., for the Mobile Voting Pilot Program**

Move City Council approve the professional services agreement with Voatz, Inc., to conduct a mobile voting pilot program, in an amount not to exceed $50,000.

Council Focus Area(s):

City Manager

3. **Shared Mobility Licensing Program**

Move City Council pass and adopt Resolution No. 5507 approving the Shared Mobility Licensing Program

Council Focus Area(s):

4. **Agreement No. CM8-962-3970, Amendment No. 1, with Lyft, Inc., for the First Mile, Last Mile Program**

Move City Council approve Agreement No. CM8-962-3970, Amendment No. 1, with Lyft, Inc., for the First Mile, Last Mile Program in an amount not to exceed $49,000, for the period of one year, beginning July 21, 2021 through July, 2022.

Council Focus Area(s):

Communications and Public Affairs

5. **Sole Source Purchase of Audio/Video Upgrades to Council Chambers and City Hall Courtyard**

Move City Council approve the sole source purchase of audio/video upgrades to Council Chambers and City Hall Courtyard from Technology Providers, Inc., in the amount of $95,603.

Council Focus Area(s):

Community Services

6. **Purchase of John Deere Utility Tractor**

Move City Council approve the utilization of State of Arizona Contract No. ADSPO18-202498, for the purchase of a John Deere 5075E Utility Tractor, from Deere & Company, in the amount of $51,436.30.

Council Focus Area(s):

7. **Purchase of John Deere Rotary Mower**

Move City Council approve the utilization of State of Arizona Contract No. ADSPO18-202498, for the purchase of a John Deere 1600 Turbo Series Rotary Mower, from Deere & Company, in the amount of $64,987.68.

Council Focus Area(s):

Cultural Development

8. **Resolution No. 5506, Approving a Consent to Assignment and Assumption Agreement between DT Chandler, LLC, and AZ Management & Investments, LLC, for the Cinema Portion of the Overstreet Development in Downtown Chandler, Located at the Southwest Corner of Arizona Avenue and Chandler Boulevard**

Move City Council pass and adopt Resolution No. 5506, approving a consent to Assignment and Assumption Agreement between DT Chandler, LLC, and AZ Management & Investments, LLC, for the Cinema portion of the Overstreet development in downtown Chandler, located at the southwest corner of Arizona Avenue and Chandler Boulevard.

Council Focus Area(s):

9. **Resolution No. 5509, Authorizing the Purchase of the Overstreet Parking Garage located at 150 N. Oregon Street, Pursuant to the Development Agreement and Parking Structure Lease Agreement with DT Chandler, LLC**

Move City Council adopt Resolution No. 5509, authorizing the Purchase of the Overstreet Parking Garage located at 150 N. Oregon Street, pursuant to the Development Agreement and Parking Structure Lease Agreement with DT Chandler, LLC, and authorizing City Manager or Designee to execute all agreements and other documents necessary to complete the purchase.

Council Focus Area(s):

Development Services

10. **Final Adoption of Ordinance No. 4978, PLH21-0015 Old Stone Ranch Phase 4 Rezoning**

Move City Council adopt Ordinance No. 4978, approving PLH21-0015 Old Stone Ranch Phase 4, Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for Single-family Residential located west of the northwest corner of Chandler Heights and Lindsay roads, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

11. **Final Adoption of Ordinance No. 4980, PLH20-0059 Price & Queen Creek Campus Rezoning**

Move City Council adopt Ordinance No. 4980, approving PLH20-0059 Price & Queen Creek Campus, Rezoning from AG-1 to PAD for office, manufacturing, and ancillary commercial uses with a Mid-Rise Overlay for building heights up to 150 feet located at the northeast corner of Price and Queen Creek roads subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

12. **Introduction and Tentative Adoption of Ordinance No. 4981, PLH21-0018 Mission Center LLC**

Move City Council introduce and tentatively adopt Ordinance No. 4981 approving PLH21-0018 Mission Center LLC, rezoning from Planned Industrial District (I-1) to Planned Industrial District/Planned Area Development (I-1/PAD) for light industrial uses and limited commercial uses, located at 3350 N. Arizona Avenue, approximately one quarter of a mile north of the northwest corner of Elliot Road and Arizona Avenue, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

13. **Introduction and Tentative Adoption of Ordinance No. 4982, PLH20-0003/PLT20-0005 Arbor Square Rezoning**

Move City Council introduce and tentatively adopt Ordinance No.4982, approving PLH20-0003 Arbor Square Rezoning from Planned Area Development (PAD) for single-family residential to PAD Amended for single-family residential for a single-family neighborhood located 1/2 mile east and 1/5 mile north of the intersection of Warner and Alma School roads subject to the conditions as recommended by Planning and Zoning Commission

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH20-0003 Arbor Square for subdivision layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT20-0005 Arbor Square subject to the condition recommended by Planning and Zoning Commission.

Council Focus Area(s):

14. **Continuance of Introduction and Tentative Adoption of Ordinance No. 4984, PLH21-0023/PLH21-0005/PLT21-0004 The Village at Hamilton Park**

Move City Council continue Ordinance No. 4984, PLH21-0023/PLH21-0005/PLT21-0004 The Village at Hamilton Park, located at the Southwest corner of Willis and McQueen Roads, to the September 23, 2021, City Council Meeting, as recommended by Planning and Zoning Commission.

Council Focus Area(s):

15. **Use Permit, PLH21-0053 d'Vine Gourmet**

Move City Council approve Use Permit, PLH21-0053 d'Vine Gourmet, for a Series 7 Beer and Wine Bar License to allow the sale of beer and wine for on-site tasting and off-site consumption, located at 72 S San Marcos Place, approximately one quarter of a mile south of Chandler Boulevard on the west side of Arizona Avenue, subject to the conditions recommended by Planning and Zoning Commission.

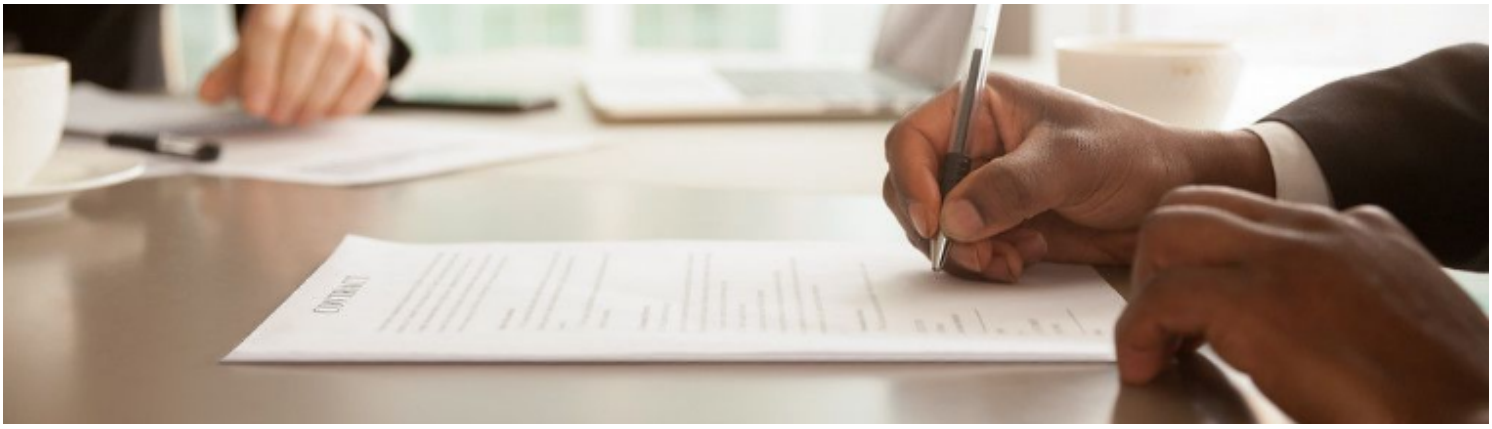
Council Focus Area(s):

Fire Department

16. **Agreement No. FD7-200-3793, Amendment No. 4, for Fire Uniforms**

Move City Council approve Agreement No. FD7-200-3793, Amendment No. 4, with Municipal Emergency Services, Inc., for fire uniforms, in an amount not to exceed $175,000, for the period of September 15, 2021, through September 14, 2022.

Council Focus Area(s):



Management Services

17. **Resolution No. 5456, Authorizing the Issuance and Sale of Not To Exceed $150,000,000 in Excise Tax Revenue Refunding Obligations, Taxable Series 2021**

Move City Council pass and adopt Resolution No. 5456, prepared by the City's bond counsel firm of Gust Rosenfeld, P.L.C, authorizing the issuance and sale of not to exceed $150,000,000 in Excise Tax Revenue Refunding Obligations, Taxable Series 2021.

Council Focus Area(s):

18. **Resolution No. 5457, Authorizing the Issuance and Sale of Not to Exceed $75,000,000 in General Obligation (GO) Refunding Bonds, Taxable Series 2021**

Move City Council pass and adopt Resolution No. 5457, prepared by City's bond counsel firm of Gust Rosenfeld, P.L.C., authorizing the issuance and sale of not to exceed $75,000,000 in GO Refunding Bonds, Taxable Series 2021.

Council Focus Area(s):

19. **Resolution No. 5510, Authorizing and Providing for the Issuance and Sale of Not to Exceed $34,000,000 in General Obligation (GO) Bonds, Series 2021**

Move City Council pass and adopt Resolution No. 5510, authorizing and providing for the issuance and sale of not to exceed $34,000,000 in General Obligation (GO) Bonds, Series 2021, and authorizing the Management Services Director to determine whether it is in the City's best interest to sell the GO Bonds in a competitive bid or through a negotiated sale.

Council Focus Area(s):

20. **Agreement No. WH2-914-4361, with Consolidated Electrical Distributors, Inc., DBA Arizona Electric Supply, for Electrical Supplies**

Move City Council approve Agreement No. WH2-914-4361, with Consolidated Electrical Distributors, Inc., DBA Arizona Electric Supply, for electrical supplies, in an amount not to exceed $400,000, for the period of September 1, 2021, through August 31, 2022.

Council Focus Area(s):

21. **New License Series 12, Restaurant Liquor License Application for Calitacos Restaurant 2, LLC, DBA Calitacos**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 152939, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, Calitacos Restaurant 2, LLC, DBA Calitacos, located at 225 W. Warner Road, Suite 1-2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301414.

Council Focus Area(s):

22. **License Series 12, Restaurant Liquor License Application for Martys BBQ, LLC, DBA Twisted Cactus Brew & BBQ**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 154808, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Martys BBQ, LLC, DBA Twisted Cactus Brew & BBQ, located at 4080 W. Ray Road, Suite 26, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301307.

Council Focus Area(s):

23. **License Series 10, Beer and Wine Store Liquor License Application for Chandler Gas & Store, LLC, DBA Arco AM/PM**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 154806, a Series 10, Beer and Wine Store Liquor License, for Amy S. Nations, Agent, Chandler Gas & Store, LLC, DBA Arco AM/PM, located at 1735 S. Cooper Road, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 301383.

Council Focus Area(s):

24. **Liquor License Series 7, Beer and Wine Bar Liquor License Application for D'Vine Gourmet**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 154880, a Series 7, Beer and Wine Bar Liquor License, for Denise Kathleen McCreery, Agent, D'Vine Gourmet, located at 72 S. San Marcos Place, and approval of the City of Chandler, Series 7, Beer and Wine Bar Liquor License No. 301356.

Council Focus Area(s):

Police Department

25. **Maricopa County Detention Services for Fiscal Year (FY) 2021-2022**

Move City Council approve the use of Maricopa County detention services, for the booking and housing of inmates, in an aggregate amount not to exceed $1,477,573, for one year, July 1, 2021 through June 30, 2022.

Council Focus Area(s):

26. **Agreement PD2-680-4356, Police Duty Gear**

Move City Council approve Agreement No. PD2-680-4356, with 030530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for police duty gear, in an amount not to exceed $80,000, for the period of August 31, 2021, through August 30, 2022.

Council Focus Area(s):

Public Works and Utilities

27. **Final Adoption of Ordinance No. 4979, Repealing Ordinance No. 4964 (Authorizing the Sale of a Parcel of City-Owned Land at the Southwest Corner of McQueen Road and Pecos Road to WNDG, LLC, an Arizona Limited Liability Corporation) and Authorizing the Sale of a Parcel of City-Owned Land at the Southwest Corner of McQueen Road and Pecos Road to Copperstate West, Inc., for the Sum of $500.00**

Move City Council approve final adoption of Ordinance No. 4979, repealing Ordinance 4964 (authorizing the sale of a parcel of City-Owned land at the southwest corner of McQueen Road and Pecos Road to WNDG, LLC, an Arizona limited liability company) and authorizing the sale of a parcel of land at the southwest corner of McQueen Road and Pecos Road to Copperstate West, Inc. for the sum of $500.

Council Focus Area(s):

28. **Introduction of Ordinance No. 4976, Correcting the Legal Description for a Non-Exclusive Power Distribution Easement Granted to Salt River Project to Accommodate the Development of Lantana Ranch Park at McQueen Road and Appleby Road**

Move City Council introduce and tentatively adopt Ordinance No. 4976, correcting the legal description for a non-exclusive power distribution easement granted to Salt River Project to accommodate the development of Lantana Ranch Park at McQueen Road and Appleby Road.

Council Focus Area(s):

29. **Resolution No. 5472, Approving an Intergovernmental Agreement Between the City of Chandler and Maricopa County, Acting Through the Maricopa County Department of Transportation, Regarding Cost Sharing for Improvements to Lindsay Road from Via De Palmas to Riggs Road**

Move City Council pass and adopt Resolution No. 5472, approving an Intergovernmental Agreement between the City of Chandler and Maricopa County, acting through the Maricopa County Department of Transportation, regarding cost sharing for improvements to Lindsay Road from Via De Palmas to Riggs Road in the amount of $1,301,229.

Council Focus Area(s):

30. **Resolution No. 5486, Approving an Amended and Restated Water Transportation Agreement Between Salt River Valley Water Users' Association and the City of Chandler**

Move City Council pass and adopt Resolution No. 5486, approving an amended and restated Water Transportation Agreement between Salt River Valley Water Users' Association and the City of Chandler.

Council Focus Area(s):

31. **Agreement No. PW0-745-4122, Amendment No. 2, with The Fishel Construction Company, for Concrete Repair Maintenance Services**

Move City Council approve Agreement No. PW0-745-4122, Amendment No. 2, with The Fishel Construction Company, for concrete repair maintenance services, in an amount not to exceed $800,000, adding funds to the existing term, January 1, 2021, through December 31, 2021.

Council Focus Area(s):

32. **Agreement No. PW2-936-4357, with Capital Pump and Equipment, LLC; Foster Electric Motor Service, Inc.; Hennesy Mechanical Sales, LLC; James, Cooke & Hobson, Inc.; Keller Electrical Industries, LLC; KP Ventures Well Drilling & Pump Co, LLC; Layne Christensen Company; Phoenix Pumps, Inc.; Pumpman Phoenix/Scott's AZ Electric Motor Repair; Southwest Waterworks Contractors PM, LLC, dba Pumpman Waterworks; TW Associates, Inc.; and Weber Water Resources, LLC, for Water and Wastewater Equipment Maintenance and Repair Services**

Move City Council approve Agreement No. PW2-936-4357, with Capital Pump and Equipment, LLC; Foster Electric Motor Service, Inc.; Hennesy Mechanical Sales, LLC; James, Cooke & Hobson, Inc.; Keller Electrical Industries, LLC; KP Ventures Well Drilling & Pump Co, LLC; Layne Christensen Company; Phoenix Pumps, Inc.; Pumpman Phoenix/Scott's AZ Electric Motor Repair; Southwest Waterworks Contractors PM, LLC, dba Pumpman Waterworks; TW Associates, Inc.; and Weber Water Resources, LLC, for water and wastewater equipment maintenance and repair services, in a combined amount not to exceed $6,640,000, for a two-year period, September 1, 2021, through August 31, 2023, with the option of up to two additional two-year extensions.

Council Focus Area(s):

33. **Agreement No. PW2-962-4328 with Ancon Services, Inc., and Simon Family Enterprise, Inc., for Sewer Line Cleaning and Debris Removal**

Move City Council approve Agreement No. PW2-962-4328 with Ancon Services, Inc., and Simon Family Enterprise, Inc., for sewer line cleaning and debris removal, in a combined amount not to exceed $998,000, for a two-year period, September 1, 2021, through August 31, 2023, with the option of up to two additional two-year extensions.

Council Focus Area(s):

34. **Agreement No. WW0-885-4192, Amendment No. 1, with Carbon Activated Corporation, for Activated Carbon**

Move City Council approve Agreement No. WW0-885-4192, Amendment No. 1, with Carbon Activated Corporation, for activated carbon, in an amount not to exceed $300,000, for a one-year period, October 1, 2021, through September 30, 2022.

Council Focus Area(s):

35. **Purchase of Refrigerated Liquid Carbon Dioxide**

Move City Council approve the purchase of refrigerated liquid carbon dioxide, from Reliant Gases, Ltd., utilizing City of Glendale Contract No. C20-0792, in an amount not to exceed $234,000, and authorize the City Manager or designee to sign a linking agreement with Reliant Gases, Ltd.

Council Focus Area(s):

36. **Sole Source Purchase of Analytical Equipment, Parts, and Services**

Move City Council approve the sole source purchase of analytical equipment, parts, and services from Rosemount Analytical, Inc., in an amount not to exceed $195,000.

Council Focus Area(s):

37. **Sole Source Purchase of Chemicals**

Move City Council approve the sole source purchase of chemicals, from SUEZ Water Technologies & Solutions, Inc., in an amount not to exceed $160,000.

Council Focus Area(s):

38. **Sole Source Purchase of Supervisory Control and Data Acquisition (SCADA) System Upgrades**

Move City Council approve the sole source purchase of SCADA system upgrades from WonderWare West, in the amount of $85,478.

Council Focus Area(s):

39. **Professional Services Agreement No. PD1901.271, Amendment No. 1, with Arrington Watkins Architects, LLC, for Police Station Main Lobby and Records Room Renovation**

Move City Council award Post Design Services Contract No. PD1901.271, Amendment No. 1, to Arrington Watkins Architects, LLC, for Police Station Main Lobby and Records Room Renovation, in the amount of $12,000, for a revised contract amount not to exceed of $41,530.

Council Focus Area(s):

40. **Professional Services Agreement No. WA2102.101, with Entellus, Inc., for the Germann Road Waterline Corridor Study Design Services**

Move City Council award Professional Services Agreement No. WA2102.101 to Entellus, Inc., for the Germann Road Waterline Corridor Study Design Services, in an amount not to exceed $442,400.

Council Focus Area(s):

41. **Professional Services Agreement No. WW1901.105, with Rider Levett Bucknall, Ltd., for the Reclaimed Water Interconnect Facility Cost Estimating Services**

Move City Council award Professional Services Agreement No. WW1901.105, to Rider Levett Bucknall, Ltd., for the Reclaimed Water Interconnect Facility Cost Estimating Services, in an amount not to exceed $58,751.12.

Council Focus Area(s):

Public Hearing

42. **Public Hearing, Results of Biennial Impact Fee Audit**
    1. Open Public Hearing
    2. Staff Presentation
    3. Council Discussion
    4. Discussion from the Audience
    5. Close Public Hearing

    Council Focus Area(s):

Informational

43. **Study Session & Regular Minutes of July 21, 2021, Planning and Zoning Commission**

    Council Focus Area(s):

Unscheduled Public Appearances

Current Events

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

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

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

Date:	August 26, 2021
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	August 2021 City Council Meeting Minutes

Proposed Motion:

Move City Council approve the Council Meeting minutes of the Work Session of August 9, 2021, Study Session of August 9, 2021, Work Session of August 12, 2021, and Regular Meeting of August 12, 2021.

Attachments

August 9, 2021 Work Session Minutes
August 9, 2021 Study Session Minutes
August 12, 2021 Work Session Minutes
August 12, 2021 Regular Meeting Minutes

Meeting Minutes
City Council Work Session

August 9, 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 Orlando

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

Staff in Attendance
Matt Burdick, Communications and Public Affairs Director
Derek Horn, Development Services Director
Kevin Mayo, Planning Administrator
David De La Torre, Planning Manager
Micah Miranda, Economic Development Director
Steven Turner, Acting Airport Manager
Thomas Allen, Assistant City Attorney
Lauren Schumann, Senior City Planner
Leslie Dornfeld, Plan*et Communities
Danny Court, Elliot D. Pollack and Company

Discussion
1. Presentation and discussion regarding the Chandler Airpark Area Plan Update.

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

JOSHUA WRIGHT, Acting City Manager, said the last time this was discussed was March 2020 and the last update to the Airpark Area Plan was 1998.

DEREK HORN, Development Services Director, presented the following presentation.

- Chandler Airpark Area Plan Update

LAUREN SCHUMANN, Senior City Planner, continued the presentation.

- Work To Date
    - City Council Input
        - August 15, 2019, City Council and Planning and Zoning Commission Joint Meeting
        - 2019 Budget Package
        - March 23, 2020, Agreement with PLAN*et Communities
        - March 26, 2020, City Council Work Session
- Summary of the Update
    - Evaluated Available Land
    - Refined Proposed Land Uses
    - Provided Design Standards to Ensure Quality Architecture
    - Reduced the Boundaries
    - Updated the Airport Conflicts Evaluation
    - Chandler Airpark Area: Draft Land Use Map

LESLIE DORNFELD, PLAN*ET COMMUNITIES, continued the presentation.

- Presentation Outline
    - Work To Date
    - What We Know About the Airpark Area Market
        - Growth and Targeted Industries
        - Lining Growth to Design
    - What We learned from Citizen Engagement
        - Focus Group
        - October 2020 Community Survey
    - Bringing It All Together: Draft Airpark Area Plan Concept
    - Design: Building Typologies
    - Next Steps
- Existing Plans
    - 1984 Chandler Airpark Area Master Plan
    - 1998 Chandler Airpark Area Plan
    - 2016 Chandler General Plan
    - Chandler Municipal Airport Master Plan
    - 2020 Chandler Airpark Area Plan
    - 2021 Chandler Transportation Plan
    - Chandler Water, Wastewater, Reclaimed Water Master Plan Update
    - 2021-2023 Chandler Strategic Framework

- Chandler Economic Development Strategic Plan
- Work To Date
    - Ongoing Public Engagement
        - Project Kick-Off
        - Focus Group
            - Listen
                - Community Survey
                - Discussion Groups
        - Develop Scenarios
        - Draft Scenario
        - Draft Final Scenario
        - City Council Adoption

DANNY COURT, Elliot D. Pollack and Company, continued the presentation.

- Market
    - Current employment
    - Future growth opportunities
    - Targeted sectors
    - Available sites
- Commercial Inventory
- Chandler Airpark Employment By Industry

COUNCILMEMBER HARRIS asked if this is what they currently have.

MR. COURT said yes.

COUNCILMEMBER HARRIS asked what was identified as education at the airpark.

MR. COURT said that could be in there and he could get more detailed information. These clusters are defined by Maricopa Association of Governments. This could be the Chandler Unified School District Bus Barn or flight schools.

COUNCILMEMBER HARRIS asked about fuel service.

MR. COURT said that was likely part of a larger category.

MR. COURT continued the presentation.

- Commercial Demand Forecast
    - Population & Job Growth 2018-2055
        - City of Chandler
        - Source: MAG 2019
    - Chandler – 63,800 new jobs by 2055
    - Population & Job Growth 2018-2055

        - Chandler Airpark Area
        - Source: MAG 2019
    - Chandler Airpark – 12,600 new jobs by 2055 (20% capture rate)
- Commercial Projects: 2.5+mm SF Proposed
- Target Industries
    - Strategy focused on businesses in target industries/technologies.
    - Look for fit with local industry clusters, growth potential, high wage jobs.
    - Automotive Technology
    - Aviation & Aerospace
    - Advanced Business Svcs.
    - Healthcare
    - High-Tech Manufacturing
    - IT and Software
- Commercial Demand Forecast
    - Forecasted Employment Land Demand 2020-2055 Chandler Airpark

COUNCILMEMBER LOPEZ asked about retail and hospitality and if that included a hotel.

MR. COURT said that is what they are saying. There is a little bit of retail land on the corners, but this is mostly for hospitality.

COUNCILMEMBER ORLANDO asked if there are additional clusters that are looked at.

MR. COURT said there is enough generality here that it will work. It is broad enough and their job was to determine if there was enough land for that type of user.

COUNCILMEMBER ORLANDO asked if these were broad enough to encompass any new companies or emerging technologies.

MR. COURT said it is broad enough and the area plan is flexible to accommodate any emerging industry and long as it is conducive to be a neighbor to the Airport.

MS. DORNFELD said when they met with the Airport Commission, they discussed the future focused aerospace industries such as drones and deliveries and mechanized uses. Ms. Dornfeld said there is a lot of industry out there especially with the military and make way for new gen businesses.

COUNCILMEMBER ORLANDO said this was segmentized and asked if it was flexible enough if there was a large use to come in.

MS. DORNFELD said if there was a huge distribution use, the design guidelines might conflict with that.

MR. COURT said it would be site specific if there is enough land.

COUNCILMEMBER LOPEZ said this looks similar to what they have at Price Road and asked if they are trying to drive a difference between this and Price Road or if they are trying to make it the same.

MS. DORNFELD said this is a different character area and once they discuss the land use descriptions, they will see that. Ms. Dornfeld said they recognize the importance of this for Chandler and Price Road is also very important but there needs to be a difference between them. This is less oriented towards the higher end tech than Price Road.

MR. COURT said Price Road is geared towards corporate campuses which could be accommodated in the Airpark Area, but it is not the entire character of the area. Mr. Court said west of the airport is more manufacturing and flex industrial.

MAYOR HARTKE said he has discussed this with the Economic Development Director to see if biotech is viable or the possibility to have a medical area in west Chandler. Mayor Hartke said they had some shots of doing those things that further defined the area but that did not work out. Mayor Hartke said now the focus is on their tried and true where they have the best shot of attracting similar things.

MR. COURT said that was a good statement and there is demand and a lot of people looking at the area and provide a higher value use such as manufacturing or high-tech industries.

VICE MAYOR STEWART asked if they worked with the City's economic development staff when putting this plan together.

MR. COURT said yes.

COUNCILMEMBER HARRIS said it would be great to see better restaurants in Chandler. Councilmember Harris said in that area they can build out and put good restaurants. They do not have enough high value target restaurants and it would be great to have some five-star restaurants.

MR. COURT said this is not a build out figure, they are using a public forecast and Council can plan past this horizon and continue to develop.

MS. DORNFELD continued the presentation.

- Development Typologies For Plan and Market Trends
    - Linking Growth to Design
        - Single-Tenant Flex
            - Automotive Technology
            - Aviation and Aerospace
            - High-Tech Manufacturing
        - Business Park
            - Advanced Business Services
            - Healthcare

            - IT and Software
        - Tech/Back office complex
            - Advanced Business Services
            - Healthcare
            - IT and Software
        - Multi-Tenant Flex
            - Aviation and Aerospace
            - Advanced Business Services
            - High-Tech Manufacturing
        - Amenitized Creative Campus
            - Advanced Business Services
            - Healthcare
            - IT and Software
- Chandler Airpark Area Plan
    - Community Engagement
        - The Airpark Area and greater Chandler community was engaged through on-line activities and meetings including:
            - Focus Groups and one-one one meetings with area stakeholders
            - An online community survey
            - A project website
            - A community meeting
            - Presentations to the City of Chandler Planning and Zoning Commission
            - Presentations to the City of Chandler City Council
    - Planning Process
        - Fall/Winter 2020
            - Learn
                - Review
                    - 1998 Airpark Area Plan
                    - General Plan
                    - Strategic Plan
                - Listen
                    - Focus Groups Community
                    - Survey
                    - Website
        - Winter/Spring 2021
            - Analyze and Understand
                - Economics Transportation
                - Land Use
                - Building Types Design Precedents
            - Review and Comment
                - City of Chandler Departments
                - Airpark Area Community
                - Airport Commission

        - Planning and Zoning Commission
        - City Council
    - Spring/Summer 2021
        - Plan
            - Draft Plan
            - Catalytic Site Identification
            - Draft, Design Prototypes
            - Draft Design Guidelines
    - Summer/Fall 2021
        - Refine
            - Revised Plan
            - Final Design Prototypes
            - Revised Design Guidelines
        - Action
            - Planning and Zoning Commission
            - City Council
- Focused Discussion Groups
    - Held on 9/22/2020 Airport Commission on separate date
    - 13 participates and Airport Commission
    - Focused Discussion Stakeholders
        - Small Businesses
        - Larger Businesses
        - Transportation Users
        - Special Interest Groups
        - Airport Commission
- Focused Discussion Groups Summary
    - Landowners
        - Allow more flexibility in site design guidelines. Height clearance for larger builds above the 45' height requirements. Allowing 36' screening from line-of-sight at the street view rather than parapet to parapet to meet tenant's growing demand needs.
        - Demand for multi-tenant industrial is growing. If Chandler does not allow flexibility to streamline the process or adds costly guidelines, they may price themselves out of the employers they want.
        - Chandler has good access and quality amenities with top-notch housing & workforce. The City has done a good job in foresight of transportation planning & workforce housing.
    - Interest and Advocacy
        - The current development review process is difficult and costly. Design expectations should be formalized and less arbitrary.
        - Some design requirements do not work for the types of employers that are seeking to locate in this area. Height limits in particular & some requests for unique facades.
    - Brokers

        - Market demand for manufacturing and R&D in addition to size available is attractive and should be supported in the area. Sites that allow this in other jurisdictions are facing little vacancy and immediate leasing.
        - Plan should allow for flexibility to adapt to market demands and allow council standing to accommodate development stakeholders and not just residential uses and mom-and-pop type employment.
        - Building design guidelines must be balanced as they can limit types of users in the area, add costs, or help address resident concerns through screening fencing and landscaping.
        - Chandler is competing with cities like Mesa for available industrial space & needs to set expectations and integrate flexibility to allow job creation with the limited area. Traffic will occur unless development is halted and employment generators will be lost. Few appropriately sized sites remain that accommodate those uses.
    - Transportation
        - Pedestrian Improvements could benefit the Airpark Area. Improvements making it easier for employees and residents to access bus service could benefit the area. Also linking to the Paseo path is important.
        - Enhanced business access to Loop 202 could be considered. There is potential to consider enhancing access to the Loop 202 via a slip ramp.
        - Traffic will increase & roadways will not be widened. Consider encouraging development to include features that encourage a variety of transit modes
    - Small and Med. Employers
        - Avoid high-rises that would contribute to office congestion, and limit to 2- story office class-A type buildings-- a reason for moving to Chandler was to avoid traffic and keep classy quality.
        - Invested for the long-run, want to maintain family friendly feel of Gilbert and Chandler clientele and community. Feels safe and working environment is close to work and home.
    - Airport Commission
        - The Airpark Area should be home to aviation related businesses In particular aviation technology and aviation related technology that brings high wage jobs with high value multipliers.
        - The Airpark itself needs a marking plan (separate from this plan).
        - New development and design needs to be "pilot" and safety centered. Care should be taken to insure new development does not hinder the attractiveness or safety of airport operations.
- Community Survey (138 responses)
    - Airpark Area Attributes;
        - Great Freeway access
        - Shopping
        - Parks
        - Great place to live and work because of access, neighborhoods, growth, and parks and trails.

    - Airpark Area Planning Considerations
        - Addressing noise & traffic as new development occurs is a priority
        - Safety & adding employment and shopping and dining is also important to residents
- Community Meeting
    - 4-29-2021
    - Online
    - No concerns raised
    - General agreement
    - Recognition of traffic issues
- Project Website
    - Chandler Airpark Area Plan Update
- Areas of Opportunity Total Vacant Land
    - Total Vacant Land
    - Undeveloped Land (991 Acres)
    - CAAP Total Land (3,051 Acres)
    - 32% Undeveloped
- Areas of Opportunity Remaining Uncommitted
    - Uncommitted Vacant Land
    - Available Land (470 Acres)
    - Unavailable Land (521 Acres)
    - CAAP Total Land (3,051 Acres)
    - 15% Influence Parcels

COUNCILMEMBER HARRIS asked if the non-land use considering if there is a better terminal built.

MAYOR HARTKE said that is inside the fence and this is for outside the fence.

MS. DORNFELD said during the development of this plan the Airport Plan was completed.

MS. DORNFELD continued the presentation.
- Chandler Airpark Area: Draft Land Use Map
- Chandler Airpark Area Plan
    - On-line
    - Interactive
    - Easily Updated
- Chandler Airpark Area Plan Land Use Policies
    - Airpark Area Land Use Element
        - The Airpark Area Land Use Plan map identifies six types of land use districts appropriate to the Airpark Area:
            - Residential District
            - Innovation District
            - Commercial-Office District
            - Industrial District

        - Civic District
        - Park District
- Chandler Airpark Area Plan Land Use Policies
    - Innovation District Policies
        - Innovation District land uses may not be amended to any other land use except as noted below:
            - Innovation District land uses may be amended to permit Commercial-Office development along S. Gilbert Road and Arizona Avenue and E. Germann Road west of S. McQueen Road.
            - Innovation District and land uses may be amended to industrial District south of E. Germann Road west of S. McQueen Road.
            - Prohibit the development of any residential uses (including live-work) within the Innovation District.
- Chandler Airpark Area Plan Land Use Policies
    - Innovation District Goals and Strategies
    - Goal 2: Encourage high quality development attractive to innovation economic sectors such as high-technology, aviation high-technology, research and development, and health care.
    - Strategy 2a: Support City activities to promote Airpark Area Innovation-designated land as Chandler's prime location for aviation-related technology, research and development, and mixed use.
- Chandler Airpark Area Plan Transportation Policies
    - Transportation Element
        - Commerce Routes
    - Goal 10: Provide safe and efficient roadway facilities for the movement of freight to promote commerce in the Airpark Area.
    - Strategy 10a: encourage freight vehicles to utilize the designated commerce routes (see the Commerce Routes map) through roadway design elements, signage, and outreach to the business community.
    - Strategy 10b: If freight vehicles frequently use routes other than designated commerce routes, develop a City ordinance requiring freight vehicles to use the designated commerce routes where feasible.
- Chandler Airpark Area Plan Transportation Policies
    - Transportation Element
        - Bicycle & Pedestrian Facilities
    - Goal 12: Provide safe and efficient bicycle and pedestrian facilities to promote non-vehicular travel.
    - Strategy 12a: Install and maintain landscaping along designated landscape corridors and trails to provide shade and an improved aesthetic experience.
    - Strategy 12b: Provide enhanced bicycle & pedestrian crossings & amenities at designated gateways (see the Landscape Corridors & Gateways Map).
    - Strategy 12c: Develop a shared-use path/trail
- Chandler Airpark Area Plan Design Guidelines Example Sites
    - Example Site Plan

        - Buildings organized around outdoor communal spaces
        - Loading areas placed behind the building
        - On-site renewable energy generation contributes to sustainable building practices
        - Landscape buffer reduces visual impact of parking field
        - Clear and efficient site access and circulation
        - Buildings relate to each other in campus-like setting
    - Large Multi-Tenant Flex
    - Business Park
    - Creative Office

COUNCILMEMBER ORLANDO asked if those buildings could be taller in height.

KEVIN MAYO, Planning Administrator, said the further away from the runway the taller it could go, and it would go through a process governed by the FAA.

MS. DORNFELD continued the presentation.

- Chandler Airpark Area Plan Design Guidelines Example Sites
    - Design Example Site 1: Innovation district
        - View 1
    - Building corners and primary entrances are accentuated through distinctive or strong massing
    - Landscaping at entries
    - Rich, coordinated pallete of planting materials
    - Building's frame outdoor spaces for employees
    - Light colored materials reduce heat absorption
- Chandler Airpark Area Plan Design Guidelines Example Sites
    - View 3
    - Solar panels shade parking lots
    - Canopies at Key building corners provide architectural interest and shade
    - Changes in wall planes and material create shadow and articulation
    - Readily identifiable building entrances
    - Pedestrian connection between sidewalks and outdoor space
- Chandler Airpark Area Plan Design Guidelines Example Sites
    - View 4
    - Building façade broken down by smaller components and relief elements
    - Colors can be used as an accent within the overall building color scheme
    - Rooflines are varied by incorporating pitched elements
    - Solar array on rooftop contribute to sustainable building practices
    - Architecturally integrated careening of service areas

COUNCILMEMBER ROE said he saw a good plan and asked how if this is integrated into the advantage of having an airport.

MS. DORNFELD said the innovation zone is really a creative space and the tech companies could go and come up with the next invention. This is designed to cater to the Airport. Ms. Dornfeld said Hamilton is more of traditional types of commercial purposes and the retail reflects what is going to be retail shopping space. The economic department would work to find companies and find spaces the innovation industry wants to be in.

MR. WRIGHT said Council just completed an Airport Master Plan a few months ago and these are complimentary land uses. This provides a variety of land uses and creates a comprehensive area that works with the airport.

MR. MAYO continued the presentation.

- Airport Conflicts Evaluation
    - Airport Commission reviews proposed land changes for conflicts with the current and future operations of the airport
    - If a conflict exists, a statement indicating the issue and recommended corrective action on how to mitigate such conflict
- Airport Conflicts Evaluation
    - Current Evaluation
        - CAAP Area Plan Amendments
        - Rezoning
    - Proposed Evaluation
        - CAAP Area Plan Amendments
        - Rezoning
        - Preliminary Development Plan
- Airport Conflicts Evaluation Proposed
    - Area Plan Amendments & Rezoning's Degree of Severity (1to3)
        - 1- No conflict
        - 2- Potential Conflict
        - 3- High degree of incompatible land use
    - Preliminary Development Plan
        - Building Height/Proximity
        - Material Used
        - Any other features affecting airport operations
- Next Steps
    - August 9th City Council Work Session Gather Input
    - Finalize Design Guidelines
    - September 8, 2021, Airport Commission
    - September 15, 2021, Planning and Zoning Commission
    - October 14, 2021, City Council

COUNCILMEMBER ROE asked about the property north of Queen Creek and asked if there was a plan to try and develop that area.

MR. MAYO said the land is almost entirely owned by one person. The Transportation Master Plan starts to define what the boundary is and there are three front doors to the property. The design guidelines will help drive what does not happen on there. The innovation district would start to define the area as well. Mr. Mayo said they use policy goals, verbal descriptions, and graphic imagery to see what it would look like. Mr. Mayo said he was excited to see what would happen on the site.

COUNCILMEMBER ROE asked if the owner was engaged to see what they are planning on doing.

MR. MAYO said staff has reached out and the property owners want to hear from the City what they can do with the land for them to market it. This plan provides the clarity to the community.

COUNCILMEMBER LOPEZ thanked staff for their work and liked using innovative technology and providing a plan to the public that can be used. Councilmember Lopez said he liked the innovation zoning and trying to get those businesses into the airpark.

COUNCILMEMBER ELLIS appreciated staff bringing this plan and said this was a great moment for Chandler to define how they would move forward. Councilmember Ellis thanked the residents for their input and the consultants time working on this plan. Councilmember Ellis said now there would be no more guessing and would truly be used for the betterment of those living in the area.

COUNCILMEMBER ORLANDO asked about the transportation elements and if that is being worked on now.

MR. WRIGHT said the map tells that story and it is important the heavy use areas of transportation. Mr. Wright said the Cooper Road connector project to Gilbert Road is a major project that would go in November to the voters for bond funding. Mr. Wright said Hamilton is under construction now as an outlet for bus traffic.

COUNCILMEMBER ORLANDO asked would the potential infrastructure bill, that may be passed, if there were elements that could be used for these projects.

MR. WRIGHT said yes, staff would review already planned projects and look for ways to improve connections to the north. Mr. Wright said there are economic benefits of having better connections and there may be uses in regards to Prop 400.

COUNCILMEMBER ORLANDO asked about the Cooper project.

MR. WRIGHT said that is something they could look for federal grants available.

MAYOR HARTKE said they are looking at the extension of Prop 400 being a 25-year endeavor. Mayor Hartke said the cities have fought for flexibility because they do not know what the needs are going to be a few years from now. If this becomes a priority, there is available to flex the dollars coming from Prop 400. Mayor Hartke said there is still uncertainty from federal funds.

COUNCILMEMBER HARRIS said he has learned a lot being part of the Airport Commission. Councilmember Harris said Council sat down and talked about the airport becoming the economic hub it could be. This shows commitment to the area as people believe it can be more than it currently is. This is something the City can be proud of as they continue to build on. The Airport Commission is very proud of this plan, and this would send life and excitement to the area. Chandler could look forward to being in a stronger position.

VICE MAYOR STEWART said this is a very clear plan for Council and staff to be able to talk to developers about what is wanted. Vice Mayor Stewart said he is excited to see the vision and what would happen in the future.

MAYOR HARTKE said he was happy to see the fire wall against the residential area. Mayor Hartke said he liked the flexibility that would accommodate different industries and holds the Council's wishes to go after employment and this is one of their last employment areas to be developed. Mayor Hartke said this could take the airport to more than just a hobbyist airport and this would help with that plan. Mayor Hartke thanked staff for their work.

Adjourn

The meeting was adjourned at 5:14 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: August 26, 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 9th day of August 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of August, 2021.

_____
City Clerk

Meeting Minutes
City Council Study Session

August 9, 2021 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

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

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

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

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

1. Service Recognitions
Traci Conaway – 15 Years, Public Works and Utilities
Artemus (Nate) Meyers - 10 Years, Cultural Development
Vickie Ellexson - 10 Years, Neighborhood Resources
Jacalyn Brooks Meyers - 25 Years, Neighborhood Resources
David Mackay – 15 Years, Community Services

Consent Agenda and Discussion
Airport
1. Resolution No. 5505, accept Federal American Rescue Plan Act Grant for Airport Operating Purposes
   Move City Council pass and adopt Resolution No. 5505 authorizing a grant agreement with the Federal Aviation Administration to accept an American Rescue Plan Act (ARPA) grant not to

exceed $59,000 for airport operating purposes; and authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to affect the agreement.

City Clerk

2. July 2021 City Council Meeting Minutes
   Move City Council approve the Council Meeting minutes of the Regular Meeting of July 12, 2021, Study Session of July 12, 2021, Special Meeting of July 15, 2021, Regular Meeting of July 15, 2021, and Special Meeting of July 20, 2021.

3. Board and Commission Appointment
   Move City Council approve the Board and Commission appointment as recommended.

City Manager

4. League of Arizona Cities and Towns Annual Dues
   Move City Council authorize the payment of FY 2021-2022 membership dues to the League of Arizona Cities and Towns in the amount of $100,800.

Community Services

5. Resolution No. 5500 adopting the Parks Strategic Master Plan 2021
   Move City Council approve Resolution No. 5500 adopting the Parks Strategic Master Plan 2021.

COUNCILMEMBER ORLANDO said that a lot of work had gone into this plan and there were questions from residents regarding facilities in northern Chandler and asked for staff to clarify.

ANDY BASS, Community Services Director, said this has been a year and a half process and there have been many public meetings. Mr. Bass said staff heard the desire from residents to have a park in north Chandler. Mr. Bass said one of staff's priority recommendations is to explore options to meet the needs of north Chandler and other parts of the City has needed. Mr. Bass said there may private property for sale that could be potential and some other opportunities that are unknown at this time. Once an opportunity is identified, more information would be brought to Council.

COUNCILMEMBER ORLANDO said staff has been aggressive in getting grants in that area and there may be opportunities for flood control.

MR. BASS said all options are on the table as they begin to explore opportunities.

MAYOR HARTKE thanked staff and Parks and Recreation Board for their work, and this would be an important item over the next few years. Mayor Hartke thanked the community for their input.

MR. BASS thanked staff for all of their support.

6. Project Agreement No. PR1808.402 with Foresite Design & Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for Mountain View Park Sidewalk and Drainage Improvements

Move City Council award Project Agreement No. PR1808.402 to Foresite Design & Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for Mountain View Park Sidewalk and Drainage Improvements, in an amount not to exceed $141,966.64.

7. Agreement No. CS2-595-4335, with Pioneer Landscape Centers, Inc., for Rock, Granite, and Miscellaneous Supplies

Move City Council approve Agreement No. CS2-595-4335, with Pioneer Landscape Centers, Inc., for rock, granite, and miscellaneous supplies, in an amount not to exceed $540,000, for a one-year period, September 1, 2021, through August 31, 2022, with the option of up to four (4) additional one-year extensions.

Cultural Development

8. First Amendment to the 2018-2022 Ostrich Festival Agreement with Chandler Chamber of Commerce and Steve LeVine Entertainment, LLC

Move City Council approve the First Amendment to the 2018-2022 License Agreement with Chandler Chamber of Commerce and Steve LeVine Entertainment, LLC, extending the Agreement to 2024 and allowing a second week of the Ostrich Festival in 2022.

Development Services

9. Introduction and Tentative Adoption of Ordinance No. 4978, Adoption of Resolution No. 5502, PLH21-0030/PLH21-0015/PLT21-0011 Old Stone Ranch Phase 4

Area Plan

Move City Council approve Resolution No. 5502, PLH21-0030, amending the Brooks Ranch Area Plan by adding Single-Family Medium Density (0-6 du/ac), as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 4978 approving PLH21-0015 Old Stone Ranch Phase 4, Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for Single-family Residential located west of the northwest corner of Chandler Heights and Lindsay roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH21-0015 Old Stone Ranch Phase 4 for subdivision layout and housing product located west of the northwest corner of Chandler Heights and Lindsay roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT21-0011 Old Stone Ranch Phase 4 located west of the northwest corner of Chandler Heights and Lindsay roads, subject to the condition recommended by Planning and Zoning Commission.

10. Introduction of Ordinance No. 4980, PLH20-0059 Price & Queen Creek Campus

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 4980 approving PLH20-0059 Price & Queen Creek Campus, rezoning from AG-1 to PAD for office, manufacturing, and ancillary commercial uses with a Mid-Rise Overlay for building heights up to 150 feet located at the northeast corner of Price and Queen Creek roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH20-0059 for Price & Queen Creek Campus located at the northeast corner of Price and Queen Creek roads, subject to the conditions as recommended by Planning and Zoning Commission.

11. Preliminary Development Plan, PLH20-0069 Chandler Corporate Center Lots 8 & 10

Move City Council approve Preliminary Development Plan PLH20-0069 Chandler Corporate Center Lots 8 & 10, located north of the northwest corner of Chandler Boulevard and McClintock Drive, subject to the conditions recommended by Planning and Zoning Commission.

12. Preliminary Development Plan, PLH20-0072/PLT21-0016 Chandler Airpark Technology Center

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH21-0072 Chandler Airpark Technology Center, located at the southwest corner of Gilbert Road and Insight Way, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT21-0016 Chandler Airpark Technology Center, located at the southwest corner of Gilbert Road and Insight Way, subject to the condition recommended by Planning and Zoning Commission.

13. Preliminary Development Plan, PLH21-0033 Crave Chandler

Move City Council approve Preliminary Development Plan PLH21-0033 Crave Chandler for site layout and building architecture for a one-story commercial building, located on the southeast corner of Cooper Road and Yeager Drive, generally located about one quarter of a mile south of the Santan Freeway on the east side of Cooper Road, subject to conditions as recommended by the Planning and Zoning Commission

14. Preliminary Development Plan, PLH21-0036 Compass Christian Church

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH21-0036 for exterior signage for Compass Christian Church, located at 1825 S. Alma School Road, subject to the conditions as recommended by Planning and Zoning Commission.

15. Preliminary and Final Plat, PLT21-0002 and PLT21-0027 Nevada and Commonwealth

Move City Council approve Preliminary Plat PLT21-0002 and Final Plat PLT21-0027 located at the southeast corner of Nevada Street and Commonwealth Avenue, generally located approximately one quarter of a mile south and east of Chandler Boulevard and Arizona Avenue as recommended by Planning and Zoning Commission.

16. Final Plat approval PLT20-0022, Queen Creek Commerce Center
Move City Council approve Final Plat PLT20-0022, Queen Creek Commerce Center, located at the southwest corner of Queen Creek Road and Hamilton Street, as recommended by Development Services Staff.

17. Use Permit, PLH20-0070 Dogtopia Use Permit Extension
Move City Council approve Use Permit, PLH20-0070 Dogtopia Use Permit Extension, located at 4901 S. Arizona Avenue, Suite 7, at the northeast corner of Arizona Avenue and Chandler Heights Road, subject to the conditions recommended by Planning and Zoning Commission.

18. Use Permit, PLH21-0046 Cooper's Hawk Winery & Restaurant
Move City Council approve Use Permit PLH21-0046 Cooper's Hawk Winery & Restaurant, located at 3325 West Chandler Boulevard, approximately one quarter of a mile west of the southwest corner of Price Road and Chandler Boulevard, subject to the conditions recommended by Planning and Zoning Commission.

Economic Development

19. Resolution No. 5501 designating the City of Chandler Economic Development Division as Chandler's Destination Marketing Organization (DMO) for fiscal year (FY) 2021-2022
Move City Council pass and adopt Resolution No. 5501 designating the City of Chandler Economic Development Division as Chandler's Destination Marketing Organization (DMO) for fiscal year (FY) 2021-2022; and authorizing the City Manager or the City Manager's designee to execute any documents and instruments for purposes of this resolution.

Fire Department

20. Resolution No. 5504 Agreement with Maricopa Medical for Ambulance Services
Move City Council pass and adopt Resolution No. 5504, authorizing the City of Chandler to enter into an amended agreement with Maricopa Medical for the provision of ambulance services.

21. Payment to City of Phoenix for Fire and Emergency Medical Dispatch Services
Move City Council approve payment for fire and emergency medical dispatch services for Fiscal Year 2021-22, in accordance with the current intergovernmental agreement with the City of Phoenix, in the amount of $1,321,186.44.

22. Payment to City of Phoenix for Firefighter Health Services
Move City Council approve payment for Firefighter Physical Examinations for Fiscal Year 2021-22, in accordance with the intergovernmental agreement with the City of Phoenix, in the amount of $166,804.

Information Technology

23. Purchase of Electronic Data Management System Annual Maintenance

Move City Council approve the purchase of electronic data management system annual maintenance, from InStream, in the amount of $61,292.

24. Purchase of Annual Support for the Talent Management Suite
Move City Council approve the sole source purchase of annual support for the talent management suite, from Saba Software, Inc., in the amount of $145,307.

Management Services

25. New License Series 7, Beer and Wine Bar Liquor License Application for The Sugar Bar, LLC, DBA The Sugar Bar
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 07070071, a Series 7, Beer and Wine Bar Liquor License, for Kyle Joseph Hess, Agent, The Sugar Bar, LLC, DBA The Sugar Bar, located at 960 E Warner Road, Suite 6, and approval of the City of Chandler, Series 7, Beer and Wine Bar Liquor License No. 301053.

26. License Series 12, Restaurant Liquor License Application for Bourbon Richard's, LLC, DBA Rosati's Pizza
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 153309, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Bourbon Richard's, LLC, DBA Rosati's Pizza, located at 1050 E. Ray Road, Suite 2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301274.

Mayor and Council

27. Appointment of City Manager and Approval of Employment Agreement
Move City Council appoint Joshua Wright as City Manager and approve an Employment Agreement for the term of August 13, 2021, through June 30, 2022, with an annual base salary of $261,500.

Police Department

28. Purchase of Armored Rescue Vehicle Replacement
Move City Council approve the purchase of an armored rescue vehicle, from Lenco Armored Vehicles, Inc, utilizing City of Tempe Contract No. T22-003-01, in the amount of $350,900.30.

COUNCILMEMBER HARRIS called for a staff presentation to clarify how this type of vehicle is used.

SEAN DUGGAN, Police Chief, presented the following presentation.

- Current ARV Photo
- New ARV Photo

CHIEF DUGGAN said this vehicle is to protect citizens and officers from gunfire. This is one of the most important pieces of equipment because it is the only vehicle that provides true ballistic protection. Over the past 20 years, the Chandler Police Department has used two armored vehicles. The first one was a 1981 surplus air force vehicle the Department obtained in 2000 and in 2003 it was upgraded to our

current ARV which was funded through Homeland Security grants. Over the past 12 years, the vehicle has been deployed at least 600 times responding to barricade incidents, hostage incidents, search warrants, and any time there is a high propensity for gunfire. This helps transport officers closer to the threat but has also been used many times to rescue and evacuate citizens. This can also be used to bring supplies to officers at the perimeter of an incident and is used as a negotiator platform to bring them close to the scene. Chief Duggan said this is a critical tool that is used judiciously and is not an offensive weapon. This vehicle is no different than the armored trucks that transport money. Chief Duggan said the City has been a member of the UASI rapid response team since 2003, and that program has funds to provide training for the equipment we receive each year but also requires the City to be a part of a mutual aid compact.

COUNCILMEMBER HARRIS said there needs to be policing in Chandler and wanted to ensure the police are not being militarized. Councilmember Harris said there are other cities that have militarized the police department who then confronts protesters and wanted to ensure Chandler is not looking to confront people.

CHIEF DUGGAN said Chandler has had a similar piece of equipment for the last 20 years and over the past 15 months there have been over 30 protests in the community. This is not the equipment that would be deployed for any type of protest. This equipment is the only piece of equipment that can be used to protect officers and citizens from gunfire. If there is gunfire present, this is used to extract innocent bystanders and allow officers to get through to the threat.

VICE MAYOR STEWART asked if regular police cars have the ballistic protection that they need.

CHIEF DUGGAN said nothing like this vehicle can provide. It would be unrealistic to outfit all of the vehicles like this one. There are some minor improvements that could be made to door panels, but it would only be protection for small rounds. Chief Duggan said this vehicle can protect against high velocity rounds.

VICE MAYOR STEWART asked if staff could provide more information on what the door panels or ballistic glass would cost.

CHIEF DUGGAN said he would provide that information.

COUNCILMEMBER ELLIS asked how many times this type of vehicle has been used in a riot or against the population in Chandler.

CHIEF DUGGAN said since he has been Chief over the past seven and a half years, this vehicle has never been used in a riot. This vehicle is called on routinely when there are calls where firearms are present. Each year there are dozens and dozens of calls where firearms are used or threatened to be used against citizens or officers. This provides them protection in those scenarios.

COUNCILMEMBER ELLIS asked if there would be two vehicles now.

CHIEF DUGGAN said their desire is to keep the old vehicle as a spare. Right now, they have one vehicle, and they are the only City in the East Valley that has one vehicle. If this is down for repair, the Department is out of that projection, and they are reliant on other cities to support us.

COUNCILMEMBER ELLIS asked if this was already in the budget.

CHIEF DUGGAN said this has already been budgeted through the CIP process.

COUNCILMEMBER ORLANDO said if they did not have this vehicle, they would have to wait for another agency and there is a time element to those situations. Councilmember Orlando said if they had the vehicle, they could potentially save more lives instead of waiting on another department to get there.

CHIEF DUGGAN said that is correct.

MAYOR HARTKE said the more tools they have to keep officers and citizens safe is a wise and prudent action.

Public Works and Utilities

29. Introduction of Ordinance No. 4979 Repealing Ordinance No. 4964 (Authorizing the Sale of a Parcel of City-Owned Land at the Southwest Corner of McQueen Road and Pecos Road to WNDG, LLC, an Arizona Limited Liability Corporation) and Authorizing the Sale of a Parcel of City-Owned Land at the Southwest Corner of McQueen Road and Pecos Road to Copperstate West, Inc.
    Move City Council introduce and tentatively adopt Ordinance No. 4979 repealing Ordinance No. 4964 (authorizing the sale of a parcel of City-owned Land at the southwest corner of McQueen Road and Pecos Road to WNDG, LLC, an Arizona Limited Liability Corporation) and authorizing the sale of a parcel of City-owned land at the southwest corner of McQueen Road and Pecos Road to Copperstate West, Inc., for the sum of $500.00.

30. Resolution No. 5503, Authorizing the City of Chandler to Enter into an Agreement to Share Costs Associated with Seeking to Obtain Approval for the Operation of the Flood Control Space in Modified Roosevelt Dam under a Temporary Deviation to the Water Control Plan Among Various Participating Entities and Salt River Agricultural Improvement and Power District
    Move City Council pass and adopt Resolution No. 5503, authorizing the City of Chandler to enter into an agreement to share costs associated with seeking to obtain approval for the operation of the Flood Control Space in Modified Roosevelt Dam under a temporary deviation to the Water Control Plan among various participating entities and Salt River Agricultural Improvement and Power District in the amount of $61,347.

31. Agreement No. ST7-750-3808, Amendment No. 3, with Arizona Materials, LLC, for Ready Mix Concrete Materials

Move City Council approve Agreement No. ST7-750-3808, Amendment No. 3, with Arizona Materials, LLC, for ready mix concrete materials, in an amount not to exceed $70,000, for a one-year period, August 1, 2021, through July 31, 2022.

32. Agreement No. PW0-285-4197, Amendment No. 1, with AM Signal, LLC; Clark Transportation Solutions; JTB Supply Company; and Sierra Transportation Technologies, for Traffic Signal Equipment
Move City Council approve Agreement No. PW0-285-4197, Amendment No. 1, with AM Signal, LLC; Clark Transportation Solutions; JTB Supply Company; and Sierra Transportation Technologies, for traffic signal equipment, in a combined amount not to exceed $720,000, for a one-year period, September 1, 2021, through August 31, 2022.

33. Agreement No. PW1-885-4313, with Aquafit Chlorination Systems, LLC; Calgon Carbon Corporation; CarbPure Technologies, LLC; DPC Enterprises, L.P.; Hill Brothers Chemical Company; Momar, Inc.; Polydyne, Inc.; Salt Works; Solenis, LLC; Thatcher Company of Arizona, Inc.; TR International Trading Company; Univar Solutions USA, Inc.; and Waternuts Aquatic Enterprise, Inc., dba Commercial Pool Repair, for the Purchase of Water Treatment Chemicals
Move City Council award Agreement No. PW1-885-4313 to Aquafit Chlorination Systems, LLC; Calgon Carbon Corporation; CarbPure Technologies, LLC; DPC Enterprises, L.P.; Hill Brothers Chemical Company; Momar, Inc.; Polydyne, Inc.; Salt Works; Solenis, LLC; Thatcher Company of Arizona, Inc.; TR International Trading Company; Univar Solutions USA, Inc.; and Waternuts Aquatic Enterprise, Inc., dba Commercial Pool Repair, for the purchase of water treatment chemicals, in a combined amount not to exceed $9,025,100, for a one-year term, August 15, 2021, through August 14, 2022, with the option of up to four one-year extensions.

34. Payment of Membership Dues to Arizona Municipal Water Users Association
Move City Council approve payment of fiscal year 2021-2022 membership dues to the Arizona Municipal Water Users Association in the amount of $101,948.

35. Purchase of Water Treatment Chemicals
Move City Council approve the purchase of water treatment chemicals, from Thatcher Company of Arizona, Inc., utilizing Omnia Partners Contract No. 212528, and from Brenntag Pacific Inc., Hill Brothers Chemical Company, and Thatcher Company of Arizona, Inc., utilizing City of Mesa Contract No. 2020135, in a combined amount not to exceed $3,890,462, for a one-year term, August 15, 2021, through August 14, 2022, and authorize the City Manager or designee to sign linking agreements.

36. Professional Services Agreement No. EN2201.451, with Kitchell CEM, Inc., for On-Call Program and Construction Management Services
Move City Council award Professional Services Agreement No. EN2201.451, to Kitchell CEM, Inc., for On-Call Program and Construction Management Services, in an amount not to exceed $750,000 per year, for a two-year term, with the option of one (1) two-year extension.

37. Professional Services Agreement No. ST2009.201, Amendment No. 1, with Premier Engineering Corporation, for the Dobson Road Improvements at Intel Driveways #1 and #4 Design Services
Move City Council award Professional Services Agreement No. ST2009.201, Amendment No. 1, to Premier Engineering Corporation, for the Dobson Road Improvements at Intel Driveways #1 and #4 Design Services, increasing the contract limit by $72,751.13, for a revised contract amount not to exceed of $239,573.13.

38. Professional Services Agreement No. WA2104.201, with Hazen and Sawyer, P.C., for the Pecos Surface Water Treatment Plant Filter Media Replacement Design Services
Move City Council award Professional Services Agreement No. WA2104.201 to Hazen and Sawyer, P.C., for the Pecos Surface Water Treatment Plant Filter Media Replacement Design Services, in an amount not to exceed $471,270.

39. Professional Services Agreement No. WA2106.201, with Dick & Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Laboratory and Administration Building HVAC Renovations Design Services
Move City Council award Professional Services Agreement No. WA2106.201 to Dick & Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Laboratory and Administration Building HVAC Renovations Design Services, in an amount not to exceed $375,889.

40. Professional Services Agreement No. WA2110.101, with Stantec Consulting Services Inc., for the Hydraulic Modeling Support Consultant Services
Move City Council award Professional Services Agreement No. WA2110.101, to Stantec Consulting Services Inc., for the Hydraulic Modeling Support Consultant Services, in an amount not to exceed $100,000.

41. Professional Services Agreement No. WW2108.101, with Jacobs Engineering Group, Inc., for the Reclaimed Water System Study Design Services
Move City Council award Professional Services Agreement No. WW2108.101 to Jacobs Engineering Group, Inc., for the Reclaimed Water System Study Design Services, in an amount not to exceed $420,400.

42. Professional Services Agreement No. WW2111.202, with Wilson Engineers, LLC, for the Chandler Heights Road Utility Relocations Design Services
Move City Council award Professional Services Agreement No. WW2111.202 to Wilson Engineers, LLC, for the Chandler Heights Road Utility Relocations Design Services, in an amount not to exceed $499,940.

Briefing

43. Briefing on COVID-19 as requested by Councilmember Harris

44. Briefing on eviction prevention and utilities assistance as requested by Councilmember Harris

Informational

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

46. Study Session and Regular Minutes of June 16, 2021, Planning and Zoning Commission

Adjourn

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

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: August 26, 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 9th day of August 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of August, 2021.

_____

City Clerk

Meeting Minutes
City Council Work Session

August 12, 2021 | 5:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 5:00 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 Orlando

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

Staff in Attendance
Matt Burdick, Communications and Public Affairs Director
Derek Horn, Development Services Director
Kevin Mayo, Planning Administrator
Thomas Allen, Assistant City Attorney
John Owens, Downtown Redevelopment Specialist
Kim Moyers, Cultural Development Director

Discussion

1. Redevelopment of southwest downtown including City owned property.

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

JOSHUA WRIGHT, Acting City Manager, said there has been some developer interest recently regarding the area near the new parking garage and staff was looking for additional feedback regarding what Council would like to see.

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

- South Arizona Downtown
  - South Arizona Area Corridor Plan (SAzACAP) – 2011
  - Development and Interest continuing to the South of downtown's core
  - SazACAP update scheduled for FY21/22
  - Address immediate needs for redevelopment
- South West Downtown
  - Oregon Street from Chicago Street south to Frye Road
  - Mix of residential and commercial uses
  - Wall Street – infrastructure improvements
  - Site 8 overlay district
  - Pink area denotes "Cultural and Entertainment"
  - Yellow hatched area denotes "Future Growth Area"
- Adaptive Reuse/Redevelopment
  - The Local
  - Walker Redevelopment
  - Pie Snob, Quadmark, Delete
  - Shops on Frye
  - The Perch
  - Ghett'Yo Tacos and Sliders
  - The Sleepy Whale and Gadzooks
- Considerations
  - Oregon Street Garage traffic flow to spur development on Oregon Street off of Frye Road
  - Transitional area
  - Lower traffic volume – use of Oregon Street Parking Garage/neighborhood walkability
- Considerations Continued
  - Smaller developers
  - Infrastructure needs
  - Sensitivity to the impact of residential homes
  - Encourage entrepreneurial activity/small business ownership – bakery, bookstore, café, outdoor dining, small office, craft/art (supplies, gallery, classes), yoga studio
- Vision
  - The Vig @ Fillmore – DT Phx
  - The Pemberton – Roosevelt Row
  - Casey Moore's – DT Tempe
  - 5th Street – Downtown Phoenix
  - Magazine Street – New Orleans

COUNCILMEMBER LOPEZ asked if those were businesses or restaurants.

MS. MOYERS said it is a combination of retail and restaurants and a small office.

MS. MOYERS continued the presentation.

- Direction
    - Direction on extending the Site 8 overlay to the west side of Oregon Street to guide and encourage development
    - Emphasis on minimizing impact to existing residents by directing activity towards Oregon Street and being mindful of noise levels.

COUNCILMEMBER HARRIS asked where staff was at with the Pedestrian Study for Downtown.

MS. MOYERS said they have selected a consultant to do the pedestrian study and the first meeting is August 26. Ms. Moyers said it would take about a year to complete.

COUNCILMEMBER HARRIS asked if this was considered in the study.

MS. MOYERS said this is part of the study.

COUNCILMEMBER HARRIS said if this is part of the study then Council would not be able to make a decision because they would need that information.

MS. MOYERS said the pedestrian study will ensure there is enough signage Downtown. The study will not look at land use in the Downtown area but more for direction for pedestrians.

COUNCILMEMBER HARRIS said this would not stop Council from doing what they need to do.

MS. MOYERS said that was correct.

COUNCILMEMBER HARRIS asked if there was a lighting study being done as well.

MS. MOYERS said this study did not address lighting.

COUNCILMEMBER HARRIS said some of the areas are dark and pedestrians would not know which way to go and said there was discussion about blocking off some of the alleyways. Councilmember Harris asked if this was being discussed too soon.

MS. MOYERS said this is being done in conjunction with the study. There are lot of developers looking now and the concern is, is if they do not have some direction now regarding some of these areas they may miss this window of opportunity.

COUNCILMEMBER HARRIS asked if the study could be done faster. Councilmember Harris said as they work on the study, there are other factors such as lighting to consider. This will show Council and the developers how it would be mapped out in the area.

COUNCILMEMBER ORLANDO asked if the developers would be able to provide some of the lighting and walking paths.

MS. MOYERS said yes, that is something staff is looking at.

MAYOR HARTKE said they want adequate lighting that is appropriate for the area as it is still a residential area.

COUNCILMEMBER LOPEZ said they need to have a balance and as someone develops they need to ensure it can be seen and is safe but is not blinding to the neighbors in the area.

COUNCILMEMBER HARRIS said he did not have a problem moving forward with the project but wanted the pedestrian study and lighting to be done. Councilmember Harris said they need to be forthcoming in the proposal and how the City would partner with them. Councilmember Harris said the study needs to be done to really show the developers what the expectation is.

MAYOR HARTKE said he did not want to hold up development but they could let them know about the study.

COUNCILMEMBER ROE asked about California Street.

MS. MOYERS said it something staff has discussed a great deal. Ms. Moyers said staff is suggesting that just Oregon Street is developed right now to see what happens and from there determine if they want to develop further. Ms. Moyers said around the parking garage there is mostly developers and not residential homes. Ms. Moyers said in the future someone may assemble the properties and do something larger.

COUNCILMEMBER LOPEZ asked for clarification regarding the developers in the area.

MS. MOYERS said the developers are not putting the money into them and they are just sitting on them. Ms. Moyers said some may be renting the property but they are not renovating.

MS. MOYERS continued the presentation.

- City-Owned Parcel
    - Purchasing of Downtown property
    - 200 & 210 S. Oregon Street (.36 acres)
    - Purchased 2006: $260,445
    - Proximity to Oregon Street Parking Garage
    - Connectivity between New Square development and smaller intensity uses

    - Spur development and set tone for future development
    - Complementary uses to SW area
- Request for Proposal
    - Sell at appraised value/ best use
    - Complementary uses to SW area
    - Transitional development – up to two stories in height
- Direction
    - Direction on preparing a RFP for the sale and development of 200 & 210 S. Oregon Street

COUNCILMEMBER LOPEZ asked about the properties immediately south of that area.

MS. MOYERS said both of those are residential.

COUNCILMEMBER ORLANDO asked if they are doing two stories.

MS. MOYERS said yes, they are trying to get as much density as they could.

COUNCILEMMBER ORLANDO asked if they would go higher.

KEVIN MAYO, Planning Administrator, said two stories is reasonable and achievable. Three stories could work but it would depend on how it is done. When looking at Oregon Street, it would develop in a more organic way like Wall Street and would create a line for the future growth area. Mr. Mayo said they would see two to three stories is reasonable and they do not expect to scale up larger than that.

COUNCILMEMBER ROE said New Square is six stories and said he wanted the project to be good and possibly have access to the parking garage.

COUNCILMEMBER ORLANDO said if they go higher the parking garage is there for parking needs so they could make something robust. Councilmember Orlando said he would like to see a solar element as well.

MAYOR HARTKE asked if Council was comfortable with an RFP being up to three stories to see what comes in. Mayor Hartke asked if this was similar process to what was done with the other piece in the area.

MS. MOYERS said yes, staff would get the RFP ready and the selection committee would vet the proposals and bring the top proposals to Council.

MAYOR HARTKE said he would like to see all of the RFPs submitted and hear staff's recommendations. Mayor Hartke said not everyone who bids on these may not be as savvy as others and would appreciate staff to review the feedback and see if there are ways to improve.

COUNCILMEMBER ROE asked if they would be asking for parking.

MAYOR HARTKE said the property is so small and there is plenty of parking. Mayor Hartke asked if staff is confident they have enough parking to support the future growth in the area.

MS. MOYERS said yes, and this is the most popular parking garage. There is capacity however Planning is always looking to ensure there is proper parking. Ms. Moyers said as they start looking at future developments there will always be a review of parking capacity. Ms. Moyers said is New Square comes back as a smaller amount of office and larger amount of residential then they would not need as much parking as they first thought.

COUNCILMEMBER LOPEZ asked if they were considering expanding the parking garage.

MS. MOYERS said when they built the parking garage, they also purchased land so they could expand to the west if needed.

COUNCILMEMBER LOPEZ said he liked the idea of going to California Street and it would open more opportunities. Councilmember Lopez said he could see how residents may feel they were being pushed out even though that is not the intent, but they are trying to grow the downtown area.

COUNCILMEMBER ORLANDO asked if that was all private property on the other side.

MS. MOYERS said they have worked with Neighborhood Resources because a lot of the these houses are in such disarray that they cannot go in and fix them. Ms. Moyers said these are first generation houses and staff is hearing from the children that once the parents leave them, the homes will be sold for another use. Ms. Moyers said these homes have been paid off for years and they cannot move to another place for the same price.

COUNCILMEMBER ORLANDO asked if the houses across the street are residential or investments.

MS. MOYERS showed the areas that were mostly ownership and the areas that were mostly investments.

COUNCILMEMBER LOPEZ said they are talking about going to California Street not jumping all the way to Dakota Street and the church would stay.

MS. MOYERS said there are only a few houses left as the City has already purchased some of them and they have the authority from Council to purchase the other two if they should go for sale.

MAYOR HARTKE clarified it was not eminent domain but just the right to purchase.

VICE MAYOR STEWART said the City did not purchase them.

MAYOR HARTKE said they are not for sale right now.

VICE MAYOR STEWART said they had discussed buying the back row behind the garage.

MAYOR HARTKE said they bought three of them.

COUNCILMEMBER ORLANDO asked why they are focusing on just this piece and not put something out concurrently on the other sites to assemble them.

MS. MOYERS said there are no other areas that are assembled at this time. Several years ago, Council opted not to purchase any more property downtown so there are these one off properties in the downtown area left.

COUNCILMEMBER LOPEZ said the RFP is only for the lots that are City owned and allowing the expansion to California it would give more options to the developers.

MAYOR HARTKE said it is more costly for the City to assemble compared to when others do it and it is not their central job.

COUNCILMEMBER LOPEZ said Council has done what they needed to do to spur development and now it is back to private industry to continue it.

VICE MAYOR STEWART said he agreed that Council has done what they needed to do and now it is time to private industry to take over.

COUNCILMEMBER ELLIS said asked about the plan to go north of Chandler Boulevard and what the vision is now. Councilmember Ellis said everyone wants to be in the area but there would be more congestion in the area.

MS. MOYERS said there has been discussion to extend to the north and to the east. With the updated study there would be an expansion of the square area.

MAYOR HARTKE said this is also why they went through Dakota Street and there has been a long-term plan to extend to Pecos. There are other roads to prevent this from being a traffic jam. Mayor Hartke asked if Council was in agreement to put out the RFP up to three stories.

COUNCILMEMBER ELLIS asked what the price would be.

MAYOR HARTKE said they would wait for the appraisal.

COUNCILMEMBER ELLIS asked why they could not ask for more.

MS. MOYER said they have asked for the best price for the best use to get the project that they want. It may be less money up front, but they would get better tax revenues in the future.

MAYOR HARTKE said when they did another project, they selected the best use even though it may not have been the best price.

COUNCILMEMBER ORLANDO asked what the time frame would be.

MS. MOYERS said with Council's direction, staff would get the RFP out in the next 30 days and it would be open from 30-60 days and staff would bring it back to Council about a month after that. Ms. Moyers said before the end of the year.

MR. WRIGHT asked about how far to extend and if Council wanted to go to California Street to Boston Street down to Frye Road.

MAYOR HARTKE said he was concerned about chasing out residents since these are residents who have lived in the area a long time and they could always extend it later.

MR. WRIGHT said this would be addressed in the area plan update happening this fiscal year.

COUNCILMEMBER LOPEZ asked if staff could provide input on the overlay.

MR. WRIGHT said staff's recommendation is to do those areas as part of the area plan update because there is not as much urgent interest right now nor is there City owned property for an RFP. This would be worked out through the area plan update.

COUNCILMEMBER ROE said he thought they should go to Chicago to California.

COUNCILMEMBER ELLIS said they have all received calls about the project and there is a group that is already aware of an RFP happening before this discussion happened. Councilmember Ellis said that group felt it was their idea and it puts Council in a hard position.

MAYOR HARTKE said they have reached out but there is no obligation. Council would look at all of the RFP submissions and choose the best project.

MS. MOYERS said the Walker Development is what spearheaded that piece of the conversation because it does not fit a traditional use. There is a great opportunity for the area so staff wanted to bring it forward and there is another project so if there was ever a time to go for an RFP this would be the time. Ms. Moyers said when they talk to anyone this is the reason it goes for an RFP because they need to determine the best use for the area.

MAYOR HARTKE said it seems there is consensus from Council for the RFP but needed clarification regarding California Street.

COUNCILMEMBER ORLANDO said they should do the RFP and then if they want to look at the whole overlay that should be a separate discussion. Councilmember Orlando did not want to force the

residents out or even give the residents that feeling. Councilmember Orlando said he would like to put the RFP out as it is and look at the rest later.

MAYOR HARTKE agreed to stick to the plan as is.

COUNCILMEMBER HARRIS like the project and thought they should stick with the project as is. Councilmember Harris agreed they should start looking north.

COUNCILMEMBER LOPEZ said he agreed with the RFP and like the idea of going to California Street.

COUNCILMEMBER ELLIS said she agreed with the RFP and wanted to wait on the other piece.

COUNCILMEMBER ROE said he was open and if there is an RFP the developer would not be locked into the overlay if they have additional property.

VICE MAYOR STEWART agreed with the RFP.

Adjourn

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

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: August 26, 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 12th day of August 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of August, 2021.

_____
City Clerk

Meeting Minutes
City Council Regular Meeting

August 12, 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

Invocation
The invocation was given by Pastor Victor Hardy, Congregational Church of the Valley

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

Scheduled Public Appearances
MAYOR HARTKE invited Councilmember Harris to join him for the proclamation.

1. Proclamation - Drowning Impact Awareness Month
MAYOR HARTKE read the proclamation and invited staff to accept.

JESSICA CHAMBERLAIN, Recreation Coordinator, said drowning is the number one cause of death for children under the age of five. Ms. Chamberlain said they are thankful the City is supportive of the efforts to combat drowning. Drowning can happen to anyone and it is important to stop them from happening.

Noah Dueker, Police Officer, said drowning is a big public safety issue and the Police Department is

happy to join with the Fire Department and Aquatics to address drownings in the community.

Consent Agenda and Discussion

Airport

1. Resolution No. 5505, accept Federal American Rescue Plan Act Grant for Airport Operating Purposes
   Move City Council pass and adopt Resolution No. 5505 authorizing a grant agreement with the Federal Aviation Administration to accept an American Rescue Plan Act (ARPA) grant not to exceed $59,000 for airport operating purposes; and authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

City Clerk

2. July 2021 City Council Meeting Minutes
   Move City Council approve the Council Meeting minutes of the Regular Meeting of July 12,2021, Study Session of July 12, 2021, Special Meeting of July 15, 2021, Regular Meeting of July 15, 2021, and Special Meeting of July 20, 2021.

3. Board and Commission Appointment
   Move City Council approve the Board and Commission appointment as recommended.

City Manager

4. League of Arizona Cities and Towns Annual Dues
   Move City Council authorize the payment of FY 2021-2022 membership dues to the League of Arizona Cities and Towns in the amount of $100,800.

Community Services

5. Resolution No. 5500 adopting the Parks Strategic Master Plan 2021
   Move City Council approve Resolution No. 5500 adopting the Parks Strategic Master Plan2021.

6. Project Agreement No. PR1808.402 with Foresite Design & Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for Mountain View Park Sidewalk and Drainage Improvements
   Move City Council award Project Agreement No. PR1808.402 to Foresite Design &Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for Mountain View Park Sidewalk and Drainage Improvements, in an amount not to exceed $141,966.64.

7. Agreement No. CS2-595-4335, with Pioneer Landscape Centers, Inc., for Rock, Granite, and Miscellaneous Supplies
   Move City Council approve Agreement No. CS2-595-4335, with Pioneer Landscape Centers,Inc., for rock, granite, and miscellaneous supplies, in an amount not to exceed $540,000, for aone-year period, September 1, 2021, through August 31, 2022, with the option of up to four(4) additional one-year extensions.

Cultural Development

8. First Amendment to the 2018-2022 Ostrich Festival Agreement with Chandler Chamber of Commerce and Steve LeVine Entertainment, LLC

Move City Council approve the First Amendment to the 2018-2022 License Agreement with Chandler Chamber of Commerce and Steve LeVine Entertainment, LLC, extending the Agreement to 2024 and allowing a second week of the Ostrich Festival in 2022

Development Services

9. Introduction and Tentative Adoption of Ordinance No. 4978, Adoption of Resolution No. 5502, PLH21-0030/PLH21-0015/PLT21-0011 Old Stone Ranch Phase 4

Area Plan

Move City Council approve Resolution No. 5502, PLH21-0030, amending the Brooks Ranch Area Plan by adding Single-Family Medium Density (0-6 du/ac), as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 4978 approving PLH21-0015 Old Stone Ranch Phase 4, Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for Single-family Residential located west of the northwest corner of Chandler Heights and Lindsay roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH21-0015 Old Stone Ranch Phase 4 for subdivision layout and housing product located west of the northwest corner of Chandler Heights and Lindsay roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT21-0011 Old Stone Ranch Phase 4 located west of the northwest corner of Chandler Heights and Lindsay roads, subject to the condition recommended by Planning and Zoning Commission.

10. Introduction of Ordinance No. 4980, PLH20-0059 Price & Queen Creek Campus

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 4980 approving PLH20-0059 Price & Queen Creek Campus, rezoning from AG-1 to PAD for office, manufacturing, and ancillary commercial uses with a Mid-Rise Overlay for building heights up to 150 feet located at the northeast corner of Price and Queen Creek roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH20-0059 for Price & Queen Creek Campus located at the northeast corner of Price and Queen Creek roads, subject to the conditions as recommended by Planning and Zoning Commission.

11. Preliminary Development Plan, PLH20-0069 Chandler Corporate Center Lots 8 & 10

Move City Council approve Preliminary Development Plan PLH20-0069 Chandler Corporate Center Lots 8 & 10, located north of the northwest corner of Chandler Boulevard and McClintock Drive, subject to the conditions recommended by Planning and Zoning Commission.

12. Preliminary Development Plan, PLH20-0072/PLT21-0016 Chandler Airpark Technology Center
Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH21-0072 Chandler Airpark Technology Center, located at the southwest corner of Gilbert Road and Insight Way, subject to the conditions as recommended by Planning and Zoning Commission.
Preliminary Plat
Move City Council approve Preliminary Plat PLT21-0016 Chandler Airpark Technology Center, located at the southwest corner of Gilbert Road and Insight Way, subject to the condition recommended by Planning and Zoning Commission.

13. Preliminary Development Plan, PLH21-0033 Crave Chandler
Move City Council approve Preliminary Development Plan PLH21-0033 Crave Chandler for site layout and building architecture for a one-story commercial building, located on the southeast corner of Cooper Road and Yeager Drive, generally located about one quarter of a mile south of the Santan Freeway on the east side of Cooper Road, subject to conditions as recommended by the Planning and Zoning Commission

14. Preliminary Development Plan, PLH21-0036 Compass Christian Church
Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH21-0036 for exterior signage for Compass Christian Church, located at 1825 S. Alma School Road, subject to the conditions as recommended by Planning and Zoning Commission.

15. Preliminary and Final Plat, PLT21-0002 and PLT21-0027 Nevada and Commonwealth
Move City Council approve Preliminary Plat PLT21-0002 and Final Plat PLT21-0027 located at the southeast corner of Nevada Street and Commonwealth Avenue, generally located approximately one quarter of a mile south and east of Chandler Boulevard and Arizona Avenue as recommended by Planning and Zoning Commission.

16. Final Plat approval PLT20-0022, Queen Creek Commerce Center
Move City Council approve Final Plat PLT20-0022, Queen Creek Commerce Center, located at the southwest corner of Queen Creek Road and Hamilton Street, as recommended by Development Services Staff.

17. Use Permit, PLH20-0070 Dogtopia Use Permit Extension
Move City Council approve Use Permit, PLH20-0070 Dogtopia Use Permit Extension, located at 4901 S. Arizona Avenue, Suite 7, at the northeast corner of Arizona Avenue and Chandler Heights Road, subject to the conditions recommended by Planning and Zoning Commission.

18. Use Permit, PLH21-0046 Cooper's Hawk Winery & Restaurant
Move City Council approve Use Permit PLH21-0046 Cooper's Hawk Winery & Restaurant, located at 3325 West Chandler Boulevard, approximately one quarter of a mile west of the southwest corner of Price Road and Chandler Boulevard, subject to the conditions recommended by Planning and Zoning Commission.

Economic Development

19. Resolution No. 5501 designating the City of Chandler Economic Development Division as Chandler's Destination Marketing Organization (DMO) for fiscal year (FY)2021-2022
Move City Council pass and adopt Resolution No. 5501 designating the City of Chandler Economic Development Division as Chandler's Destination Marketing Organization (DMO) for fiscal year (FY) 2021-2022; and authorizing the City Manager or the City Manager's designee to execute any documents and instruments for purposes of this resolution.

Fire Department

20. Resolution No. 5504 Agreement with Maricopa Medical for Ambulance Services
Move City Council pass and adopt Resolution No. 5504, authorizing the City of Chandler to enter into an amended agreement with Maricopa Medical for the provision of ambulance services.

21. Payment to City of Phoenix for Fire and Emergency Medical Dispatch Services
Move City Council approve payment for fire and emergency medical dispatch services for Fiscal Year 2021-22, in accordance with the current intergovernmental agreement with the City of Phoenix, in the amount of $1,321,186.44.

22. Payment to City of Phoenix for Firefighter Health Services
Move City Council approve payment for Firefighter Physical Examinations for Fiscal Year2021-22, in accordance with the intergovernmental agreement with the City of Phoenix, in the amount of $166,804.

Information Technology

23. Purchase of Electronic Data Management System Annual Maintenance
Move City Council approve the purchase of electronic data management system annual maintenance, from InStream, in the amount of $61,292.

24. Purchase of Annual Support for the Talent Management Suite
Move City Council approve the sole source purchase of annual support for the talent management suite, from Saba Software, Inc., in the amount of $145,307.

Management Services

25. New License Series 7, Beer and Wine Bar Liquor License Application for The SugarBar, LLC, DBA The Sugar Bar
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 07070071, a Series 7, Beer and Wine Bar Liquor License, for Kyle Joseph Hess, Agent, The Sugar Bar, LLC, DBA The Sugar Bar, located at 960 E Warner Road, Suite 6, and approval of the City of Chandler, Series 7, Beer and Wine Bar Liquor License No. 301053.

26. License Series 12, Restaurant Liquor License Application for Bourbon Richard’s, LLC, DBA Rosati's Pizza
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 153309, a Series 12, Restaurant Liquor License, for Jeffrey Craig

Miller, Agent, Bourbon Richard's, LLC, DBA Rosati's Pizza, located at 1050 E. Ray Road, Suite 2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301274.

Mayor and Council

27. Appointment of City Manager and Approval of Employment Agreement
Move City Council appoint Joshua Wright as City Manager and approve an Employment Agreement for the term of August 13, 2021, through June 30, 2022, with an annual base salary of $261,500.

Police Department

28. Purchase of Armored Rescue Vehicle Replacement
Move City Council approve the purchase of an armored rescue vehicle, from Lenco Armored Vehicles, Inc, utilizing City of Tempe Contract No. T22-003-01, in the amount of $350,900.30.

Public Works and Utilities

29. Introduction of Ordinance No. 4979 Repealing Ordinance No. 4964 (Authorizing the Sale of a Parcel of City-Owned Land at the Southwest Corner of McQueen Road and Pecos Road to WNDG, LLC, an Arizona Limited Liability Corporation) and Authorizing the Sale of a Parcel of City-Owned Land at the Southwest Corner of McQueen Road and Pecos Road to Copper state West, Inc.
Move City Council introduce and tentatively adopt Ordinance No. 4979 repealing Ordinance No. 4964 (authorizing the sale of a parcel of City-owned Land at the southwest corner of McQueen Road and Pecos Road to WNDG, LLC, an Arizona Limited Liability Corporation) and authorizing the sale of a parcel of City-owned land at the southwest corner of McQueen Road and Pecos Road to Copper state West, Inc., for the sum of $500.00.

30. Resolution No. 5503, Authorizing the City of Chandler to Enter into an Agreement to Share Costs Associated with Seeking to Obtain Approval for the Operation of the Flood Control Space in Modified Roosevelt Dam under a Temporary Deviation to the Water Control Plan Among Various Participating Entities and Salt River Agricultural Improvement and Power District
Move City Council pass and adopt Resolution No. 5503, authorizing the City of Chandler to enter into an agreement to share costs associated with seeking to obtain approval for the operation of the Flood Control Space in Modified Roosevelt Dam under a temporary deviation to the Water Control Plan among various participating entities and Salt River Agricultural Improvement and Power District in the amount of $61,347.

31. Agreement No. ST7-750-3808, Amendment No. 3, with Arizona Materials, LLC, for Ready Mix Concrete Materials
Move City Council approve Agreement No. ST7-750-3808, Amendment No. 3, with Arizona Materials, LLC, for ready mix concrete materials, in an amount not to exceed $70,000, for a one-year period, August 1, 2021, through July 31, 2022.

32. Agreement No. PW0-285-4197, Amendment No. 1, with AM Signal, LLC; Clark Transportation Solutions; JTB Supply Company; and Sierra Transportation Technologies, for Traffic Signal Equipment
Move City Council approve Agreement No. PW0-285-4197, Amendment No. 1, with AM Signal, LLC; Clark Transportation Solutions; JTB Supply Company; and Sierra Transportation

Technologies, for traffic signal equipment, in a combined amount not to exceed $720,000, fora one-year period, September 1, 2021, through August 31, 2022.

33. Agreement No. PW1-885-4313, with Aquafit Chlorination Systems, LLC; Calgon Carbon Corporation; CarbPure Technologies, LLC; DPC Enterprises, L.P.; Hill Brothers Chemical Company; Momar, Inc.; Polydyne, Inc.; Salt Works; Solenis, LLC; Thatcher Company of Arizona, Inc.; TR International Trading Company; Univar Solutions USA, Inc.; and Waternuts Aquatic Enterprise, Inc., dba Commercial Pool Repair, for the Purchase of Water Treatment Chemicals
Move City Council award Agreement No. PW1-885-4313 to Aquafit Chlorination Systems, LLC; Calgon Carbon Corporation; CarbPure Technologies, LLC; DPC Enterprises, L.P.; Hill Brothers Chemical Company; Momar, Inc.; Polydyne, Inc.; Salt Works; Solenis, LLC; Thatcher Company of Arizona, Inc.; TR International Trading Company; Univar Solutions USA, Inc.; and Waternuts Aquatic Enterprise, Inc., dba Commercial Pool Repair, for the purchase of water treatment chemicals, in a combined amount not to exceed $9,025,100, for a one-year term, August 15, 2021, through August 14, 2022, with the option of up to four one-year extensions.

34. Payment of Membership Dues to Arizona Municipal Water Users Association
Move City Council approve payment of fiscal year 2021-2022 membership dues to the Arizona Municipal Water Users Association in the amount of $101,948.

35. Purchase of Water Treatment Chemicals
Move City Council approve the purchase of water treatment chemicals, from Thatcher Company of Arizona, Inc., utilizing Omnia Partners Contract No. 212528, and from Brenntag Pacific Inc., Hill Brothers Chemical Company, and Thatcher Company of Arizona, Inc., utilizing City of Mesa Contract No. 2020135, in a combined amount not to exceed$3,890,462, for a one-year term, August 15, 2021, through August 14, 2022, and authorize the City Manager or designee to sign linking agreements.

36. Professional Services Agreement No. EN2201.451, with Kitchell CEM, Inc., for On-Call Program and Construction Management Services
Move City Council award Professional Services Agreement No. EN2201.451, to Kitchell CEM,Inc., for On-Call Program and Construction Management Services, in an amount not toexceed $750,000 per year, for a two-year term, with the option of one (1) two-year extension.

37. Professional Services Agreement No. ST2009.201, Amendment No. 1, with Premier Engineering Corporation, for the Dobson Road Improvements at Intel Driveways #1and #4 Design Services
Move City Council award Professional Services Agreement No. ST2009.201, Amendment No.1, to Premier Engineering Corporation, for the Dobson Road Improvements at Intel Driveways#1 and #4 Design Services, increasing the contract limit by $72,751.13, for a revised contract amount not to exceed of $239,573.13.

38. Professional Services Agreement No. WA2104.201, with Hazen and Sawyer, P.C., forthe Pecos Surface Water Treatment Plant Filter Media Replacement Design Services
Move City Council award Professional Services Agreement No. WA2104.201 to Hazen and Sawyer, P.C., for the Pecos Surface Water Treatment Plant Filter Media Replacement Design Services, in an amount not to exceed $471,270.

39. Professional Services Agreement No. WA2106.201, with Dick & Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Laboratory and Administration Building HVAC Renovations Design Services
Move City Council award Professional Services Agreement No. WA2106.201 to Dick &Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Laboratory and Administration Building HVAC Renovations Design Services, in an amount not to exceed$375,889.

40. Professional Services Agreement No. WA2110.101, with Stantec Consulting Services Inc., for the Hydraulic Modeling Support Consultant Services
Move City Council award Professional Services Agreement No. WA2110.101, to Stantec Consulting Services Inc., for the Hydraulic Modeling Support Consultant Services, in an amount not to exceed $100,000.

41. Professional Services Agreement No. WW2108.101, with Jacobs Engineering Group, Inc., for the Reclaimed Water System Study Design Services
Move City Council award Professional Services Agreement No. WW2108.101 to Jacobs Engineering Group, Inc., for the Reclaimed Water System Study Design Services, in an amount not to exceed $420,400.

42. Professional Services Agreement No. WW2111.202, with Wilson Engineers, LLC, for the Chandler Heights Road Utility Relocations Design Services
Move City Council award Professional Services Agreement No. WW2111.202 to Wilson Engineers, LLC, for the Chandler Heights Road Utility Relocations Design Services, in an amount not to exceed $499,940.

Consent Agenda Motion and Vote

Vice Mayor Stewart moved to approve the Consent Agenda of the August 12, 2021, Regular City Council Meeting; Seconded by Councilmember Roe.

COUNCILMEMBER ORLANDO declared a conflict of interest on Consent Agenda Item No. 17.

Motion carried unanimously (7-0) with the exception of Consent Agenda Item No. 17 which passed unanimously (6-0), Councilmember Orlando declaring a conflict of interest.

Briefing

43. Briefing on COVID-19 as requested by Councilmember Harris

TOM DWIGGINS, Fire Chief, presented the following presentation.

- COVID-19 Update
- COVID-19 Infection Rate
    - United States
        - 11.2% Percentage of Population
    - Arizona
        - 13.2% Percentage of Population

- Maricopa County
  - 12.9% Percentage of Population
- City of Chandler
  - 13% Percentage of Population

MAYOR HARTKE asked if this was an accumulation from the first case.

CHIEF DWIGGINS said yes, this is cumulative.

COUNCILMEMBER LOPEZ asked if this included antibody testing or only viral positives.

CHIEF DWIGGINS said this is only PCR positive tests and not antibody tests.

CHIEF DWIGGINS continued the presentation.

- Arizona COVID-19 Daily Count Comparison
  - COVID-19 Daily Case Count
    - June 29, 2020
      - 5,510
    - January 4, 2021
      - 12,393
    - August 2, 2021
      - 3,125
- Vaccination Rate % of population with at least one dose
  - United States
    - 59.1% Percentage of Population
  - Arizona
    - 53.8% Percentage of Population
  - Maricopa County
    - 49.7% Percentage of Population
  - City of Chandler
    - 54.2% Percentage of Population
- Hospital Data Comparison
  - High point within the month
  - July 2020
    - COVID-19 Inpatient Count 3,517
    - COVID-19 ICU Count 970
    - COVID-19 ER Count 2,008
    - COVID-19 Ventilator Count 687
  - January 2021
    - COVID-19 Inpatient 5,082
    - COVID-19 ICU Count 1,183
    - COVID-19 ER Count 2,341
    - COVID-19 Ventilator Count 821
  - July 2020
    - COVID-19 Inpatient Count 1,527
    - COVID-19 ICU Count 385

        - COVID-19 ER Count 1,501
        - COVID-19 Ventilator Count 219
- CDC Recommendations
    - Vaccines
        - Three vaccines available Moderna, Johnson and Johnson, Pfizer
    - Masks
        - CDC is recommending the use of masks when indoors in public when you are in an area of substantial high transmission
    - Social Distance
        - Put six feet of distance between yourself and people who don't live in your household
    - Hygiene
        - Wash your hands often with soap and water for at least 20 seconds
- Vaccines.gov/search

COUNCILMEMBER HARRIS said many people have reached out about masks and asked if the priority was to get vaccinated and then use the mask as a protocol to reduce the spread.

CHIEF DWIGGINS said yes, the number one priority is to get vaccinated as it is the best thing to do to protect yourself from COVID-19 and then different variants. Chief Dwiggins said the City follows CDC protocols and masks are advised to be used indoors in high areas to prevent the spread.

COUNCILMEMBER HARRIS said there is a lot of misinformation on social media and asked if there has been any major defects or side effects from the vaccines.

CHIEF DWIGGINS said they defer to the professionals and the Fire Department had a virologist from the State discuss the vaccine. There are adverse reactions such as having a fever or feeling run down, occasionally there are other issues that are extremely rare. Chief Dwiggins said he has not seen a study that shows a consistent disease and if there are side effects it is equivalent to what you would see in an aspirin or Tylenol study where there is always a chance of reaction.

COUNCILMEMBER HARRIS asked if the Chief's recommendation was to get vaccinated.

CHIEF DWIGGINS said yes, based on his conversations with the professionals the number one priority is to get vaccinated.

COUNCILMEMBER ELLIS asked about the shortage of nurses and if the trend for healthcare professionals is to mandate the vaccine or if it will remain optional.

CHIEF DWIGGINS said right now there are hospital systems that are mandating the vaccines such as Valleywise, Banner, and Dignity. Chief Dwiggins said no one knows what will happen when that mandated date arrives.

COUNCILMEMBER ORLANDO said the emergency use approval is a legitimate concern for citizens and said the FDA is looking at approval as soon as possible and asked if the Chief had an update regarding that.

CHIEF DWIGGINS said the subject did come up and there was speculation it may occur within the next few weeks for one of the manufacturers; the other two have not applied yet. Chief Dwiggins said he has heard the concerns and some were waiting for the approval to get the vaccine but did not have exact numbers.

COUNCILMEMBER ORLANDO said Chandler is at 54.2% and asked for a zip code breakdown.

CHIEF DWIGGINS presented the following information.

- Chandler Zip Code Data
  - 85224
    - Population 43,834
    - % POS 14%
    - % VAC 55%
  - 85225
    - Population 70,356
    - % POS 15%
    - % VAC 47%
  - 85226
    - Population 39,156
    - % POS 12%
    - % VAC 58%
  - 85248
    - Population 35,040
    - % POS 12%
    - % VAC 50%
  - 85249
    - Population 39,618
    - % POS 13%
    - % VAC 61%
  - 85286
    - Population 44,885
    - % POS 15%
    - % VAC 56%

COUNCILMEMBER ORLANDO asked if the correlation of those vaccinated match the number of cases that are being seen.

CHIEF DWIGGINS said they track specific zip code data every day for about a year and stopped about four months ago. The zip code 85225 will always have the most cases as it is double the size of some zip codes. Chief Dwiggins said staff would begin tracking as the delta variant is out there and would see how many cases there are versus the number vaccinated.

COUNCILMEMBER ELLIS asked about congregate care and the elderly vaccination rate.

CHIEF DWIGGINS said a Task Force was set up with all of the nursing homes to bring them together to share resources and best practices during the first wave and by the second wave they were doing

much better. Chief Dwiggins said this week, they reestablished contact and all six of the larger nursing homes are doing outstanding. Their internal policies are in place, so they know how to navigate this and about 90% of their residents are vaccinated and a good portion of their work force is vaccinated. They are also tested twice a week and have 30 days of PPE. Right now, they have no needs from the City.

COUNCILMEMBER ELLIS thanked staff for their work on this.

44. Briefing on eviction prevention and utilities assistance as requested by Councilmember Harris

LEAH POWELL, Neighborhood Resources Director, presented the following presentation.

- Emergency Rental Assistance Program Update
- Emergency Rental Assistance Program Timeline
    - AZ Eviction Moratorium
        - March 24, 2020
        - July 22, 2020
        - Oct. 31, 2020
    - CDC Eviction Moratorium
        - Sept. 4, 2020
        - Dec. 31, 2020
        - March 31, 2021
        - June 30, 2021
        - July 31, 2021
        - Aug. 3, 2021
        - Oct. 3, 2021
    - CARES Act passed March 27, 2021
    - Council approved initial plan April 23, 2020 and final plan May 14, 2020
    - Chandler received ERA 2.0 Jan. 15, 2021
    - Chandler approves expenditure and allocation of ERA 1.0 Feb 25, 2021
    - ERA 1.0 Program begins March 26, 2021
    - Chandler received ERA 2.0 May 7, 2021
    - Proposed allocation of ERA 2.0 TBD
- Services and Expenditures Thru July 31, 2021
    - 439 unduplicated households served
    - $3,624,417.61 total expenditures
    - Households
        - Households 432
        - Total Expenditures $3,263,107.22
        - Average Expenditures Per Household $7,321.51
    - Utilities
        - Households 358
        - Total Expenditures $388,310.39
        - Average Expenditures Per Household $1,084.67
    - Water
        - Households 70
        - Total Expenditures $50,078.91

        - Average Expenditures Per Household $715.41
- Chandler Cares Team
    - Types of Assistance Requested
        - Rent and Mortgage 511
        - Utilities 763
        - Other 200
    - 1,089 resident contacts to date
    - 878 agency referrals to date
    - Contacted 316 residents on court calendar for evictions
    - 222 flyers distributed to agencies in Chandler
- Eviction Case Monitoring
    - Identified contact information for 418 households
    - Connected with 316 households
    - Successfully provided assistance and prevented 119 households from being evicted
    - Eviction Prevention
        - Total Connections 316
        - Eviction Successfully Prevented 119
        - Households Evicted 197

COUNCILMEMBER LOPEZ asked if there were reasons listed for those who were evicted.

MS. POWELL said they did not have specific data but there are reasons people get evicted that does not have to do with late rent which makes the success rate higher.

MS. POWELL continued the presentation.
- Remaining Assistance Available
    - $4 million ERA 1.0 still available
    - $6 million ERA 2.0 to be available
    - Past due rent and future payments, fees, utilities, deposits and move-in assistance

COUNCILMEMBER ELLIS asked how staff is looking to reach those who need this assistance but may not be aware of it or overcome the stigma of taking the assistance.

MS. POWELL said recently staff attended the meeting the teacher night at Galveston and staff signed up about 40 people that evening out of 200 who attended. Ms. Powell said they also looking to be out in the community more such as setting up a table at grocery stores and getting information out through the nonprofits.

COUNCILMEMBER ELLIS said For Our City is a great partner as well as the faith organizations as that is where many people go when they are in need.

COUNCILMEMBER LOPEZ asked if there is a time requirement for the additional funding that has to be spent.

MS. POWELL said September 2022 but the dates have been changing.

COUNCILMEMBER LOPEZ said for the ERA 2.0 funds is the time period the same.

RIANN BALCH, Community Resources Manager, said ERA 2.0 is 50% by March 31, 2022.

COUNCILMEMBER LOPEZ asked about the remaining 50%.

MS. BALCH said 2025 but the date has moved a couple times.

COUNCILMEMBER LOPEZ said there is a concern that a lot of these funds are being left on the table and asked for clarification that the intent is to extent beyond 2021/2022 as the impacts may not be realized until later.

MS. POWELL said the money came out and then the rules come out later, so it takes some time for the money to be spent. Now there is a process in place please are able to start spending quicker.

COUNCILMEMBER HARRIS said it is great to have these clarifying conversations. Councilmember Harris said other cities are taking a long time to get the funds out and asked how fast Chandler is able to get someone from start to finish.

MS. POWELL said currently, if a complete application is received, it is 15 business days from the application to the payment to the landlord.

COUNCILMEMBER HARRIS asked if that is done via check or ACH.

MS. POWELL said most of it is done ACH but there are checks sometimes. If it is a landlord that has multiple payments or properties it can be done faster.

COUNCILMEMBER HARRIS asked if the tenant receives a document stating they were approved for these funds.

MS. POWELL said there is documentation from AZCEND that they were approved before the check gets to the landlord. That is typical whenever there is rental assistance and that Promise to Pay can be used in court to stop an eviction.

MS. BALCH said AZCEND is also making phone calls to the landlords and drop of checks if they need it same day.

COUNCILMEMBER HARRIS asked what type of document is needed when someone applies.

MS. POWELL said there is income documentation, tax returns, W-9, and a copy of the lease, and proof of relation to COVID-19 that this was caused by COVID-19.

COUNCILMEMBER HARRIS asked if that was generally a letter from an employer or a doctor.

MS. POWELL said there are those types of documentation or there are certain situations where self-attestation is allowed.

COUNCILMEMBER HARRIS thanked staff for all of their work and going beyond the call of duty. Councilmember Harris encouraged residents to reach out if they need assistance and spread the information.

Informational

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

46. Study Session and Regular Minutes of June 16, 2021, Planning and Zoning

Unscheduled Public Appearances

None.

Current Events

Mayor's Announcements

MAYOR HARTKE said the Tokyo Olympics came to an end last weekend and congratulated all of the Olympians. Arizona had 17 athletes that represented Team USA, including Chandler's Jamie Westbrook who competed in baseball and received a silver medal. Skateboarding made its Olympic debut with Chandler's Andrew Nicholas as the men's team manager. Mayor Hartke said the Paralympics would begin soon as well which also have Arizona athletes.

MAYOR HARTKE announced Michael Whitaker passed away who was a veteran and passionate volunteer. Mayor Hartke said Mr. Whitaker was involved with the Chandler Exchange Club, responsible for putting out thousands of flags on September 11, and spearheaded the Race Across America program. Mayor Hartke said there would be a celebration of life at Valley of the Sun cemetery.

MAYOR HARTKE said on August 14 from 6-10 p.m. at Desert Oasis Aquatics Center, there is a free dive in movie.

Council's Announcements

COUNCILMEMBER HARRIS announced Nancy Ritter, a member of American Legion Post 35, passed away. Councilmember Harris said she was a huge contributor to the City.

COUNCILMEMBER LOPEZ encouraged people to be mindful while driving through the neighborhoods and near the schools now that school is back in session.

VICE MAYOR STEWART wished his wife a happy birthday.

COUNCILMEMBER ROE encouraged residents to reach out to the non-profits as they are always in need of assistance not just around the holidays.

COUNCILMEMBER ELLIS said Christine Ringer lost her brother and father and announced there would be a celebration of life.

COUNCILMEMBER ELLIS said there is a need for landlords to get people into homes. There are incentives for landlords and encouraged landlords to consider it as there are 3500 on the waiting list with vouchers.

City Manager's Announcements

MAYOR HARTKE congratulated Joshua Wright for being appointed City Manager.

JOSHUA WRIGHT, City Manager, thanked Council for their support and said it has been a privilege to work with Council to achieve their vision. Mr. Wright said he is excited to serve the community and work with the outstanding staff. Mr. Wright thanked staff for all of their work and their support as well.

Adjourn

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

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: August 26, 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 12th day of August 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of August, 2021.

_____

City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Clerk's Office** **Memo No.** 21-017

Date:	August 26, 2021
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	Agreement with Voatz, Inc., for Mobile Voting Pilot Program

Proposed Motion:

Move City Council approve the professional services agreement with Voatz, Inc., to conduct a mobile voting pilot program, in an amount not to exceed $50,000.

Background/Discussion

The City of Chandler is a community of innovation that pilots innovative ideas to promote efficiency, productivity and connectivity.

In 2019, the City began exploring methods to utilize blockchain technology to offer a secure method of voting that would enable citizens to vote on a mobile device. The Council approved a budget amendment in its FY2019-20 budget to research mobile voting using blockchain technology. City staff had conversations with election officials in other states who had experience using mobile voting in elections to learn about their experiences. Staff also discussed mobile voting with the Maricopa County Recorder's Office and learned that the County was not interested in considering a mobile voting option at that time. To offer a mobile voting option in any future election the idea to utilize mobile voting would need to be considered in partnership with the County.

Pilot Program Proposal

To further the idea of testing mobile voting technology the City is proposing a Mobile Voting Pilot Program that would allow the City and Chandler residents an opportunity to experience a mobile voting platform outside of an election environment. The pilot would not affect the results of the upcoming bond election or any future City elections.

The program would provide an opportunity for residents to experience voting via a mobile device, an opportunity to gauge community preference for a mobile voting option in future elections, provide current and future voters the opportunity to experience an innovative way to vote, and enable the City of Chandler to obtain experience using mobile voting platform functions such as voter verification and audit reporting, prior to it being conducted in a real election. One of the key goals of the pilot program is to evaluate the effectiveness of the auditing capability by encouraging citizens to participate in the process directly using the convenience and security of their smart devices.

Pilot Program Timeline

With Council approval the timeline fo the pilot program would be as follows.
September 1 - November 1, Administration preparation for pilot program.
November 8, Community outreach and engagement begins.

November 9 - 30, Allow citizens to sign up and cast a vote in the pilot environment.
November 30, Last day to vote in the pilot program.
December 1 - 3, Tabulation and audit period.
December 9, Present the findings of the pilot program to the Council.

Funding
To conduct the Mobile Voting Pilot Program staff is requesting Council approval to enter into a contract with Voatz, Inc., who will provide the platform to conduct the pilot. The cost is $30,000 to set up the mobile voting pilot plus $2 per participating voter, with the total amount of the contract not to exceed $50,000. Funding for the pilot program is available in the City Clerk's election budget.

Attachments

Voatz Agreement

2021 MOBILE VOTING PILOT CONTRACT

This CONTRACT ("**Agreement**"), effective as of the date of the last signature hereto (the "**Effective Date**"), is by and between Voatz, Inc. a Delaware corporation ("**Voatz**"), and The City of Chandler, AZ (the "**City**"). Each of Voatz and the City are referred to herein as a "Party," and collectively, the "Parties."

WHEREAS, Voatz is a vendor experienced in conducting voting utilizing its innovative and highly secure blockchain-based mobile voting platform;

WHEREAS, the City desires to pursue implementation of a blockchain-secured, mobile voting solution (the "**Solution**") for any of the following: a non-binding election, a poll ballot, and/or a budget survey ballot with local residents and local students as voters (the "**Implementation"**) as a pilot demonstration of the Solution;

WHEREAS, Voatz may partner with third party service providers and other contractors and vendors in the delivery of the Solution for the Implementation; and

WHEREAS, Voatz desires to facilitate the development of the Solution at a cost of $30,000 plus $2 per participating voter with the total project amount not to exceed $50,000 as further set forth in Exhibit B and subject to terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
PROJECT

I.1 Project. The Parties shall use commercially reasonable efforts to facilitate the development and implementation of the Project in accordance with their respective responsibilities as set forth in Section I.2, and as otherwise provided in this Agreement.

I.2 Responsibilities of the Parties. For the Project, each Party shall provide reasonable assistance and cooperation to the other. Each Party shall undertake the specific obligations set forth below and in Exhibit A hereto.

(a) Voatz shall perform all necessary technology development and deployment services in order to develop and implement the Solution for the Project, including by fulfilling its obligations set forth on Exhibit A hereto. The timeline for Voatz's various obligations is set forth in Exhibit A. Voatz acknowledges that meeting these obligations is essential for the successful implementation of the Project. Voatz shall

promptly inform the other Party in writing if it determines it cannot meet any obligation but no less than five (5) business days prior to Voatz failure to meet an obligation. Voatz shall have the right to subcontract its obligations hereunder to third parties subject to the City's written consent, which consent shall not be unreasonably withheld, if Voatz subcontracts any services under this Agreement, Voatz shall at all times remain responsible and liable for the acts and omissions of such subcontractors as if they were the acts and omissions of Voatz.

(b) Voatz shall provide the City with explanatory materials about blockchain technology and the Project, including by fulfilling their obligations set forth on Exhibit A hereto.

(c) The City shall provide Voatz with information and materials necessary for the development and deployment of the Solution for the Project that the City possesses and which the City can legally provide. The City shall tabulate and record the votes that have been cast using the Solution, and shall update its voter records, including by fulfilling its obligations set forth on Exhibit A hereto.

(d) Voter data shall be used for the sole purpose of deploying the Solution for the Project and Project Review. Voatz shall take all necessary precautions to ensure that voter data protected from public disclosure in compliance with all federal and state laws.

I.3 Funding.

(a) *Project Funding.* The Solution for the Project shall be developed and deployed at a cost as detailed in Exhibit B.

(b) The Project Funding constitutes full and complete consideration for the Solution and the Project, and the services rendered by Voatz under this Agreement.

I.4 Publicity. Voatz and the City shall cooperate in to notify eligible voters of the opportunity to participate in the Project. After the Project Review described in section I.5, the Parties shall coordinate with respect to future public announcements and press opportunities to publicize the Project. Other than use of the other Parties' names in connection with publicity coordinated through this Section I.4, this Agreement does not grant any Party the right to use any name, trademark, service mark, trade name, logo, symbol, or other designation of origin of any other Party without the prior written approval of such Party.

I.5 Project Review.

(a) Within thirty (30) days following completion of the Project, the Parties shall meet to discuss the outcome of the Project and any lessons that can be applied to other Projects or expansions of the program going forward. For clarity, any discussions under this Agreement may occur by teleconference or other similar means.

(b) In connection with the foregoing discussions and to the extent permitted by law, the City will make publicly available data (no personally identifiable information will be provided) from the Project, including the number of eligible voters who were presented with the Solution, how many accessed the Solution but did not use it, and how many used the Solution available to Voatz. Voatz may use this data in connection with other voting projects and in other ways they deem appropriate to facilitate the broader adoption of blockchain-based solutions, including development of a use case and roadmap for other cities and states to use in going mobile.

(c) Voatz will generate a report for the City regarding the implementation and results of the Solution in the Project, including recommendations for improvement.

(d) Parties may choose to select a third-party provider to conduct an independent post-election audit of the City and Voatz's data and systems to confirm the accuracy of the count and ensure the validity of the results.

Article II
REPRESENTATIONS AND WARRANTIES

II.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Parties that:

(a) it has the full right, power, and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations hereunder,

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized,

(c) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, and

(d) it will perform its obligations under this Agreement with the standard of care usually and reasonably expected in its trade, industry, or profession.

II.2 Additional Representations and Warranties of Voatz. Voatz represents and warrantees to the City that:

(a) the cloud services and cloud servers utilized to provide the Voatz Solution reside in the United States of America;

(b) personally identifiable information collected through the Voatz Solution will be purged as soon as practicable and will be retained only as long as necessary for completion of the Project or to comply with document retention standards provided by the City;

(c) the City will not have any role in nor responsibility for collection of personally identifiable information that is temporarily stored through the Voatz solution; and

(d) the City will have no access to the personally identifiable information that is temporarily stored through the Voatz solution.

II.3 Disclaimer of Representations and Warranties. Other than as expressly stated in this Article II, each Party understands that no Party hereto is representing or warranting under this Agreement in any way, and each Party hereby disclaims all representations and warranties as to the Solution for the Project, including as to the viability, functioning, value, merchantability, fitness for a particular purpose, of any materials or technology developed under the Solution, as well as to the validity, enforceability, non-infringement, or scope of the intellectual property incorporated therein.

II.4 Insurance. At all times during this Agreement, Voatz shall maintain Technology Professional Liability (Errors and Omissions) insurance with limits not less than
$1,000,000 per occurrence / $2,000,000 annual aggregate from insurers with an A.M Best rating of no less than A:VII. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Voatz in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for security breach response costs and credit monitoring expenses, as well as regulatory fines and penalties. Voatz shall furnish to City original Certificates of Insurance upon request.

Article III
TERM AND TERMINATION

III.1 Term. This Agreement shall commence as of the Effective Date and, unless terminated earlier in accordance with this Article III and shall expire six months after the Effective Date.

III.2 Termination. This Agreement may be terminated:

a) By the City if at any time it determines in its sole discretion that Voatz will not be able to perform the obligations set forth in Exhibit A, or that the Solution or Project is not in compliance with the laws of the City of Chandler or the State of Arizona; or

b) For convenience by City upon not less than 30 days' written notice to the other Parties;

c) By any party upon bankruptcy or insolvency of any other Party; or

d) Upon the mutual agreement of all of the Parties at any time.

III.3 Cumulative Remedies. All rights and remedies provided in this Agreement, including termination of the Agreement pursuant to this Article III, are cumulative and not exclusive, and the exercise by any Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

Article IV
INTELLECTUAL PROPERTY

IV.1 License and Retention of Rights. All intellectual property which was or is owned or developed by Voatz prior to, during or after the Project, including the Solution, and any improvements thereto (collectively, "**Voatz Intellectual Property**") is and shall remain the property of Voatz. Voatz hereby grants to the City a non-exclusive, non- transferable, non-sublicensable, limited license to use the Voatz Intellectual Property solely to the extent necessary to use the Solution during the Project, and the City will have no other right, title or interest in the Voatz Intellectual Property, whether express or implied.

Article V
MISCELLANEOUS

V.1 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and no Party shall have authority to contract for or bind the other Parties in any manner whatsoever.

V.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section V.2.

If to Voatz:

Voatz, Inc.
50 Milk St, 11th Floor
Boston MA 02109
Email: legal@voatz.com
Attention: Geoffrey Dickson

If to City of Chandler:

_____
_____
_____
Email:_____
Attention:_____
Title:_____

V.3 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

V.4 Assignment. None of the Parties hereto may assign or otherwise transfer its rights, or delegate or otherwise transfer all of its obligations or performance, under this Agreement without the consent of the other Parties; provided, that the City may assign the Agreement to another Chandler City agency, board or commission upon thirty (30) days' prior written notice. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

V.5 Entire Agreement. This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

V.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other entity or Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

V.7 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

V.8 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

V.9 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties.

V.10 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona and City of Chandler without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Arizona and City of Chandler.

V.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

CITY OF CHANDLER
CONTRACT SIGNATURE PAGE

CITY OF CHANDLER

_____

Title/Signature

Date: _____

VOATZ INC.
CONTRACT SIGNATURE PAGE

VOATZ, INC.

Authorized Signatory

Date: 25-August-2021

EXHIBIT A

1. Project Scope

Project Features and Controls

The major features and modules proposed to be included in this voting platform are:

- Eligible voter recruitment (students and registered voters)
- Voter identity verification using government issued ID documents, and an anonymous QR code for others if needed
- Voting on personal smartphones and optional voting kiosk tablets
- Immutable recording of all votes on the Voatz blockchain
- Web-based Election Administration, Results/Tallying & Tracking Reports
- Demonstration to Maricopa County of the ability to interface with Dominion's EMS system (or the ClearBallot system) and to print scannable, auditable paper ballots

The platform will be initially sized to support the following:

- All eligible voters in the city as well as the 13-17 year students, from participating schools, if desired
- Two voting events in 2021 (estimated to be conducted during August/September and November/December)
- Design of the city's poll ballot for August/September 2021 and a budget survey ballot in November/December 2021, including any number of ballot questions/contests the city or school district requests
- Up to 5 administrative user licenses

2. Initial Preparation

Project Planning

The City of Chandler and Voatz will designate 1 project lead on each side that will assume ownership of coordinating and managing the various aspects of the Election.

Initial Checklist

- Eligible voter list delivery to Voatz
- Finalization of the verification data for the voters and authentication process
- Voting window dates
- Ballot questions and meta data

- Ballot proofing

- Post-election requirements

- Coordination with the City officials and Maricopa County as needed to allow them to witness applicable parts of the election

3. Project Development

Server Hardware

- The server-side components of the platform (including all the server nodes) will be hosted on the Voatz high security cloud infrastructure in the US/Canada.

- All data will be fully encrypted at various levels and will not be accessible to any 3rd party.

Supported Mobile Devices Platforms

- The following smartphone platforms will be supported:
    - iPhone 6s or later (running IOS 12.4+)
    - Android phones running Android OS version 9+ (including KNOX support)

- The following tablet platforms are supported:
    - iPad 3 or later (running IOS 12.4+)

Language Support

- All interfaces will be available in English.

- Additional language support can be added as an additional customization.

Training & Support

- **Voatz will provide business hours support via phone and email during the election voting window to ensure a smooth functioning of all the aspects of the voting and tallying process.**

Voatz obligations:

- Provide a comprehensive voting solution to the City for use in multiple voting events during 2021
  The main components of the solution would include:
    - iOS and Android smartphone applications for voter sign-up, credentialing, ballot marking, signature capture, submittal, and confirmation messaging.

    - Possible use of tablets as voting kiosks for younger students.
    - Administrative web portal for return, processing, proofing, and tracking of ballots.
- Training and support to the City for the duration of the Project
- Provide technical support to voters.
- Provide voter education materials to the City for use in explaining how the Voatz solution works including its security features.
- Provide reasonable resources to the City to assist in responding to inquiries about the Project.
- Ensure the City has access to the information they need to communicate effectively about the solution with voters, the media, and key stakeholders as needed.
- Monitor and evaluate the deployment of the Project and capture key insights from the deployment that could facilitate future scaling.
- Support preparation of a report (after the Project has concluded) on the performance of the Solution and the success of the Project for public distribution and to inform future scaling.
- Participate in independent post-election audit of data and systems.
- Include Maricipa County election officials in parallel election activities as requested.
- Provide a demonstration of the Voatz platform to Maricopa County as requested.

City obligations:

- Provide access to the following resources as needed for Voatz to design the ballot, and to develop and deploy the Solution:
    - List of eligible voters to use the Mobile App or Web App
    - List of administrative personnel who would need access to the Admin Terminal.
    - Any specific logos or branding for the City ballots.
- Inform eligible voters about the Solution and the voting events.
- Convert the data file to be provided by Voatz into paper ballots that can be tabulated by the City's voting systems (or using a tabulator provided by Voatz) as requested.
- Tabulate votes from the Project, and update any necessary records, including voter files.
- Share data with the Parties in accordance with Section I.5(b), including regarding the number of ballots cast using the Solution as determined through such tabulation.
- Participate in independent post-election audit of data and systems.

EXHIBIT B - PRICING

Fee	Cost	Discount (where applicable)	Subtotal
One Time Onboarding Fee	$5,000		$5,000
Annual Licensing Fee	$10,000+	Waived for Early Adopters for 2021	$0
2021 Election Project Fees (covers both voting events in 2021)	$25,000		$25,000
Election Fee per Participating Voter (PV)	$2.00		Subject to participant count*
2021 City Fees Estimated Total:			**$30,000 + $2 per participating voter***

***the total project amount not to exceed $50,000 regardless of the final number of participating voters.*

Billing	
On Contract Signature	50% of Setup, Licensing, and Project fees
One Week Prior to Election Day	50% of Setup, Licensing, and Project fees
Per PV Fee	Billed at close of voting

Upon the satisfactory launch of the project, Voatz requests permission to use high-level (non-confidential) project information as a reference for other projects and PR engagements subject to mutually agreeable guidelines.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Government Relations & Transportation Policy** **Memo No.** TP22-03

Date:	August 26, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Ryan Peters, Government Relations and Policy Manager
From:	Jason Crampton, Transportation Planning Supervisor
Subject:	Shared Mobility Licensing Program

Proposed Motion:

Move City Council pass and adopt Resolution No. 5507 approving the Shared Mobility Licensing Program

Background:

In December 2019, City Council approved a one-year Shared Mobility Pilot Licensing Program. The program expired in December of 2020. The City received interest from multiple companies, but due to the Covid-19 pandemic, no companies ultimately applied to participate in the program. City Council also approved an amendment to Chapter 12 of the City Code that established parking and operating rules for electric scooters and shared mobility devices. The code amendment remains in effect.

The proposed licensing program requires shared mobility (electric scooter and bicycle rental) companies to obtain an approved license agreement with the City prior to staging and renting devices within City right-of-way. The licensing program allows the City to assess fees, terminate licenses, or elect to not renew licenses for any shared mobility company that is not following program rules or being a good partner to the City, while at the same time allowing the City to continue relationships with companies that are following program rules and bringing a positive experience to Chandler. Attachment 2 summarizes licensing program rules and Attachment 3 provides a program license application with sample terms and conditions.

Discussion:

Shared mobility devices such as electric bicycles and electric scooters have become prevalent in many cities in the Valley and across the country. Nationally, the number of trips being taken on shared mobility devices has increased from 321,000 in 2010 to 136,000,000 in 2019. These devices can provide residents with alternative means of transportation for short trips, including connections to transit and Chandler businesses. They can also contribute to fewer vehicle miles traveled and the associated benefits such as reduced congestion, improved air quality, and reduced stress on roadways.

However, when shared mobility devices first entered the market, there were not many regulations in place. Cities began to experience a number of issues such as blocked sidewalks and/or ADA required accessible spaces, an overabundance of devices often placed in a disorderly fashion, and devices left in inappropriate locations (such as in front of a single-family residence) for days or even weeks.

As a result, many cities across the nation, including several Arizona jurisdictions, have developed policies and regulations to address these concerns. Scottsdale adopted an ordinance to amend the City Code to regulate scooter riders and shared mobility companies. Tempe, Gilbert, Phoenix and Mesa have each amended their city/town code to regulate scooter riders and require shared mobility companies to obtain a license agreement

before being allowed to operate in each municipality. Cities that require license agreements have experienced significantly fewer negative issues associated with shared scooters and bicycles as a result of these policies.

Public Outreach: In preparing the 2020 Shared Mobility Pilot Program, staff conducted a public survey, business survey, a public meeting and targeted outreach. Additionally, staff reviewed the proposed program with the Airport, Development Services, and Public Works and Utilities Council Subcommittee on September 16, 2019. Feedback was mixed regarding the preference for scooters in the community, but a strong majority of residents and businesses supported the idea of developing regulations to better manage scooters. See Attachment 4 for a summary of public outreach and feedback received.

Transportation Commission: The Shared Mobility Program was reviewed at the August 18, 2021, meeting of the Transportation Commission and was recommended for approval by a vote of (7-0).

Financial Implications:

An application fee of $3,000 will be charged to companies interested in participating in the program. Additionally, use fees of $0.10 per ride provided and penalty fees of $50, $250, and $500 for first, second, and third offenses, respectively, will be assessed. City Council approved these fees in December 2019.

Revenue collections are estimated to be $10,000 - $20,000. This estimate is based on experiences in peer municipalities but may vary due to market conditions and number of participating companies.

Revenues collected will be utilized to offset program administration and enforcement costs.

Attachments

1. Resolution 5507
2. Program Rules
3. Sample Terms
4. Public Outreach Summary

RESOLUTION NO. 5507

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING A PROGRAM FOR THE PURPOSE OF A LICENSING PROGRAM FOR SHARED MOBILITY DEVICES

WHEREAS, the City of Chandler seeks to implement a program to permit the deployment of shared mobility devices by participating companies; and

WHEREAS, planning is required for an efficient and safe transportation system, including the licensing of providers, in order to ensure an adequate quality of life; and

WHEREAS, the City of Chandler's initial pilot program approved through Resolution 5337 expired without any companies applying for or obtaining a license; and

WHEREAS, multiple companies have approached staff asking for a renewed shared mobility program to allow for the operation of shared mobility devices within the City; and

WHEREAS, a program would allow staff the opportunity to study the use of shared mobility devices, allow for public and business community feedback, and collect anonymized data from the pilot program participants to allow staff to conduct analysis and policy formulation.

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

Section 1. Authorize the City Manager, or designee, to adopt, and from time to time, amend the rules governing the operation of shared mobility device and electric scooter sharing system.

Section 2. Authorize the City Manager, or designee, to enter into a license agreement with providers consistent with the terms of this resolution and to perform all acts necessary to give effect to this Resolution.

Section 3. Authorize that the program charge the fees that were established by City Council Resolution and incorporated in the Citywide Fee Schedule based on City Code Chapter 2, Section 17.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5507 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of August, 2021 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachment 2

Shared Mobility Program Rules Summary

Agreement Required – Shared mobility companies must enter into a license agreement with the City. Licenses last for a period of one year and may be renewed by the City for additional one-year periods.

Early Termination – The City will be allowed to terminate an agreement at any time for any reason.

Shared Mobility Device (SMD) Requirements – SMDs must have a functioning headlight, rear reflector or light, and brakes. The maximum speed for SMDs will be 15 miles per hour.

Shared Mobility Fleet – Companies must have a minimum of 50 SMDs and a maximum of 100 SMDs deployed in Chandler. After three months, companies may be permitted to increase fleet size up to 250 SMDs. Fleet expansion may be authorized administratively, but will only be awarded to a company that demonstrates compliance with program rules.

Clustering of Devices – Within the downtown area, scooter and bicycle staging areas are marked, and all SMDs must be parked within these areas. Outside of downtown Chandler, no more than 5 scooters or 3 bicycles may be staged together in a cluster. Clusters must be separated by a minimum of 150 feet, unless otherwise designated by the City. No clusters will be permitted in single-family residential neighborhoods.

Rebalancing Requirements – All SMDs must be collected each night and restaged the following day, unless a company can successfully demonstrate nightly rebalancing that keeps the devices staged in an organized manner and only parked in appropriate areas.

Parking Restrictions – All SMDs must be parked upright and must all be facing the same direction when parked in a group. In downtown Chandler, SMDs may only be parked within designated parking/ staging areas. Elsewhere, SMDs may not be parked in the following locations:

- In a manner that obstructs accessible space as required by federal Americans with Disabilities Act (ADA) law, such as 4' continuous width on sidewalks, curb ramps and landing areas, access to traffic signal push buttons, and wheelchair boarding space at bus stops
- Within 10' of curb ramps, traffic signal push buttons, and fire hydrants
- Within roadway, bike lane, driveway entrance/ exit, or accessible parking space/ loading zone
- On a sidewalk less than 6' in width

- On private property, unless authorized by property owner
- Under the colonnade in downtown Chandler
- In a vegetated area

Enforcement – Companies will have 2 hours to collect or relocate SMDs when given notice that an SMD is parked improperly. If the company does not remove the improperly parked SMD within 2 hours, a penalty fee will be assessed (see below for information on fees). The City may also relocate or impound devices blocking ADA required space if needed.

Data Sharing – Shared mobility companies will be required to share data with the City, including data on each trip taken, a monthly summary of trips, and heat maps showing trip patterns.

Insurance and Indemnification – Shared mobility companies will be required to have insurance and accept indemnification language.

Fees – Each company will be required to pay a one-time $3,000 application fee, and monthly payments based on $0.10 per ride taken each month. For violations, first, second, third and subsequent offenses will be charged at $50/ $250/ $500 per device per day.

Attachment 3

SHARED MOBILITY PROGRAM LICENSE AGREEMENT APPLICATION
SHARED MOBILITY DEVICES (SMDs)

For Transportation Office Use Only
License Number _____ Date issued/effective date_____

Date: _____
State Transaction Privilege License Number: _____
City Business Registration Number:_____
Name of Operating Company: _____
Address: _____
If Different, Address for Billing Purposes: _____
URL and Name of User App: _____
Project Manager Name: _____ Title: _____
Project Manager Phone Number: _____ Email: _____

Narrative: On a separate sheet, please explain in 500 words or less the company's business model, plans for deployment in Chandler (including schedule, number of devices, planned location of devices), names and contact information for key staff located in Arizona, plan for staging, charging, rebalancing and relocating devices, and geofencing capabilities.

By signing this application, the applicant and company agree to the terms and conditions of the license as attached.

Applicant Name: _____ Title: _____
Applicant Phone Number: _____ Applicant Email: _____

_____ _____
Applicant Signature Date

Checklist of Required Documents:

1. Completed license application;
2. Insurance documentation;
3. Indemnity form;
4. Application fee.

Email application and documents to: sasha.pachito@chandleraz.gov, or mail to P.O. Box 4008/ Mail Stop 412/ Chandler, AZ 85244.

All licenses expire on September 30, 2022. Any questions related to this license or the application should be directed to Sasha Pachito at 480-782-3440.

Shared Mobility Device License Sample Terms and Conditions

Definitions -

Shared Mobility Device (SMD): A commercially-rented scooter, bike, skateboard, or any other mobile vehicle, excluding motor vehicles, with a self-containing locking mechanism that does not require locking to a bicycle rack, docking system or other structure.

Operator: The Operator is the entity requesting and issued the right-of-way use license for SMDs.

User: Operator's customer who is legally responsible for the rental and proper use of the SMD.

Staged: Placement of the SMD by the Operator at a location in the community.

Parking surface: Concrete, asphalt, bricks, pavers.

Residential street: A street with a lawful speed limit of 25 mph or less.

Downtown Chandler Area: The area bounded by Chandler Boulevard on the north, Frye Road on the south, Dakota Street on the west, and Delaware Street on the east.

Rebalancing: Collecting all devices that are not in a designated parking area (within Downtown Chandler) or in an appropriate staging location and restaging devices in appropriate locations. Rebalancing also includes ensuring that all devices in appropriate staging locations and in designated parking areas are standing upright, all facing the same direction, and appearing in a neat and orderly fashion.

Section 1 – Shared Mobility Program

1.1 Shared Mobility Program Purpose. The purpose of the Program is to enable private shared mobility companies to provide a service, while allowing the City to assess this new technology and business model, identify how the model does or does not meet City objectives, and make changes to the Program Rules based on an on-going evaluation of the findings. The rules and requirements that govern the Program are meant to ensure that Operators function in a manner that provides for the responsible management of the right of way and promotes the safety of all users of the right of way.

1.2 Program Non-exclusivity. All shared mobility companies who wish to operate in the City shall be permitted to apply for the Program. The City may execute a license agreement with multiple business entities at its sole discretion and no shared mobility company shall take any action to interfere with such agreements.

1.3 Program Duration. The Program shall commence on September 1, 2021, and shall continue indefinitely unless otherwise terminated by the City. The City has the discretion to terminate the Program and any License for any reason at any time without fault or penalty to City. Following termination of the Program, the City shall have no obligation to allow continued operations of

any Operator within the City. Should the City exercise the rights described in this section, the City will provide prior notice to the Operator. Said notice may be provided by email. Should the City's notice require removal of the Fleet from Chandler, an Operator shall have no more than five (5) days from the date of City's notice to remove its entire Fleet unless the City Manager, or designee, specifically agrees to a longer period of time.

1.4 Program Subject to Change. The City of Chandler reserves the right to modify any component of the Program at any time without fault to the City. The City reserves the right to require an Operator to remove some or all of its Fleet from City limits at the sole cost to the Operator. Should the City exercise the rights described in this section, the City will provide prior notice to the Operator. Said notice may be provided by email. Operators have 30 calendar days from the date notice was given to comply with any program changes.

1.5 Program Eligibility. As a condition precedent to the License, and prior to commencement of operations, a shared mobility company shall: (a) apply, procure, and remit payment for a business registration from the City, and (b) submit a Program application together with all documentation and fees as required by the City.

1.6 Program Designee. Operator shall identify one or more designee(s) in the application who are legally authorized to sign on behalf of Operator and execute legal agreements.

1.7 Program Rules. It shall be the sole obligation of the Operator to identify, comply with, and inform all its Users and potential users of all rules. Operator shall also be responsible to ensure compliance with rules by all persons acting on behalf of Operator through or under a License. Operator shall take all measures to ensure that its shared mobility devices are operated in compliance with all rules. All Operators of the Program shall adhere strictly to these Terms herein and the following:

- The Program Rules as may be amended by the City Manager or the City Council;
- All federal, state and local laws, rules, and regulations;
- The Chandler City Code, as amended, including but not limited to Chapter 12; and
- All applicable safety and manufacturer standards and guidelines, including but not limited to terms relating to the age of device users, device speeds, the safe operation of devices, suitable terrains, user warnings, and safety gear and clothing.

1.8 Program Disclaimer. Nothing in these Terms shall be interpreted to mean that, by licensing areas within the City for operations, the City is deeming such areas as suitable or safe for any particular shared mobility device. No shared mobility device shall be structurally altered from the original manufacturer's design. It shall be Operator's sole responsibility to ensure that each of its shared mobility devices is used in a manner that is suitable and safe for that particular type, model, and condition of the shared mobility device. This responsibility includes, but is not limited to, ensuring that all shared mobility devices are operated at safe speeds, operated on suitable terrain, equipped with functioning brakes, and have sufficient lighting and safety features to be operated at night or at other times of limited visibility. This responsibility also includes ensuring

that all shared mobility devices can be safely operated by users in all weather conditions, including in rain and extreme heat conditions.

1.9 Program Conditions. By agreeing to participate in the Program, Operator agrees to assume all risk, costs, and expenses for any and all damages and injuries that may occur due to damage, destruction or collapse of any public property or due to any incompatibility of the operation of the shared mobility with the public property. By agreeing to participate in the Program, the Operator warrants that all shared mobility devices deployed by it in Chandler shall be designed, constructed and maintained so as to be free of any defects in materials or workmanship and shall at all times be safe for members of the public to use in the ordinary course of usage. Operator may terminate its operations within the City at any time with prior written notice to City. Terminating its operations within the City shall not relieve Operator from its obligations under this License regarding indemnification, payment obligations, data sharing and protection obligations, and obligations to repair or restore damage to public property.

1.10 Program License. A License that is executed by Operator and the City Manager shall grant said Operator a revocable license to use License Property within the scope of the Program on a temporary and non-exclusive basis, provided said Operator adheres strictly to Program Rules. The term of each License shall commence on its date of execution and shall continue for a period of one year or until terminated by the City Manager or the Chandler City Council, whichever is first.

1.11 Termination. The City and/or Operator reserve the right to terminate this license at any time for any reason. Upon termination, the Operator's entire fleet of SMDs shall be removed from City right-of-way. Decommissioning shall be completed within 5 calendar days unless the City agrees to a different time period.

1.12 License Renewal. The City may elect to renew expiring licenses for a period of up to one year. License renewals are not guaranteed and will be granted at the City's sole discretion. Upon License Renewal, some conditions of the license may be modified.

1.13 Maximum Fleet Size. A company with an approved license may stage up to 100 shared mobility devices in Chandler during the first three months of having an approved license. After three months, the City may authorize additional SMD's up to a maximum of 250 total SMD's. City authorization for additional fleet will consider the following:

- Operator's overall compliance with license agreement
- Number of complaints against Operator
- Number of rides per staged scooter
- Innovative approaches by company to promote user compliance with program rules
- Overall number of devices already authorized within the city, regardless of company

1.14 Minimum Fleet Size. Within the first 90 days of having an approved license to operate in Chandler, the Operator must maintain an average daily fleet of at least 50 shared mobility devices in Chandler, unless otherwise approved by City.

Section 2 – Parking and Staging

2.1. All shared mobility devices, whether staged by the Operator or parked by a customer after use, must be parked in accordance with City of Chandler Code, Chapter 12.

2.2. Operator shall stage all shared mobility devices upright on a parking surface and facing the same direction. Users shall park shared mobility devices upright on a parking surface.

2.3. No more than five scooters or three bicycles, regardless of Operator, shall be staged in a grouping.

2.4. Groups of two or more shared mobility devices shall be separated by a distance of at least 150 feet, regardless of Operator.

2.5. Within the downtown Chandler area, Operators shall only stage SMDs and Users shall only park SMDs within designated SMD parking areas.

2.6. Operator shall stage, and Users shall park, shared mobility devices so as not to block or impede pedestrian and wheelchair use in compliance with the Americans with Disabilities Act (ADA), including but not limited to the following restrictions:

- A minimum clear width of 48 inches on a walking surface must be accessible at all times. SMD's may not be parked on sidewalk narrower than 6'.
- SMD's may not be parked within 10' of traffic signal push buttons and may not block access to traffic signal push buttons.
- SMD's may not be parked within 10' of any curb ramp, and may not block access to curb ramps.
- At bus stops, a minimum clear space of 8' x 5' for wheelchair ramp deployment and wheelchair boardings must be maintained at all times. Additionally, space underneath bus shelters must be kept clear. SMD's may not impede either of these spaces nor may they impede access to these required clear spaces.

2.7. At bus stops, SMDs shall be staged or parked only at designated bicycle parking locations when available.

2.8. Operator shall not stage SMDs in front of single-family residential properties, or on residential streets, or within 100' of any K-12 school.

2.9. Operator shall inform Users how to properly park a SMD by using effective strategies.

2.10. Operator shall collect all SMDs each night by 10 p.m. for charging and rebalancing the next morning. Exceptions may be made if Operator can demonstrate successful nightly rebalancing

and/or docking/ charging mechanism that can be applied in the right-of-way. Whether collected or rebalanced, devices shall be programmed so that no rides occur between the hours of 11 p.m. and 4:30 a.m.

2.11. In order to safely conduct the process of staging, rebalancing, recharging or other process that requires a person to interact with the SMD, the Operator shall not cause any obstruction, for any amount of time, on the roadway, bike lane, nearby driveway, or sidewalk with the motor vehicle used to transport the employee and/or devices.

2.12. Operators shall be required to relocate or remove any SMD that is causing an obstruction within 2 hours if notified between 7am and 7pm (excluding holidays) and within 4 hours at all other times. If the device(s) is not causing an obstruction but the City requests it be relocated for other reasons set forth in this agreement, the Participant shall move the device within 24 hours. Upon removing or relocating SMD, Operator must submit photographic proof that scooter has been removed or relocated. Failure to comply will result in the Operator being charged a penalty fee, as described in 5.2.

2.13. Any SMD parked in a location which causes a safety hazard, causes a nuisance for a business owner or resident, or is parked in any other non-approved staging area for more than 24 hours, may be relocated by City staff, and Operator will be charged a penalty fee, as described in 5.2.

2.14. This license agreement with Chandler only authorizes SMD staging and parking in City-owned rights of way and does not allow parking and staging of SMDs on private property without consent from property owner.

Section 3 – Operations

3.1. Users of SMDs must comply with Chandler City Code, including Chapter 12. Outside of the downtown Chandler area, SMDs are permitted to be ridden on sidewalks, in bike lanes, and on low speed streets. Within the downtown Chandler area, SMDs are not permitted to be ridden on sidewalks.

3.2. Operators must limit the maximum speed of all SMDs to no more than 15 miles per hour.

3.3. Within the downtown Chandler area, SMD Operators must apply geofencing technology to restrict the maximum speed within the historic downtown square and within the City Hall campus to 5 miles per hour.

3.4. Every SMD shall have a serial number clearly displayed.

3.5. All SMDs shall be equipped with an on-board GPS device capable of providing real-time location data in accordance with the specifications described in Section 4 and may be subject to an audit by the City.

3.6. If the City incurs any costs for repair or maintenance of damaged public property caused by

the User, Operator or Operator's representatives, the Operator shall reimburse the City for such costs within 30 calendar days upon receiving written notice of the costs.

3.7. Any SMD rendered inoperable or unsafe shall not be put into service. Every SMD must have functioning brakes, headlight, rear light and reflector. Any SMD deemed inoperable or unsafe shall be removed from the right-of-way within two hours and shall be repaired before returning to revenue service.

3.8. Operator shall be solely responsible for all maintenance of the SMD.

3.9. Subcontracting, subleasing, sublicensing or any type of assignment of the rights granted in this license is strictly prohibited. Any subcontracting, subleasing, sublicensing or any type of assignment of the rights granted in this license shall be by operation of law, null and void and shall immediately terminate this license.

3.10. SMDs must be equipped with technology that allows for geo-fencing. Companies must demonstrate functioning geo-fencing technology to City staff before license agreement will be approved. Operator shall geo-fence to restrict SMDs from being ridden in and from being parked in certain areas as directed by City. Additionally, geofencing and removal of devices from downtown Chandler may be required prior to and during certain events such as the Tumbleweed Tree Lighting Parade in December.

Section 4 – Data Sharing

4.1 During the term of the License, Operator shall make available to City the real-time and archival information for the entire Fleet ("Data"). Data will ensure the City can successfully manage the Program and execute related planning efforts in support of the City's strategic goals. Data provided may include, but is not limited to include: real-time location, event, and status information provided by on-board GPS devices placed on all devices, anonymized data for each trip record, historic/archival data, and key system information.

4.2 Prior to execution of the License, all Operators shall meet with the City to discuss specific data needs and requirements. Data reports must be submitted to the City monthly by the 20th of the following month for which the data pertains.

4.3 Examples of datasets that may be required, but are not limited to:

(a) User demographic data gathered by the system application that does not identify individual users, payment methods or individual trip history,
(b) Origin and destination data in heat map form (submitted quarterly);
(c) Trip details including total number of trips conducted, average trip length, average number of trips per staged device, and average dwell time per staged device;
(d) Total number of devices in service in the month and total number of devices needing repair or replacement; A point-map of the location of all shared mobility devices at some designated time point in the past month;
(e) Report on any crashes occurring involving shared mobility devices in the past month;

(f) Report on any instances of fleet rebalancing due to customer or City request in the past month;
(g) Summary report of vandalism or theft, and the information needed to access any police reports filed in the past month;
(h) Report showing all maintenance and repair activities, including but not limited to device identification numbers and maintenance performed;
(i) Report of all calls and emails received, including telephone wait times, email response times, and the nature of the User inquiry; and
(j) Report on monthly push notifications and or User surveys that are provided through the Operator's app platform.

4.4 Throughout the duration of the Program, the City may modify the data requirements and will provide notice to the Operator detailing such requested changes.

4.5 The City has the authority to publish the data publicly, and may also share the data with other program Operators. Operator agrees that the City may use a third-party researcher to evaluate data from the Program. Operator shall share all data with the third-party researcher necessary for purposes of evaluating or enforcing the requirements in the Program.

4.6 Except as specifically required by the City, Operator will not share personally identifiable information with the City. Operator shall share personally identifiable information in Operator's possession about a device user with the City where there is an injury alleged to be related to a device, or a claim or lawsuit against the City and the device user may have information about, or responsibility for, the claim.

4.7 Operator shall not claim any legal right in its terms of use, privacy policy, or elsewhere to institute retroactive changes to its privacy policy and shall provide an opportunity for the User to explicitly assent prior to any changes to its data practices, including uses of data Operator collected under a prior policy.

Section 5 – Fees and Reporting

5.1. Operator shall pay an application fee of $3,000 to cover application review, license issuance and monitoring, and data analysis and planning.

5.2. Operator shall pay a $50/ $250/ $500 penalty fee per device for the first/ second/ third and subsequent violations. Payment of these fees shall be included in the monthly payment, as described in 5.4.

5.3. Operator shall pay a right-of-way use fee of $0.10 per ride, to be paid monthly as described in 5.4.

5.4. Operator shall submit monthly payments to City within 20 calendar days of the end of each month. Failure to submit monthly payment on time will result in Operator being charged a $50 late fee, unless waived by City staff. Payments shall be mailed to:

City of Chandler Transportation Policy Division
Mail Stop 412
P.O. Box 4008
Chandler, AZ 85244

5.5. Operator shall also provide monthly data reports as described in Section 4 within 15 calendar days of each month.

Section 6 – Insurance Requirement

6.1. At the same time as execution of this Agreement, the Operator 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.

6.2. The Operator 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.

6.3. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

6.4. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Operator from liabilities that might arise out of the performance of the License services under this agreement by Operator, its agents, representatives, employees, subcontractors, and the Operator is free to purchase any additional insurance as may be determined necessary.

6.5. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Operator 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.

6.6. Commercial General Liability-Occurrence Form. Operator 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.

6.7. Operator must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Operator owned, hired, and non-owned vehicles assigned to or used in the performance of the Operator'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.

6.8. Operator must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Operator 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.

6.9. The policies are to contain, or be endorsed to contain, the following provisions:

A. 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.

B. 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.

6.10. All insurance required herein shall be maintained in full force and effect until the work or service performed under the terms of this license is satisfactorily completed and accepted by the City. Failure shall constitute a material breach of this license.

6.11. Operator's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall be excess of the Operator's insurance and shall not contribute to it.

Section 7 – Indemnification

The Operator (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (collectively "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 Operator to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Operator 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 Operator is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Operator agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this license. The obligations of the Operator under this provision survive the termination or expiration of this Agreement.

Attachment 4

Public Outreach Summary

In preparing the proposed 2020 Shared Mobility Pilot Program, staff conducted public outreach in 2019 as follows:

Public Survey - This survey conducted from June 11 – July 15, 2019 received 457 responses. Through the survey, residents expressed concerns over safety, blocked sidewalks and visual clutter. A slight majority of these respondents preferred that shared scooters and bicycles not be present in Chandler, but a majority also agreed that the City should limit the number of scooters allowed in Chandler.

Business Survey – This survey targeted to business owners was conducted over the same time period and received 22 responses. A majority of respondents expressed support for shared scooters in Chandler, with many respondents thinking that shared scooters could attract new customers to their business. Most respondents also felt that the City needs to limit the number of scooters allowed in Chandler.

Public Meeting – A public meeting was held on October 16, 2019 to gather feedback on the proposed Pilot Shared Mobility Program. Two members of the public attended, both of whom were supportive of having shared mobility in Chandler.

Other Outreach – Staff has had discussions with or made presentations to the Downtown Chandler Community Partnership, Chandler Chamber of Commerce, the Chandler Rotary Club, and the Airport, Development Services, and Public Works and Utilities Council Subcommittee. Some questions were raised over safety and scooter parking in the downtown area, but no major concerns over the presence of shared mobility devices or the City's proposed approach were expressed.

ITEM 4

City Council Memorandum **Government Relations & Transportation Policy** **Memo No.** TP22-04

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Government Relations and Policy Manager
From: Jason Crampton, Transportation Planning Supervisor
Subject: Agreement No. CM8-962-3970, Amendment No. 1, with Lyft, Inc., for the First Mile, Last Mile Program

Proposed Motion:

Move City Council approve Agreement No. CM8-962-3970, Amendment No. 1, with Lyft, Inc., for the First Mile, Last Mile Program in an amount not to exceed $49,000, for the period of one year, beginning July 21, 2021 through July, 2022.

Background/Discussion:

The First-Mile, Last-Mile Program kicked off in September 2020 as a one-year agreement with Lyft, with four one-year extension options. This partnership program extends the transit reach in South Chandler, where bus service is currently limited, by providing Chandler residents with discounted Lyft trips to and from bus stops south of Pecos Road.

Although traditional fixed route bus service works well in areas with higher population density, it is not always as effective in lower-density areas like South Chandler. The cost to provide robust bus service throughout South Chandler would be approximately $12 - $15 per passenger boarding for an estimated total of $3,000,000 - $6,000,000 per year.

Under the program, residents utilize the promotional code "ChandlerTransit" to receive 50% off of trips to and from bus stops within the service area (See Attachment 2 for a service area map). The City pays the remaining 50% at an average cost of approximately $5 per trip. During the first ten months of the program, residents took 2,348 trips.

As expected, ridership was low during the first few months, but as program awareness improved and people began traveling more, it steadily increased over winter and spring months. See Attachment 3 for monthly ridership trends, average trip lengths and costs.

Evaluation:

On July 16, 2020, City Council approved an agreement with Lyft, Inc., for the First-Mile, Last-Mile program, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms and conditions. Staff recommends the extension of this agreement.

Financial Implications:

The City pays 50% of the cost of each trip performed. Over the first ten months of the program, the average cost per trip has been $5.14. The City's total cost will not exceed $49,000 for the one-year extension of the program.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3340.5219	General Fund	Professional Services	$49,000	N

Attachments

1. Amendment
2. Service Area Map
3. Trip Data

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FIRST-MILE, LAST-MILE PROGRAM
CITY OF CHANDLER AGREEMENT NO. CM8-962-3970

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 Lyft, 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 a first-mile, last-mile program (Agreement); and

WHEREAS, the term of the Agreement was July 21, 2020 through July 20, 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 include the following at the end of the Section: The City will pay the Contractor pursuant to the terms 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 $49,000.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period, July 21, 2021 through July 20, 2022.

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4. Exhibit A of the Agreement is amended to include the following new Section D

D. Lyft Pass Terms

a. Definitions:
   i. "**Lyft Pass**" means a self-service product within the Lyft Business Portal that allows an Administrator to issue Ride benefits made available for use on the Lyft Platform. Lyft Pass can be issued as a one-time or monthly recurring benefit in the form of Ride credits.
   ii. "**Administrator**" means the individual authorized by the City to use the Lyft Pass product

b. Method of Administration. Administrators have the ability to (i) set a Lyft Pass as a one-time or recurring benefit; (ii) set an expiration date and value for each Lyft Pass benefit; and (iii) include time, geofencing, and ride type restrictions.

c. Inviting City Riders to Lyft Pass. To invite an individual to join a Lyft Pass Program, City must provide at least one of the following:
   i. Rider's email address
   ii. Rider's personal phone number
   iii. Lyft generated code or link

d. Deposit and Use of Lyft Pass Benefits. Upon adding City Rider to a Lyft Pass Program, a text message, email, and/or in-app communication informing the Rider that the Rider has been added to the specified Lyft Pass Program and the corresponding set of Lyft Pass has been deposited into the Rider's Lyft account. Riders must (i) download and install the Lyft App on a compatible mobile device; (ii) create and maintain an active Lyft account, including agreeing to Lyft's Terms of Service (https://www.lyft.com/terms), as may be updated from time to time; (iii) successfully receive Lyft Pass in the Rider's Lyft App; and (iv) take a Ride via the Lyft App which qualifies for Lyft Pass redemption under this Agreement. For Rides taken by Riders that exceed the amount of Lyft Pass benefit available, Lyft will charge Rider's personal payment method on file. City acknowledges and agrees that (i) City is responsible for policing, managing, regulating, overseeing, and supervising the use of City's issued Lyft Pass benefits by Riders, prospective Riders, attendees, or any other individuals, and (ii) City shall be solely liable for all use (including unauthorized use) of Lyft Pass program benefits.

e. Payment. Lyft will invoice or charge City as described in the Agreement.

5. Exhibit F of the Agreement is deleted and replaced with the following:

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EXHIBIT F

LYFT, INC.

DATA REPORTING - GENERAL TRANSIT PROGRAM

Contractor will provide the City with reports containing the data fields set forth below. The reports will be marked and must be treated by the City as Confidential Information pursuant to the Agreement. In the list below, all personally identifiable information and information that could be readily used to re-identify a passenger are denoted by an asterisk (*). Pursuant to the Agreement, if the City receives a request for Contractor's reports under the public records law or other applicable law the City will not release the asterisked fields in response to such request and will notify the Contractor in accordance with Section 5.5 of the original Agreement.

1. Data Fields

(a) Anonymized ID of City Rider*
(b) Trip Transaction ID
(c) Trip Month/Year*
(d) Trip Day of Travel (Monday-Sunday)
(e) Ride Type*
(f) Dispatch Method (Concierge, App)
(g) Ride Status (Completed, Cancelled)
(h) Trip Pick up location (Latitude-Longitude to two-decimal places)*
(i) Trip drop off location (Latitude-Longitude to two-decimal places)*
(k) Trip Pick up location (Zip Code)
(l) Trip Drop off location (Zip Code)
(m) Trip pick up time (See Definition of Trip Time Periods below)
(n) Trip Length (X.XX mile)
(o) Trip Duration (X.X min)
(p) Total Trip Cost ($ X.XX)
(q) Trip Subsidy ($ X.XX)
(r) Ride Match (Yes or No) for shared rides and match rates within the program only

* These data fields may not be disclosed in response to a public records request. Contractor asserts that these data fields when taken together with the other data fields can potentially identify a Rider.

Trip Time Periods. Below is the definition of time periods included in the monthly data reports.

Trip Time Periods	
EARLY AM	12 AM - 3 AM
MID AM	3 AM - 6 AM
PEAK AM	6 AM - 9 AM

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LATE AM	9 AM - 12 PM
EARLY PM	12 PM - 3 PM
MID PM	3 PM - 6 PM
PEAK PM	6 PM - 9 PM
LATE PM	9 PM- 12 AM

6. 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: Mark Roberts

Its: Head of Business Strategy

APPROVED AS TO FORM:

By: _____

City Attorney BM

ATTEST:

By: _____

City Clerk

First-Mile, Last-Mile Pilot Program Service Area

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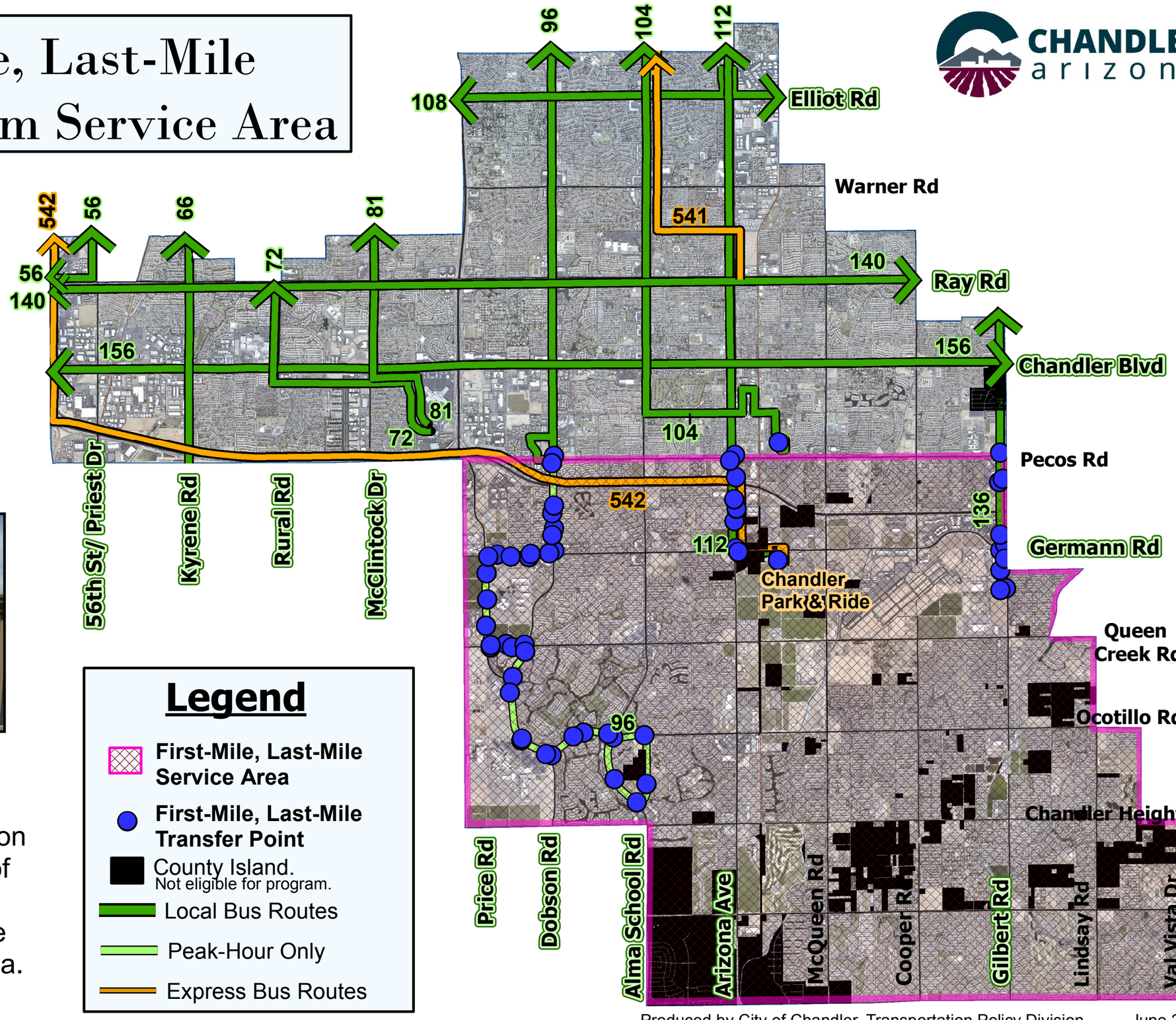
Proposed Pilot Rules

Either the trip origin or destination must be within 1/4 mile of one of the specified transfer points. The other end of the trip may be anywhere within the service area.



Legend

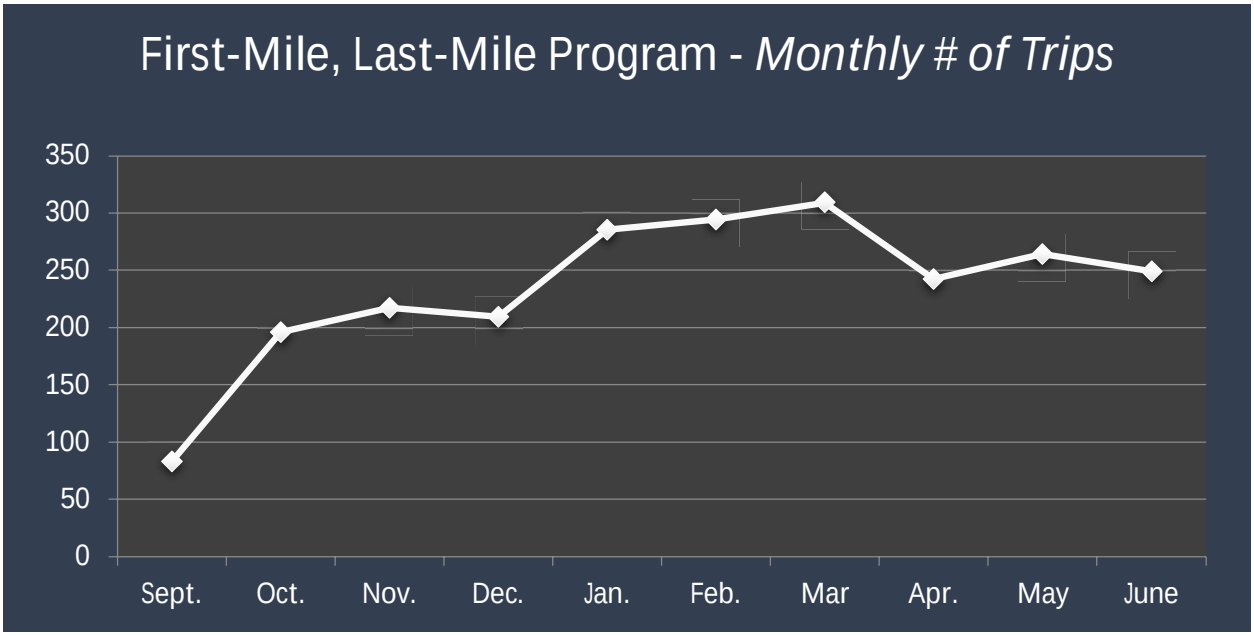
- First-Mile, Last-Mile Service Area
- First-Mile, Last-Mile Transfer Point
- County Island. Not eligible for program.
- Local Bus Routes
- Peak-Hour Only
- Express Bus Routes

Produced by City of Chandler, Transportation Policy Division June 2020

Attachment 3

Monthly Trip Data

Month	Number of Trips	Average Trip Cost (City Share)	Total City Cost	Average Trip Distance
Sept.	83	$4.15	$344	2.4
Oct.	196	$3.99	$781	2.5
Nov.	217	$4.08	$886	2.4
Dec.	209	$4.14	$865	2.5
Jan.	285	$4.75	$1,354	2.8
Feb.	294	$5.27	$1,549	3.0
Mar	309	$6.27	$1,939	3.0
Apr.	242	$6.68	$1,616	3.3
May	264	$5.69	$1,502	4.2
June	249	$4.95	$1,232	3.7
TOTALS	**2348**	**$5.14**	**$12,068**	**3.04**



CHANDLER arizona
Community of Innovation

City Council Memorandum **Communications and Public Affairs** **Memo No.** N/A

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Matthew Burdick, Communications and Public Affairs Director
From: Matt Burdick, Communications and Public Affairs Director
Subject: Sole Source Purchase of Audio/Video Upgrades to Council Chambers and City Hall Courtyard

Proposed Motion:

Move City Council approve the sole source purchase of audio/video upgrades to Council Chambers and City Hall Courtyard from Technology Providers, Inc., in the amount of $95,603.

Background/Discussion:

This purchase will replace the two plasma television audience displays in the Council Chambers with liquid-crystal-display televisions widely available in the marketplace. To better accommodate overflow attendance at City Council meetings, the current audience displays in the Council Chambers lobby will be replaced with larger displays and new amplified speakers will be installed in the City Hall Courtyard. The document camera in the Council Chambers will be replaced to improve viewing of documents from the podium during City Council meetings. The television displays in the green room and video production area also will be replaced. Completing the Council Chambers audio/video updates with modern technology will prevent further deterioration of the displays and ensure compliance with open meeting laws.

Evaluation:

Technology Providers, Inc. was the company who originally designed, installed and programmed the audio/video system in the Council Chambers and the City Hall Courtyard. They have been the only ones who have maintained and upgraded the system since the original installation. They have the unique knowledge specific to the City's system and therefore are the only source that can perform the upgrades. Staff has reviewed the proposal and found it to be fair and reasonable.

Financial Implications:

The purchase is funded through a one-time decision package approved in the Communications and Public Affairs cost center.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1071.0000.6314.0.0.0	General Fund	Video Production	$95,603	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Community Services Memo No.** N/A

Date:	August 26, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Debra Stapleton, Assistant City Manager Andy Bass, Community Services Director
From:	Jeffrey Larsen, Parks Operations and Maintenance Manager
Subject:	Purchase of John Deere Utility Tractor

Proposed Motion:

Move City Council approve the utilization of State of Arizona Contract No. ADSPO18-202498, for the purchase of a John Deere 5075E Utility Tractor, from Deere & Company, in the amount of $51,436.30.

Background/Discussion:

The Parks Operations Division received funding in Fiscal Year 2021-22 to purchase a new tractor with attachments. This tractor will complement the new aerator that was purchased last fiscal year, as it is designed for the aerator and will work more efficiently. Also, the attachments will complement work needed at Tumbleweed Park and can be used for many other projects.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for Landscape & Utility Vehicles, Trailers & Equipment, which includes tractors. The City has a current Intergovernmental Agreement with the State of Arizona allowing for the cooperative use of State of Arizona contracts. The term of the State of Arizona contract is valid through May 8, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.6311.0.0.0	General Fund	N/A	$51,436.30	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Community Services Memo No.** N/A

Date:	August 26, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Debra Stapleton, Assistant City Manager Andy Bass, Community Services Director
From:	Jeffrey Larsen, Parks Operations and Maintenance Manager
Subject:	Purchase of John Deere Rotary Mower

Proposed Motion:

Move City Council approve the utilization of State of Arizona Contract No. ADSPO18-202498, for the purchase of a John Deere 1600 Turbo Series Rotary Mower, from Deere & Company, in the amount of $64,987.68.

Background/Discussion:

The Parks Operations Division received funding to purchase a new mower in Fiscal Year 2021-22. The new mower will be used at Tumbleweed Park and replaces a 22-year-old mower that is in poor condition. The new mower will have a 10.3 foot width of cut that will enhance turf maintenance as well as improve staff's efficiency.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for Landscape & Utility Vehicles, Trailers & Equipment, which includes mowers. The City has a current Intergovernmental Agreement with the State of Arizona allowing for the cooperative use of State of Arizona contracts. The term of the State of Arizona contract is valid through May 8, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.6311.0.0.0	General Fund	N/A	$64,987.68	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Cultural Development Memo No.** 22-008

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
From: Kim Moyers, Cultural Development Director
Subject: Resolution No. 5506, Approving a Consent to Assignment and Assumption Agreement between DT Chandler, LLC, and AZ Management & Investments, LLC, for the Cinema Portion of the Overstreet Development in Downtown Chandler, Located at the Southwest Corner of Arizona Avenue and Chandler Boulevard

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5506, approving a consent to Assignment and Assumption Agreement between DT Chandler, LLC, and AZ Management & Investments, LLC, for the Cinema portion of the Overstreet development in downtown Chandler, located at the southwest corner of Arizona Avenue and Chandler Boulevard.

Background:

On February 27, 2017, the Chandler City Council approved a Development Agreement and Option Agreement with DT Chandler, LLC, for the development of a mixed-use project located on the southwest corner of Arizona Avenue and Chandler Boulevard referred to as Overstreet. Overstreet consists of second floor office space, ground floor retail, and the Cinema Site.

On December 12, 2019, the Chandler City Council approved Resolution No. 5331 Approving a Second Amendment to the Development Agreement and Option Agreement and amending additional ancillary real estate agreements between DT Chandler, LLC, and the City of Chandler, to provide for bifurcation of the Overstreet development into three parcels, allowing the developer to sell the sites individually.

DT Chandler, LLC, is preparing to sell the Overstreet Cinema site (parcel 303-08-977) to AZ Management & Investments, LLC. Per the Development Agreement, Section 10.19 Assignment: "Developer shall not assign or transfer any of its rights and duties under this Agreement, the Purchase Agreement, Lease or any other agreement known of between the parties without the express written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed."

Attachments

Consent and Assignment Agreement
Resolution 5506
Location Map

CONSENT TO ASSIGNMENT
AND ASSUMPTION AGREEMENTS

The City of Chandler hereby consents to the foregoing Assignment and Assumption of Ground Lease, Assignment and Assumption of GPLET Lease, Assignment of License Agreement, and Partial Assignment and Assumption of Development Agreement, assigning the rights and obligations of DT Chandler, LLC, an Arizona limited liability company to AZ Management & Investments, LLC, an Arizona limited liability company.

Approved as to form:

_____
Kelly Y. Schwab, City Attorney TA

By: _____
Joshua H. Wright, Acting City Manager

STATE OF ARIZONA)
) ss
County of Maricopa)

On ____ day of _____ 2021, before me _____, a notary public, personally appeared Joshua H. Wright, Acting City Manager of the City of Chandler, Arizona, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged they executed the same.

_____
Notary Public

My Commission Expires:

_____

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("**Assignment**") is made this ____ day of _____, 2021 ("**Effective Date**"), by and between DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**Landlord**") leased to Assignor approximately .902 acres of land located in Chandler, Arizona pursuant to the Ground Lease dated March 29th, 2017, as amended by that certain First Amendment to Ground Lease dated October 24, 2017, as amended and restated by that certain Amended and Restated Ground Lease dated December 12, 2019 (collectively, the "**Ground Lease**").

B. Assignor desires to assign the Ground Lease to Assignee and Assignee desires to accept the assignment and of the Ground Lease from Assignor and assume all of the obligations of Assignor under the Ground Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee all right, title and interest in the Ground Lease to Assignee and Assignee accepts from Assignor all right, title and interest.

2. Assignee hereby assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the Ground Lease from and after the Effective Date, including but not limited to, the making of all payments due to or payable on behalf of Landlord under the Ground Lease as they become due and payable.

3. Assignor warrants to Assignee that as of the Effective Date:

   (i) Assignor entered into the Ground Lease;
   (ii) there exists no default in any of the terms, conditions, covenants or other provisions of the Ground Lease;
   (iii) Assignor has full and lawful authority to assign the Ground Lease to Assignee.

4. Assignor shall indemnify and hold Assignee harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise from Assignor's breach of the Ground Lease with respect to any period existing on or prior to the Effective Date.

5. Assignee shall indemnify, defend and save Assignor harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise under the Ground Lease from and after the Effective Date.

6. This Assignment shall be construed under the laws of the State of Arizona without regard to conflicts of law provisions.

7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

8. This Assignment may be modified only in writing, signed by Assignor and Assignee, or their respective heirs, successors or assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

DT CHANDLER, LLC, an Arizona limited liability company

By:_____
Name: Bret Anderson
Title: Manager

ASSIGNEE:

AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company

By:_____
Name: Michael Ennabe
Title: Managing Member

ASSIGNMENT AND ASSUMPTION OF GPLET LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GPLET LEASE ("**Assignment**") is made this ____ day of _____, 2021 ("**Effective Date**"), by and between DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**Landlord**") leased to Assignor certain land and improvements located in Chandler, Arizona pursuant to the Land and Improvements Lease for Site 3, Parcels 2A and 2B dated March 29, 2019 (the "**GPLET Lease**").

B. Assignor desires to assign the GPLET Lease to Assignee and Assignee desires to accept the assignment and of the GPLET Lease from Assignor and assume all of the obligations of Assignor under the GPLET Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee all right, title and interest in the GPLET Lease to Assignee and Assignee accepts from Assignor all right, title and interest.

2. Assignee hereby assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the GPLET Lease from and after the Effective Date, including but not limited to, the making of all payments due to or payable on behalf of Landlord under the GPLET Lease as they become due and payable.

3. Assignor warrants to Assignee that as of the Effective Date:

   (i) Assignor entered into the GPLET Lease;
   (ii) there exists no default in any of the terms, conditions, covenants or other provisions of the GPLET Lease;
   (iii) Assignor has full and lawful authority to assign the GPLET Lease to Assignee.

4. Assignor shall indemnify and hold Assignee harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise from Assignor's breach of the GPLET Lease with respect to any period existing on or prior to the Effective Date.

5. Assignee shall indemnify, defend and save Assignor harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise under the GPLET Lease from and after the Effective Date.

6. This Assignment shall be construed under the laws of the State of Arizona without regard to conflicts of law provisions.

7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

8. This Assignment may be modified only in writing, signed by Assignor and Assignee, or their respective heirs, successors or assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

DT CHANDLER, LLC, an Arizona limited liability company

By:_____
Name: Bret Anderson
Title: Manager

ASSIGNEE:

AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company

By:_____
Name: Michael Emabe
Title: Managing Member

ASSIGNMENT OF LICENSE AGREEMENT

THIS ASSIGNMENT OF LICENSE AGREEMENT ("Assignment") is made this ____ day of _____, 2021 ("**Effective Date**"), by and between DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**Landlord**") granted to Assignor and its employees, agents, representatives, contractors and invitees an exclusive license to enter upon and use a portion of an alleyway owned by Landlord and located in Chandler, Arizona pursuant to that certain License Agreement for Use of Public Alleyway with a License Effective Date of September 4, 2018, as amended and restated by that certain Amended and Restated License Agreement for Use of Public Alleyway dated December 12, 2019 (collectively, the "**License Agreement**").

B. Assignor desires to assign the License Agreement to Assignee and Assignee desires to accept the assignment and of the License Agreement from Assignor and assume all of the obligations of Assignor under the License Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee all right, title and interest in the License Agreement to Assignee and Assignee accepts from Assignor all right, title and interest.

2. Assignee hereby assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the License Agreement from and after the Effective Date, including but not limited to, the making of all payments due to or payable on behalf of Landlord under the License Agreement as they become due and payable.

3. Assignor warrants to Assignee that as of the Effective Date:

   (i) Assignor entered into the License Agreement;
   (ii) there exists no default in any of the terms, conditions, covenants or other provisions of the License Agreement;
   (iii) Assignor has full and lawful authority to assign the License Agreement to Assignee.

4. Assignor shall indemnify and hold Assignee harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise from Assignor's breach of the License Agreement with respect to any period existing on or prior to the Effective Date.

5. Assignee shall indemnify, defend and save Assignor harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise under the License Agreement from and after the Effective Date.

6. This Assignment shall be construed under the laws of the State of Arizona without regard to conflicts of law provisions.

7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

8. This Assignment may be modified only in writing, signed by Assignor and Assignee, or their respective heirs, successors or assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

DT CHANDLER, LLC, an Arizona limited liability company

By:_____
Name: Bret Anderson
Title: Manager

ASSIGNEE:

AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company

By:_____
Name: Michael Ennabe
Title: Managing Member

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT ("**Assignment**") is made this ____ day of _____, 2021 ("**Effective Date**"), by and between DT CHANDLER, LLC, an Arizona limited liability company ("**Assignor**") and AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company ("**Assignee**").

Recitals

A. The City of Chandler ("**City**") and Assignor are parties to a Development Agreement and Option Agreement recorded February 27, 2017 at Document No. 2017-0139389, as amended by that First Amendment to Development Agreement recorded July 25, 2017 as Document No. 2017-0542437, and as further amended by that Second Amendment to Development Agreement (the "**Second Amendment**") recorded December 26, 2019 as Document No. 2019-1048045 (collectively, the "**Development Agreement**"), pursuant to which Assignor has constructed a real estate project located at the southwest corner of Chandler Boulevard and Arizona Avenue commonly known as Overstreet (the "**Project**"). Pursuant to the Development Agreement, the Project generally consists of (i) the Cinema Site (including the Cinema Alleyway), (ii) the Retail/Office Site (including the Retail/Office Alleyway), and (iii) the Remainder Site. Capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Development Agreement.

B. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of the rights and obligations of Assignor under the Development Agreement which are allocated or applicable to the Cinema Site, including, without limitation, all rights of Assignor to purchase the land and improvements which are included as part of the Cinema Site (collectively, the "**Assigned Rights**"). The Assigned Rights shall not include any rights and/or obligations under the Development Agreement which are expressly allocated to the Office/Retail Site or the Remainder Site, or which are reserved to Developer pursuant to Section 6 of the Second Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers all right, title and interest of Assignor in and to the Assigned Rights to Assignee, and Assignee accepts from Assignor all right, title and interest in and to the Assigned Rights.

2. Assignee hereby assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor with respect to the Assigned Rights from and after the Effective Date, including but not limited to, the making of all payments due to or payable on behalf of Developer under the Development Agreement with respect to the Assigned Rights as they become due and payable.

3. Assignor warrants to Assignee that as of the Effective Date:

(iv) Assignor entered into the Development Agreement;

(v) there exists no default in any of the terms, conditions, covenants or other provisions of the Development Agreement;

(vi) Assignor has full and lawful authority to assign the Assigned Rights to Assignee.

4. Assignor shall indemnify and hold Assignee harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise from Assignor's failure to fulfill its obligations under the Development Agreement with respect to the Assigned Rights with respect to any period existing on or prior to the Effective Date.

5. Assignee shall indemnify, defend and save Assignor harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages which may arise from Assignee's failure to fulfill its obligations under the Development Agreement with respect to the Assigned Rights from and after the Effective Date.

6. This Assignment shall be construed under the laws of the State of Arizona without regard to conflicts of law provisions.

7. This Assignment shall be binding upon and inure to the benefit of Assignor, Landlord and Assignee and their respective heirs, successors and assigns.

8. This Assignment may be modified only in writing, signed by Assignor and Assignee, or their respective heirs, successors or assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

DT CHANDLER, LLC, an Arizona limited liability company

By:_____
Name: Bret Anderson
Title: Manager

ASSIGNEE:

AZ MANAGEMENT & INVESTMENTS, LLC, an Arizona limited liability company

By:_____
Name: Michael Ennabe
Title: Managing Member

RESOLUTION NO. 5506

A RESOLUTION OF THE CITY OF CHANDLER, ARIZONA, APPROVING A CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENTS BETWEEN DT CHANDLER, LLC AND AZ MANAGEMENT & INVESTMENTS, LLC FOR THE CINEMA PORTION OF THE OVERSTREET DEVELOPMENT IN DOWNTOWN CHANDLER, LOCATED AT THE SOUTHWEST CORNER OF ARIZONA AVENUE AND CHANDLER BOULEVARD.

WHEREAS, on February 23, 2017, the Chandler City Council approved a Development Agreement and Option Agreement ("Development Agreement") with DT Chandler, LLC, which sets forth obligations of the parties with regard to the development of City-owned real property located on the southwest corner of Arizona Avenue and Chandler Boulevard and commonly referred to as the Overstreet development (the "Overstreet Property"), as permitted by Ariz. Rev. Stat. § 9-500.05; and

WHEREAS, in exchange for DT Chandler, LLC's promise to build certain minimum improvements on the Overstreet Property, the Development Agreement allows DT Chandler, LLC to lease the City's real property pursuant to a ground lease ("Ground Lease") and government property lease excise tax lease ("GPLET Lease") with an additional option to purchase the City's property for a price established within the Development Agreement; and

WHEREAS, on December 12, 2019, the City Council approved DT Chandler, LLC's request to amend the Development Agreement to provide for bifurcation of the Overstreet Property into separate projects that can be individually sold and owned by different entities, including a "Cinema Site," a "Retail/Office Site," and a "Remainder Site"; and

WHEREAS, DT Chandler, LLC has negotiated a sale of the Cinema Site to AZ Management & Investments, LLC; and

WHEREAS, DT Chandler, LLC seeks the City's consent and approval of the sale pursuant to a Consent to Assignment and Assumption Agreements ("Assignment Agreements"), a copy of which is attached to this Resolution as Exhibit A; and

WHEREAS, the City Council finds that it is in the best interest of the City of Chandler to approve the Consent to the Assignment and Assumption Agreements.

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

Section 1. Approving the Consent to Assignment Agreements in substantially the form attached to this Resolution as Exhibit A.

Section 2. Authorizing the City Manager to execute the Consent to Assignment Agreements.

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

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

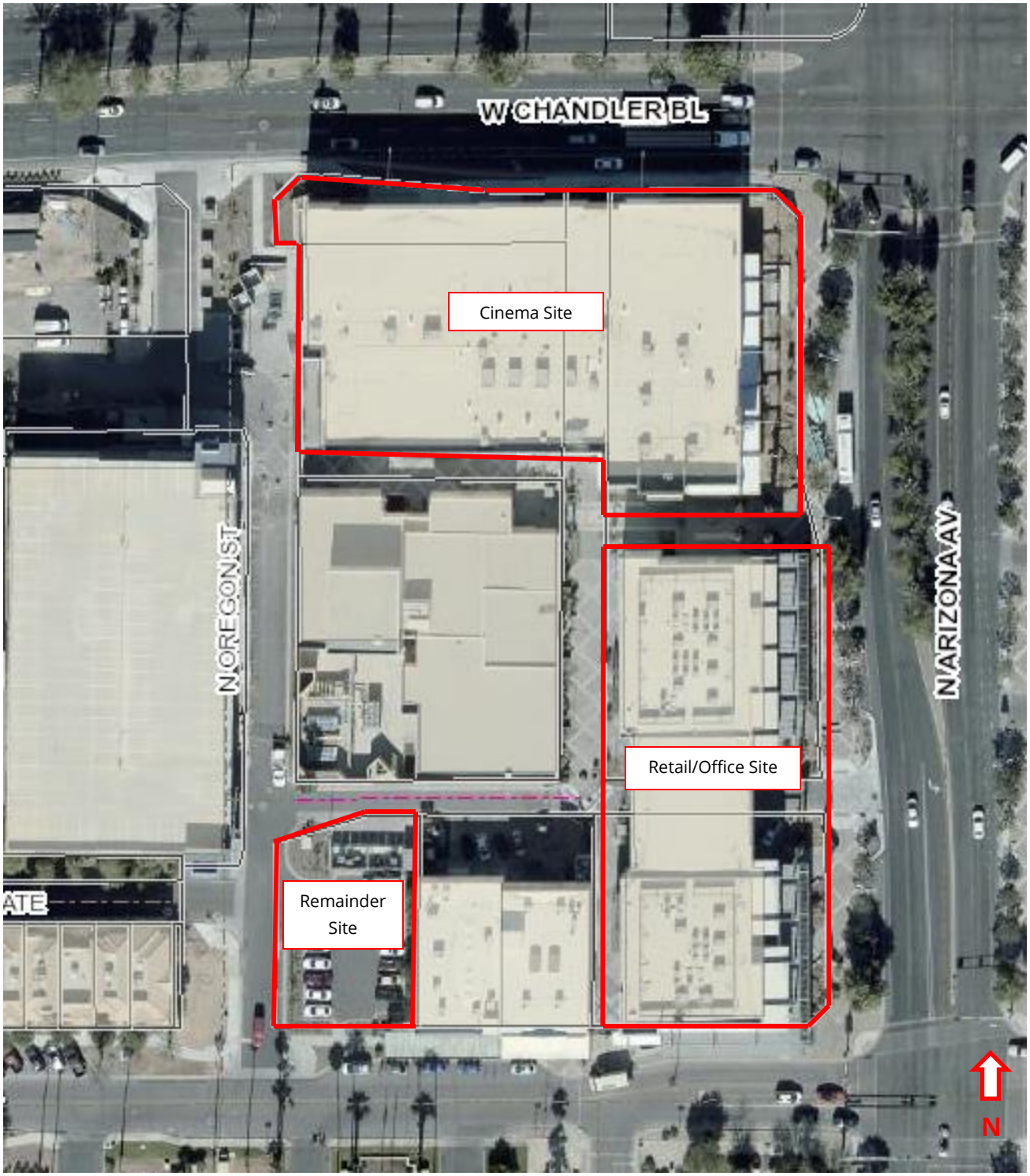
I HEREBY CERTIFY that the above and foregoing Resolution No. 5506 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Overstreet Location Map



**Site boundaries are meant to be a general representation of the three sites and may not match final property lines exactly*

CHANDLER arizona
Community of Innovation

City Council Memorandum **Cultural Development** **Memo No.** CD22-009

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
From: Kim Moyers, Cultural Development Director
Subject: Resolution No. 5509, Authorizing the Purchase of the Overstreet Parking Garage located at 150 N. Oregon Street, Pursuant to the Development Agreement and Parking Structure Lease Agreement with DT Chandler, LLC, and Authorizing City Manager or Designee to Execute All Agreements and Other Documents Necessary to Complete the Purchase.

Proposed Motion:

Move City Council adopt Resolution No. 5509, authorizing the Purchase of the Overstreet Parking Garage located at 150 N. Oregon Street, pursuant to the Development Agreement and Parking Structure Lease Agreement with DT Chandler, LLC, and authorizing City Manager or Designee to execute all agreements and other documents necessary to complete the purchase.

Background:

On February 23, 2017, City Council approved a Development Agreement and Option Agreement between the City of Chandler and DT Chandler, LLC, for the development of a mixed use project, named Overstreet, including a five-story parking garage with 350 parking spaces located at 150 N. Oregon Street.

On April 24, 2017, the City of Chandler and DT Chandler, LLC, entered into a 30-year Parking Structure Lease Agreement allowing the City to use the Overstreet Parking Garage for public parking in exchange for monthly lease payments and an option to purchase for $8,690,351. Per the Lease Agreement, if the "Option to Purchase" is exercised at the end of the three-year term, the lease payments would be used to reduce the overall balance of the garage.

On July 24, 2017, the City of Chandler and DT Chandler, LLC, entered into a First Amendment to the Development Agreement agreeing upon additional architectural cladding on the west side of the garage to enhance its aesthetic quality, and agreed upon an increase in the purchase option price of $8,793,351.

Per the Development Agreement and Parking Lease, if the City of Chandler opts to continue lease payments after 36 months, in lieu of purchasing the garage, lease payments will increase annually and will no longer pay down the balance of the Overstreet Parking Garage.

Resolution No. 5509 authorizes the purchase of the Overstreet Garage and authorizes the City Manager or designee to execute all agreements and other documents necessary to complete the purchase.

Financial Implications:

Purchase of the Overstreet Parking Garage includes payment of $7,736,999 from the Downtown Parking Program (401.1291.6210.0.6GG659), as well as $111,352 from the Downtown Redevelopment Program (401.1291.5410.0.6GG619), which will be transferred to the Downtown Parking Program (401.1291.6210.0.6GG659) to ensure all garage payments are properly recorded under the parking garage program number. Approximately $945,000 has been paid down from the original amount from lease payments made over the past 36 months.

Attachments

Resolution 5509 Authorizing Overstreet Garage Purchase

Overstreet Map

RESOLUTION NO. 5509

A RESOLUTION OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE PURCHASE OF A PARKING GARAGE PROPERTY LOCATED AT 150 N. OREGON STREET; AUTHORIZING A PURCHASE PRICE OF $8,793,351 AND AUTHORIZING CITY STAFF TO EXECUTE ALL AGREEMENTS AND OTHER DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE.

WHEREAS, on February 23, 2017, the City Council approved the Development Agreement and Option Agreement ("Development Agreement") between the City and DT Chandler, LLC, ("Developer") which sets forth certain obligations of the parties regarding the development of City-owned property located at the southwest corner of Arizona Avenue and Chandler Boulevard, and commonly referred to as the "Overstreet" development; and

WHEREAS, pursuant to the Development Agreement, Developer constructed a five-story 113,100 square foot public parking garage located at 150 N. Oregon Street (the "Overstreet Garage") to provide parking for downtown businesses; and

WHEREAS, the City and Developer entered into a thirty-year Parking Structure Lease Agreement on April 24, 2017 (the "Parking Lease"), which allowed the City to use the Overstreet Garage for public parking in exchange for monthly lease payments, and which also contained an option for the City to purchase the garage for $8,690,351; and

WHEREAS, the City and Developer entered into a first amendment to the Development Agreement on July 24, 2017, whereby Developer agreed to add additional architectural cladding on the garage structure in order to enhance its aesthetic quality, in exchange for an increase in the purchase option price to $8,793,351; and

WHEREAS, the City Council finds that it is in the best interest of the City to exercise the option to purchase the Overstreet Garage for $8,793,351.

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

Section 1. Authorizes the purchase of the Overstreet Garage from Developer for a purchase price of $8,793,351, pursuant to the provisions of the Development Agreement and Parking Lease, including all amendments thereto;

Section 2. Authorizes the City Manager or designee to execute all agreements and other documents necessary to complete the purchase.

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

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

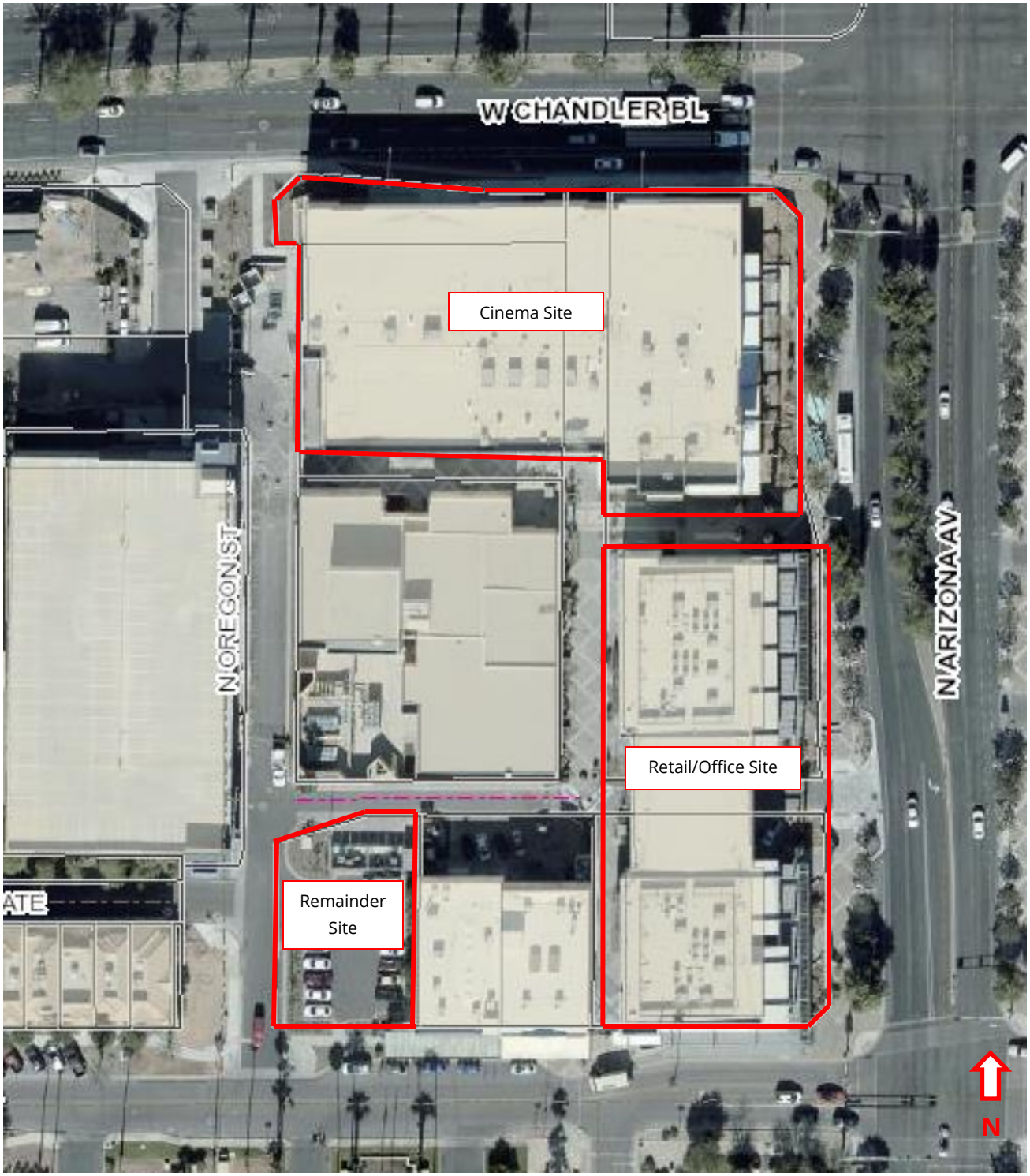
I HEREBY CERTIFY that the above and foregoing Resolution No. 5509 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Overstreet Location Map



**Site boundaries are meant to be a general representation of the three sites and may not match final property lines exactly*

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** 21-042FA

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Lauren Schumann, Senior Planner
Subject: PLH21-0015 Old Stone Ranch Phase 4
Final Adoption of Ordinance No. 4978

Request: Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for single-family residential

Location: West of the northwest corner of Chandler Heights and Lindsay roads
Applicant: Wendy Riddell; Berry Riddell, LLC

Proposed Motion:

Rezoning
Move City Council adopt Ordinance No. 4978, approving PLH21-0015 Old Stone Ranch Phase 4, Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for Single-family Residential located west of the northwest corner of Chandler Heights and Lindsay roads, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Subject site is approximately 8 net acres; annexed in 2019
- Subject site is located adjacent to Old Stone Ranch master planned community which includes 585 single-family lots, a school, a park with trails throughout the subdivisions, and landscaped entries with water features within 234 gross acres; approved in 2003
- Southeast Chandler Area Plan (SECAP) encourages maximizing density at 3.5 du/ac; approved in 1999
- Brooks Ranch Area Plan encourages development of farms to single-family residential; approved in 2000
- Old Stone Ranch contains three residential subdivisions with typical lots sizes ranging from 7,200 to 10,000 square feet and a mix of one- and two-story single-family homes
- The aggregate overall density for the existing three phases of Old Stone Ranch is 2.5 du/ac
- The proposal would change the aggregate overall density for Old Stone Ranch to 2.69 du/ac

Surrounding Land Use Data:

North	Avian Meadows - 200 single-family lots	South	Chandler Heights Road

East	Assisted living memory care facility	West	Old Stone Ranch Phase 3 - 176 single-family lots

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change
Southeast Chandler Area Plan (SECAP)	Traditional Suburban Character	No Change
Brooks Ranch Area Plan	Rural Residential (0- 1.5 du/ac)	Single-family Medium Density (0-6 du/ac)

Proposed Development

	Single family subdivision
# of Lots	44 single family lots
Density	Aggregate density (including Old Stone Ranch Phases 1-3 and the proposed development): 2.69 dwelling units per acre Isolated density: 5.47 dwelling units per acre
Building Setbacks (min.)	• Front –20 ft. to garage from back of sidewalk, 4 ft. to livable • Sides - 4 ft. & 1 ft. • Rear - 5 ft., lots along north property line rear yard shall be 10 ft.
Minimum Lot Size	55'x 81' (4,455 sq. ft.)
Lot Coverage (max.)	70 percent
Building Height (max.)	All homes one-story; 22 ft.
Architecture Theme	Spanish
Number of Elevations	12
House Size	2,220 – 3,495 square feet
Number of Floor Plans	3
Parking Spaces	• Each lot provides a two-vehicle garage with driveways for two vehicles • On-street parking provided on one side of street; approximately 40 on-street guest parking spaces • Subdivision is not gated

Review and Recommendation

Planning staff has reviewed the request finding consistency with the General Plan and the intent of the SECAP. Planning staff supports the request citing the property is considered an infill property since all adjacent properties have developed. The General Plan allows medium-density residential (3.5-12) to be considered as a transitional land use on infill parcels when located adjacent to an arterial street.

New Village Homes has met with the Old Stone Ranch Homeowner's Association (HOA) to incorporate the proposed development into the HOA as Phase 4 of Old Stone Ranch. In return, the proposed

development will provide monument signage for the existing Old Stone Ranch community and continue the theme of the existing subdivision through landscaping and varying fences along Chandler Heights Road.

Aggregate density can be considered if the proposed development is a part of a larger master planned development. Through aggregate density, the proposal may be considered if designed appropriately and compatible with surrounding lots. Although the proposed lots are smaller, all of the homes are one-story and expand the diversity of housing in the area. Lots along the north property line have increased rear yard setback to further ensure compatibility with existing homes to the north. The development provides substantial landscape setbacks along the north side of Chandler Heights Road and at the entrance on the west side, thus creating a compatible development design that completes the southern entrance to Old Stone Ranch.

Since the site is within the SECAP, design elements are required in order to achieve a density greater than 2.5 du/ac. The request is for a density of 5.47 du/ac with overall proposed aggregate density of Old Stone Ranch totaling 2.69 du/ac. When the SECAP was adopted the design requirements provided options, such as common area lakes that were intended for larger residential developments. The proposed development will include a common pool with ramada seating area and a dog park for residents meeting the intent of the SECAP.

Due to the infill nature of the site, the Residential Development Standards (RDS) for subdivision layout are not applicable. However, the RDS guidelines remain applicable to the architectural design of the homes. The proposed single family residential subdivision meets the intent of development standards, residential design guidelines, and the SECAP. Planning staff finds the application consistent with the General Plan. The Planning and Zoning Commission recommends approval of Old Stone Ranch Phase 4 single-family subdivision subject to conditions.

This Ordinance was introduced and tentatively adopted by City Council on August 12, 2021.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A virtual neighborhood meeting was held on May 12, 2021. The applicant's team, Planning staff, and approximately three neighbors attended the virtual meeting. Questions were asked about the home builder, other subdivisions they built, and general timelines for the project were asked. One Avian Meadows resident whose home abuts the subject site had concerns about the proposed rear yard setback adjacent to their property.
- As of the writing of this memo, Planning staff has been contacted by two residents stating single-family is the most appropriate use at this site and would oppose any type of multi-family or attached condos. Planning staff is unaware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting July 21, 2021
Motion to Approve

In Favor: 5 Opposed: 0

During the Planning and Zoning Commission Study Session, Commissioners requested the applicant look into creating a pedestrian connection at the southeast corner of the property to Chandler Heights Road to provide future residents easier access to the Veterans' Oasis Park east of Lindsay Road. In addition, Commissioners added Preliminary Development Plan stipulation number 12 requesting enhancement to interior side elevations.

Recommended Conditions of Approval

Rezoning

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

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Old Stone Ranch Phase 4" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0015, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.
2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
3. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.
4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
5. Minimum setbacks shall be as provided below and further detailed in the development booklet:

Front yard setback	20 ft. to garage from back of sidewalk, 4 ft. to livable
Side yard setbacks	4 ft. & 1 ft.
Rear yard setbacks	5 ft., lots along north property line rear yard shall be 10 ft.

6. Maximum lot coverage shall be seventy (70) percent.
7. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
8. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
9. The covenants, conditions and restrictions (CC & R's) to be filed and recorded with the subdivision shall mandate the installation of front yard landscaping within 180 days from the date of occupancy with the homeowners' association responsible for monitoring and enforcement of this requirement.

Attachments

Ordinance No. 4978

Vicinity Maps

Development Booklet

ORDINANCE NO. 4978

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 SINGLE-FAMILY RESIDENTIAL AS SHOWN IN CASE PLH21-0015 (OLD STONE RANCH PHASE 4) LOCATED WEST OF THE NORTHWEST CORNER OF CHANDLER HEIGHTS AND LINDSAY ROADS WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said lots are hereby rezoned from AG-1 to PAD for single-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Old Stone Ranch Phase 4" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0015, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.

2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.

4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

5. Minimum setbacks shall be as follows:

Front yard setback	20 ft. to garage from back of sidewalk, 4 ft. to livable
Side yard setbacks	4 ft. & 1 ft.
Rear yard setbacks	5 ft., lots along north property line rear yard shall be 10 ft.

6. Maximum lot coverage shall be seventy (70) percent.

7. The landscaping in all open spaces shall be maintained by the property owner or homeowners' association, and shall be maintained at a level consistent with or better than at the time of planting.

8. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

9. The covenants, conditions, and restrictions (CC & R's) to be filed and recorded with the subdivision shall mandate the installation of front yard landscaping within 180 days from the date of occupancy with the homeowners' association responsible for monitoring and enforcement of this requirement.

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. 4978 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 PER TITLE COMMITMENT

PARCEL NO. 1:
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A 1/2" BAR;

THENCE NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST, (BASIS OF BEARINGS) ALONG THE SOUTHERLY LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 19, A DISTANCE OF 531.20 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST, 789.55 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19 AND FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A MARICOPA COUNTY BRASS CAP, BEARS NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST, 1320.75 FEET DISTANCE THEREFROM;

THENCE NORTH 00 DEGREES 38 MINUTES 04 SECONDS EAST, 496.62 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 89 DEGREES 51 MINUTES 12 SECONDS EAST, ALONG THE NORTHERLY LINE OF THE SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, A DISTANCE OF 789.55 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF THE SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, BEARS SOUTH 89 DEGREES 51 MINUTES 12 SECONDS EAST, 533.24 FEET DISTANCE THEREFROM;

THENCE SOUTH 00 DEGREES 38 MINUTES 04 SECONDS WEST, BEING PARALLEL WITH THE WESTERLY LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, A DISTANCE OF 496.51 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A 1/2" BAR;

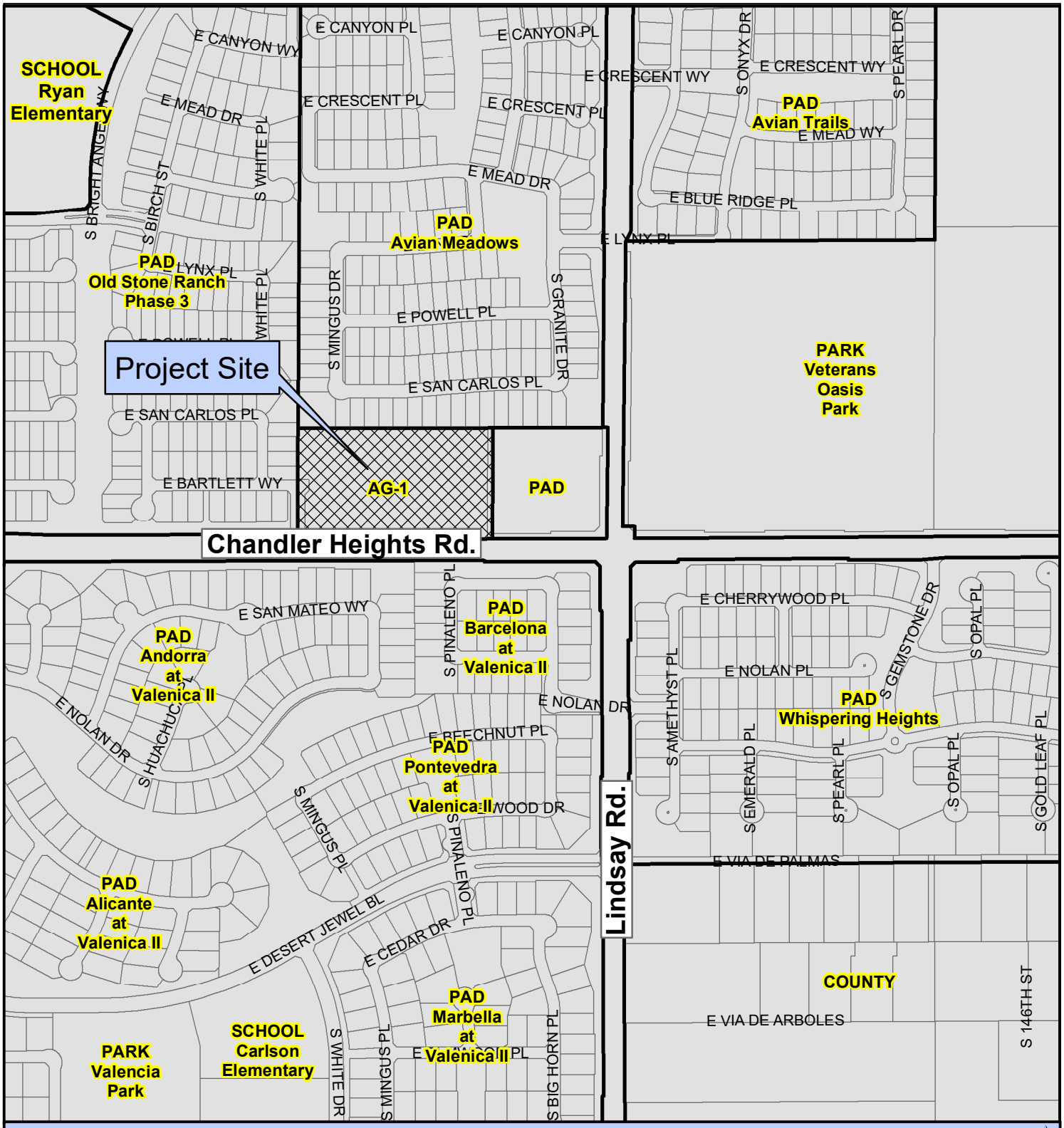
THENCE NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST (BASIS OF BEARINGS) ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 19, A DISTANCE OF 509.20 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST, 22.00 FEET TO A POINT FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A MARICOPA COUNTY BRASS CAP, BEARS NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST, 2110.30 FEET DISTANT THEREFROM;

THENCE NORTH 00 DEGREES 38 MINUTES 04 SECONDS EAST, BEING PARALLEL WITH THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 496.51 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19 AND FROM WHICH POINT THE NORTHWEST CORNER OF THE SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, BEARS NORTH 89 DEGREES 51 MINUTES 12 SECONDS WEST, 789.55 FEET DISTANT THEREFROM;

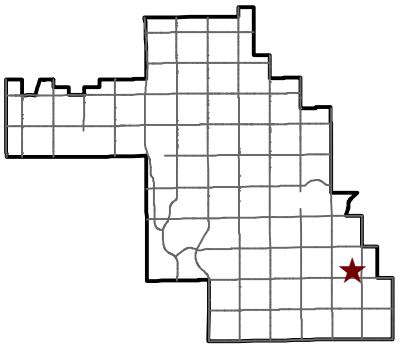
THENCE SOUTH 89 DEGREES 51 MINUTES 12 SECONDS EAST, 22.00 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF THE SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19 BEARS SOUTH 89 DEGREES 51 MINUTES 12 SECONDS EAST, 511.24 FEET DISTANT THEREFROM;

THENCE SOUTH 00 DEGREES 38 MINUTES 04 SECONDS WEST, 496.51 FEET TO THE TRUE POINT OF BEGINNING.
SUBJECT TO A ROADWAY OVER THE SOUTHERLY 33.00 FEET THEREOF.



PLH21-0030/PLH21-0015/PLT21-0011 Old Stone Ranch Phase 4

Project Details
Area Plan Amendment/Rezone/PDP/Preliminary Plat
8 Acres
44 Lots (Single Family)
5.47 Dwelling units per acre (du/ac)



CHANDLER arizona

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For more information visit:
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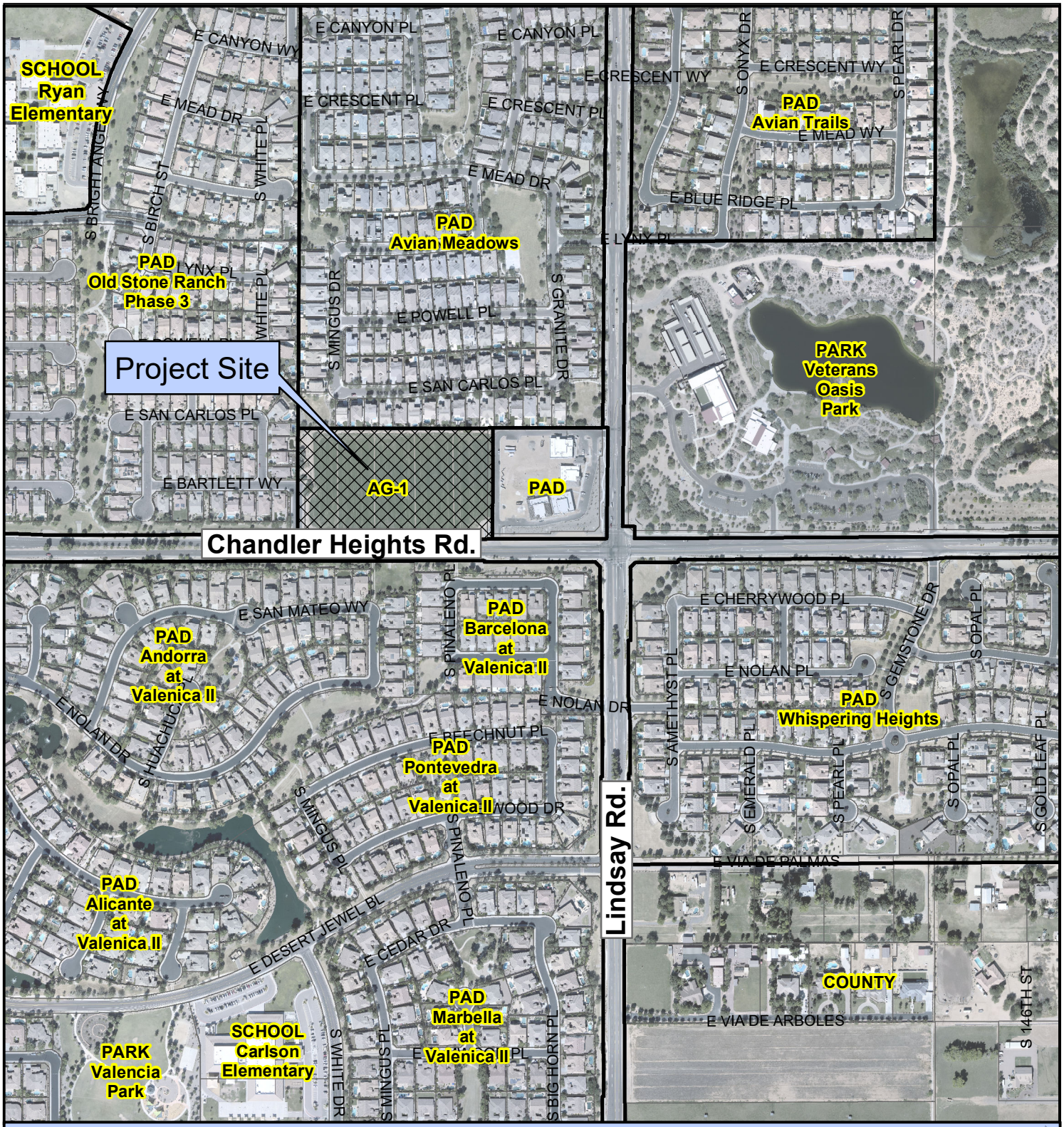

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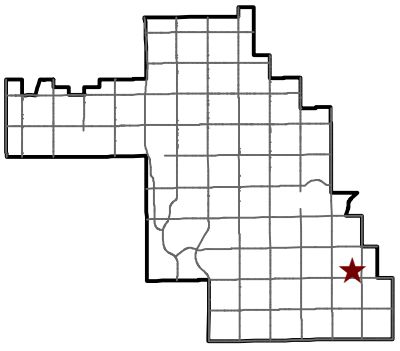

CHANDLER arizona

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NEW VILLAGE HOMES

JUNE 2021

OLD STONE RANCH PHASE 4

Northwest of Lindsay Road and Chandler Heights Road, Chandler, Maricopa County, Arizona.

PLANNED AREA DEVELOPMENT
PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY PLAT
AREA PLAN AMENDMENT

Bowman CONSULTING

SUBMITTED BY:
BOWMAN CONSULTING GROUP, LTD.
2420 S. POWER ROAD, SUITE 105
MESA, ARIZONA 85209
PHONE: 480.267.9978
www.bowmanconsulting.com

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Exhibits

Exhibit 1: Aerial Vicinity Map
Exhibit 2: Old Stone Ranch Density Exhibit and Calculations
Exhibit 3: Site Plan
Exhibit 4: Landscape Site Plan
Exhibit 5: Planting Plan
Exhibit 6: Amenity Plans and Elevations
Exhibit 7: Wall Plan, Entry Monument and Community Signage
Exhibit 8: Floor Plans and Elevations
Exhibit 9: Lot Fit Exhibit
Exhibit 10: Enhanced Elevation Exhibit
Exhibit 11: Guest Parking and Trash Exhibit
Exhibit 12: Preliminary Plat
Exhibit 13: Preliminary Grading Plan

I. INTRODUCTION

New Village Homes is excited to bring Old Stone Ranch Phase 4, a proposed single-family residential development, to the City of Chandler. Located west of the northwest corner of Lindsay Road and Chandler Heights Road in Chandler, Old Stone Ranch Phase 4 brings a unique housing product that will be a great addition to the surrounding area. The Project site is currently a farm field with a gross area of 9.25 acres (8.04 net acres). The Site will be developed as 44 single-family lots with a density of 5.47 du/net acre. When including the Project in the Old Stone Ranch development, the combined density is 2.69 du/net arce. This request is to rezone the property from AG-1 to Planned Area Development Residential, modify the Brooks Ranch Area Plan from Rural Residential (RR) to Single-Family Medium Density Residential (SFMR) 0 to 6 du/acre and to approve the proposed Preliminary Development Plan (PDP) and preliminary plat for the subject parcel. The proposed single-family use provides for a development that is complementary to the adjacent neighborhoods.

II. SURROUNDING AREA AND EXISTING ZONING

The Site is bounded by Avian Meadows to the north, Old Stone Ranch Phase 3 to the west, Chandler Park Senior Villas to the east, and Chandler Heights Road to the south. **See Exhibit 1: Aerial Vicinity Map.**

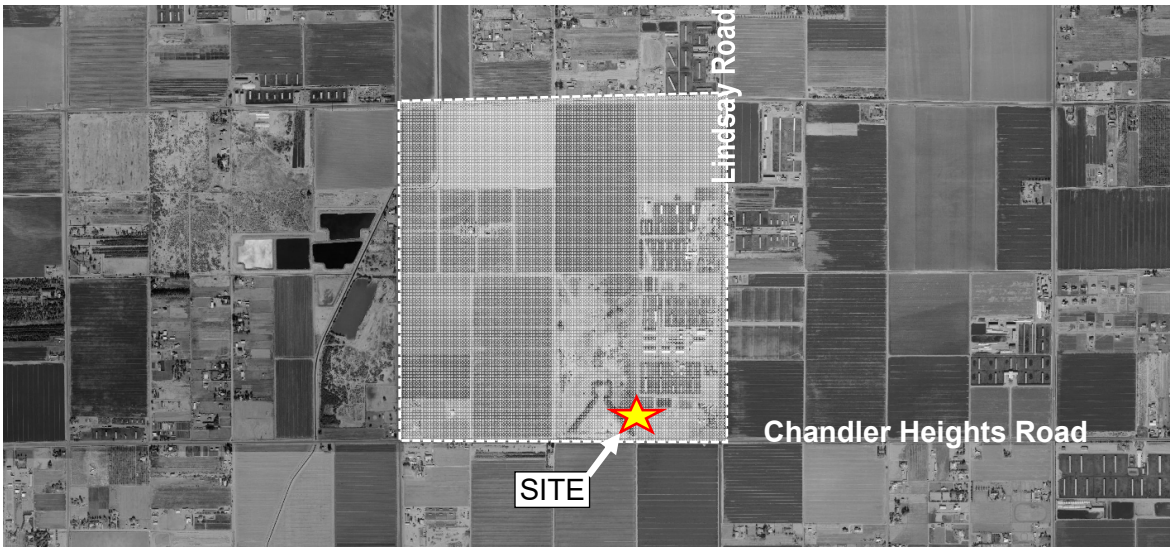
The site is adjacent to the Old Stone Ranch master-planned community and desires to become a part of the master-planned community. To the west of the Project is Old Stone Ranch Phase 3, which is zoned PAD for Single-Family with minimum lot sizes of 7,320 square feet. To the south, across Chandler Heights Road are Andorra at Valencia 2 and Barcelona at Valencia 2, which are both zoned PAD for Single-Family and have minimum lot sizes around 9,000 square feet. To the east is Chandler Park Senior Villas, which is zoned PAD and is a Senior Living facility. To the north is Avian Meadows, which is zoned PAD for Single-Family with minimum lot sizes of 7,200 square feet

III. AREA PLANS

The site is designated on the City of Chandler's General Plan as Neighborhood. The proposed use is compatible with the Neighborhood designation as the predominant land use in this category is residential. The proposed development falls into the Medium-density residential category of the General Plan. The General Plan states that medium-density residential is appropriate along arterial roads. The project lies just west of the intersection of two arterial roadways and has frontage on Chandler Heights Road.

The project site is also located within the Brooks Ranch Area Plan and designated for Rural Residential, likely due to the site's historic agricultural use. The Brooks Ranch Area Plan was adopted in 1999 in association with an annexation of approximately 640 acres into the City of Chandler. At the time, as shown below, the community and surrounding areas only contained agricultural uses and a few single-family homes on large lots.

Brooks Ranch – 1999



Today, this community is drastically different and land use objectives have shifted dramatically to respond to a growing population.

As such, we respectfully request an Area Plan Amendment to Single-Family Medium Density Residential (SFMR) 0 to 6 du/acre. This area's rapidly growing population supports the proposed single-family development where rural residential lots are no longer appropriate. Since the area plan was adopted, a number of properties have been developed in ways that differ from the original vision of the area plan in response to shifting needs of the community. For example, the approximate 4.5 acres at the northwest corner of Lindsay Road and Chandler Heights Road was recently developed as an assisted living facility where the area plan previously anticipated rural residential. This proposal presents an appropriate land use along a minor arterial and provides a transition from the adjacent assisted living facility to the single-family residences to the west.

The primary goal of the area plan was to ensure that development of the quarter-section occurred in a coordinated and identifiable pattern. This proposal is sensitive to the surrounding land uses and will enhance the White Place entry, thereby reinforcing the identity of Old Stone Ranch.

The Project is also within the Southeast Chandler Area Plan. The Southeast Chandler Area Plan (SECAP) designates the property as Traditional Suburban Character. While the density of Old Stone Ranch Phase 4 at 5.47 du/net acre exceeds the density cap of 3.5 du/net acre as set in the SECAP, other individual parcels within the SECAP have a density over the 3.5 du/acre cap. Parcel 3 of Sun Groves has a net density of 5.94 du/acre. This parcel is a part of the Sun Grove master-planned community. As such, the density of the individual parcels is blended with the other Sun Groves parcels, creating a community with a density that is appropriate for the Southeast Chandler Area Plan. In a similar fashion, the Old Stone Ranch community currently has a net density of 2.5 du/ac. When Old Stone Ranch Phase 4 is added to the density calculations, the density increases to 2.69 du/net acre. The proposed density of the entire Old Stone Ranch development is still well below the maximum density allowed in the SECAP of 3.5 du/acre. Additionally, Old Stone Ranch currently has a net open space of over 20% and the open space of Old Stone Ranch Phase 4 is 21.36%. See **Exhibit 2: Old Stone Ranch Density Exhibit and Calculations.**

The Project is of a similar but varied density to the surrounding area, creating a community that differentiates itself while blending into the surroundings. Additionally, landscape buffers are provided on all the proposed development's boundaries to limit the impact on the existing surrounding developments. Due to the parcel's size and surrounding uses, the proposed subdivision is an appropriate use of the land.

IV. PROPOSED PAD AND PDP

This proposed PAD request is to change the zoning to allow a single-family residential neighborhood that will be a great addition to the community. The proposed layout for this site will provide a well thought out community that incorporates community open spaces, pedestrian connectivity, recreational amenities, and a visual cohesiveness of landscape and architectural elements that create a high-quality residential neighborhood.

Primary access to the site will be from White Place, where residents will pass by split rail fences, lush landscaping, and a Spanish Mediterranean themed entry. A centrally located open space area will feature amenities that allow for residents to play, gather, and socialize. **See Exhibit 5: Planting Plan.**

Old Stone Ranch is proposed to be developed with 44 lots on 8.04 net acres, resulting in a density of 5.47 du/acre. The project will have forty-four lots with a minimum lot size of 55' x 81'. All homes in the community will be single-story. The project has 1.72 acres of open space, comprising 21.36% of the net project area. The project will have private internal streets and will not be gated. **See Exhibit 3: Site Plan.** The entrance to the community will feature a large date palms, concrete pavers, split rail fences and decorative entry monuments that will provide residents and visitors with a sense of arrival into the community. **See Exhibit 4: Landscape Site Plan.**

A. DEVELOPMENT STANDARDS

This project has been planned with the following residential lot development standards, the details of which are discussed below.

Regulation	Development Standard
Front Yard Setback	20 ft. to the garage door of a forward-facing garage 4 ft. to a livable area component
Rear Yard Setback	5 ft. 10 ft for Lots 1-12
Side Yard Setback	1 ft./4 ft.
Minimum Lot Width	55 ft.
Minimum Lot Depth	81 ft.
Minimum Lot Area	4,400 sq. ft.
Maximum Lot Coverage *	70%
Maximum Building Height	22 ft

*Casitas, ramadas, and accessory structures are included in lot coverage calculations.

Front Yard: The minimum front yard setback for a forward-facing garage is 20 feet measured from the property line to the face of the garage door and 4 feet measured from the property line to the nearest livable area component, which may include, but is not limited to, bonus room, porch, or other livable space.

Rear Yard: All homes will be setback a minimum of 5 feet from the rear property line. Lots 1-12 will be setback a minimum of 10 feet from the rear property line. Setbacks are measured to the living area of the home. The private, livable open space for each home is focused on the side. Homes that back up to Chandler Heights will have enhanced rear elevations. These enhanced elevations will have architectural feature such as enhanced windows, eaves and other architectural features that will be allowed to project up to 2' into the rear setback along the entire length of the home. **See Exhibit 10: Enhanced Elevation Exhibit.**

Side Yard: There will be a 0' and 4' side yard setback provided for each home and buildings will have a minimum separation of 5'. The space between homes will function as a private outdoor space for residents. While the minimum building separation is 5', the majority of the side yard will be wider and the home will provide a large glass sliding doors to allow residents to live out the side yard. **See Exhibit 9: Lot Fit Exhibit.**

Height Restrictions: The housing product will feature three single-story floor plans and will not have any two-story homes. The maximum building height will be 22' for the single-story homes.

B. HOUSING PRODUCT

New Village Homes has taken great care and pride in designing and providing attractive, livable and affordable homes for their customers. This is a unique product meets the needs of the area. Each home will have at least a 2-car garage and a driveway with a minimum depth of 20'. The architectural theme of the community will be Spanish. Like a Spanish village, the homes will have similar exterior colors and a nice sand stucco finish. Unique details such as brick, wrought iron, ceramic tile and shutters along with special color zones on front doors, shutters and garage doors will give each home its own identity. The different elevations will also vary the roof massing where possible. **See Exhibit 8: Floor Plans and Elevations.**

The homes have been designed to live out the side yard and the space between homes will function as private outdoor space for the residents. The ground level floor plan includes a large sliding glass door(s) that provides full access to the private side yard outdoor area. The side yard area will be finished with low maintenance materials such as concrete pavers, artificial turf and decomposed granite. Windows on the adjacent home will be minimized to clerestory windows. This will provide maximum privacy in the side yard area for each homeowner. A use and benefit easement in the Covenants, Conditions and Restrictions allows each homeowner full maintenance access to all four sides of their home. The small area at the rear of the lot will be used for air conditioning equipment and storage of trash receptacles.

The homes will be built on lots that are 55' x 81'. This product will feature three one-story floor plans. There are three distinct elevational styles and color pallets for each floor plan. The architectural styles will tie into the overall Spanish theme of the community but will use different metals, shutters, pop outs, rooflines, window treatments, accent materials, and colors to create diversity and interest within the subdivision.

C. LANDSCAPING AND OPEN SPACES

Old Stone Ranch Phase 4 has been designed to provide for a diverse, well-planned community that incorporates a centrally located community open space, recreational amenities and visually cohesive landscape and architectural elements. The theme for the development is Spanish Mediterranean that matches the architectural theme of the community. However, the community incorporates theming elements of the adjacent Old Stone Ranch subdivision by featuring a stone clad monument at the entry from Chandler Heights, displaying the Old Stone Ranch subdivision name. Additionally, a split rail fence will be used throughout the subdivision to match the frontage of Old Stone Ranch. The subdivision utilizes shade tree along the western and eastern boundary to provide a buffer from the existing developments. The plant palette for the proposed development will conform to the requirements set forth by the City of Chandler design guidelines.

The landscape at Old Stone Ranch Phase 4 is designed to create many usable amenities for the community. These include various amenities and an attractive destination for the residents. A centrally located park area is provided in the community allowing easy access for residents. The primary open space will be designed to allow a variety of activities. A community pool with a lounging area, picnic area and ramada will be the main focal point of the community. Adjacent to the pool, there will be a depressed turf area with picnic tables and shade trees. The pool area will provide lookout views into the turf area. The turf area will have three points of access – one ADA ramp, a staircase from the street and a double set of stairs. Additionally, the community will feature a large sunken dog park at the north end of the community. The dog park will have ADA and stair access to the bottom and will feature a large turf area, benches, and shade trees. A mailbox, trellis structure and park bench are located at the west end of the community, south of the main amenity. This allows for easy access as residents return to their homes. Other smaller passive open space areas with shade trees are located throughout the community. The amenities of the project will create a pedestrian friendly community, providing continuous connectivity between the residential and amenity areas. **See Exhibit 6: Amenity Plans & Elevations**

Along Chandler Heights, there will be a landscape buffer. The landscape buffer is a minimum 40.5’ from back of curb to lot line but is an average 45’. Trees and shrubs will be used to beautify the street scene and act as a buffer along Chandler Heights Road. As previously mentioned, the west and east boundaries of the site will also provide a landscape buffer. This perimeter landscape buffer on the west and east side of the development will feature shade trees. Additionally, trees will be planted in the back yards of the lots on the north side to provide a landscape buffer. Understory plantings on the visible open space will include shrubs and groundcovers that will provide an array of texture and color. The planting inside and outside the community will be green and colorful. **See Exhibit 5: Planting Plan.**

D. ENTRY MONUMENTATION AND THEME WALLS

In order to create a strong sense of community, the theme and fences of Old Stone Ranch Phase 4 will aesthetically compliment the architectural styles of the development as well as blend into the Old Stone Community. The Community Corner Monument will feature a large monument wrapped in stone with stucco walls and the "Old Stone Ranch" name prominently displayed with split rail fences adjacent to the monument. The monument will be located at the corner of Chandler Heights Road and White Place.

The main entry to Old Stone Ranch Phase 4 will be off of White Place and will feature a separate Spanish themed entry monument that brings in elements from the corner monument. The entry will have a community sign at the north end of White Place that prominently displays the name of the community and features date palm trees, raised planter beds and decorative tile accents. To the east, an entry street made of pavers and an entry monument adorned with decorative tiles, exposed beams, clay tile roofs, decorative steel, sconce lights, and a pedestrian entry portal will welcome residents. Additionally, a split rail fence with stone columns will tie in the theming of the corner monument. Because the entryway establishes the initial impression of the community, emphasis was placed on the design of the monument to provide an appealing visual impact. **See Exhibit 7: Wall Plan, Entry Monument and Community Signage**

E. PARKING PROVISIONS

Special attention has been exhibited in both the site layout and product design to provide adequate resident and guest parking. Each unit will have at least a two-car garage along with a 20' driveway, allowing for storage of two vehicle within the garage and two vehicles on the unit driveway for a total of four private parking spaces per unit.

In addition to the minimum of four private parking spots on each lot, the streets allow for parking on one side of the street. There will also be three parallel parking spots at the east side of the site and two pull-in parking spaces for the mailbox. Including the driveway, street, and garage spaces, parking will be provided at a ratio of over 4.85 spaces per unit. **See Exhibit 11: Guest Parking and Trash Exhibit.**

F. CIRCULATION

The project location provides future residents with easy access to many of the Valley's major freeways. The site is located on Chandler Heights, a major arterial in the southeast Valley. From Chandler Heights, residents will be able to head north to access the Loop 202 202 San Tan Freeway or west to access the I-10 Freeway. The subdivision will have a single point of access at White Place. From White Place, residents will have full-access movement onto Chandler Heights. An emergency access only will be provided onto the community to the east. The subdivision's streets are private and have been designed to calm vehicular traffic and encourage pedestrian activity. The private

streets are 37' wide that include a 29' wide street that allows for parking on one side as well as 4' sidewalks on both sides of the street.

G. PHASING

This project will be developed in two phases. A model phase will be constructed to allow for the opening of the model homes before the rest of the subdivision is completed. The phasing will meet the City's requirements for looped utilities and fire access. Deviations from the approved phasing can be approved administratively by staff.

V. MISCELLANEOUS

A. GRADING AND DRAINAGE

The project site is currently used for agriculture.

As shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), map number 04013C3110M, with a current effective date of November 4, 2015, the site falls within Flood Zone X. Zone X is defined as:

> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.

Retention basins will be constructed to hold the 100-year, 2-hour storm and to provide for active use recreational areas for residents. **See Exhibit 13: Preliminary Grading Plan.**

B. UTILITIES

Water & Sewer: Provided by the City of Chandler
Electricity: Provided by SRP
Gas: Provided by Southwest Gas
Communications: Provided by Century Link / Cox Communications

C. HOME OWNERS ASSOCIATION

Old Stone Ranch Phase 4's HOA will maintain all landscape tracts within the community as well as residents' front yard landscaping. Theme and perimeter walls, signage, monumentation, recreational amenities, and open space areas, including retention areas will be the responsibility of the HOA to maintain. The individual homeowners will be responsible for the maintenance of the internal lot-line walls. The HOA will be responsible for the maintenance of the private streets.

VI. PRELIMINARY PLAT

The proposed Preliminary Plat is attached. **See Exhibit 12: Preliminary Plat**

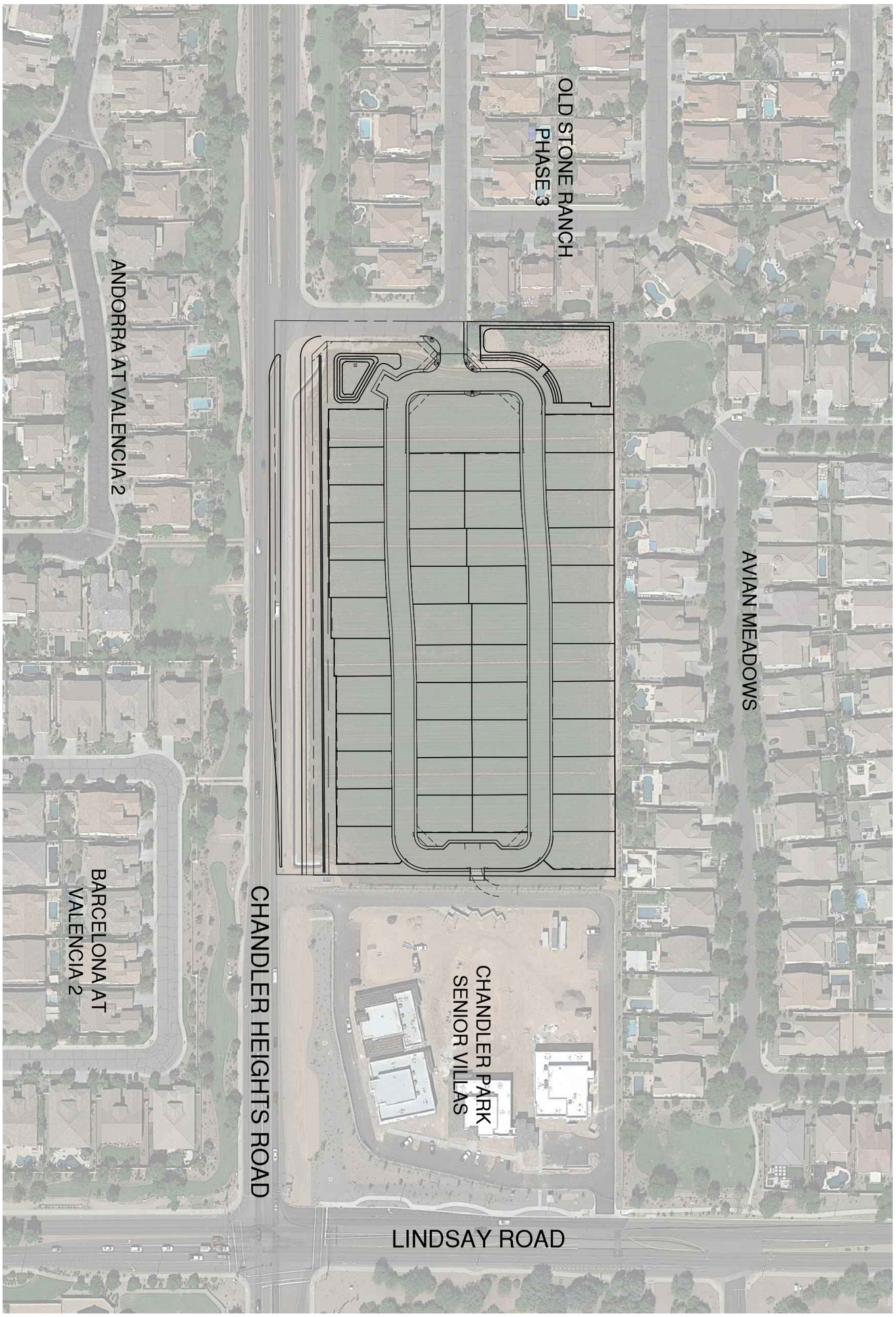
VII. PROJECT TEAM

Owner/Builder:	New Village Homes Attn: Reed Porter 890 W. Elliot Road, Suite 104 Gilbert, AZ 85233 Phone: 602-692-5369
Engineer:	Bowman Consulting Group, Ltd. Attn: Nathan Larson 2420 S. Power Road, Suite 106 Mesa, AZ 85206 Phone: 480-629-8830
Landscape Architect:	Greey Pickett Attn: Russ Greey 7144 E. Stetson Drive, Suite 205 Scottsdale, AZ 85251 Phone: 480-609-0009
Architect:	Elbracht+Company LLC Attn: JT Elbracht 20927 W. Main Street Buckeye, AZ 85396 Phone: 480-695-3384

VIII. CONCLUSION

New Village Homes' proposed PAD Amendment, Preliminary Development Plan, and Preliminary Plat collectively allow for the development of a unique and innovative single-family product. The proposed development creates a distinct residential community that adds to the character and quality of the surrounding area. The product will provide prospective residents a well-designed, upscale, relatively low maintenance new housing choice versus similarly priced new homes in the area. The proposed PAD/PDP for Subdivision Layout and Housing Product, and Preliminary Plat are consistent with the City's General Plan and is complementary and compatible with the surrounding area. Old Stone Ranch Phase 4 is a subdivision that will provide an attractive presence in the area, providing additional, diverse housing choices. We respectfully request the approval of the PAD Amendment, PDP, and Preliminary Plat.

EXHIBIT 1
AERIAL VICINITY MAP



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JOB #	050899
DATE	05/07/2021
SCALE	1"=150'
DRAWN	JCB

SHT 1 OF 1

Bowman

1295 West Washington Ste 108
Tempe, Arizona 85281
Phone: (480) 629-8830

www.bowmanconsulting.com

OLD STONE RANCH PHASE 4

CHANDLER, ARIZONA

AERIAL EXHIBIT

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EXHIBIT 2
OLD STONE RANCH DENSITY EXHIBIT AND CALCULATIONS

Bowman
CONSULTING

Existing Old Stone Ranch PAD Density

Development	Maricopa County Recording Number	Number of Lots	Net Acreage	Density (du/net ac)	Acreage of Open Space**	Percent Open Space
Old Stone Ranch Phase 1	Book 754, Page 20	228	95.85	2.38	26.48	27.63%
Old Stone Ranch Phase 2	Book 556, Page 34	181	84.25	2.15	28.33	33.63%
Old Stone Ranch Phase 3	Book 725, Page 48	176	53.90	3.27	8.43	15.63%
Total		**585**	**234.00**	**2.50**	**63.24**	**27.03%**

*Net Acreage does not include the Right-of-Way for the Arterial Roads (Chandler Heights, Lindsay Road, Ocotillo Road) or the Collector Roads (Mustang Drive, Brooks Farm Road, 140th Street). Per Chandler's typical calculations, local roadway R/W is included in the net acreage.

**Acreage of Open Space based on the tracts use table of the final plats.

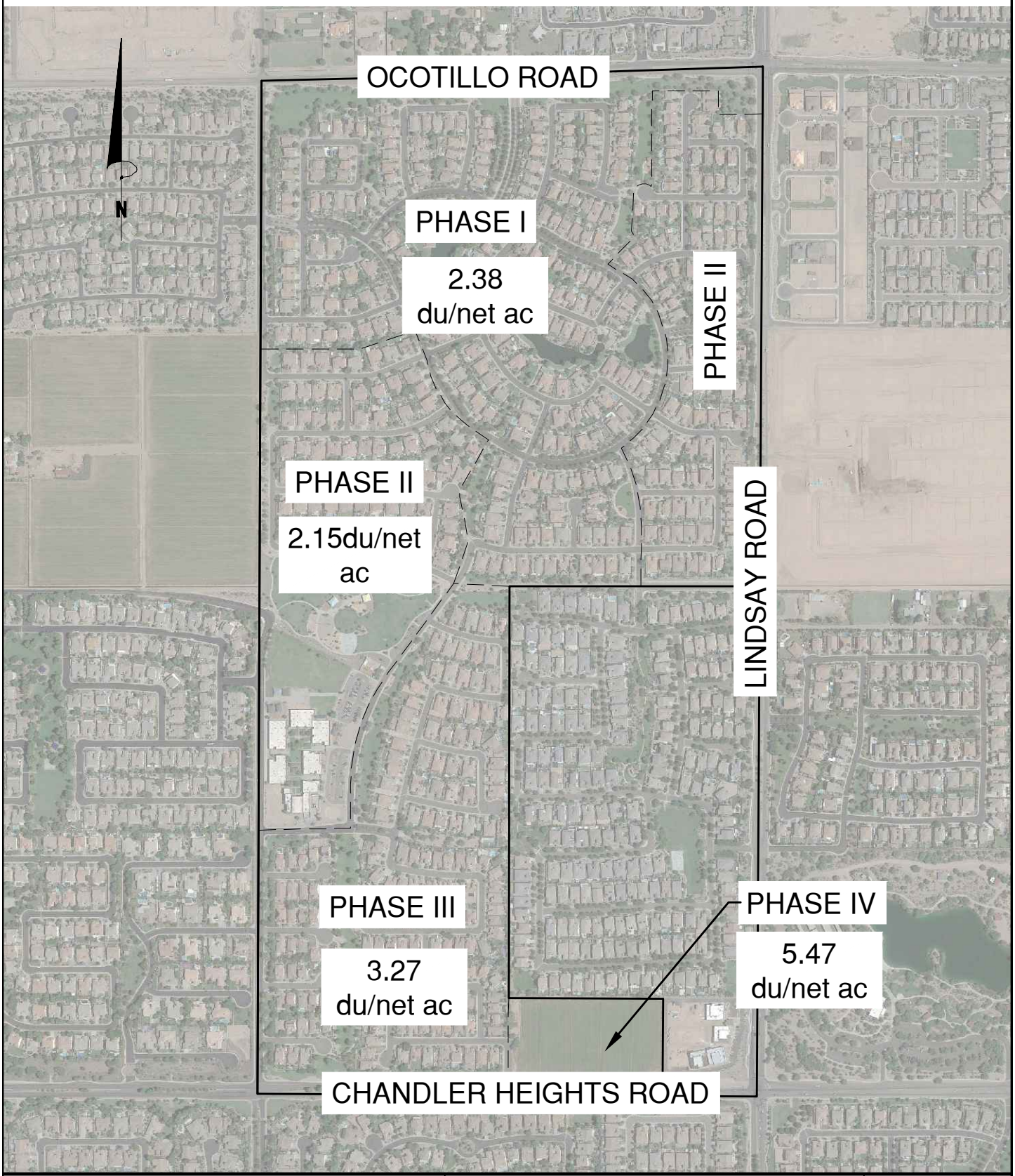
Bowman
CONSULTING

Proposed Old Stone Ranch PAD Density

Development	Maricopa County Recording Number	Number of Lots	Net Acreage	Density (du/net ac)	Acreage of Open Space**	Percent Open Space
Old Stone Ranch Phase 1	Book 754, Page 20	228	95.85	2.38	26.48	27.63%
Old Stone Ranch Phase 2	Book 556, Page 34	181	84.25	2.15	28.33	33.63%
Old Stone Ranch Phase 3	Book 725, Page 48	176	53.90	3.27	8.43	15.63%
Old Stone Ranch Phase 4	N/A	44	8.04	5.47	1.72	21.36%
Total		**629**	**234.00**	**2.69**	**64.96**	**27.76%**

*Net Acreage does not include the Right-of-Way for the Arterial Roads (Chandler Heights, Lindsay Road, Ocotillo Road) or the Collector Roads (Mustang Drive, Brooks Farm Road, 140th Street). Per Chandler's typical calculations, local roadway R/W is included in the net acreage.

**Acreage of Open Space based on the tracts use table of the final plats.



Bowman
1295 West Washington Ste 108
Tempe, Arizona 85281
Phone: (480) 629-8830
www.bowmanconsulting.com

OLD STONE RANCH

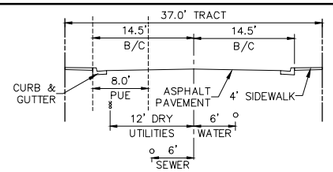
CHANDLER, AZ

DENSITY EXHIBIT

JOB #	050899
DATE	5/7/21
SCALE	N.T.S.
DRAWN	JCB
SHT	1 OF 1

CAD FILE NAME: V:\050899 - Oldstone Ranch Phase 4\050899-01-001 (ENG)\Engineering\Exhibits\050899-EXH-OSRDM.dwg 05/07/2021

EXHIBIT 3
SITE PLAN



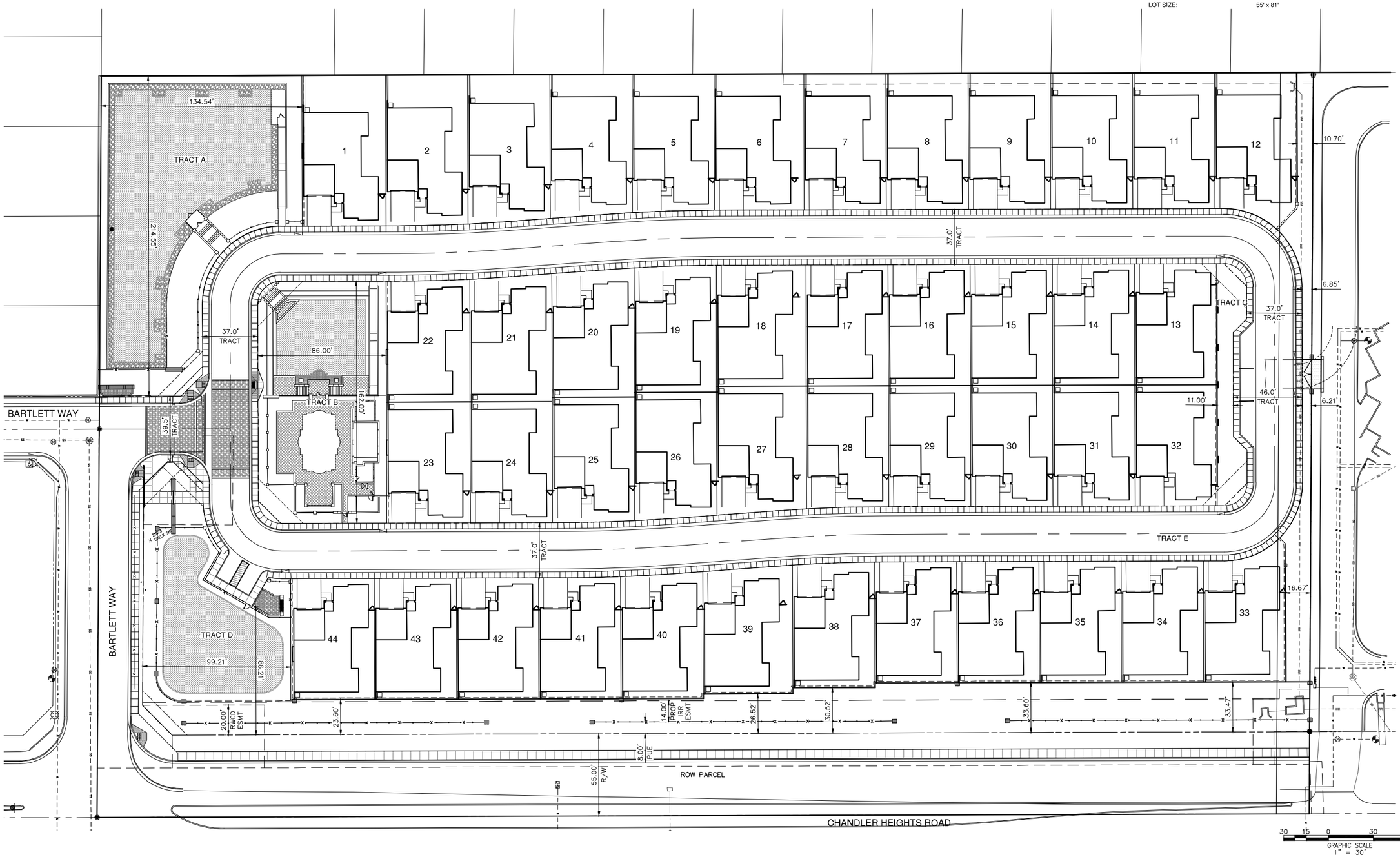
PRIVATE STREET SECTION

NO PARKING ONE SIDE
N.T.S.

SITE DATA

APPLICANT:	BOWMAN CONSULTING	
DEVELOPER:	NEW VILLAGE HOMES	
ZONING:		
EXISTING:	AG-1	
PROPOSED:	PAD	
AREA:		
GROSS:	9.25 ac	
NET:	8.04 ac	
TOTAL LOTS:	44	
PROPOSED DENSITY (net):	5.47 DU/AC	
LOT SIZE:	55' x 81'	

SETBACKS:
FRONT: 4'
REAR: 5'
10' (LOTS 1-12)
SIDE: 0'/4'



Bowman

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© Bowman Consulting Group, Ltd.

SITE PLAN
OLDSTONE RANCH
CHANDLER, ARIZONA
MARICOPA COUNTY

050899-01-001
PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION	
DAB DESIGN	JCB DRAWN	NL CHKD
SCALE	H: 1"=40' V: NONE	
JOB No. 050899-01-001		
DATE : 5/7/2021		

SHEET 01 OF 01

CAD FILE NAME: V:\050899 - Oldstone Ranch Phase 4\050899-01-001 (ENG)\Engineering\Exhibits\050899-EXH-SitePlan.dwg 06/30/2021

EXHIBIT 4
LANDSCAPE SITE PLAN

Old Stone Ranch
Chandler, Arizona

Landscape Site Plan

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GREEY | PICKETT

1"=30'-0" April 29, 2021

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Not to be used for construction.
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EXHIBIT 5
PLANTING PLAN

INERTS

Sym.	Description
	1/2" SCREENED DECOMPOSED GRANITE. COLOR: "MAHOGANY" , ROCK PROS USA, 2" DEPTH MINIMUM.
	4" - 6" EXPRESS GOLD COBBLE - GRANITE EXPRESS. 480-354-6809. (4" DEPTH MINIMUM.)

NOTES:

1. ALL LANDSCAPE AREAS EXCLUDING TURF TO BE COVERED WITH 2" DEPTH MINIMUM CRUSHED ROCK.
2. ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT ABOVE 6' CURB ELEVATION. ALL SHRUBS IN THIS AREA MAY NOT REACH A MATURE HEIGHT OVER 24".

Vines

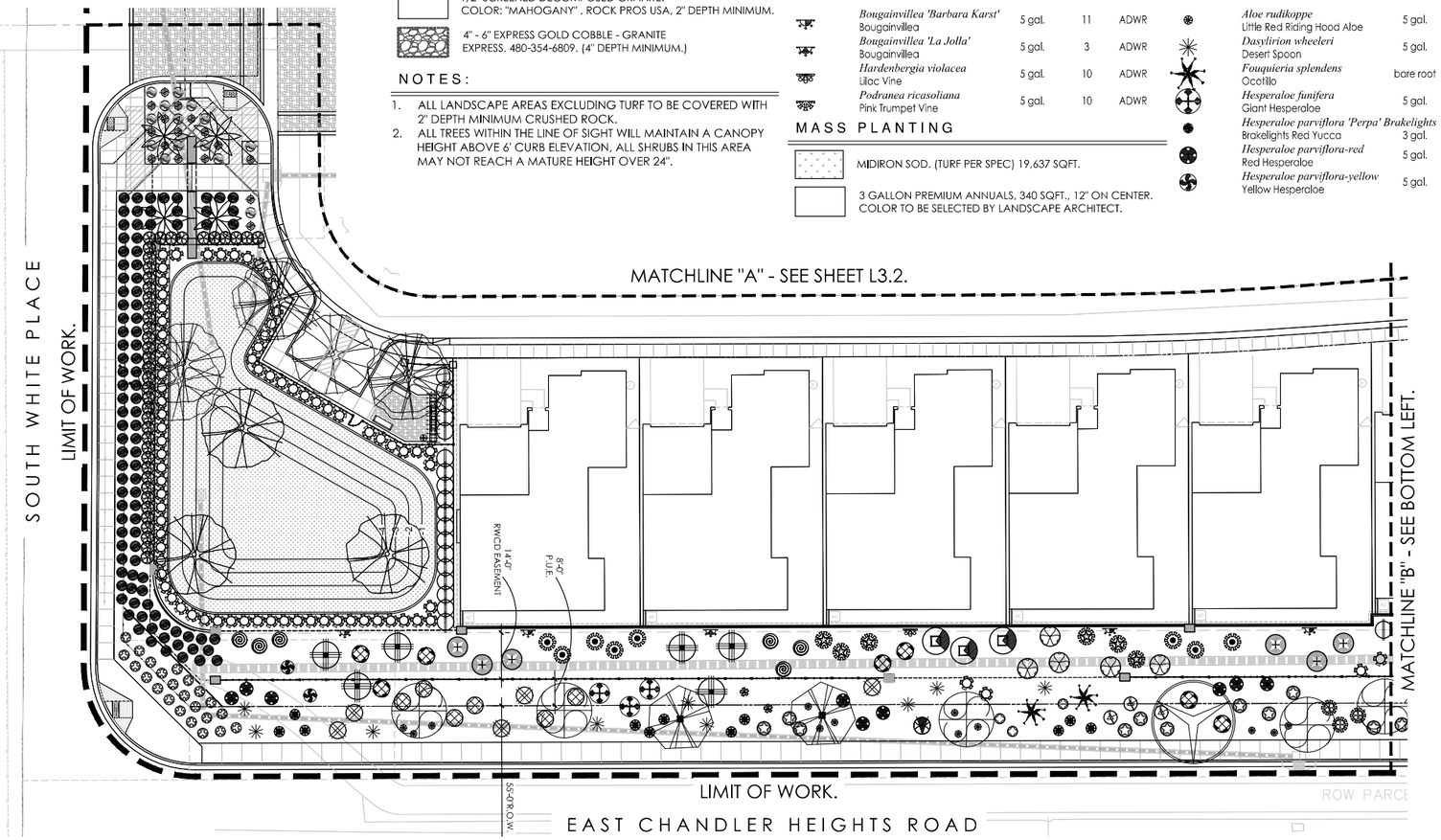
Bougainvillea 'Barbara Karst' Bougainvillea	5 gal.	11	ADWR
Bougainvillea 'La Jolla' Bougainvillea	5 gal.	3	ADWR
Hardenbergia violacea Lilac Vine	5 gal.	10	ADWR
Podranea ricasoliana Pink Trumpet Vine	5 gal.	10	ADWR

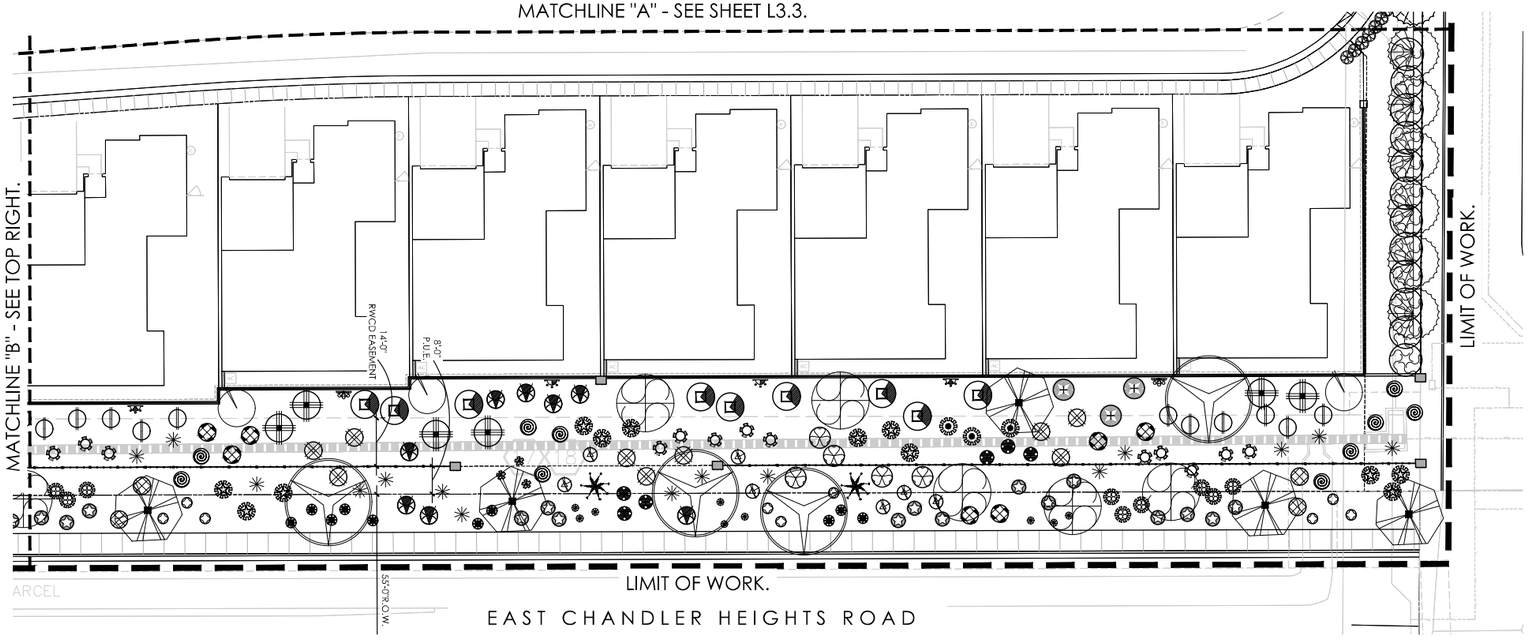
MASS PLANTING

	MIDIRON SOD. (TURF PER SPEC) 19,637 SQFT.
	3 GALLON PREMIUM ANNUALS, 340 SQFT., 12" ON CENTER. COLOR TO BE SELECTED BY LANDSCAPE ARCHITECT.

Accents and Cacti

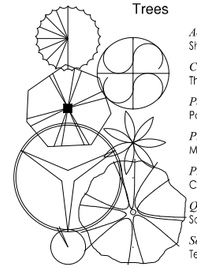
Aloe rudikoppe Little Red Riding Hood Aloe	5 gal.	21	ADWR
Dasylirion wheeleri Desert Spoon	5 gal.	24	ADWR
Fouquieria splendens Ocotillo	bare root	4	ADWR
Hesperaloe funifera Giant Hesperaloe	5 gal.	3	ADWR
Hesperaloe parviflora 'Perpa' Brakelights Brakelights Red Yucca	3 gal.	52	ADWR
Hesperaloe parviflora-red Red Hesperaloe	5 gal.	15	ADWR
Hesperaloe parviflora-yellow Yellow Hesperaloe	5 gal.	2	ADWR





PLANT MATERIALS LEGEND

Trees



Sym.	Plant Name	Size	Qty	Remarks
	Acacia stenophylla Shoestring Acacia	24" box	40	ADWR 1.0-1.5 CAL. 3-4' W x 8-10' H
	Caesalpinia cacalaco 'Smoothie' Thornless Cascalote	36" box	10	ADWR 1.5-2.0 CAL. 5-6' W x 8-10' H
	Parkinsonia praecox Palo Brea	36 box	7	ADWR 1.75-2.25 CAL. 6-7' W x 8-9' H
	Phoenix dactylifera 'Medjool' Medjool Date Palm	17' high	11	ADWR
	Prosopis chilensis Chilean Mesquite	36" box	5	ADWR 1.75-2.5 CAL. 7-8' W x 8-10' H
	Quercus virginiana Southern Live Oak	36" box	42	ADWR 1.75-2.5 CAL. 5-7' W x 10-12' H
	Sophora secundiflora Texas Mountain Laurel	24" box	3	ADWR .75-1.0 CAL. 2-3' W x 3-4' H

Shrubs

Buddleia marrubiifolia Wooly Butterfly Bush	5 gal.	14	ADWR
Calliandra californica Red Fairy Duster	5 gal.	9	ADWR
Cordia parvifolia Little Leaf Cordia	5 gal.	28	ADWR
Dodonaea viscosa Hop Bush	5 gal.	171	ADWR
Eremophila glabra ssp. carnosa Winter Blaze Winter Blaze	5 gal.	20	ADWR
Eremophila hygophana Blue Bells	5 gal.	21	ADWR
Eremophila maculata 'Valentine' Valentine Shrub	5 gal.	10	ADWR
Justicia californica 'Yellow' Yellow Chuparosa	5 gal.	14	ADWR
Justicia californica Chuparosa	5 gal.	10	ADWR
Lantana camara 'Gold Mound' Gold Mound Lantana	5 gal.	150	ADWR
Leucophyllum frutescens 'Green Cloud' Green Cloud Sage	5 gal.	11	ADWR
Leucophyllum laevigatum Chihuahuan Sage	5 gal.	12	ADWR
Leucophyllum langamaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	18	ADWR
Leucophyllum zygophyllum 'Cimarron' Cimarron Sage	5 gal.	111	ADWR
Leucophyllum zygophyllum Blue Ranger	5 gal.	94	ADWR
Nerium oleander 'Sister Agnes' White Oleander	15 gal.	24	ADWR
Olea europaea 'Montra' Little Ollie Dwarf Ollie	5 gal.	198	ADWR
Perovskia atriplicifolia Russian Sage	5 gal.	16	ADWR
Rosmarinus officinalis 'Tuscan Blue' Upright Rosemary	5 gal.	26	ADWR
Ruellia brittoniana Ruellia - Purple Flower	5 gal.	17	ADWR
Ruellia brittoniana Ruellia - White Flower	5 gal.	17	ADWR
Ruellia peninsularis Desert Ruellia	5 gal.	10	ADWR
Salvia clevelandii Chaparral Sage	5 gal.	9	ADWR
Sphaeralcea ambigua Globe Mallow	1 gal.	12	ADWR
Tecoma stans Yellow Bells	5 gal.	12	ADWR

Groundcovers

Eremophila glabra 'Mingenew Gold' Outback Sunrise Emu	5 gal.	23	ADWR
Lantana montevidensis 'White' White Lantana	5 gal.	53	ADWR
Lantana montevidensis Purple Trailing Lantana	5 gal.	58	ADWR

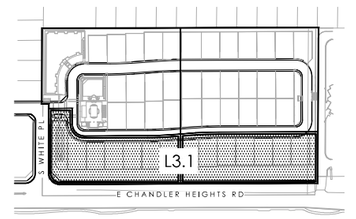
GREEY|PICKETT
landscape architecture | community design
7144 e stetson drive, suite 205
scottsdale, arizona 85251
480.609.0009 p 480.609.0068f

RUSSELL E. GREEY — Expires 12/31/21

OLD STONE RANCH
Chandler, Arizona

0' 20' 40' 60'
Scale: 1" = 20'-0"

KEY MAP
SCALE: NTS



revisions:

project #: NVH005
scale: 1" = 20'-0"
issued for: DR Submittal
drawn by: TEAM
date: 04/29/2021
drawing: Planting Plan

L3.1
of

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INERTS

Sym.	Description
	1/2" SCREENED DECOMPOSED GRANITE. COLOR: "MAHOGANY" , ROCK PROS USA, 2" DEPTH MINIMUM.
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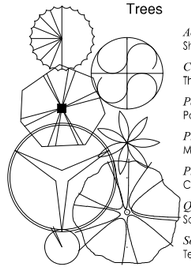

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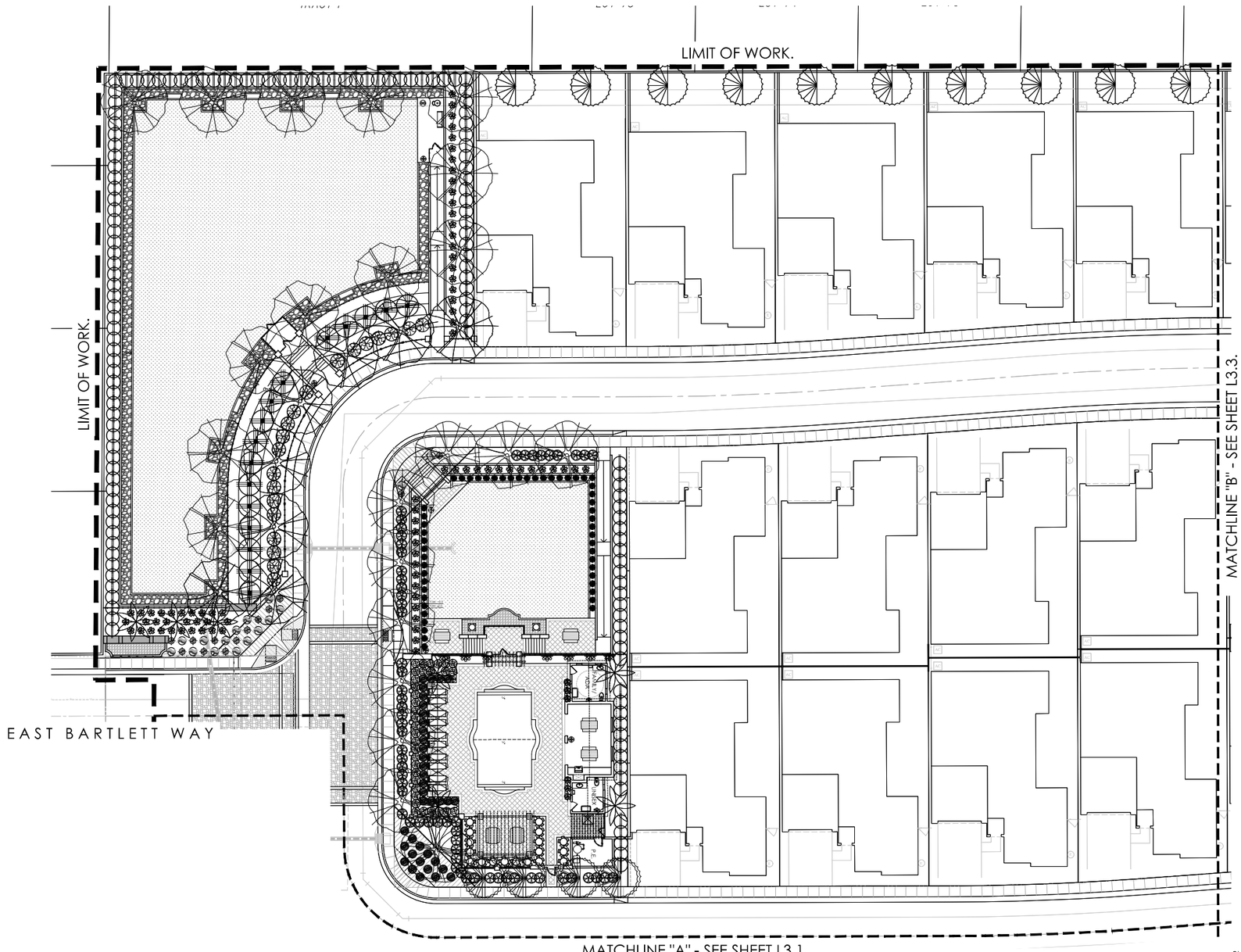
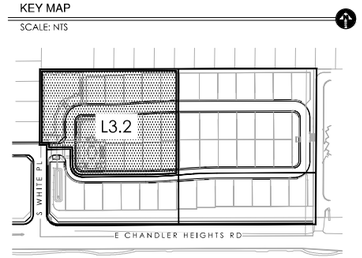
	Eremophila glabra ssp. carnosa Winter Blaze Winter Blaze	5 gal.	20	ADWR
	Eremophila hygophana Blue Bells	5 gal.	21	ADWR
	Eremophila maculata 'Valentine' Valentine Shrub	5 gal.	10	ADWR
	Justicia californica 'Yellow' Yellow Chuparosa	5 gal.	14	ADWR
	Justicia californica Chuparosa	5 gal.	10	ADWR
	Lantana camara 'Gold Mound' Gold Mound Lantana	5 gal.	150	ADWR
	Leucophyllum frutescens 'Green Cloud' Green Cloud Sage	5 gal.	11	ADWR
	Leucophyllum laevigatum Chihuahuan Sage	5 gal.	12	ADWR
	Leucophyllum langamaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	18	ADWR
	Leucophyllum zygophyllum 'Cimarron' Cimarron Sage	5 gal.	111	ADWR
	Leucophyllum zygophyllum Blue Ranger	5 gal.	94	ADWR
	Nerium oleander 'Sister Agnes' White Oleander	15 gal.	24	ADWR
	Olea europaea 'Montra' Little Ollie Dwarf Ollie	5 gal.	198	ADWR
	Perovskia atriplicifolia Russian Sage	5 gal.	16	ADWR
	Rosmarinus officinalis 'Tuscan Blue' Upright Rosemary	5 gal.	26	ADWR
	Ruellia brittoniana Ruellia - Purple Flower	5 gal.	17	ADWR
	Ruellia brittoniana Ruellia - White Flower	5 gal.	17	ADWR
	Ruellia peninsularis Desert Ruellia	5 gal.	10	ADWR
	Salvia clevelandii Chaparral Sage	5 gal.	9	ADWR
	Sphaeralcea ambigua Globe Mallow	1 gal.	12	ADWR
	Tecoma stans Yellow Bells	5 gal.	12	ADWR

Groundcovers

	Eremophila glabra 'Mingenew Gold' Outback Sunrise Emu	5 gal.	23	ADWR
	Lantana montevidensis 'White' White Lantana	5 gal.	53	ADWR
	Lantana montevidensis Purple Trailing Lantana	5 gal.	58	ADWR



KEY MAP
SCALE: NTS



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OLD STONE RANCH
Chandler, Arizona

revisions:

project #: NVH005
scale: 1" = 20'-0"
issued for: DR Submittal
drawn by: TEAM
date: 04/29/2021

drawing: *Planting Plan*

L3.2

of

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INERTS

Sym.	Description
	1/2" SCREENED DECOMPOSED GRANITE. COLOR: "MAHOGANY" , ROCK PROS USA, 2" DEPTH MINIMUM.
	4" - 6" EXPRESS GOLD COBBLE - GRANITE EXPRESS. 480-354-6809. (4" DEPTH MINIMUM.)

NOTES:

1. ALL LANDSCAPE AREAS EXCLUDING TURF TO BE COVERED WITH 2" DEPTH MINIMUM CRUSHED ROCK.
2. ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT ABOVE 6' CURB ELEVATION. ALL SHRUBS IN THIS AREA MAY NOT REACH A MATURE HEIGHT OVER 24".

Vines

Bougainvillea 'Barbara Karst' Bougainvillea	5 gal.	11	ADWR
Bougainvillea 'La Jolla' Bougainvillea	5 gal.	3	ADWR
Hardenbergia violacea Lilac Vine	5 gal.	10	ADWR
Podranea ricasoliana Pink Trumpet Vine	5 gal.	10	ADWR

MASS PLANTING

MIDIRON SOD. (TURF PER SPEC) 19,637 SQFT.

3 GALLON PREMIUM ANNUALS, 340 SQFT., 12" ON CENTER. COLOR TO BE SELECTED BY LANDSCAPE ARCHITECT.

Accents and Cacti

Aloe rudikoppe Little Red Riding Hood Aloe	5 gal.	21	ADWR
Dasylirion wheeleri Desert Spoon	5 gal.	24	ADWR
Fouquieria splendens Ocotillo	bare root	4	ADWR
Hesperaloe funifera Giant Hesperaloe	5 gal.	3	ADWR
Hesperaloe parviflora 'Perpa' Brakelights Brakelights Red Yucca	3 gal.	52	ADWR
Hesperaloe parviflora-red Red Hesperaloe	5 gal.	15	ADWR
Hesperaloe parviflora-yellow Yellow Hesperaloe	5 gal.	2	ADWR

PLANT MATERIALS LEGEND

Trees

Sym.	Plant Name	Size	Qty	Remarks
	Acacia stenophylla Shoestring Acacia	24" box	40	ADWR 1.0-1.5 CAL. 3-4' W x 8-10' H
	Caesalpinia cacalaco 'Smoothie' Thornless Cascalote	36" box	10	ADWR 1.5-2.0 CAL. 5-6' W x 8-10' H
	Parkinsonia praecox Palo Brea	36 box	7	ADWR 1.75-2.25 CAL. 6-7' W x 8-9' H
	Phoenix dactylifera 'Medjool' Medjool Date Palm	17' high	11	ADWR
	Prosopis chilensis Chilean Mesquite	36" box	5	ADWR 1.75-2.5 CAL. 7-8' W x 8-10' H
	Quercus virginiana Southern Live Oak	36" box	42	ADWR 1.75-2.5 CAL. 5-7' W x 10-12' H
	Sophora secundiflora Texas Mountain Laurel	24" box	3	ADWR .75-1.0 CAL. 2-3' W x 3-4' H

Shrubs

Buddleia marrubiifolia Woolly Butterfly Bush	5 gal.	14	ADWR
Calliandra californica Red Fairy Duster	5 gal.	9	ADWR
Cordia parvifolia Little Leaf Cordia	5 gal.	28	ADWR
Dodonaea viscosa Hop Bush	5 gal.	171	ADWR
Eremophila glabra ssp. carnosa Winter Blaze Winter Blaze	5 gal.	20	ADWR
Eremophila hygophana Blue Bells	5 gal.	21	ADWR
Eremophila maculata 'Valentine' Valentine Shrub	5 gal.	10	ADWR
Justicia californica 'Yellow' Yellow Chuparosa	5 gal.	14	ADWR
Justicia californica Chuparosa	5 gal.	10	ADWR
Lantana camara 'Gold Mound' Gold Mound Lantana	5 gal.	150	ADWR
Leucophyllum frutescens 'Green Cloud' Green Cloud Sage	5 gal.	11	ADWR
Leucophyllum laevigatum Chihuahuan Sage	5 gal.	12	ADWR
Leucophyllum langamaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	18	ADWR
Leucophyllum zygophyllum 'Cimarron' Cimarron Sage	5 gal.	111	ADWR
Leucophyllum zygophyllum Blue Ranger	5 gal.	94	ADWR
Nerium oleander 'Sister Agnes' White Oleander	15 gal.	24	ADWR
Olea europaea 'Montra' Little Ollie Dwarf Ollie	5 gal.	198	ADWR
Perovskia atriplicifolia Russian Sage	5 gal.	16	ADWR
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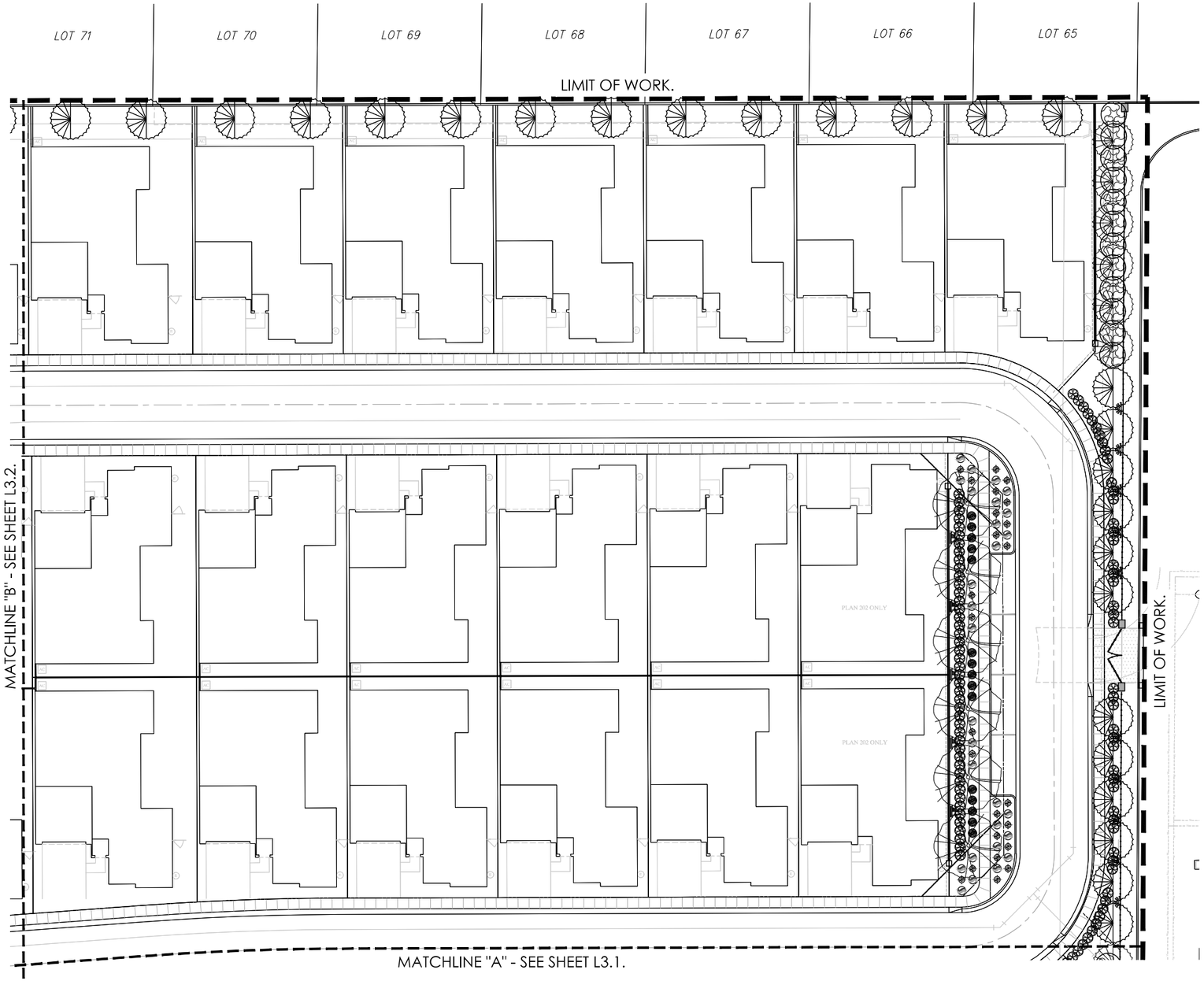
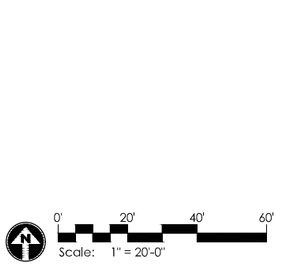
Ruellia brittoniana Ruellia - Purple Flower	5 gal.	17	ADWR
Ruellia brittoniana Ruellia - White Flower	5 gal.	17	ADWR
Ruellia peninsularis Desert Ruellia	5 gal.	10	ADWR
Salvia clevelandii Chaparral Sage	5 gal.	9	ADWR
Sphaeralcea ambigua Globe Mallow	1 gal.	12	ADWR
Tecoma stans Yellow Bells	5 gal.	12	ADWR

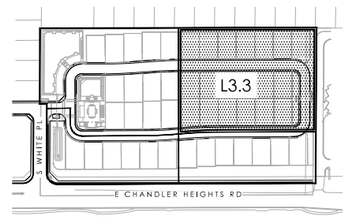
Groundcovers

Eremophila glabra 'Mingenew Gold' Outback Sunrise Emu	5 gal.	23	ADWR
Lantana montevidensis 'White' White Lantana	5 gal.	53	ADWR
Lantana montevidensis Purple Trailing Lantana	5 gal.	58	ADWR





KEY MAP
SCALE: NTS



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REGISTERED LANDSCAPE ARCHITECT
28448
RUSSELL E. GREEY
Expires 12/31/21

OLD STONE RANCH
Chandler, Arizona

revisions:

project #: NVH005
scale: 1" = 20'-0"
issued for: DR Submittal
drawn by: TEAM
date: 04/29/2021

drawing: *Planting Plan*

L3.3

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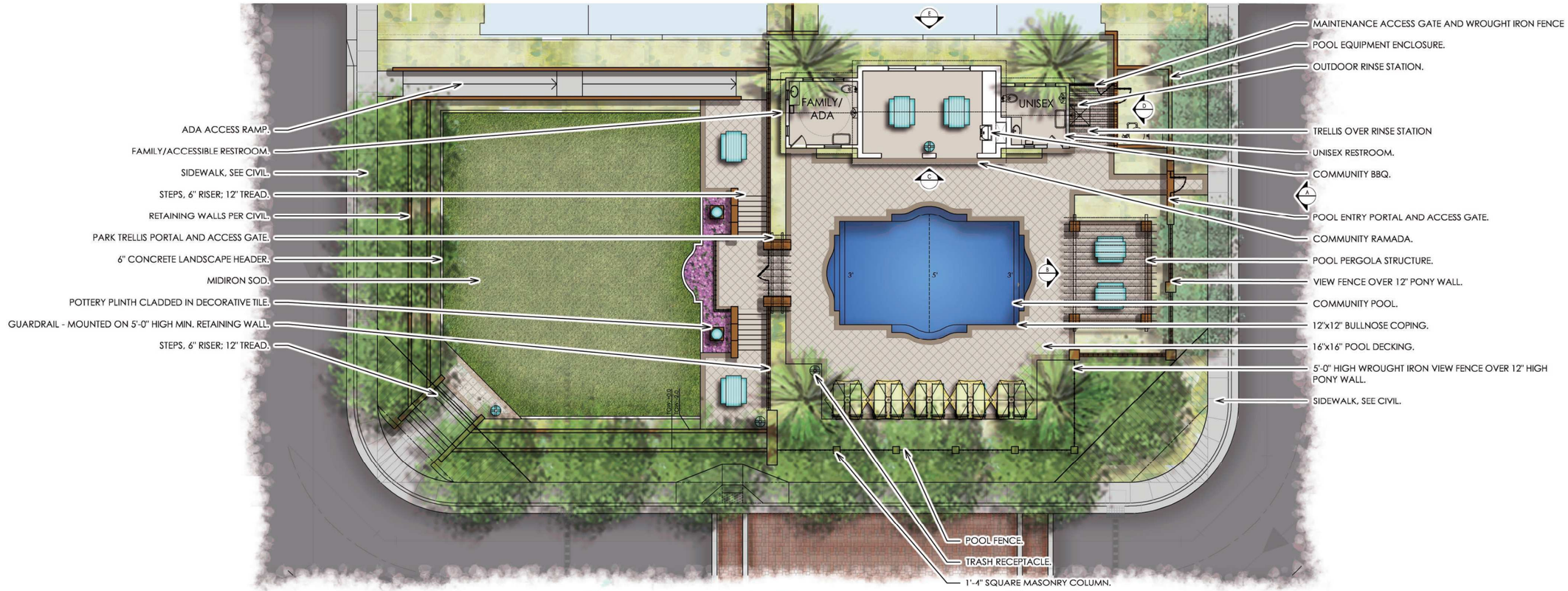
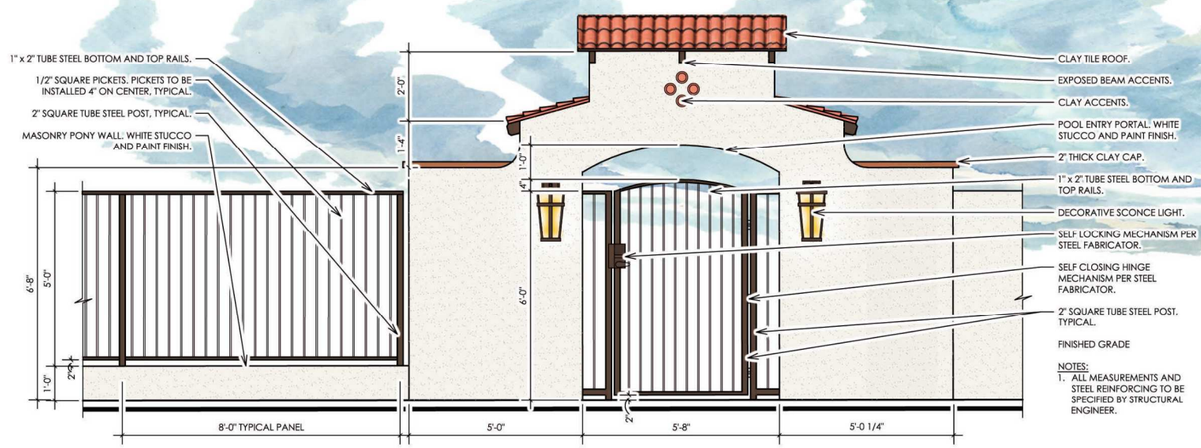
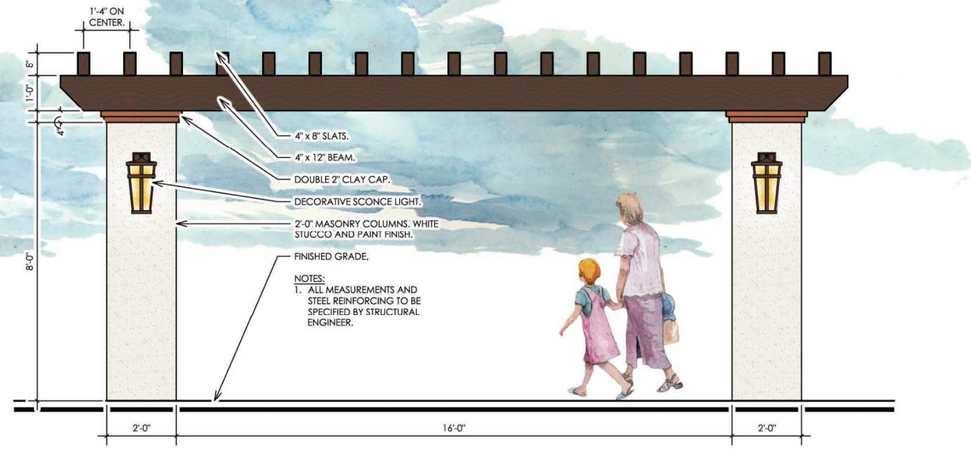
EXHIBIT 6
AMENITY PLANS AND ELEVATIONS





A *Pool Entry portal*
Scale: 1/2" = 1'-0"



B *Pool Pergola Structure*
Scale: 1/2" = 1'-0"

Old Stone Ranch
Chandler, Arizona

Community Pool and Park
Conceptual Plan

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1"=10'-0" February 19, 2021

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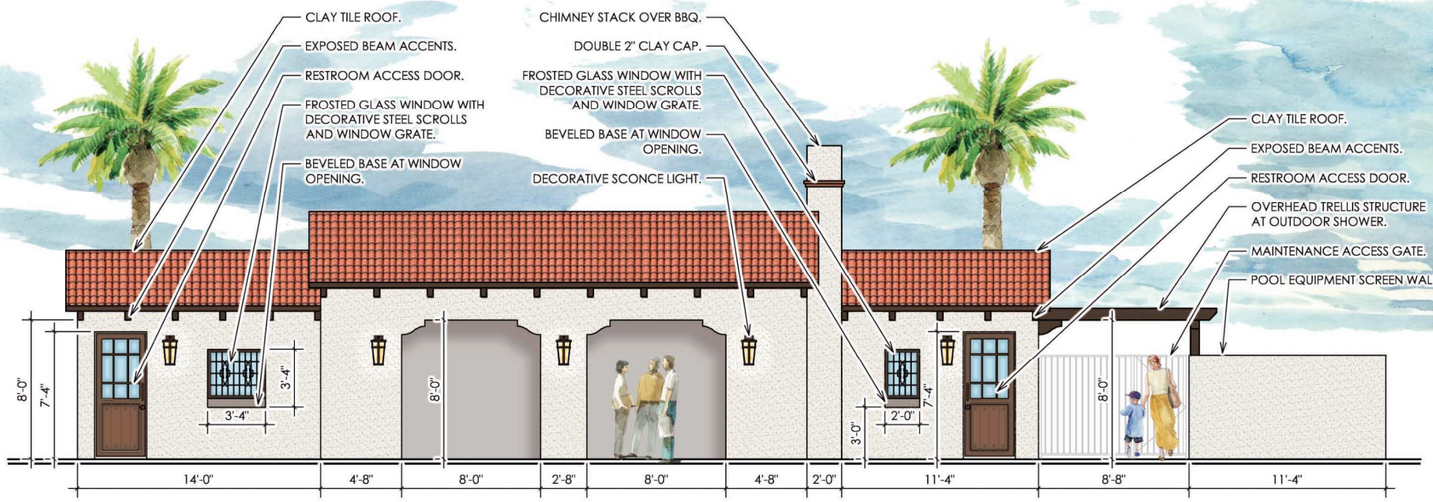
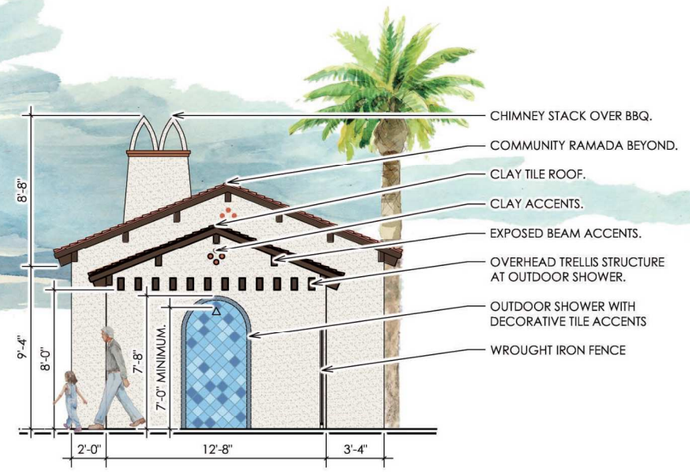
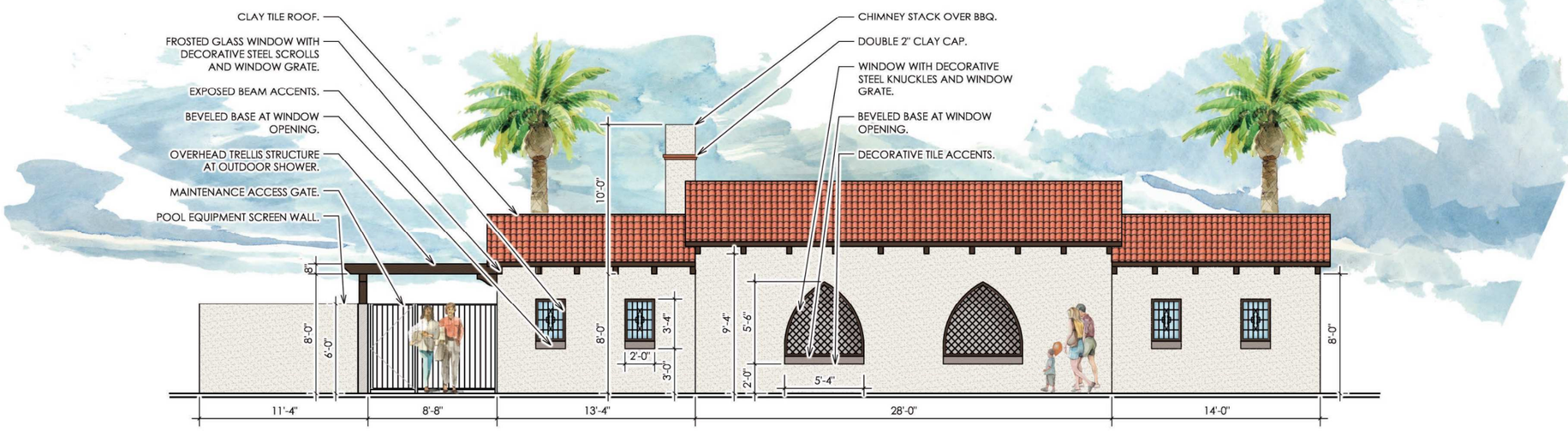


C *West Elevation*
Scale: 1/4" = 1'-0"



D *South Elevation*
Scale: 1/4" = 1'-0"



E *East Elevation*
Scale: 1/4" = 1'-0"

Old Stone Ranch
Chandler, Arizona

Pool Ramada and Restrooms
Conceptual Elevations

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1/4"=1'-0" April 29, 2021

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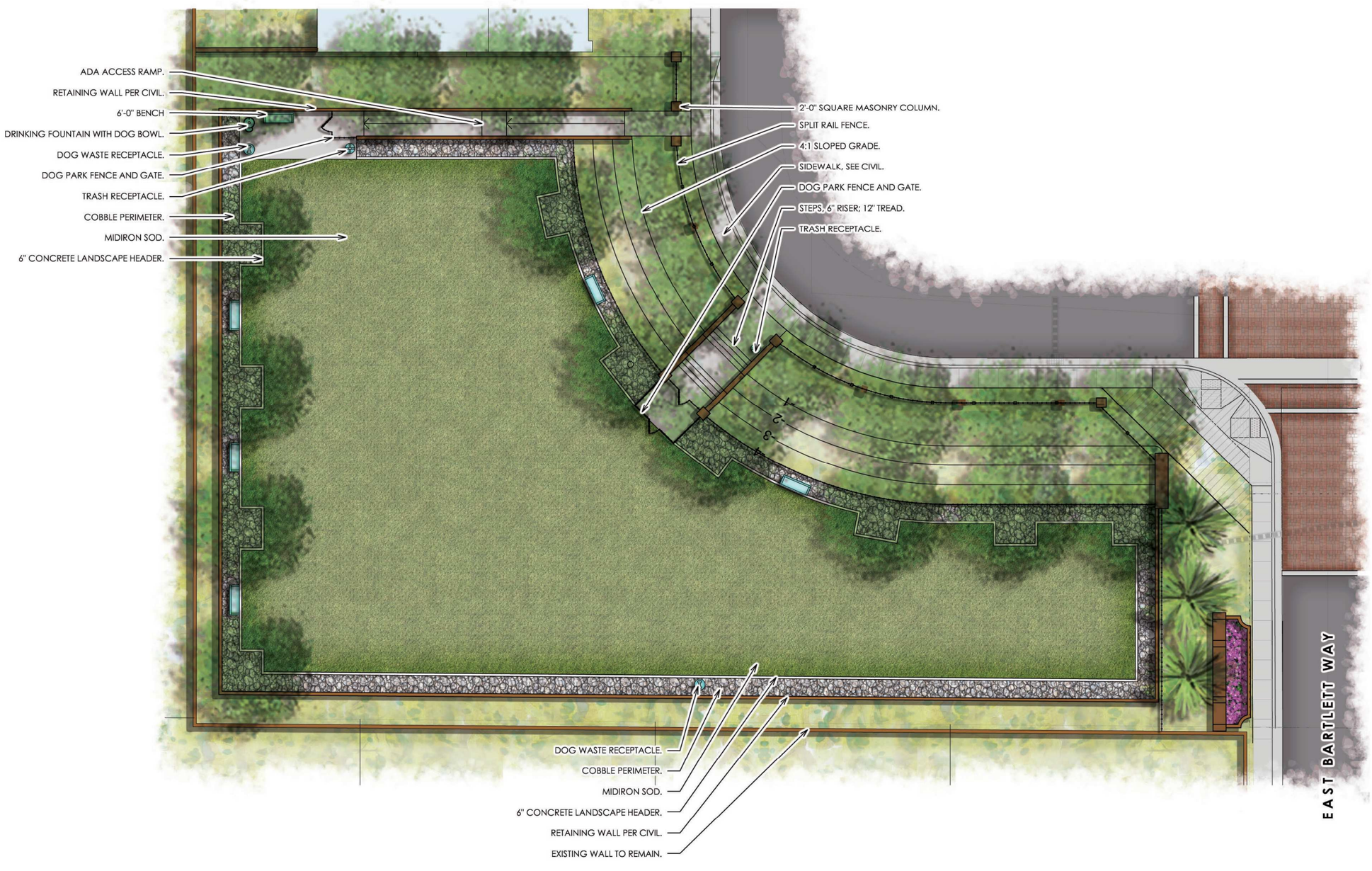

Old Stone Ranch
Chandler, Arizona

Dog Park
Conceptual Plan

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1"=10'-0" April 29, 2021

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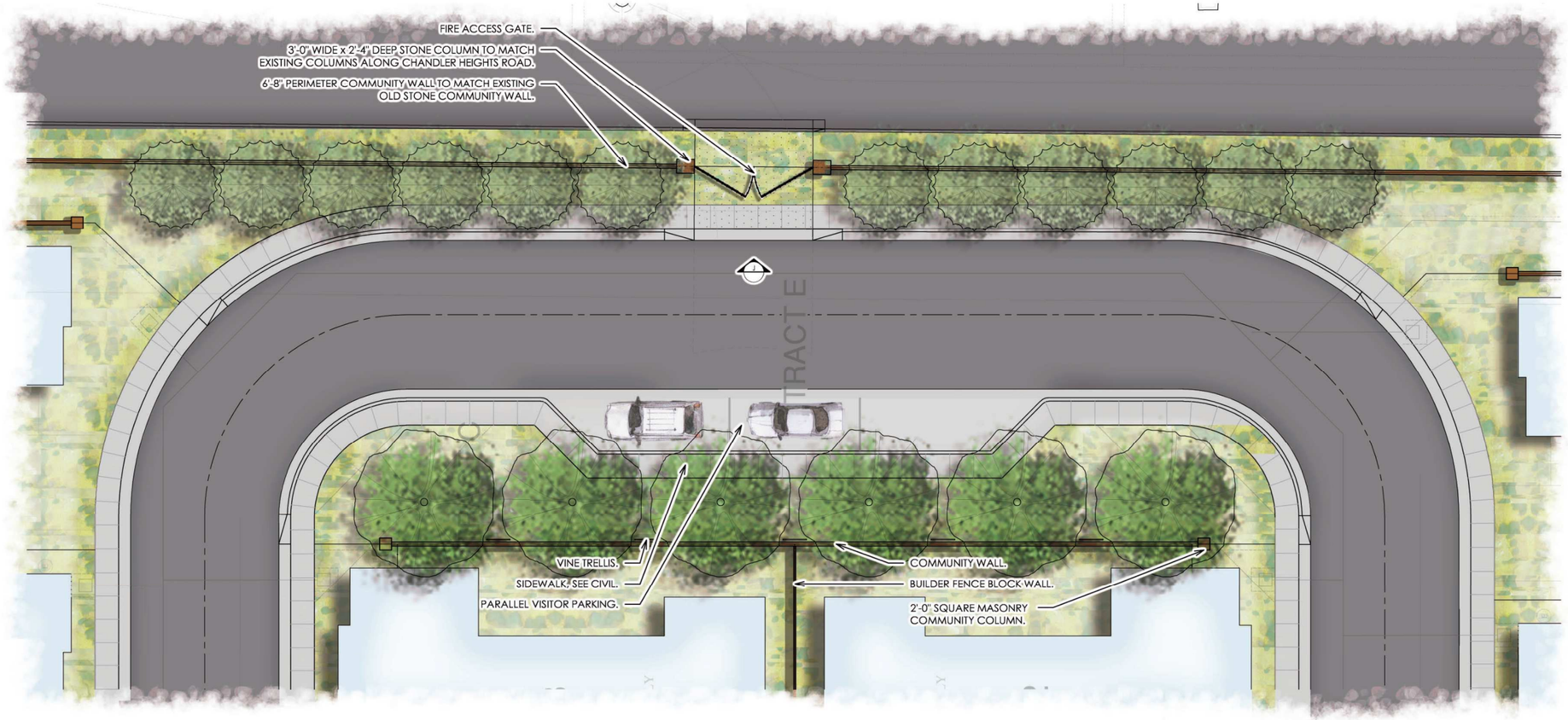

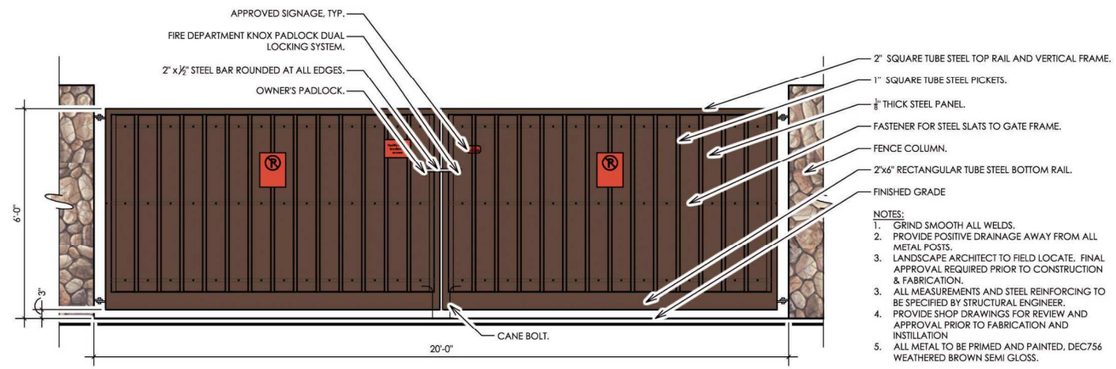

J *Fire Access Gate*
Scale: 1/2" = 1'-0"

Old Stone Ranch
Chandler, Arizona

Mailbox and Fire Access
Conceptual Plan

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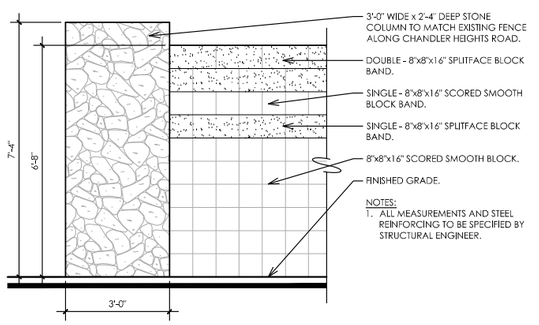
EXHIBIT 7
WALL PLAN, ENTRY MONUMENT AND COMMUNITY SIGNAGE



1 *Old Stone Community Column and Wall*
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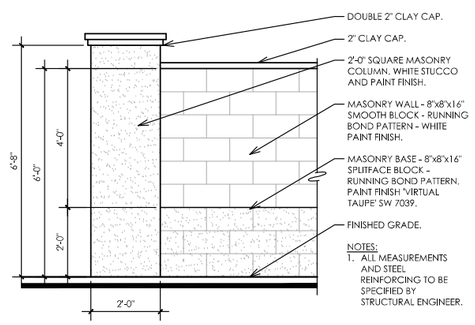
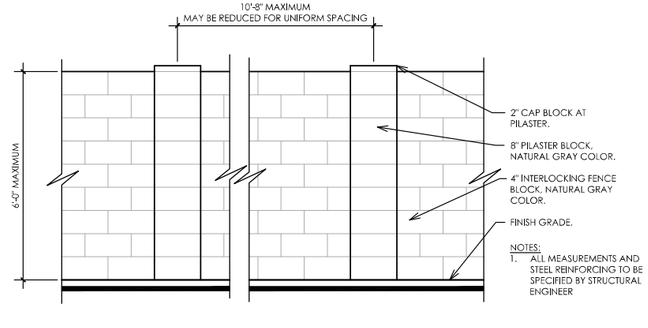


2 *Community Column and Wall*
Scale: 1/2" = 1'-0"



3 *Interior Fence Block Wall*
Scale: 1/2" = 1'-0"

LEGEND

- 2'-0" SQUARE COMMUNITY COLUMN. SEE DETAIL 2.
- ENTRY MONUMENT WALL.
- 6'-8" HIGH PERIMETER COMMUNITY WALL TO MATCH EXISTING OLD STONE COMMUNITY WALL. SEE DETAIL 1.
- 6'-0" HIGH COMMUNITY WALL. SEE DETAIL 2.
- 6'-0" HIGH INTERIOR FENCE BLOCK WALL. SEE DETAIL 3
- 6'-0" HIGH WROUGHT IRON VIEW FENCE.
- 6'-0" HIGH PARTIAL VIEW FENCE. 4'-0" HIGH MASONRY WALL WITH 2'-0" HIGH WROUGHT IRON FENCE.
- 3'-0" WIDE x 2'-4" DEEP STONE COLUMN TO MATCH EXISTING COLUMNS ALONG CHANDLER HEIGHTS ROAD. SEE DETAIL 1.

0' 30' 60' 90'
Scale: 1" = 30'-0"

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REGISTERED LANDSCAPE ARCHITECT
28448
RUSSELL E. GREEY
Re-Signed: 04-29-21
ARIZONA U.S.A.
Expires 12/31/21

OLD STONE RANCH
Chandler, Arizona

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project #: NVH005
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date: 04/29/2021

drawing: *Wall Plan*
L1.0
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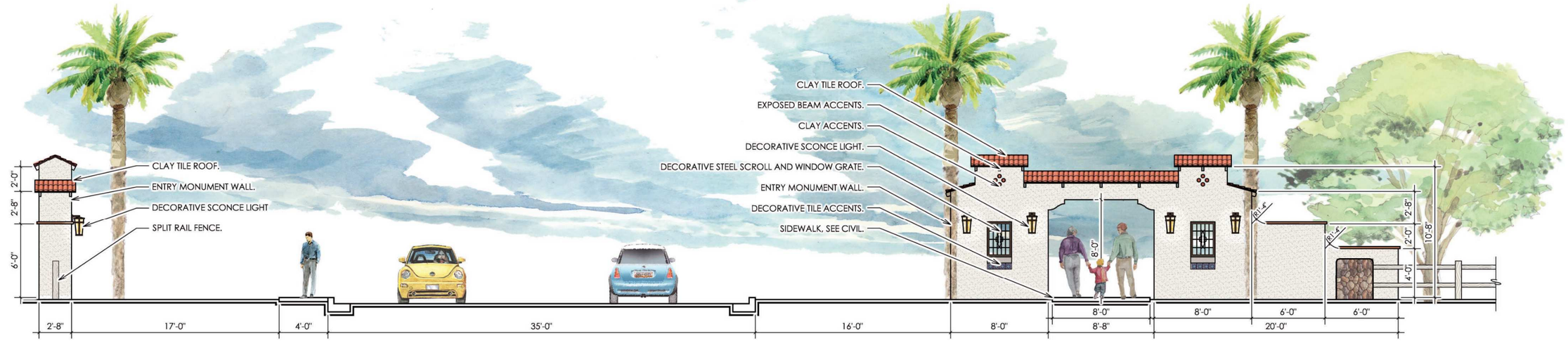
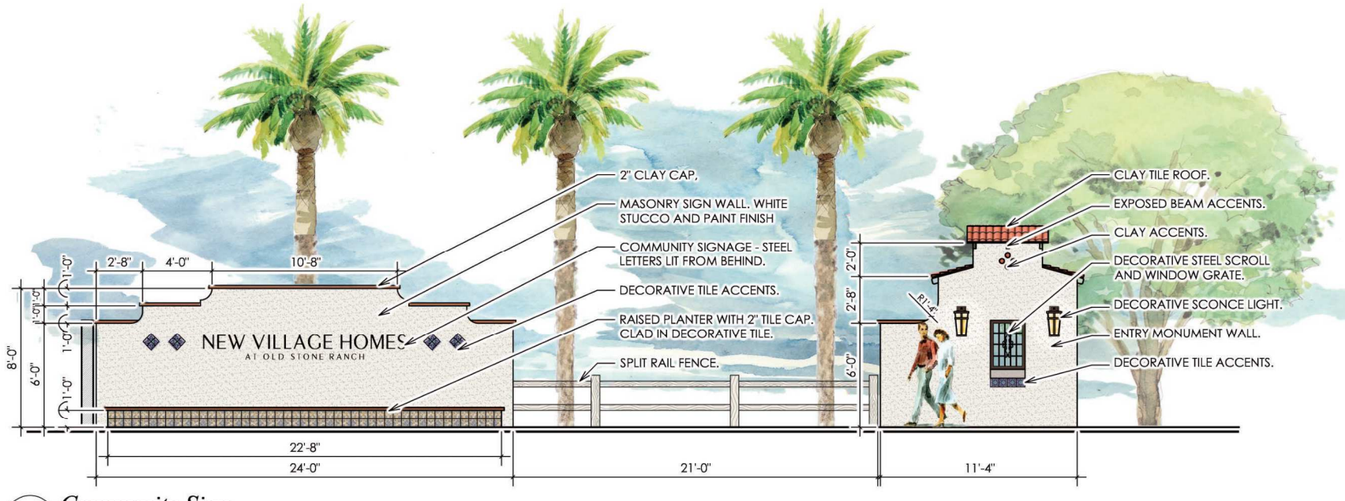
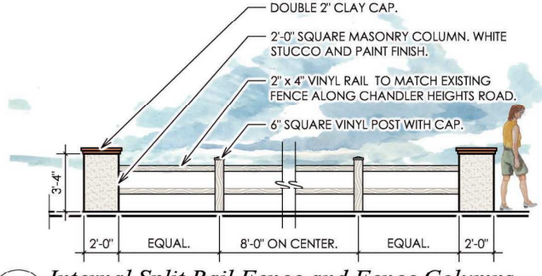


F *Entry Monument*
Scale: 1/4" = 1'-0"

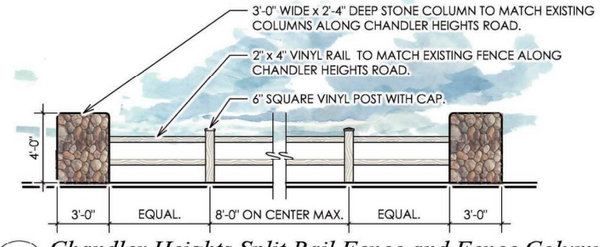


G *Community Sign*
Scale: 1/4" = 1'-0"

H *Community Corner Monument*
Scale: 1/4" = 1'-0"



- *Internal Split Rail Fence and Fence Columns*
Scale: 1/4" = 1'-0"



- *Chandler Heights Split Rail Fence and Fence Columns*
Scale: 1/4" = 1'-0"

Old Stone Ranch
Chandler, Arizona

Community Entry and Signage

Conceptual Elevations

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1/4"=1'-0" February 19, 2021

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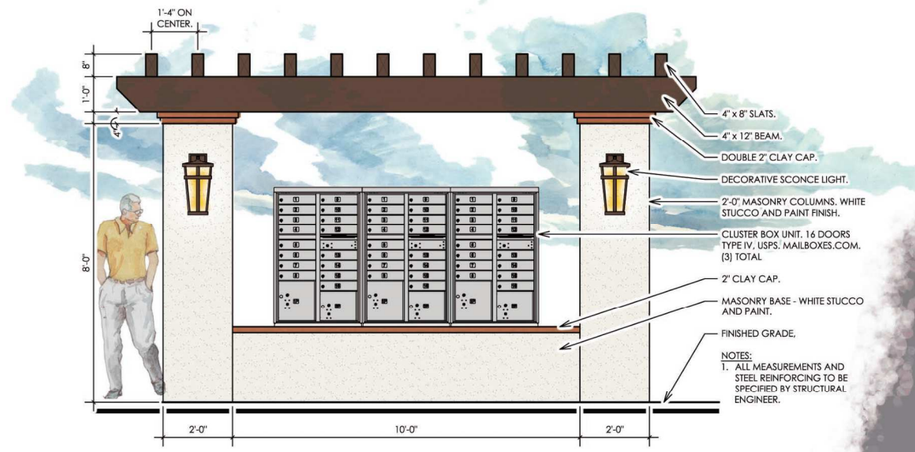
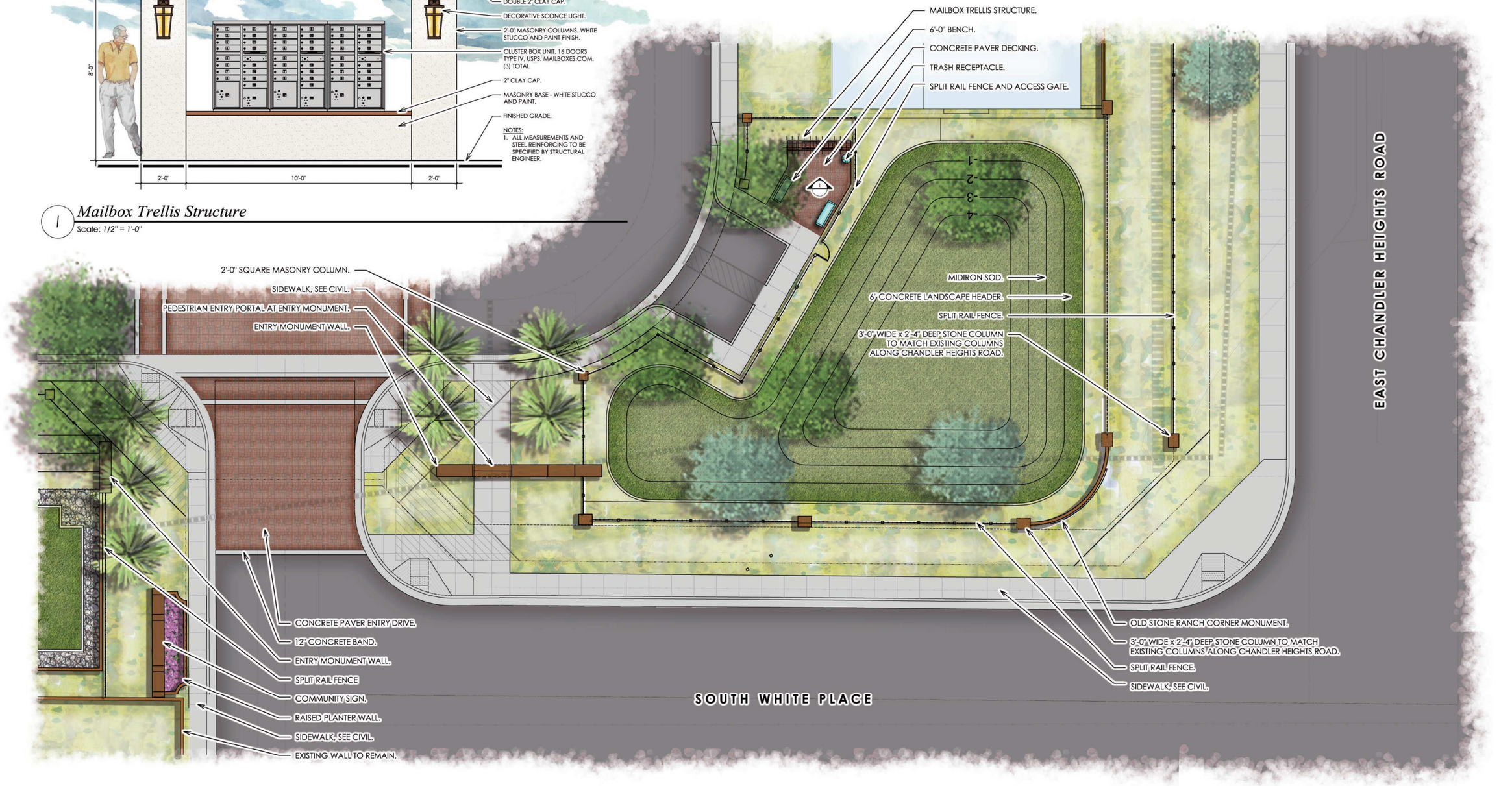


1 *Mailbox Trellis Structure*
Scale: 1/2" = 1'-0"



Old Stone Ranch
Chandler, Arizona

Entry and Corner Monument
Conceptual Plan

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1"=10'-0" April 29, 2021

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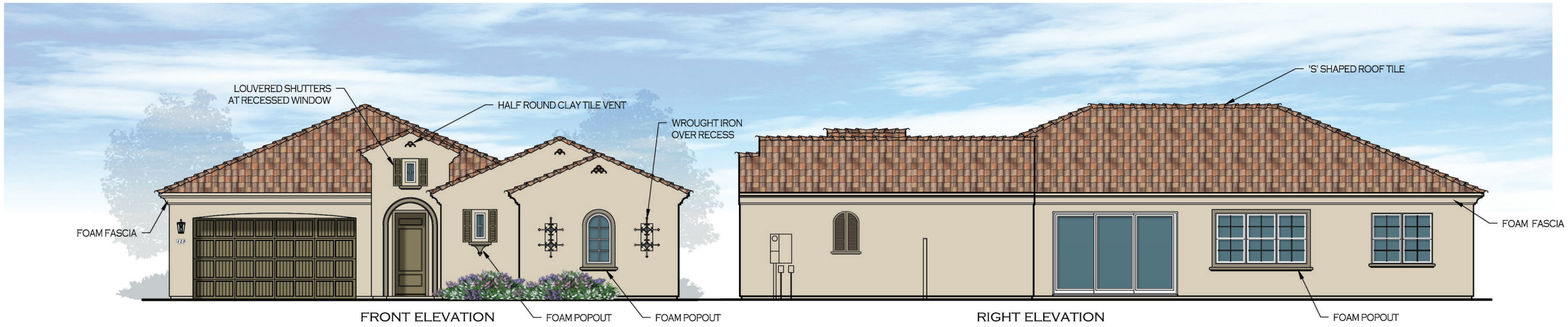
EXHIBIT 8
FLOOR PLANS AND ELEVATIONS

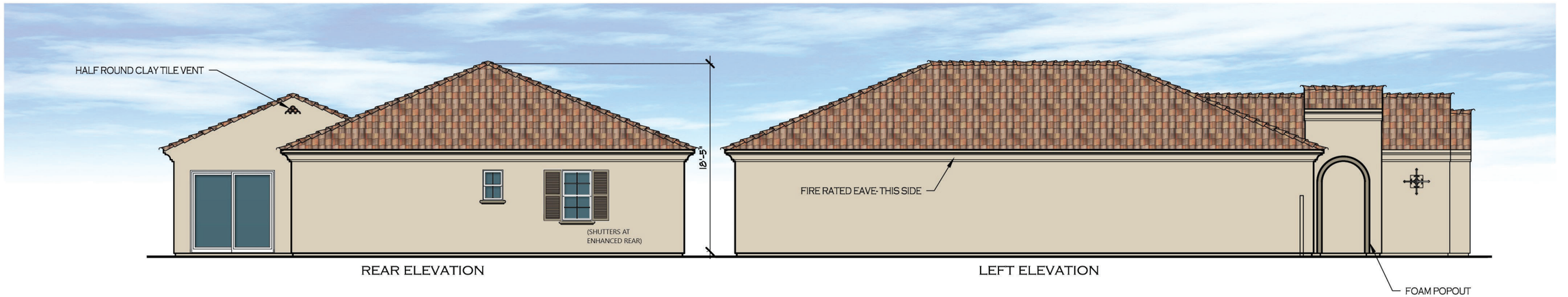
NEW VILLAGE HOMES

PLAN 201
ELEVATION A



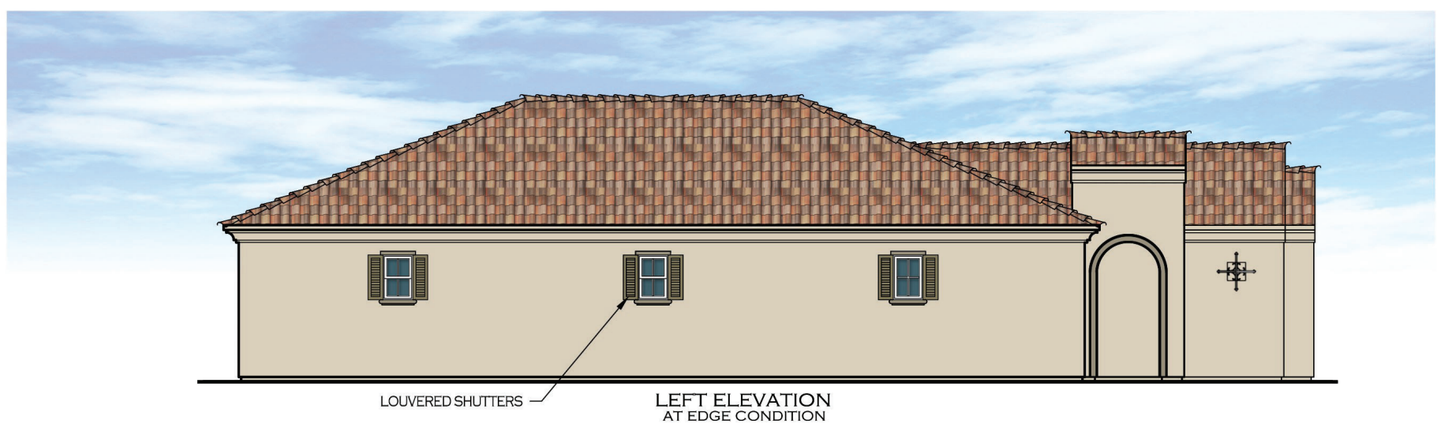
FRONT ELEVATION

RIGHT ELEVATION



REAR ELEVATION

LEFT ELEVATION

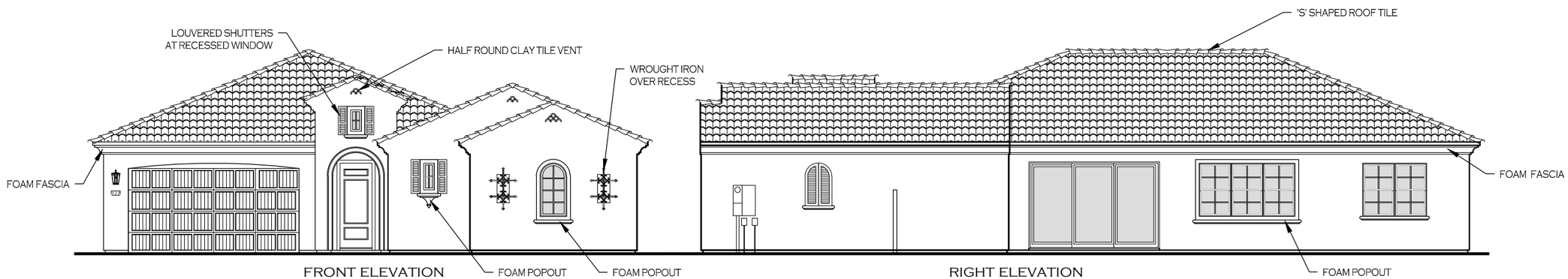


LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

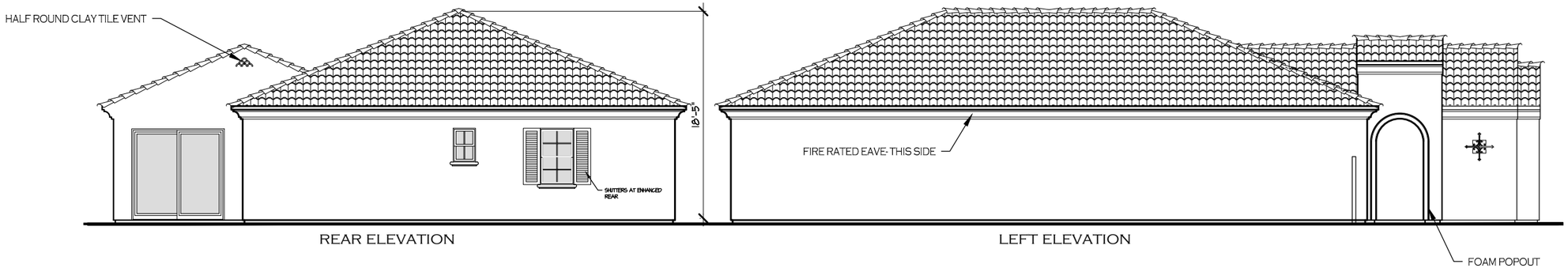
NEW VILLAGE HOMES

PLAN 201
ELEVATION A



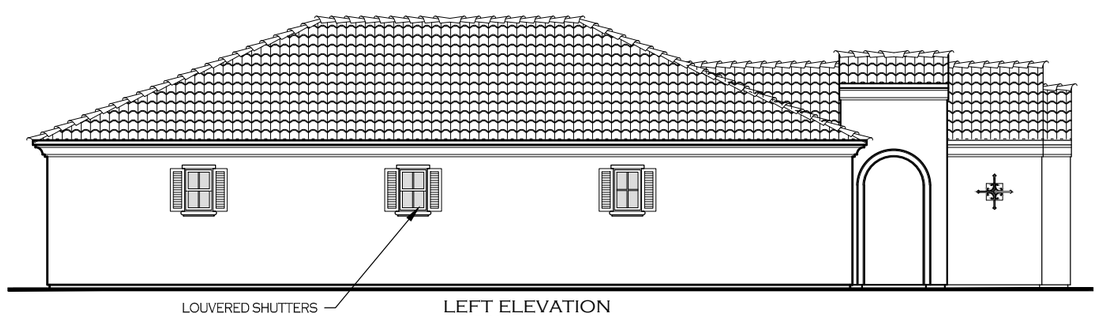
FRONT ELEVATION

RIGHT ELEVATION



REAR ELEVATION

LEFT ELEVATION



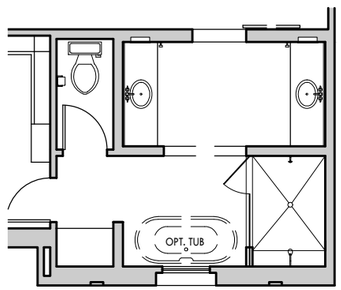
LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

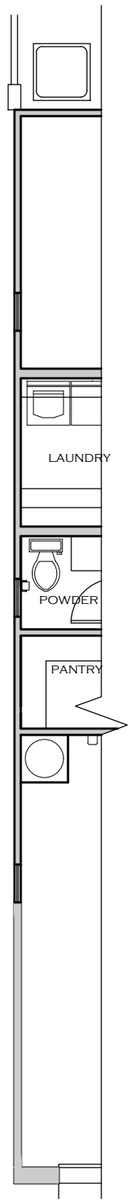
NEW VILLAGE HOMES

PLAN 201
ELEVATION A

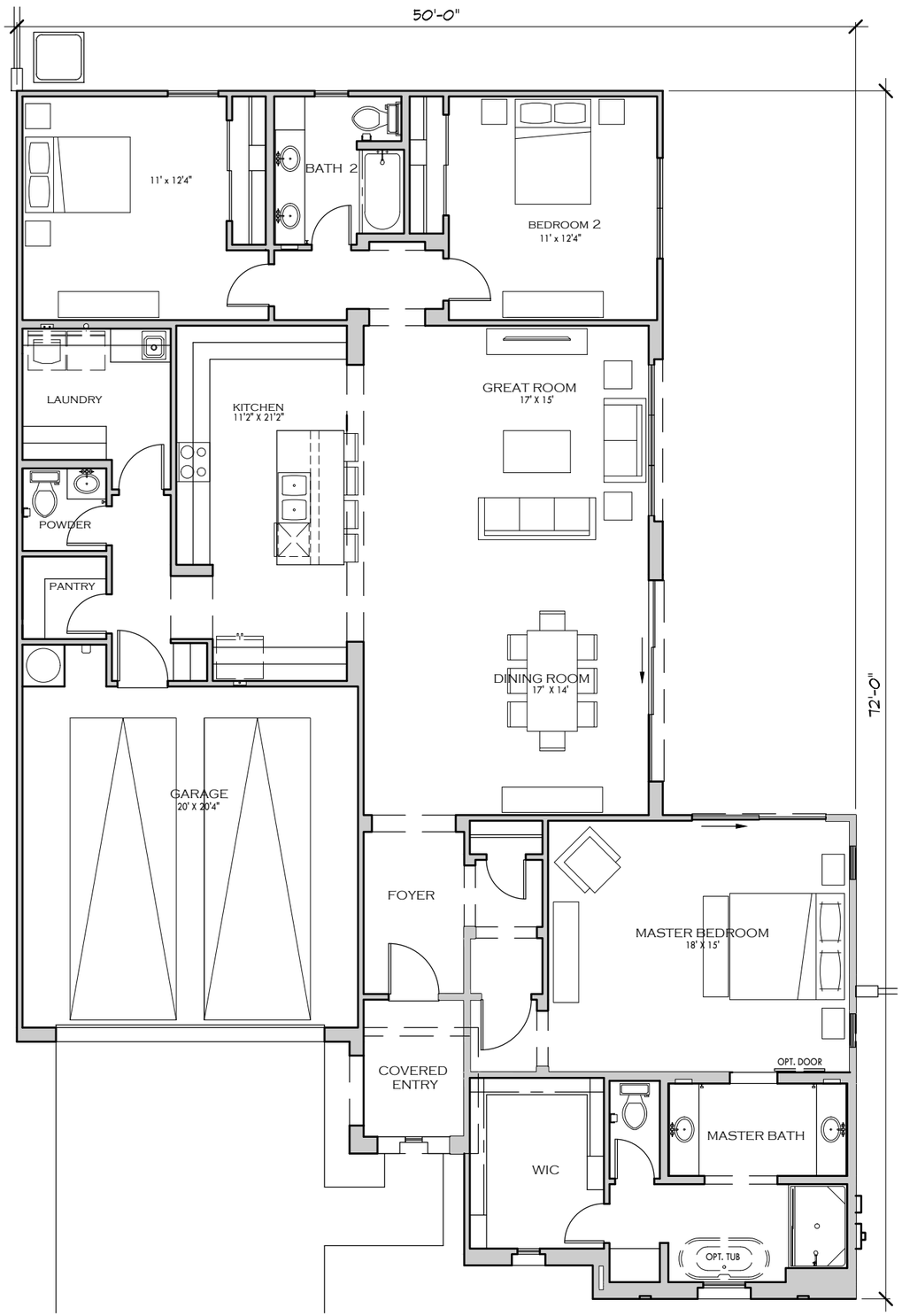
FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2220 sq. ft.
LIVABLE SQ. FT.	2220 sq. ft.
2 CAR GARAGE COVERED ENTRY	444 sq. ft. 60 sq. ft.
NON-LIVABLE SQ. FT.	504 sq. ft.
MAX FOOTPRINT	2724 sq. ft.
LOT AREA: LOT % COVERAGE:	4510 sq. ft. 60.4%

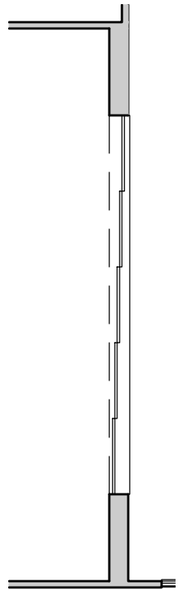


OPT. ENLARGED SHOWER
AT MASTER BATH



PARTIAL FLOOR PLAN
AT EDGE CONDITION



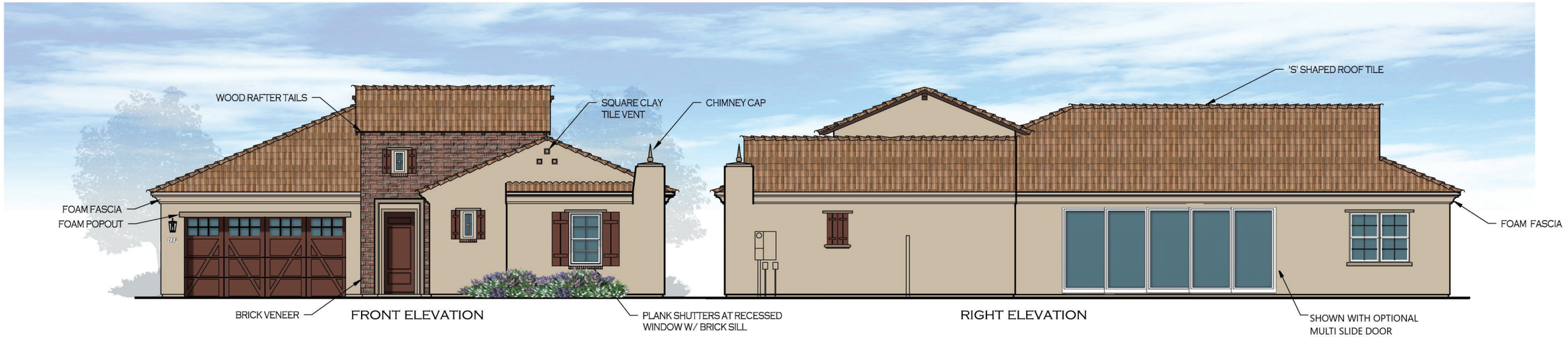


OPT. MULTI-
SLIDE DOOR

SCALE: 1/8" = 1'-0"
DATE CREATED: 1/2/19

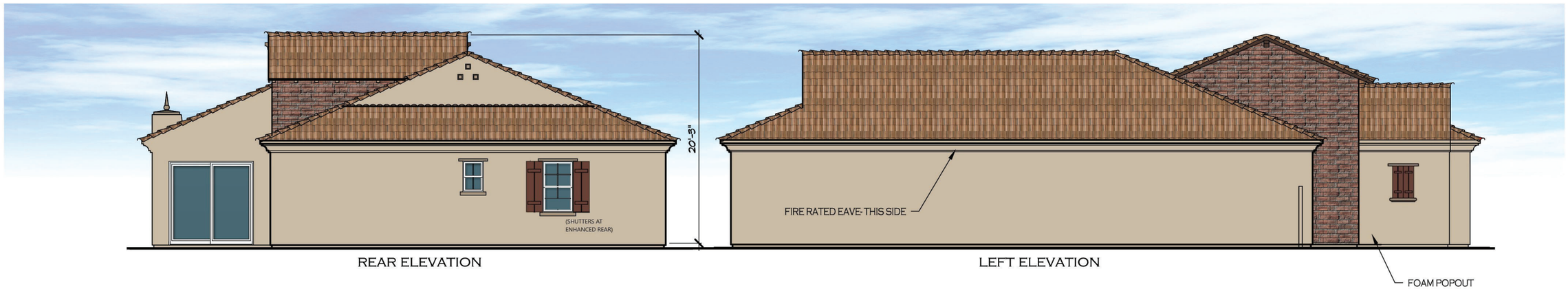
NEW VILLAGE HOMES

PLAN 201
ELEVATION B



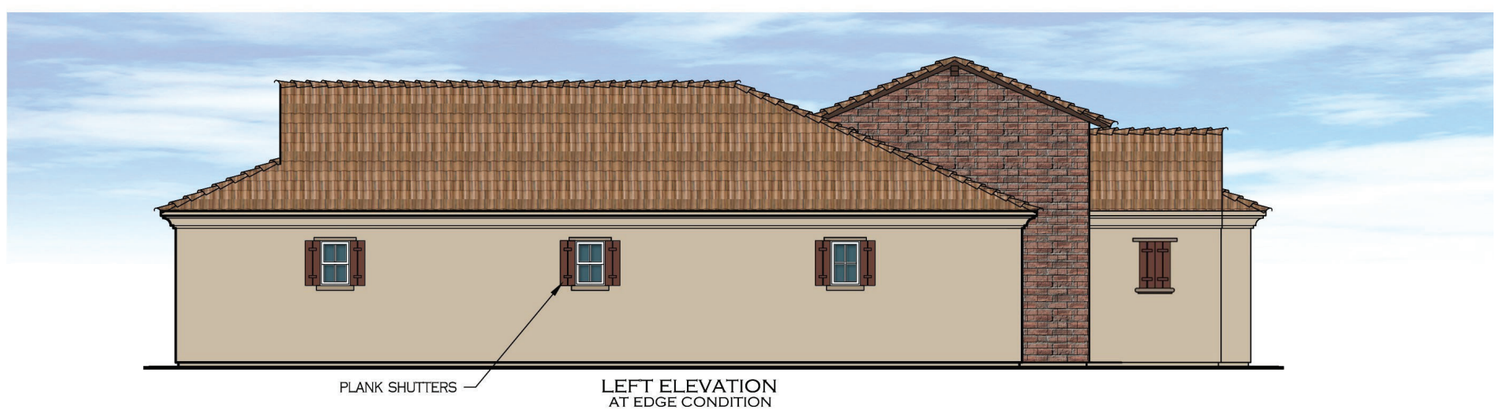
FRONT ELEVATION

RIGHT ELEVATION



REAR ELEVATION

LEFT ELEVATION

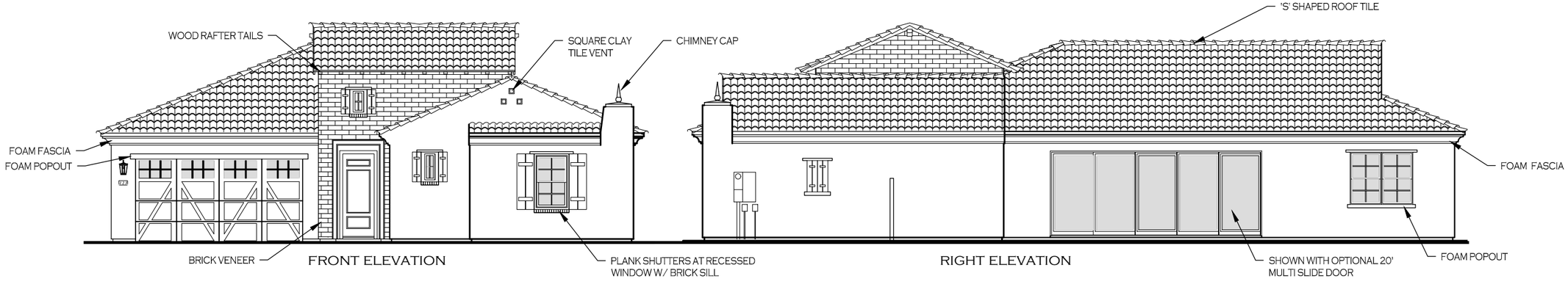


LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

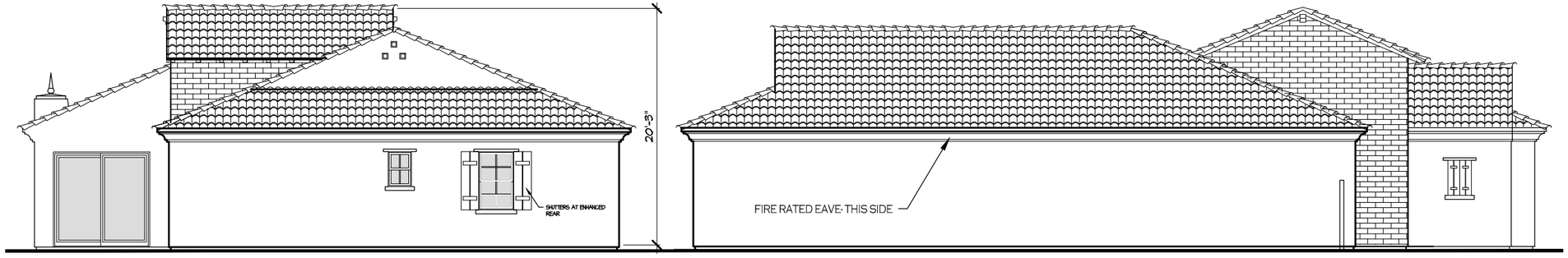
NEW VILLAGE HOMES

PLAN 201
ELEVATION B



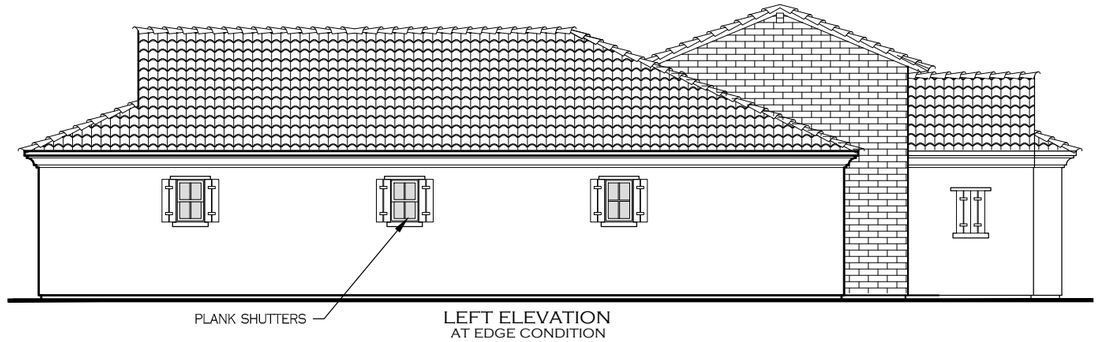
FRONT ELEVATION

RIGHT ELEVATION



REAR ELEVATION

LEFT ELEVATION



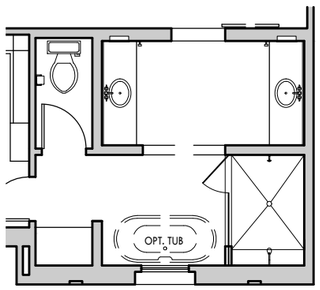
LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

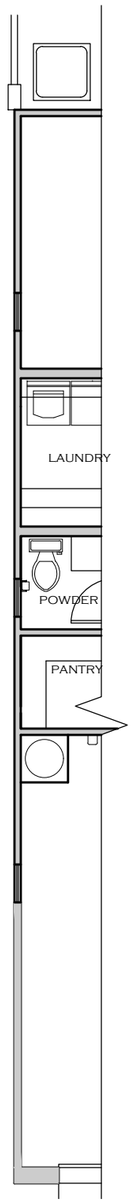
NEW VILLAGE HOMES

PLAN 201
ELEVATION B

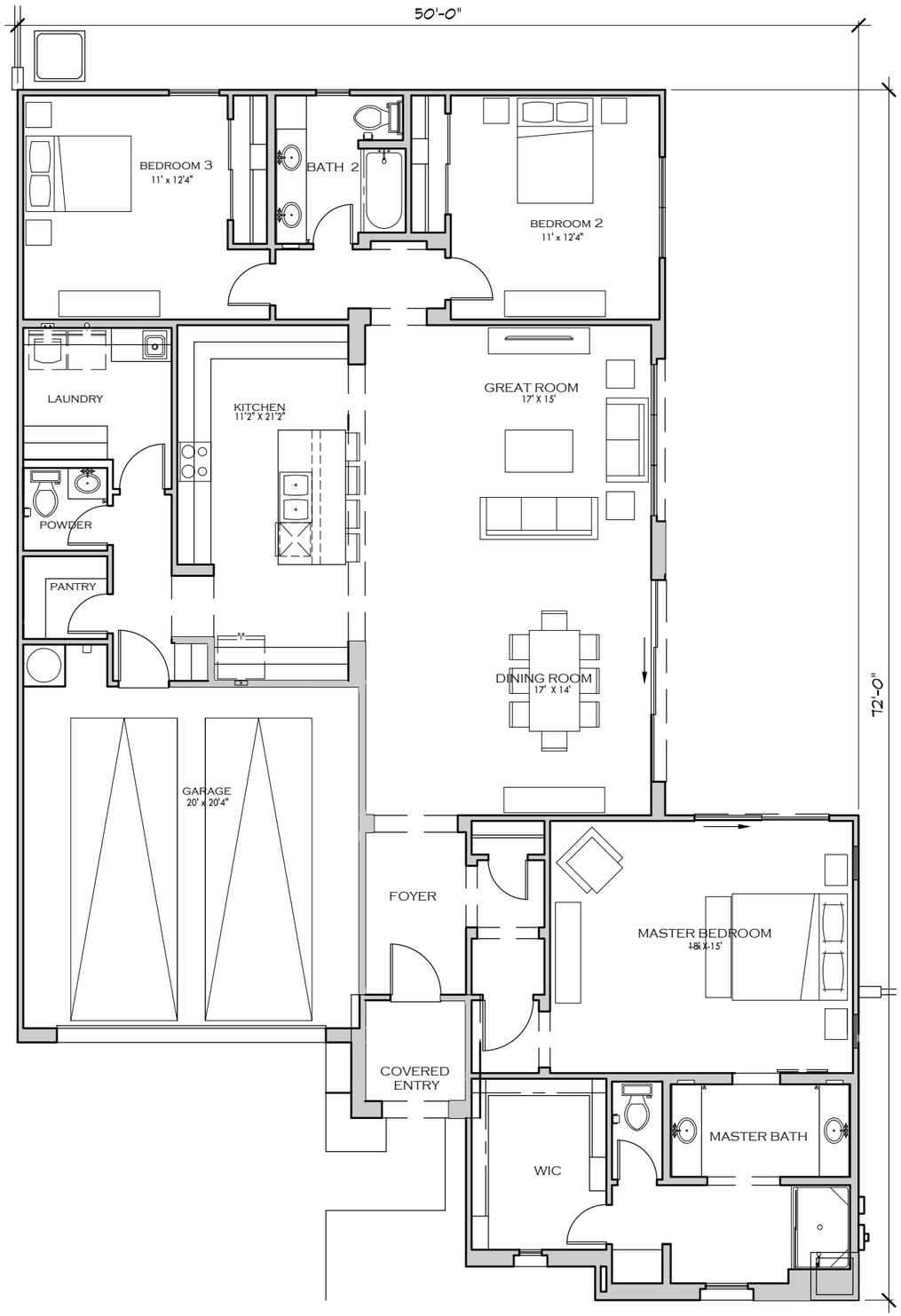
FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2220 sq. ft.
LIVABLE SQ. FT.	2220 sq. ft.
2 CAR GARAGE COVERED ENTRY	444 sq. ft. 45 sq. ft.
NON-LIVABLE SQ. FT.	489 sq. ft.
MAX FOOTPRINT	2709 sq. ft.
LOT AREA: LOT % COVERAGE:	4510 sq. ft. 60.1%

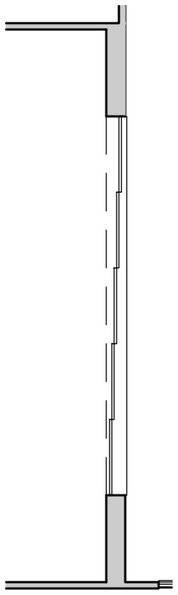


OPT. ENLARGED SHOWER
AT MASTER BATH



PARTIAL FLOOR PLAN
AT EDGE CONDITION



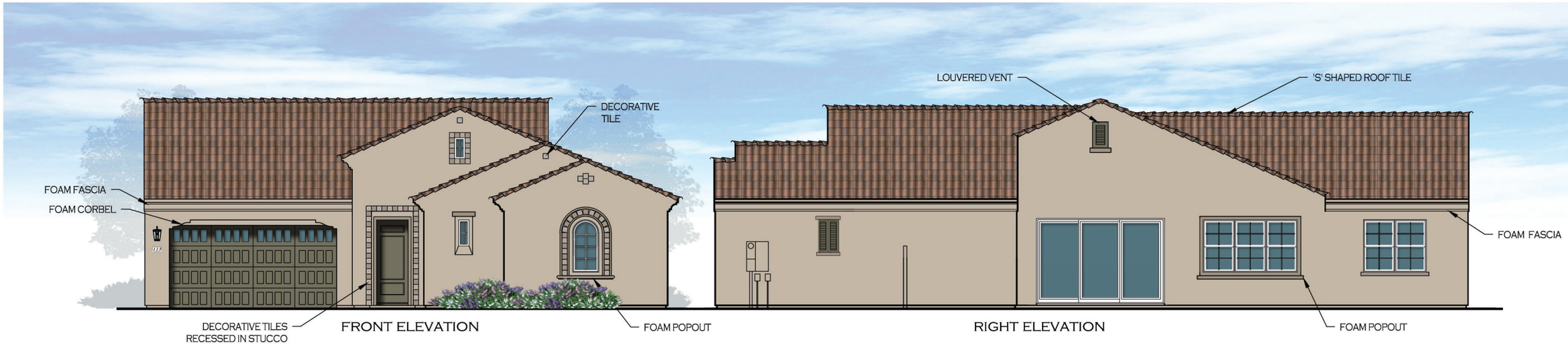


OPT. MULTI-
SLIDE DOOR

SCALE: 1/8" = 1'-0"
DATE CREATED: 1/2/19

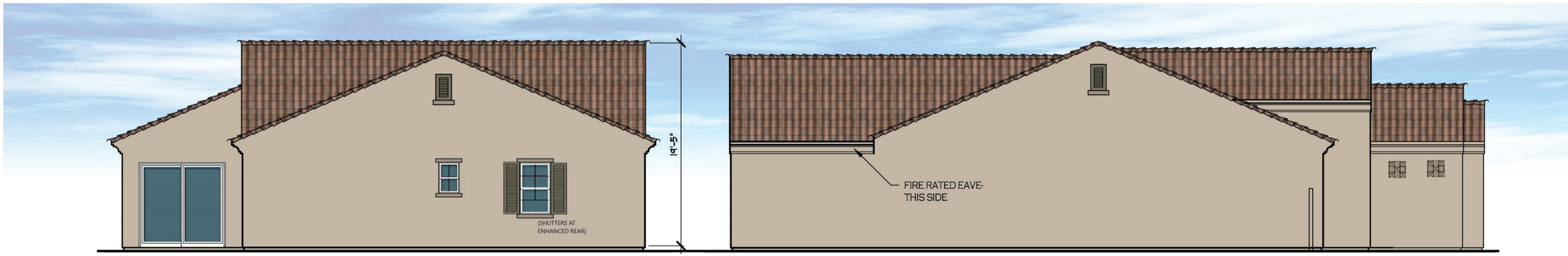
NEW VILLAGE HOMES

PLAN 201
ELEVATION D



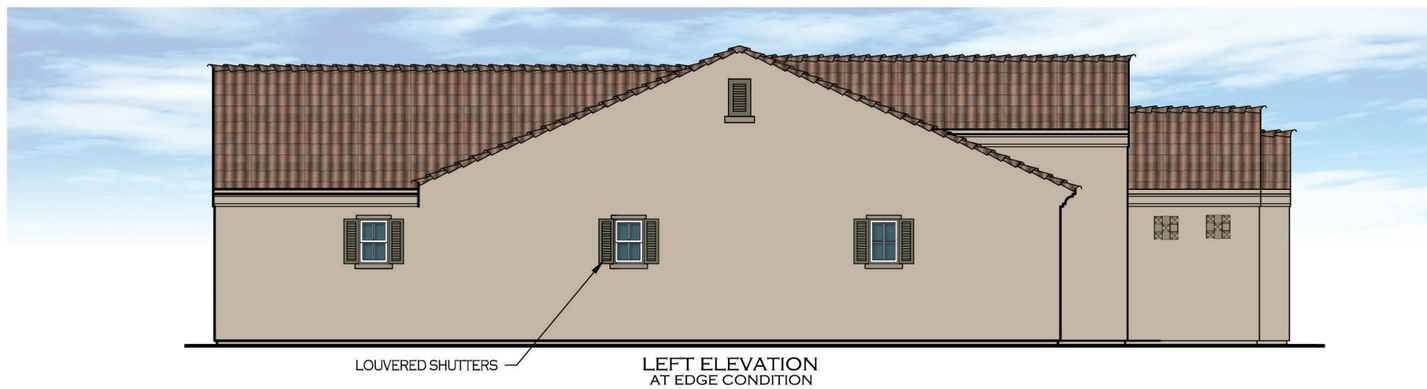
FRONT ELEVATION

RIGHT ELEVATION



REAR ELEVATION

LEFT ELEVATION

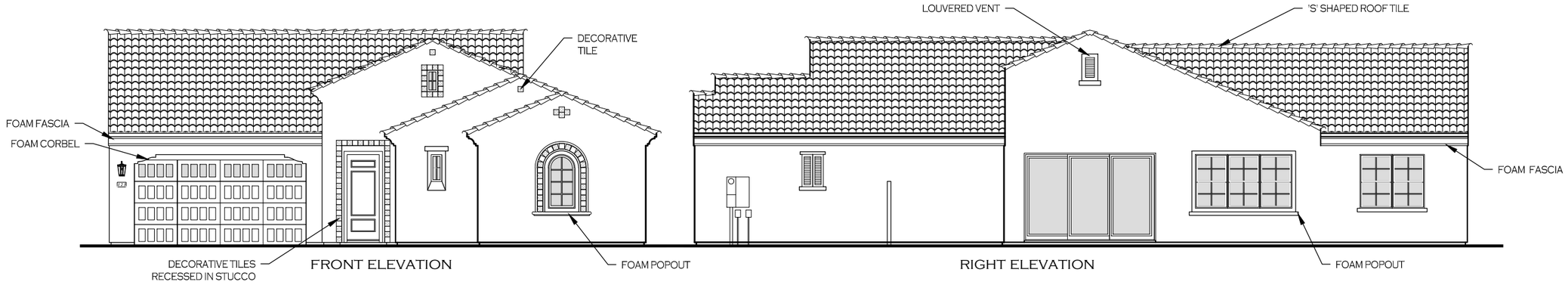


LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

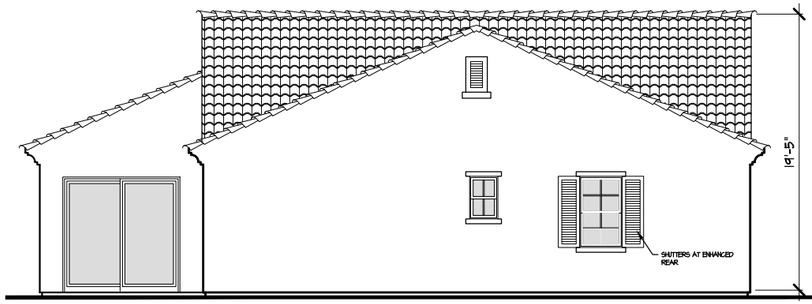
NEW VILLAGE HOMES

PLAN 201
ELEVATION D

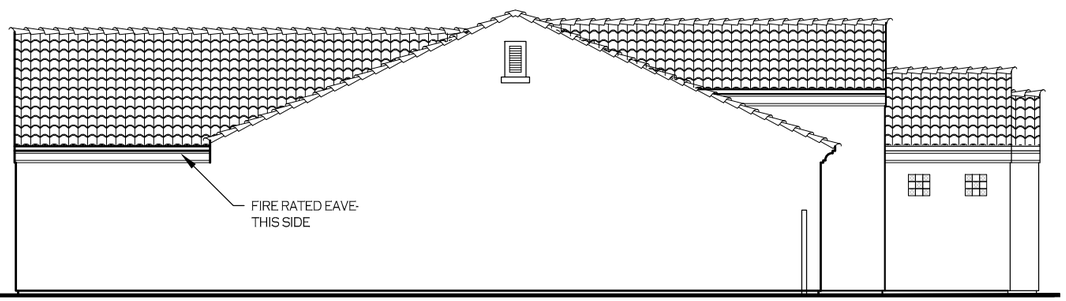


FRONT ELEVATION

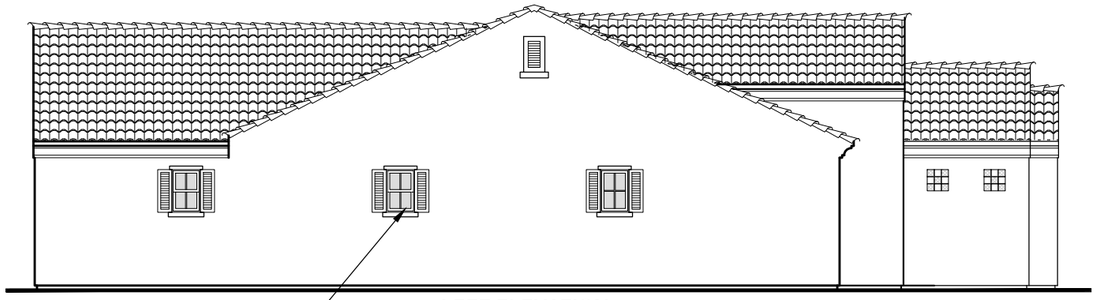
RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



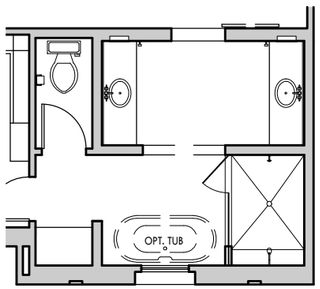
LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

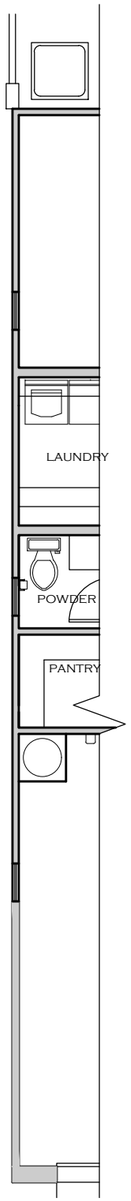
NEW VILLAGE HOMES

PLAN 201
ELEVATION D

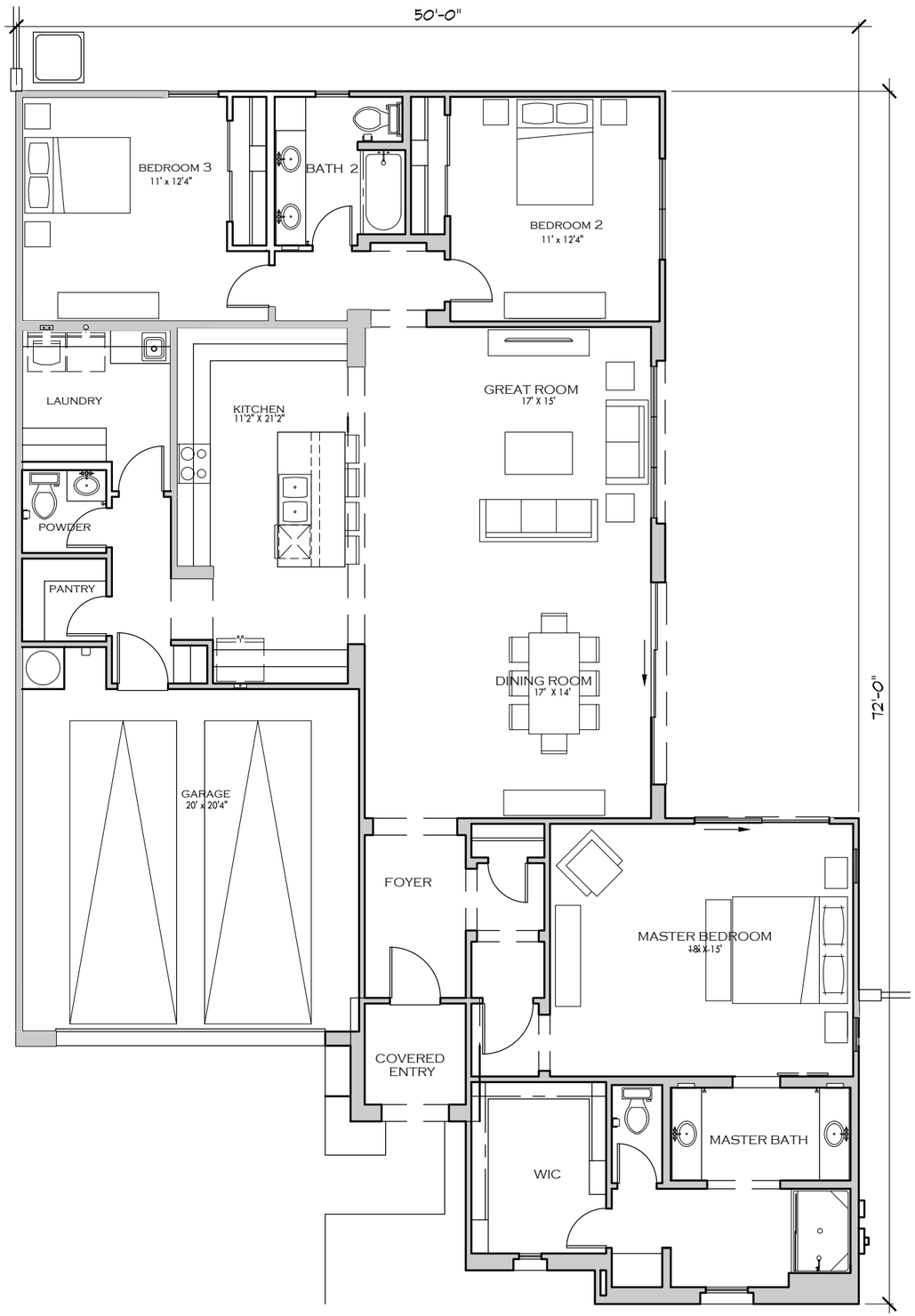
FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2220 sq. ft.
LIVABLE SQ. FT.	2220 sq. ft.
2 CAR GARAGE COVERED ENTRY	444 sq. ft. 45 sq. ft.
NON-LIVABLE SQ. FT.	489 sq. ft.
MAX FOOTPRINT	2709 sq. ft.
LOT AREA: LOT % COVERAGE:	4510 sq. ft. 60.1%

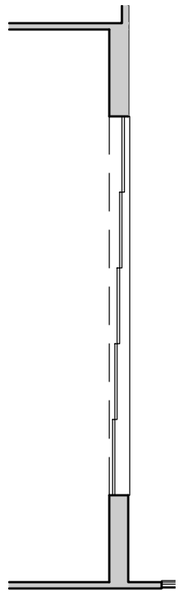


OPT. ENLARGED SHOWER
AT MASTER BATH



PARTIAL FLOOR PLAN
AT EDGE CONDITION



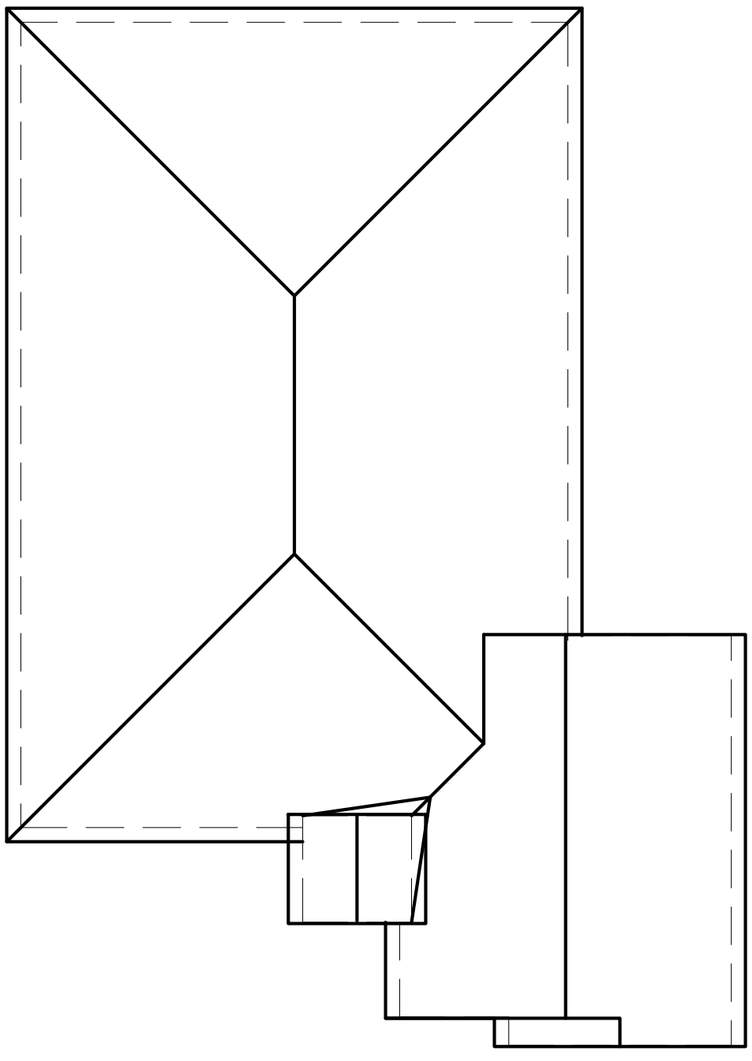


OPT. MULTI-
SLIDE DOOR

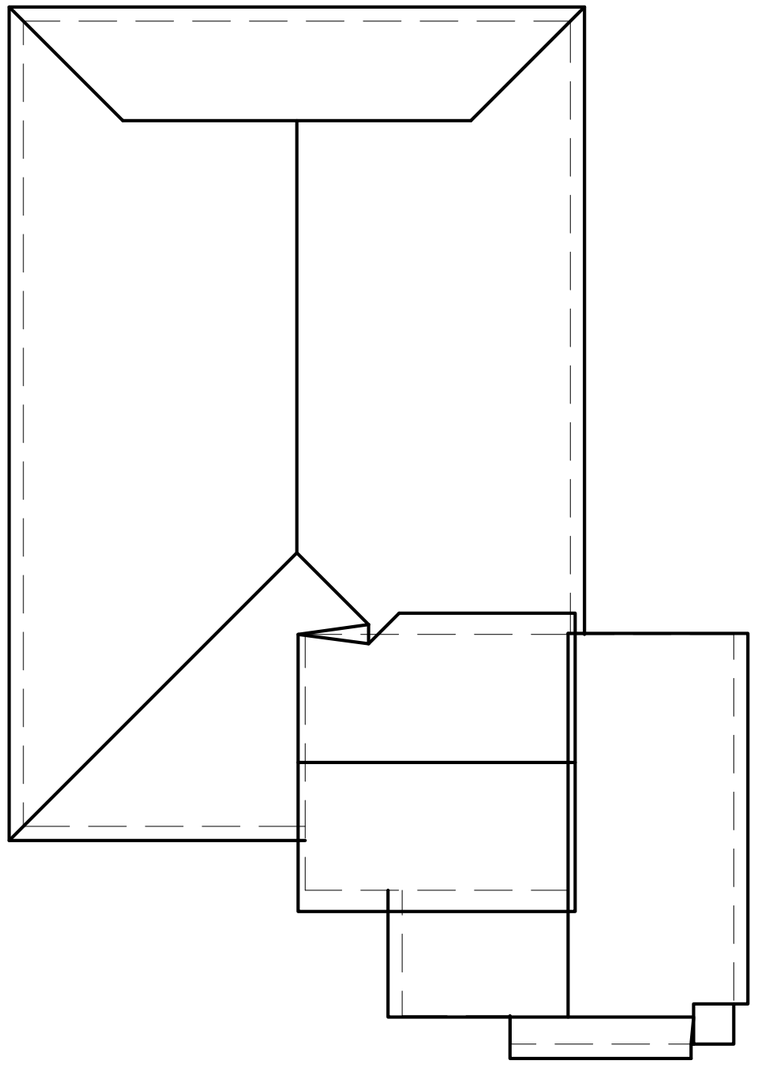
SCALE: 1/8" = 1'-0"
DATE CREATED: 1/2/19

NEW VILLAGE HOMES

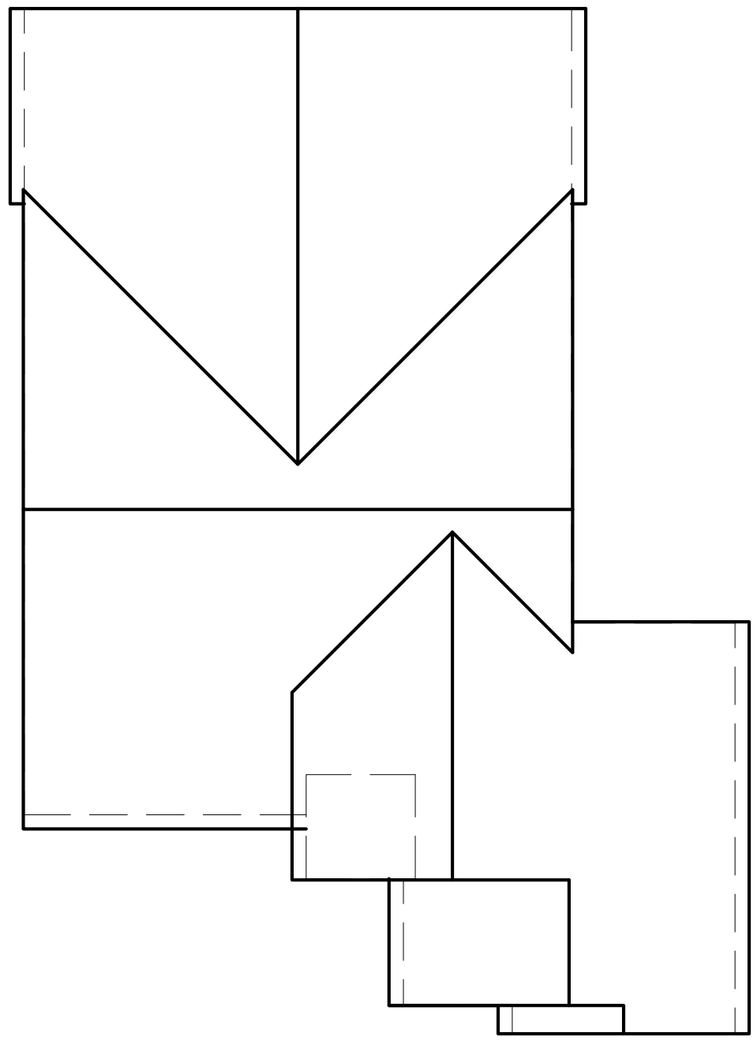
PLAN 201
ROOF LAYOUT



ELEVATION A



ELEVATION B

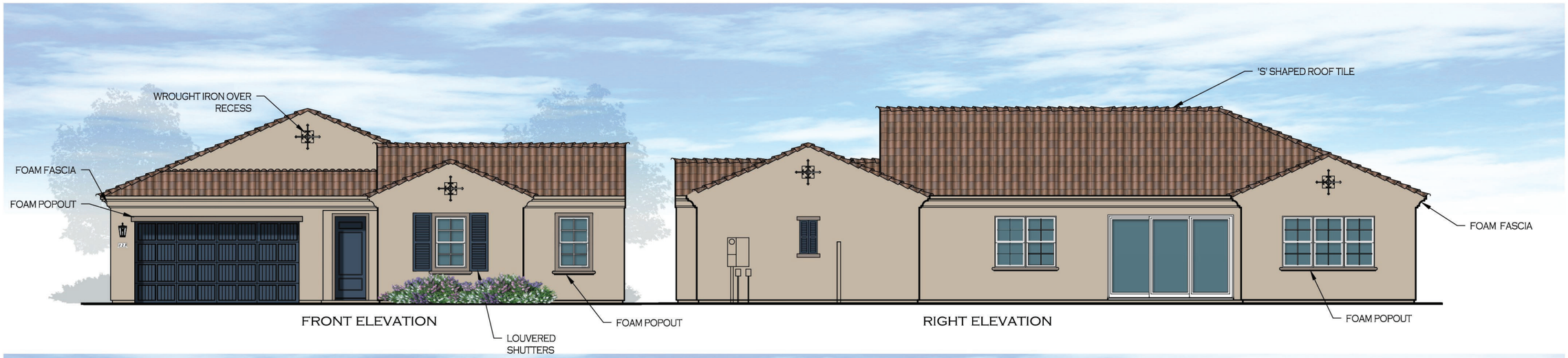


ELEVATION D

SCALE: 3/32" = 1'-0"

NEW VILLAGE HOMES

PLAN 202
ELEVATION A

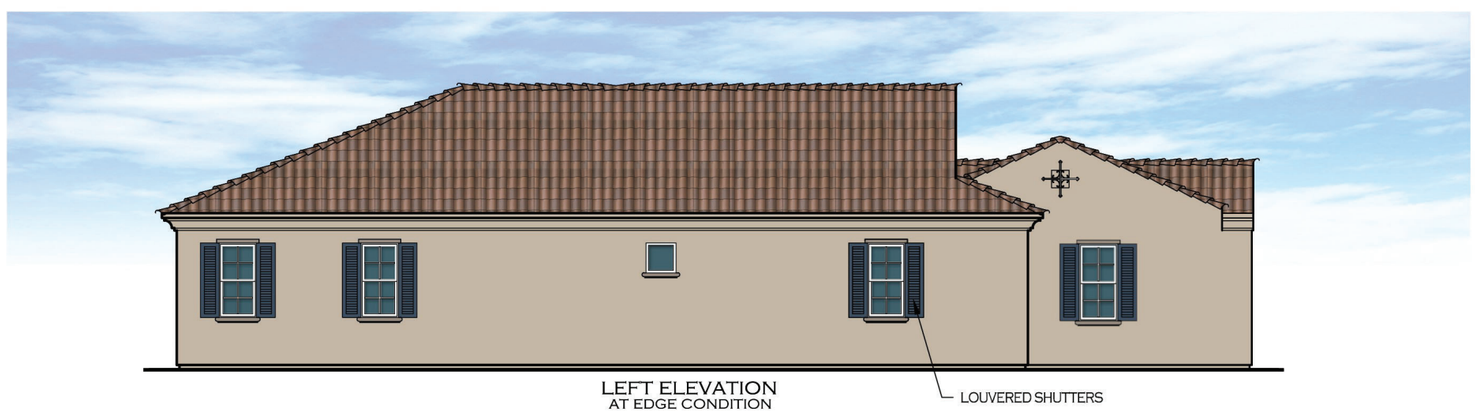


FRONT ELEVATION

RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

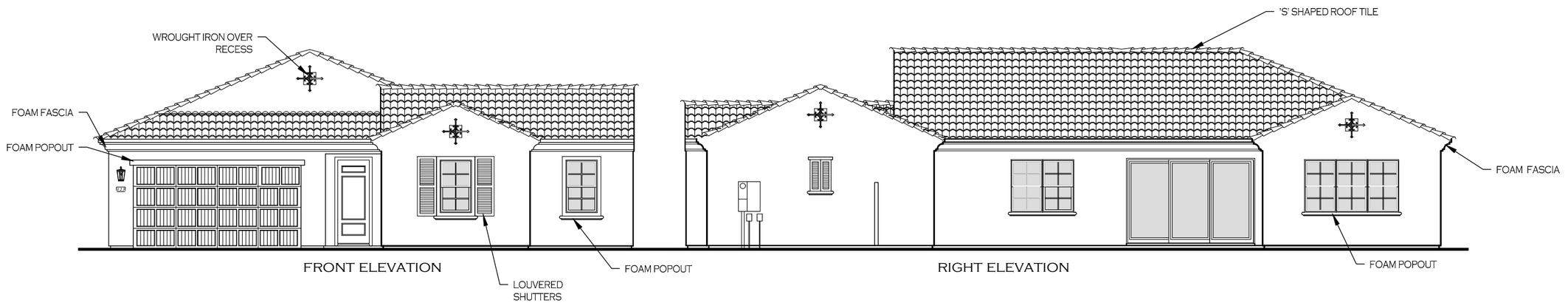


LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

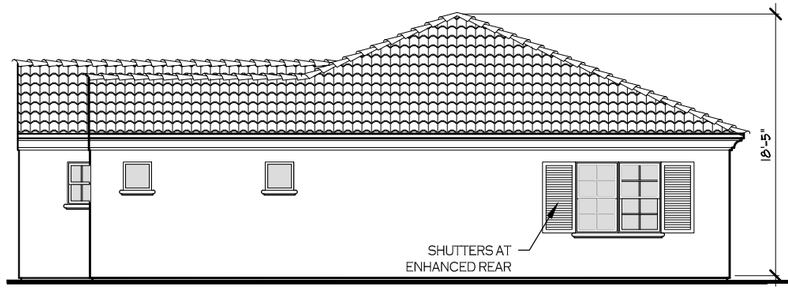
NEW VILLAGE HOMES

PLAN 202
ELEVATION A

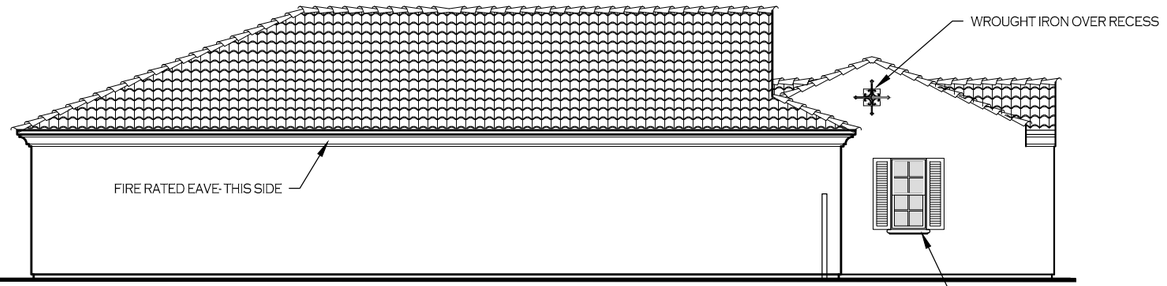


FRONT ELEVATION

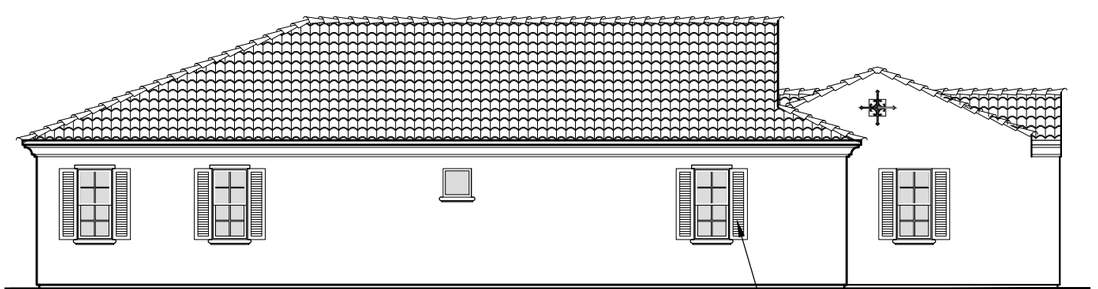
RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



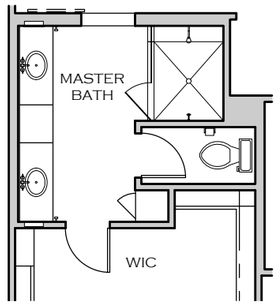
LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

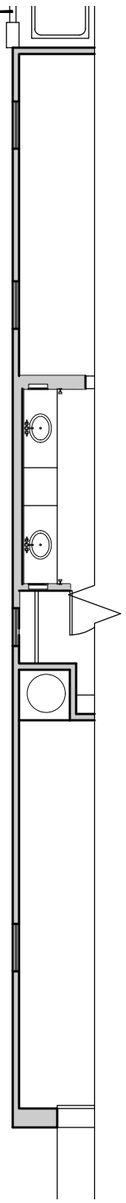
NEW VILLAGE
HOMES

PLAN 202
ELEVATION A

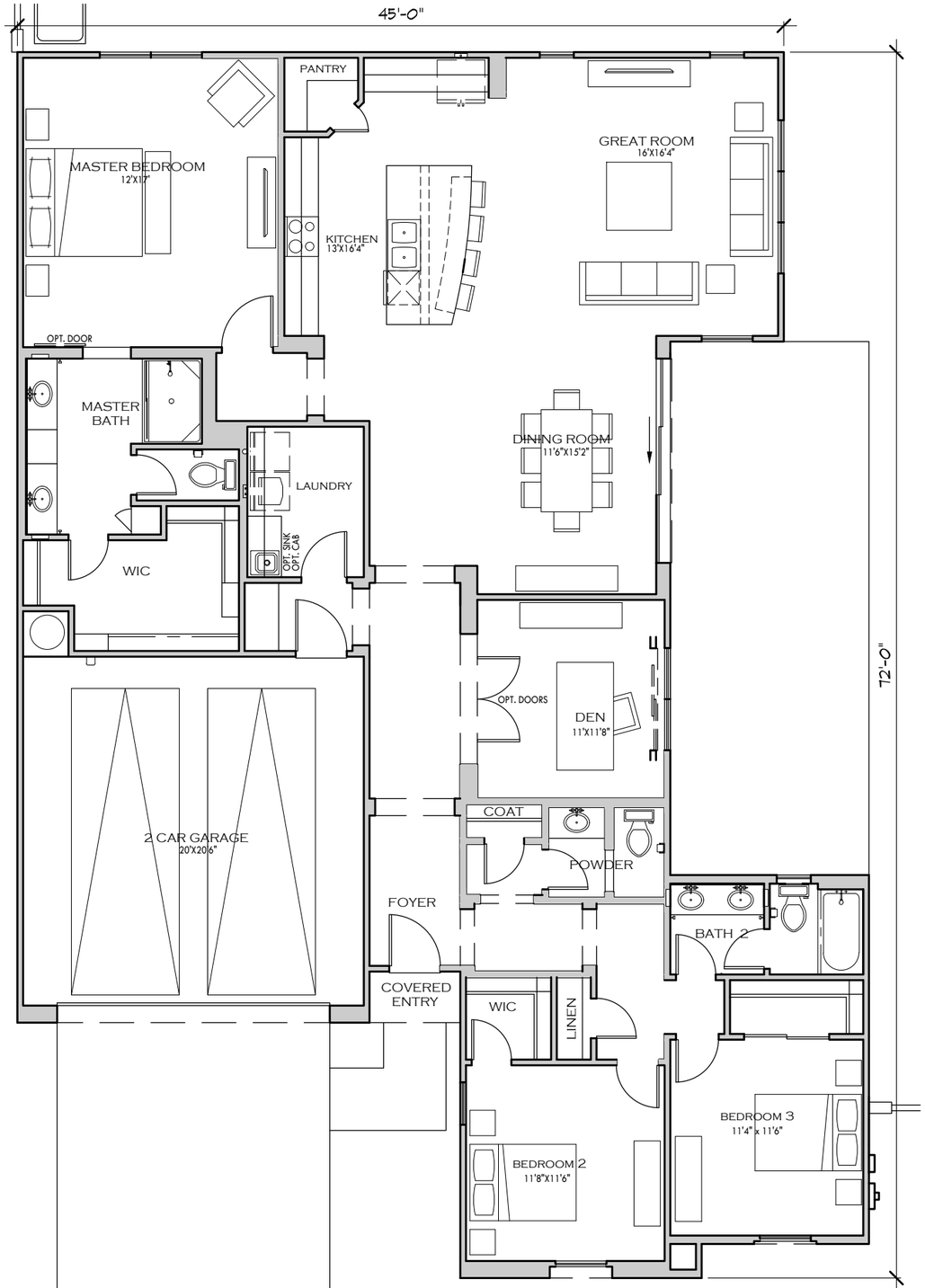
FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2272 sq. ft.
LIVABLE SQ. FT.	2272 sq. ft.
2 CAR GARAGE COVERED ENTRY	451 sq. ft. 16 sq. ft.
NON-LIVABLE SQ. FT.	467 sq. ft.
MAX FOOTPRINT	2739 sq. ft.
LOT AREA: LOT % COVERAGE:	4510 sq. ft. 60.7%

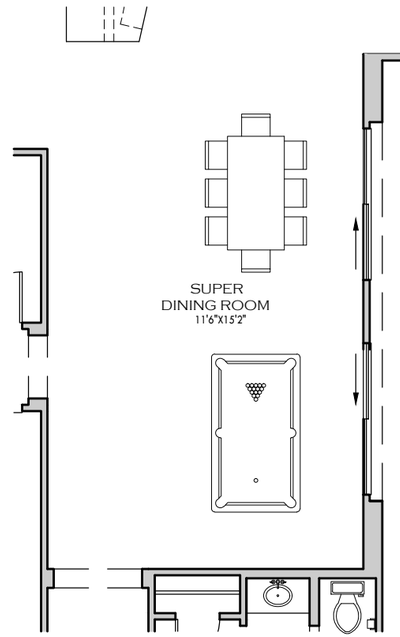


OPT. ENLARGED SHOWER
AT MASTER BATH

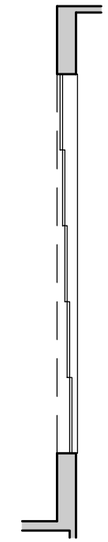


PARTIAL FLOOR PLAN
AT EDGE CONDITION





OPT. SUPER DINING ROOM
AT DINING & DEN

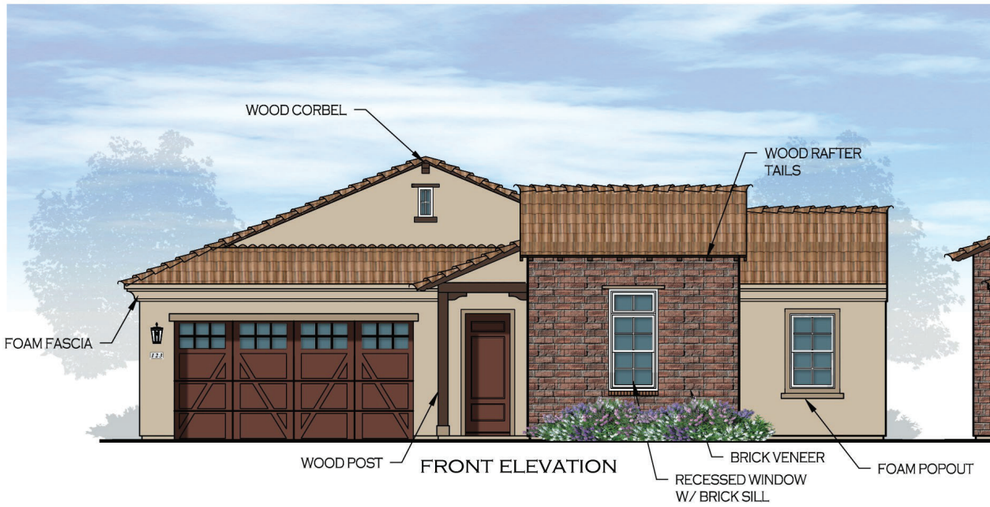


OPT. MULTI-
SLIDE DOOR
AT SUPER DINING

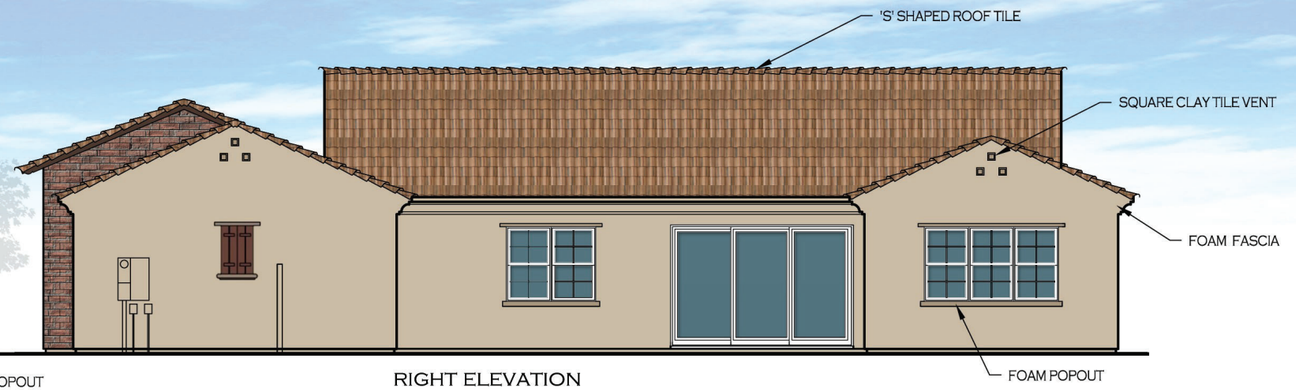
SCALE: 1/8" = 1'-0"
DATE CREATED: 1/2/19

NEW VILLAGE HOMES

PLAN 202
ELEVATION B



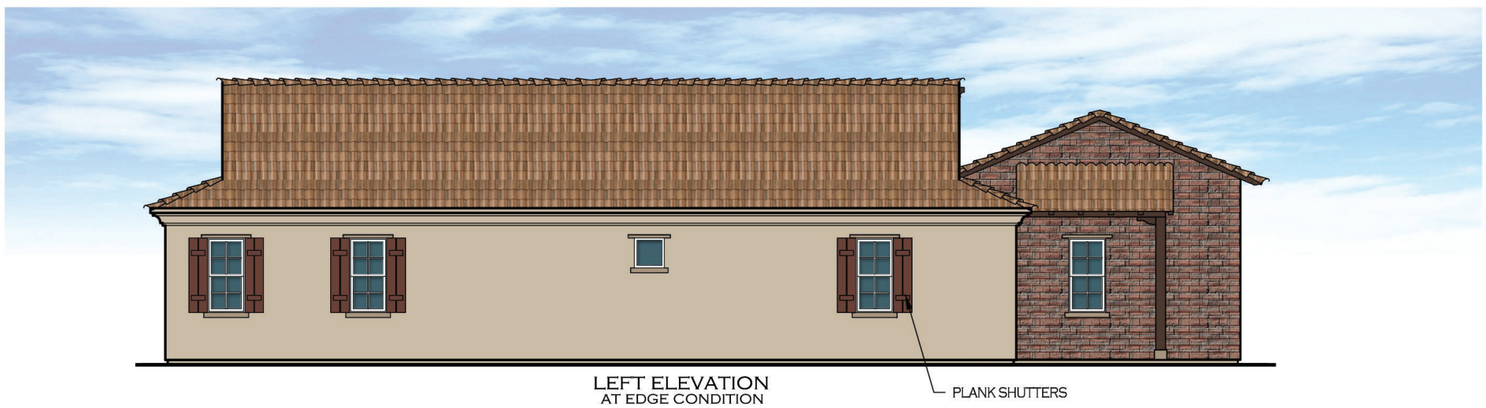
FRONT ELEVATION



RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

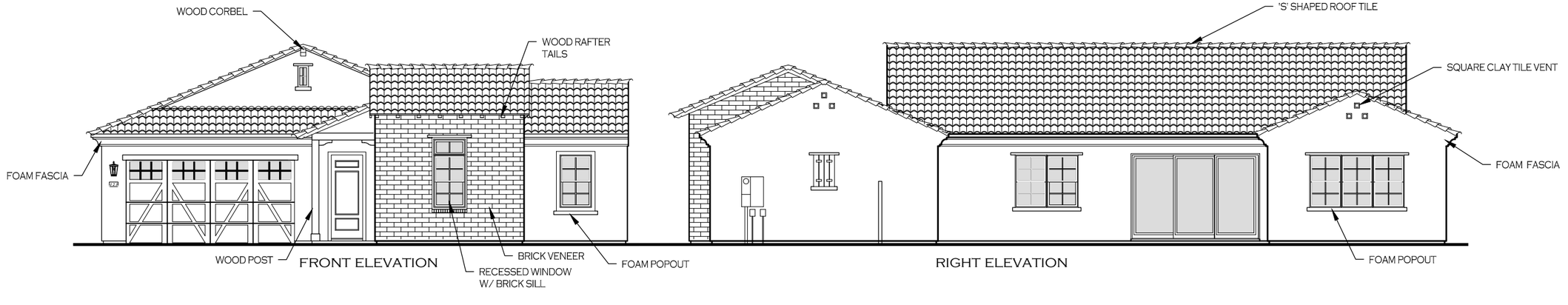


LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

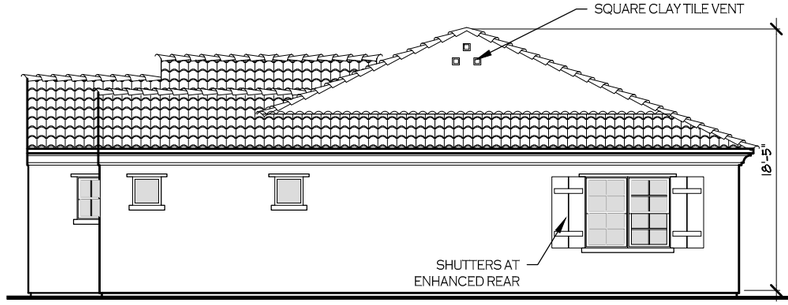
NEW VILLAGE HOMES

PLAN 202
ELEVATION B

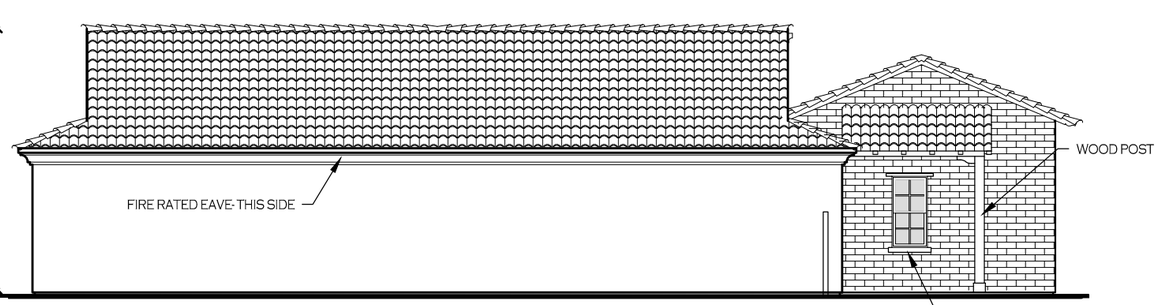


FRONT ELEVATION

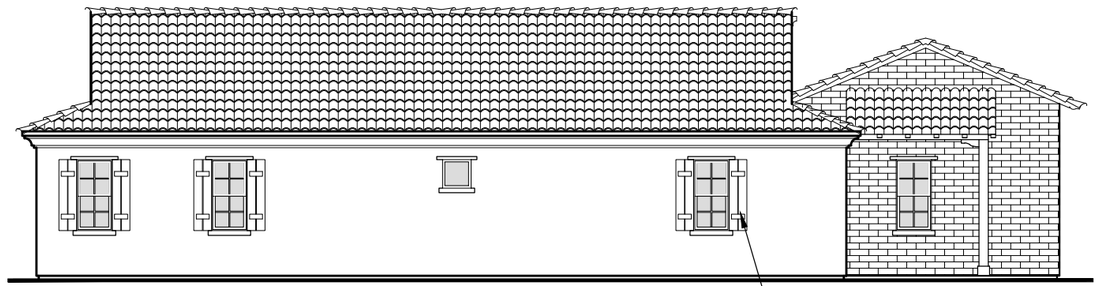
RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



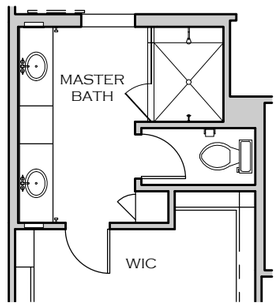
LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

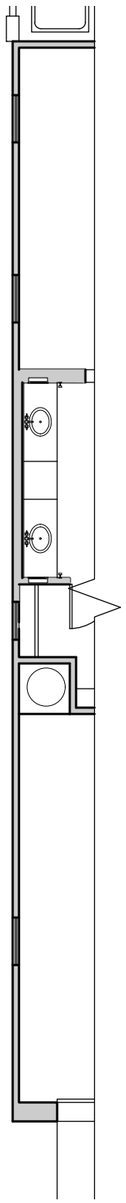
NEW VILLAGE HOMES

PLAN 202
ELEVATION B

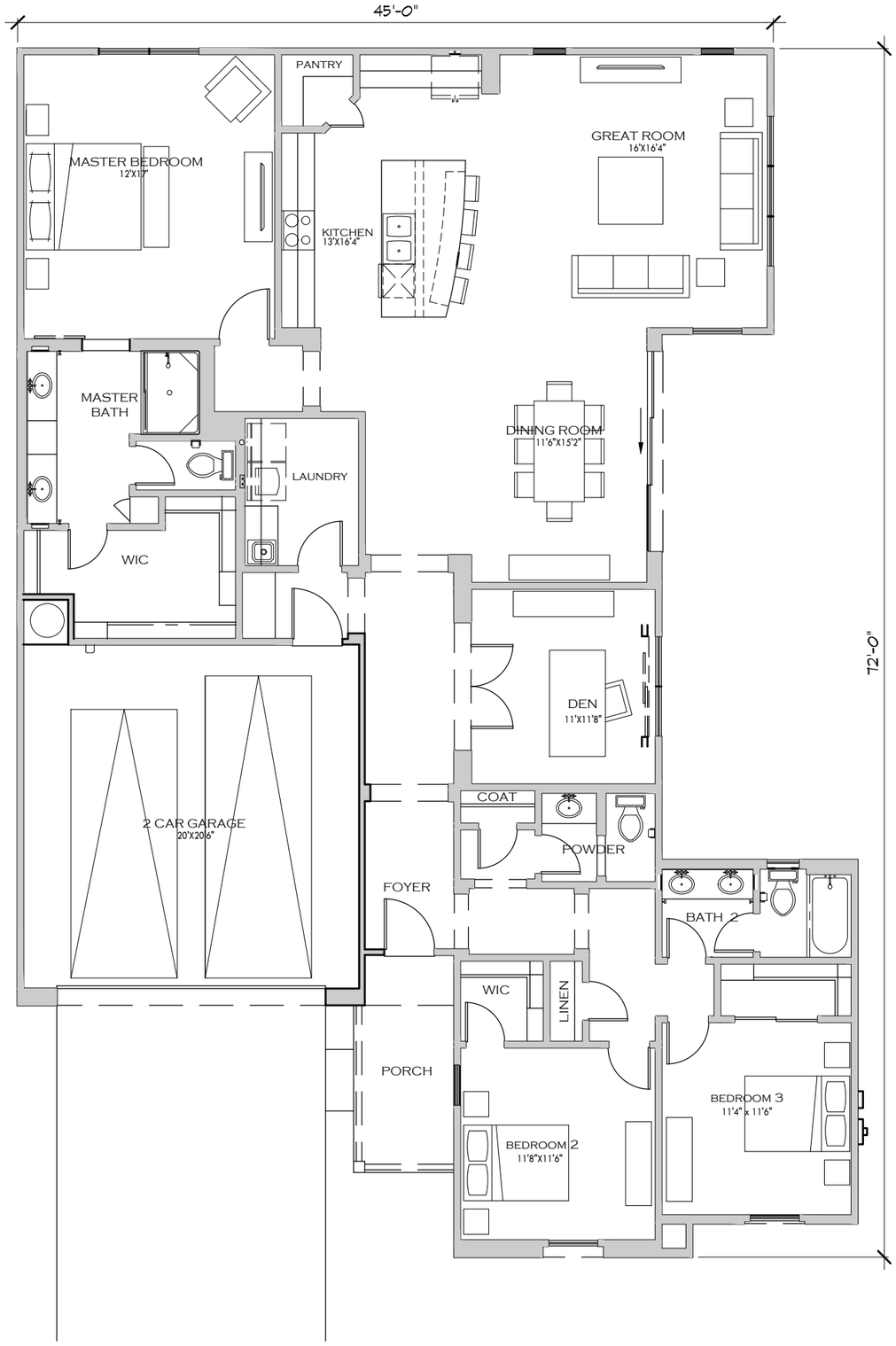
FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2272 sq. ft.
LIVABLE SQ. FT.	2272 sq. ft.
2 CAR GARAGE PORCH	451 sq. ft. 75 sq. ft.
NON-LIVABLE SQ. FT.	526 sq. ft.
MAX FOOTPRINT	2798 sq. ft.
LOT AREA: LOT % COVERAGE:	4510 sq. ft. 62.0%

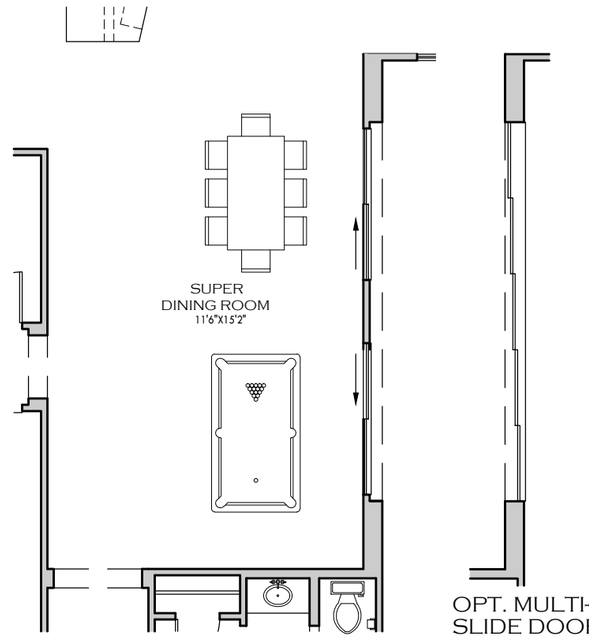


OPT. ENLARGED SHOWER
AT MASTER BATH



PARTIAL FLOOR PLAN
AT EDGE CONDITION





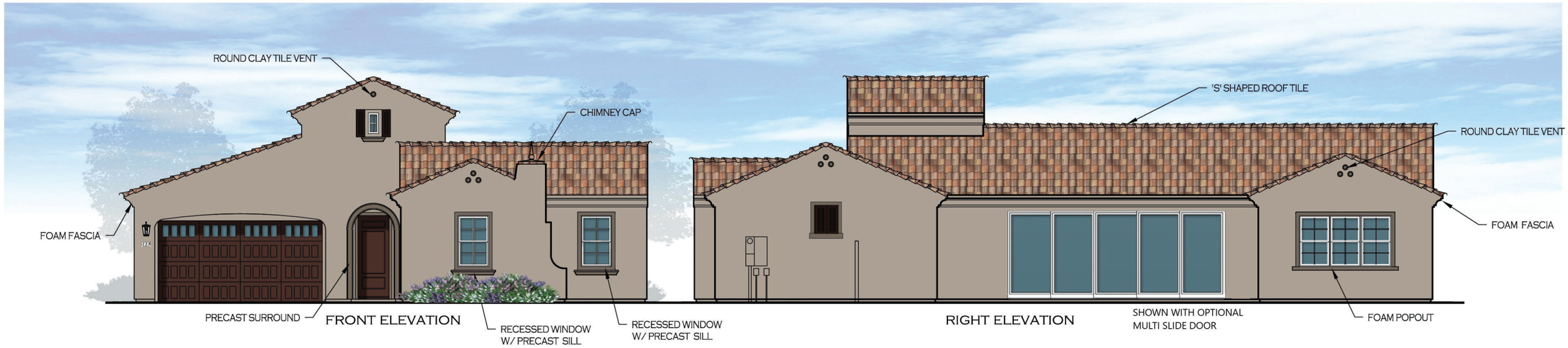
OPT. SUPER DINING ROOM
AT DINING & DEN

OPT. MULTI-SLIDE DOOR
AT SUPER DINING

SCALE: 1/8" = 1'-0"
DATE CREATED: 1/2/19

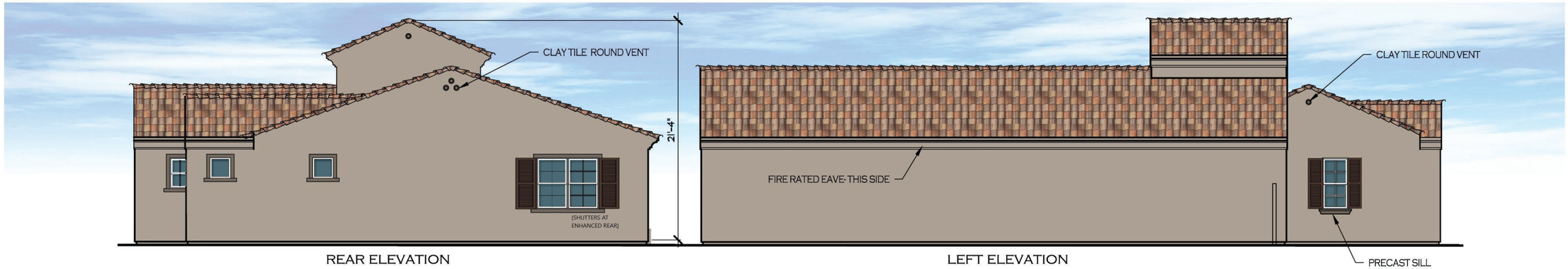
NEW VILLAGE HOMES

PLAN 202
ELEVATION C



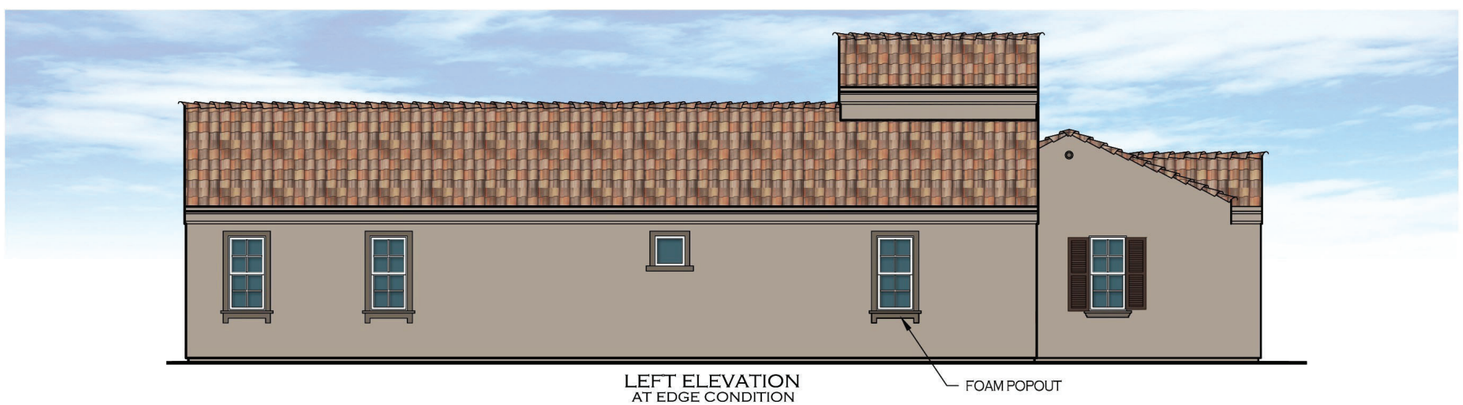
FRONT ELEVATION

RIGHT ELEVATION



REAR ELEVATION

LEFT ELEVATION

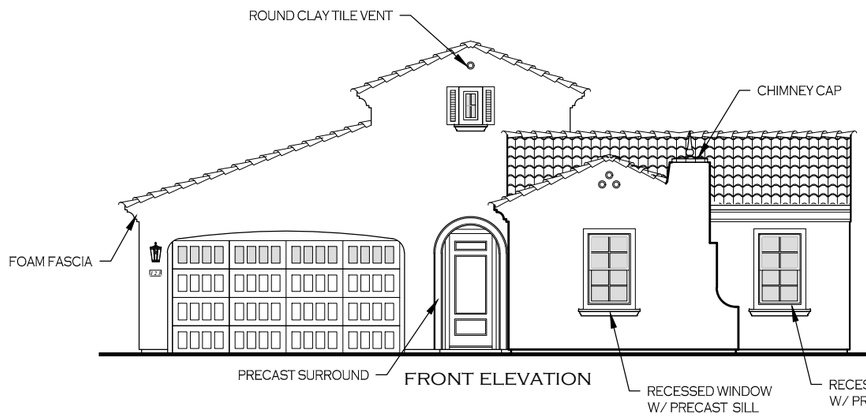


LEFT ELEVATION
AT EDGE CONDITION

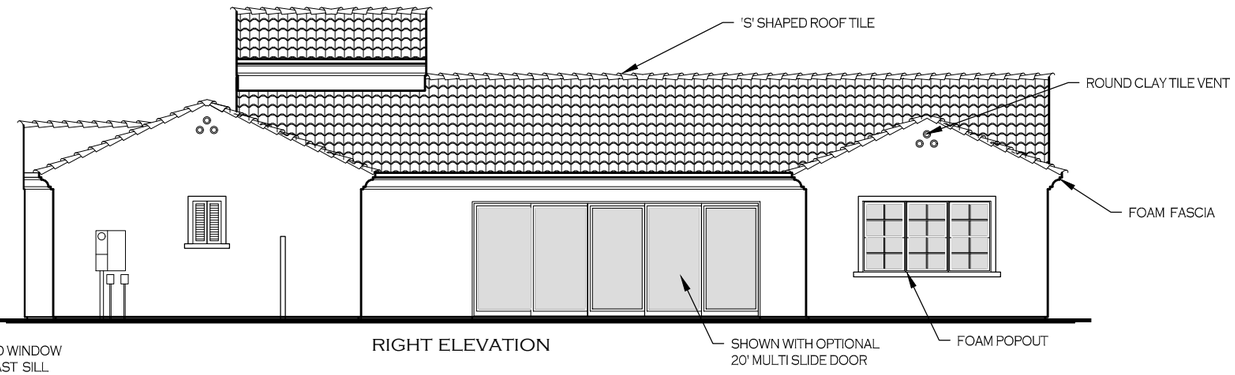
SCALE: 3/32" = 1'-0"

NEW VILLAGE HOMES

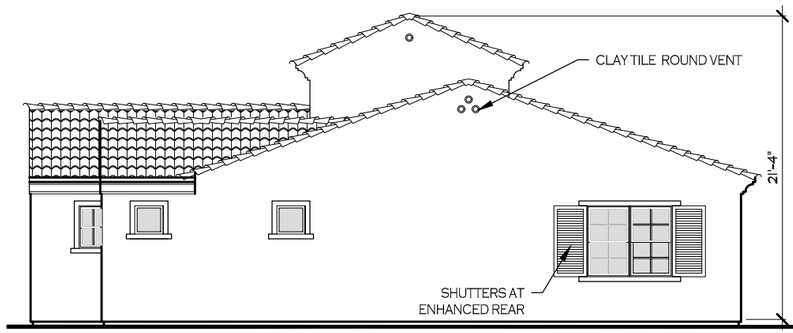
PLAN 202
ELEVATION C



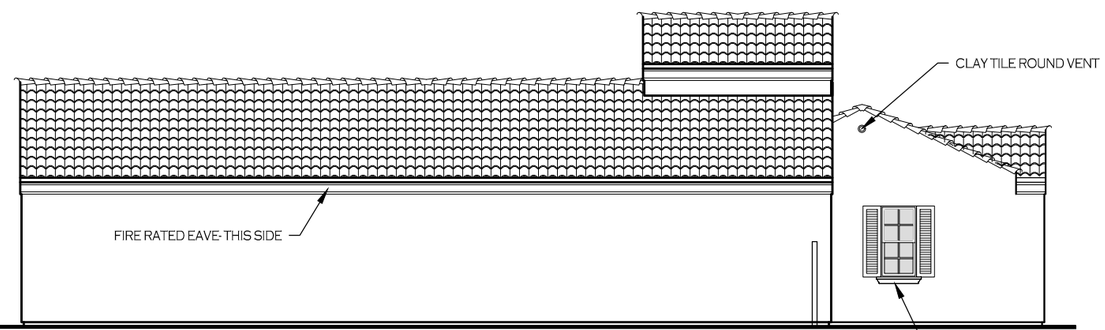
FRONT ELEVATION



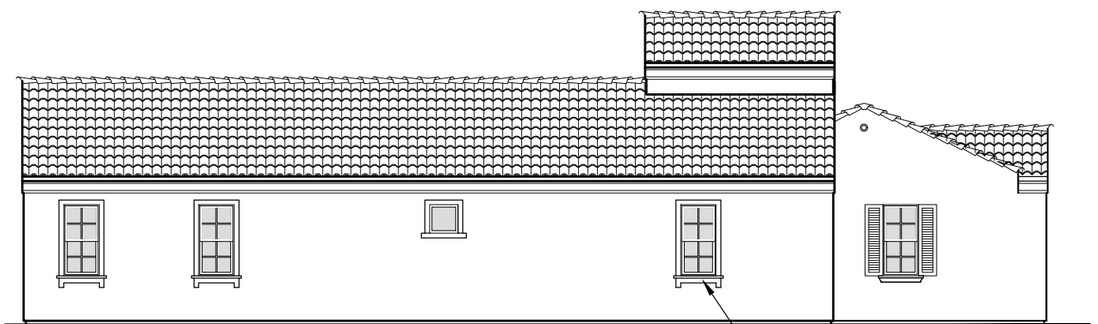
RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



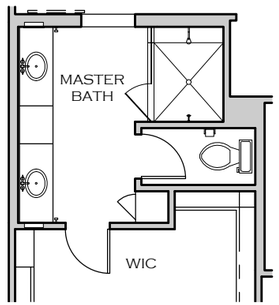
LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32'' = 1'-0''

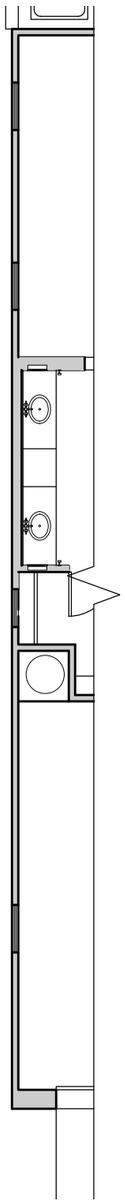
NEW VILLAGE HOMES

PLAN 202
ELEVATION C

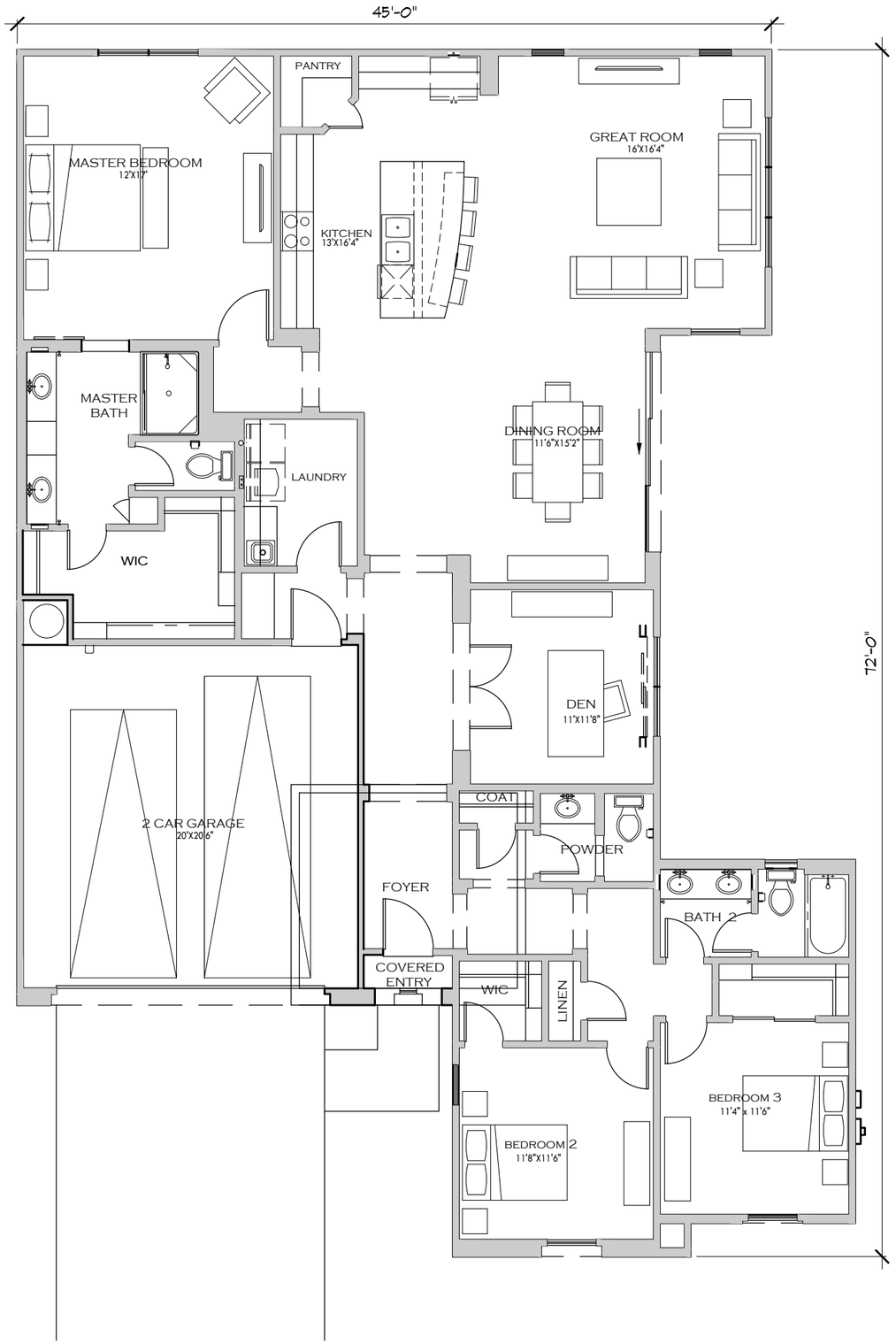
FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2272 sq. ft.
LIVABLE SQ. FT.	2272 sq. ft.
2 CAR GARAGE COVERED ENTRY	451 sq. ft. 16 sq. ft.
NON-LIVABLE SQ. FT.	467 sq. ft.
MAX FOOTPRINT	2739 sq. ft.
LOT AREA: LOT % COVERAGE:	4510 sq. ft. 60.7%

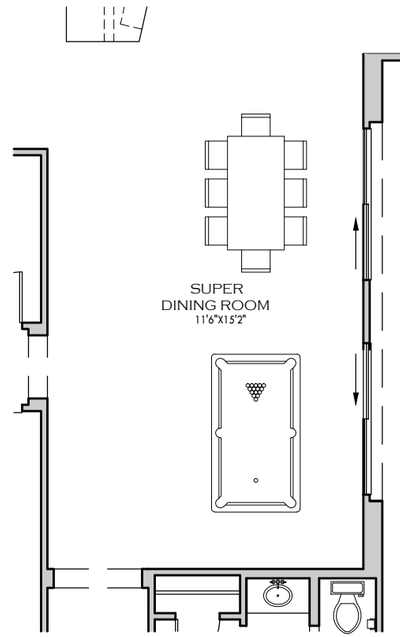


OPT. ENLARGED SHOWER
AT MASTER BATH

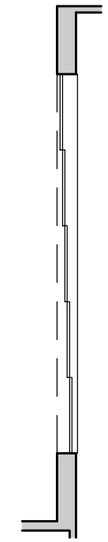


PARTIAL FLOOR PLAN
AT EDGE CONDITION





OPT. SUPER DINING ROOM
AT DINING & DEN

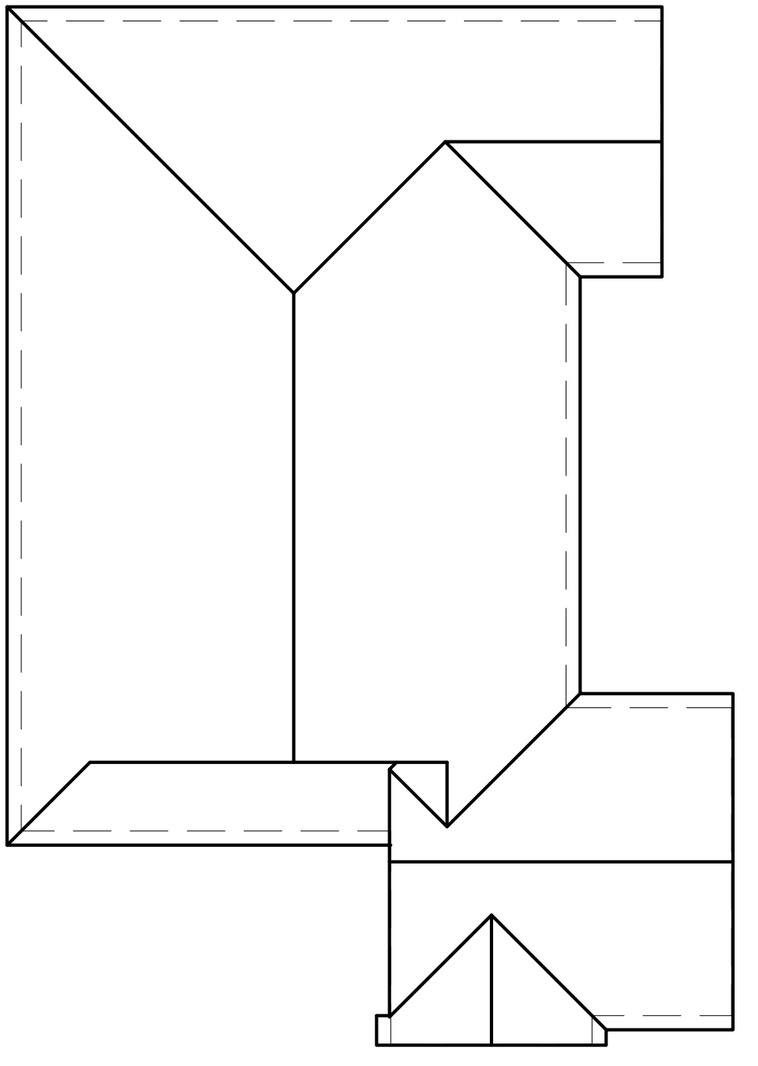


OPT. MULTI-SLIDE DOOR
AT SUPER DINING

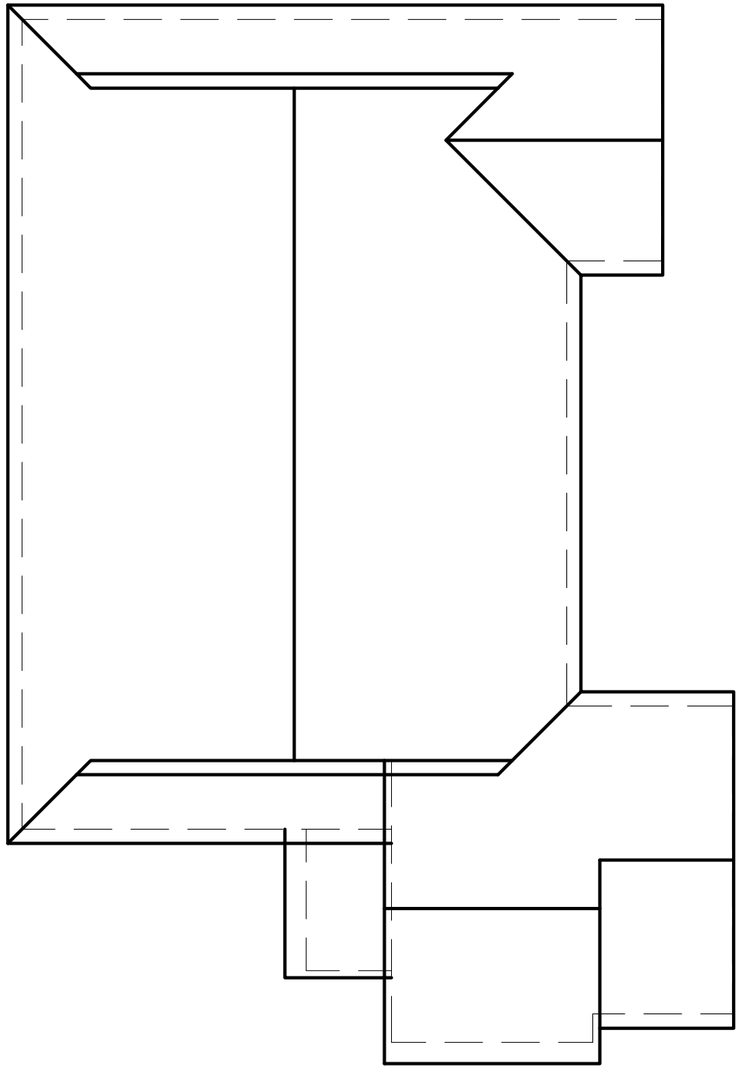
SCALE: 1/8" = 1'-0"
DATE CREATED: 1/2/19

NEW VILLAGE HOMES

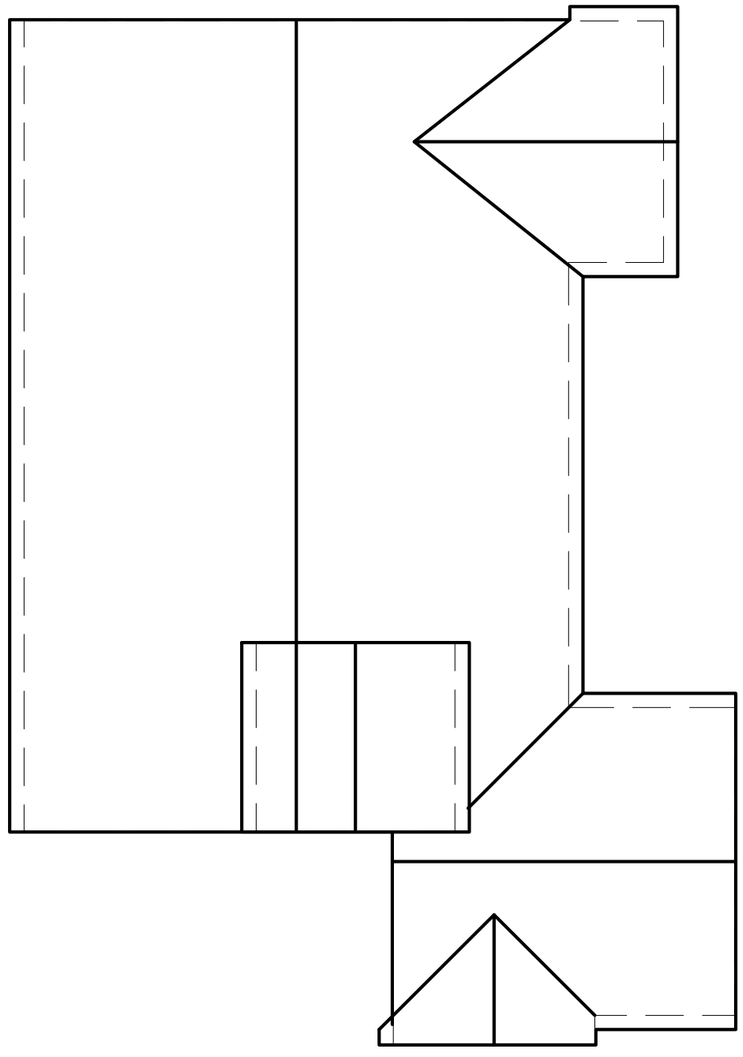
PLAN 202
ROOF LAYOUT



ELEVATION A



ELEVATION B

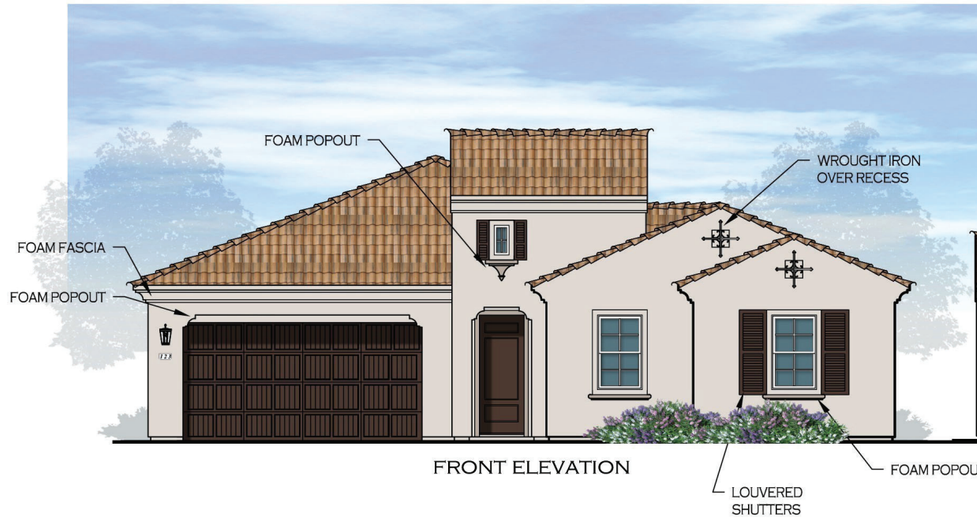


ELEVATION C

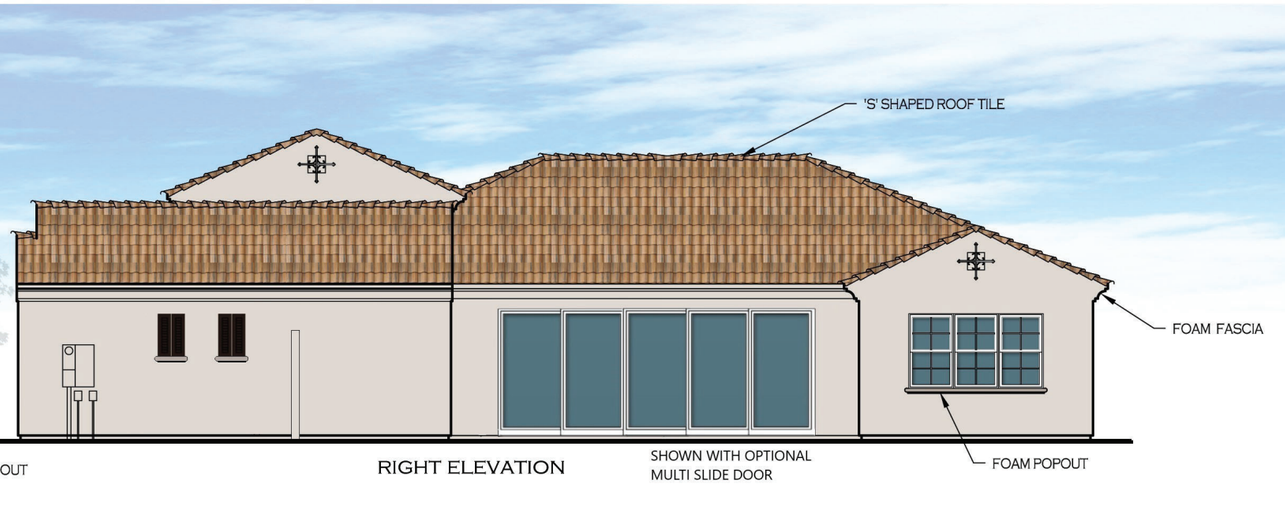
SCALE: 3/32" = 1'-0"

NEW VILLAGE HOMES

PLAN 203
ELEVATION A

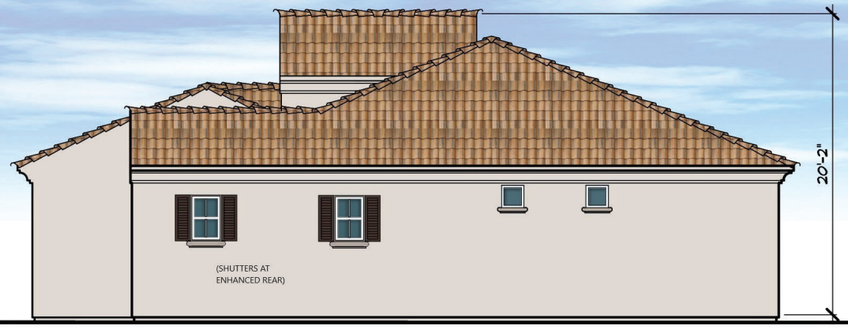


FRONT ELEVATION

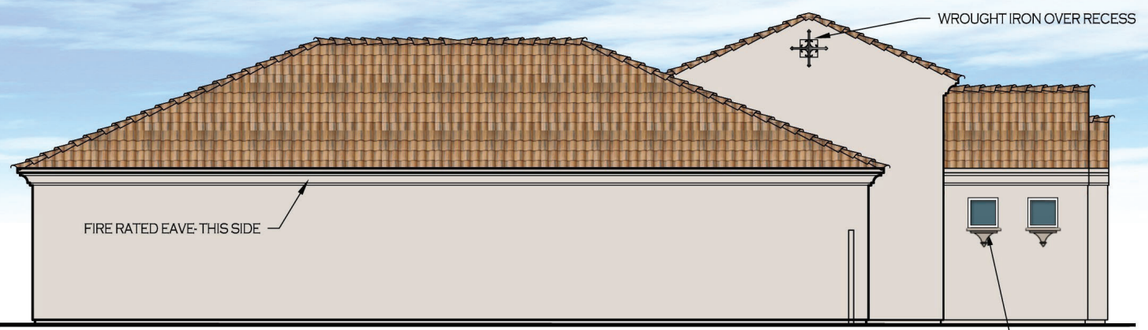


RIGHT ELEVATION

SHOWN WITH OPTIONAL
MULTI SLIDE DOOR



REAR ELEVATION



LEFT ELEVATION

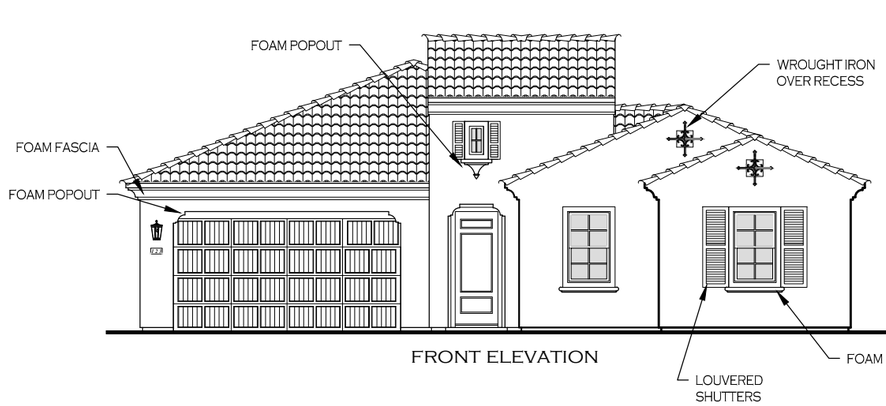
FRONT ELEVATION
AT BEDROOM SUITE OPTION

LEFT ELEVATION
AT EDGE CONDITION

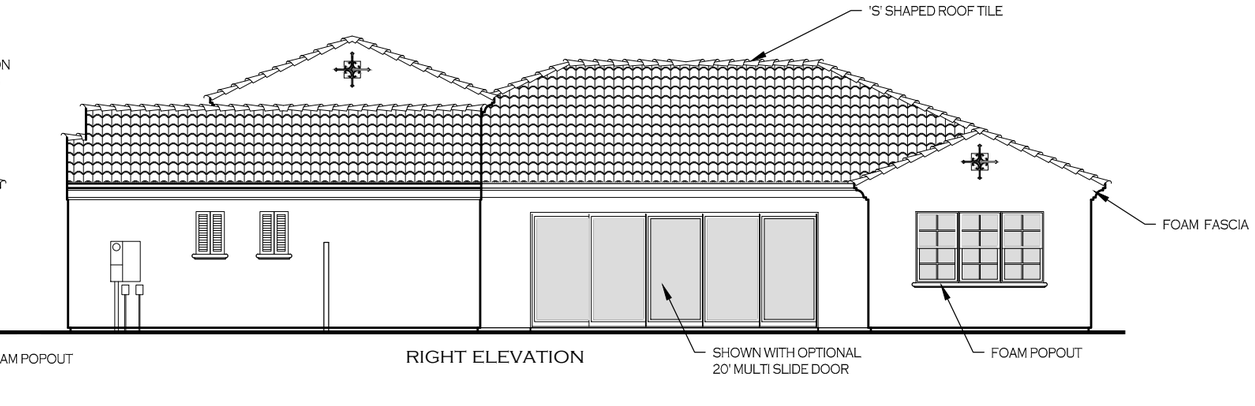
SCALE: 3/32" = 1'-0"

NEW VILLAGE HOMES

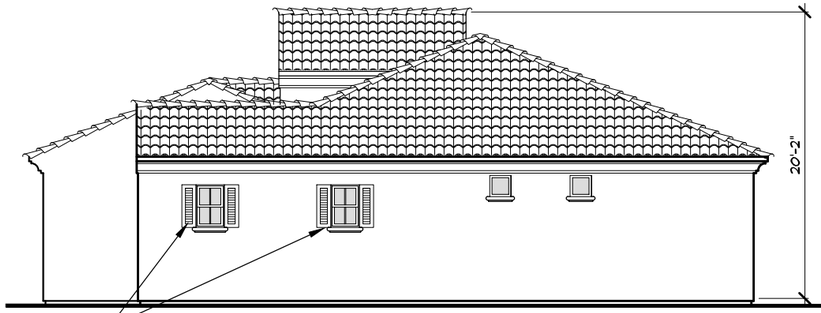
PLAN 203
ELEVATION A



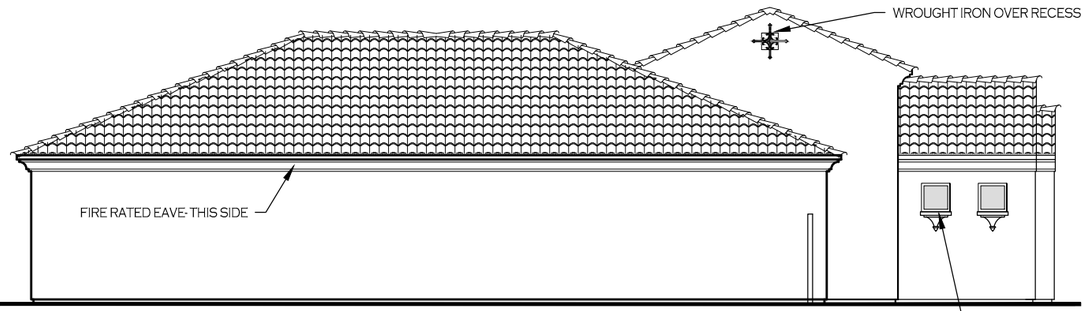
FRONT ELEVATION



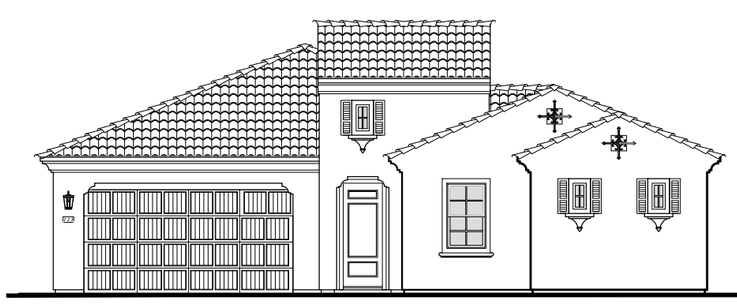
RIGHT ELEVATION



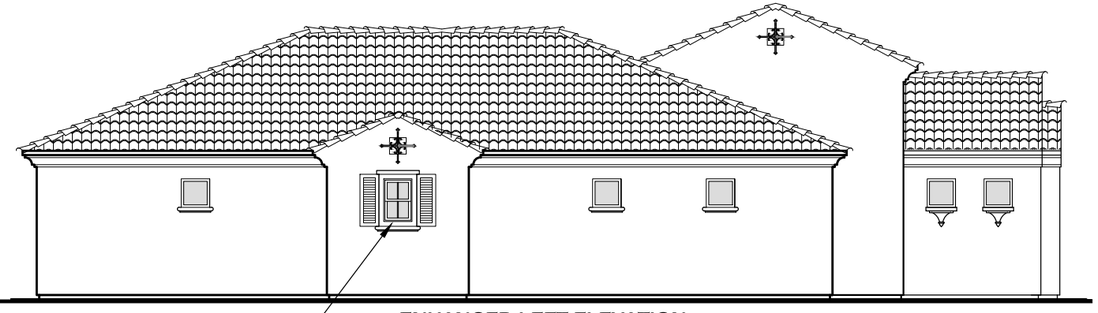
REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION
AT BEDROOM SUITE OPTION



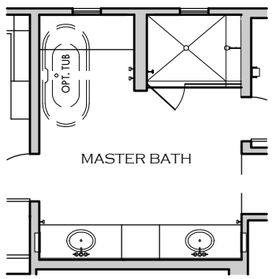
ENHANCED LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

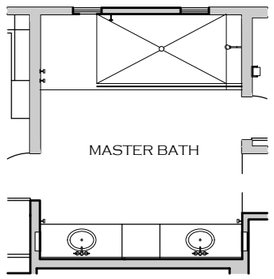
NEW VILLAGE HOMES

PLAN 203
ELEVATION A

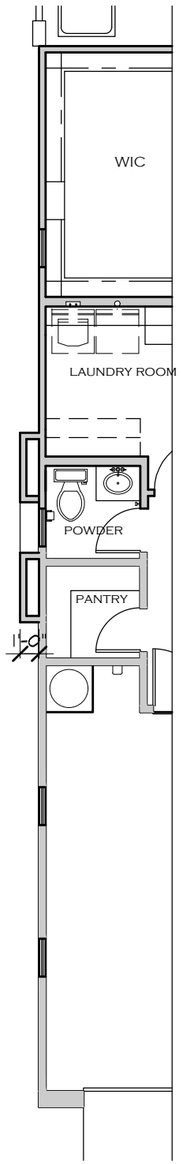
FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2293 sq. ft.
LIVABLE SQ. FT.	2293 sq. ft.
2 CAR GARAGE COVERED ENTRY	437 sq. ft. 42 sq. ft.
NON-LIVABLE SQ. FT.	479 sq. ft.
MAX FOOTPRINT	2772 sq. ft.
LOT AREA: LOT % COVERAGE:	4510 sq. ft. 61.5%



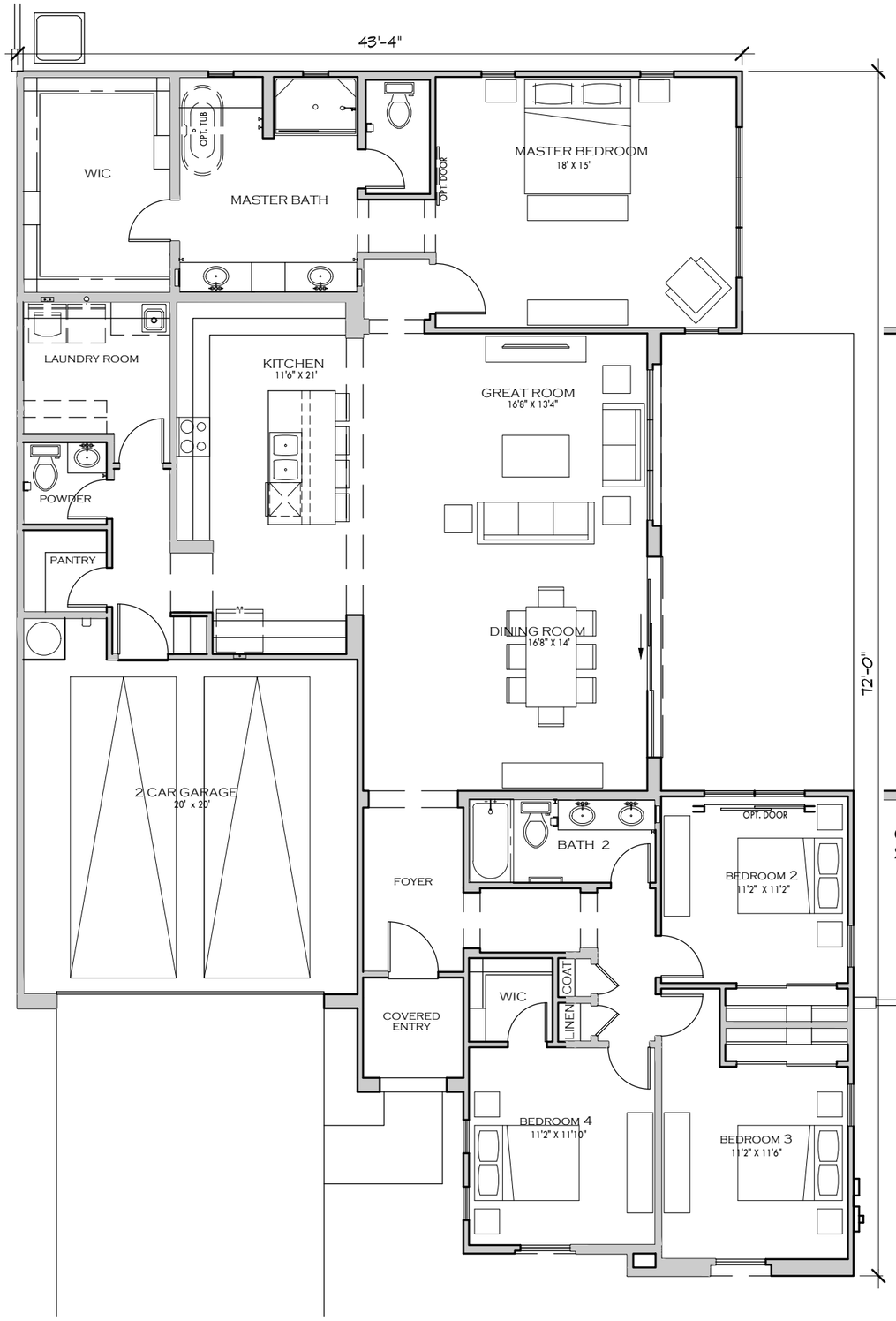
OPT. ENLARGED SHOWER
AT MASTER BATH

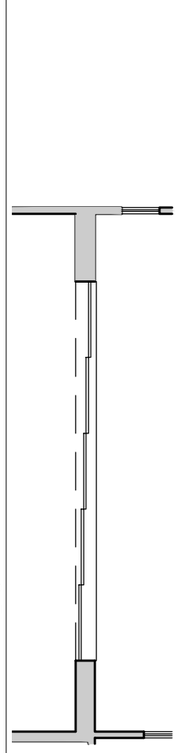


OPT. SUPER SHOWER
AT MASTER BATH

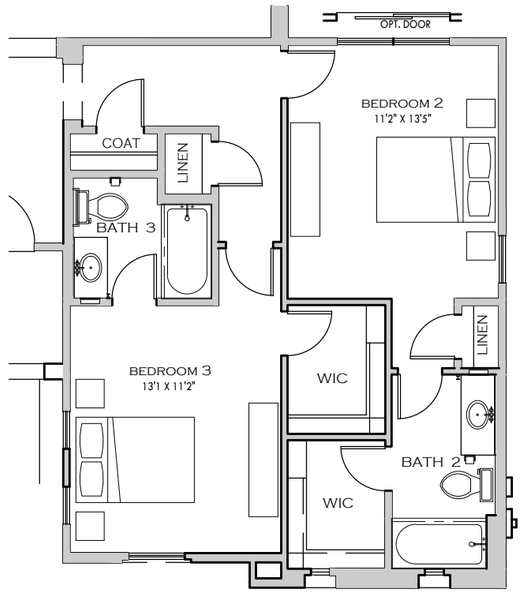


PARTIAL FLOOR PLAN
AT EDGE CONDITION

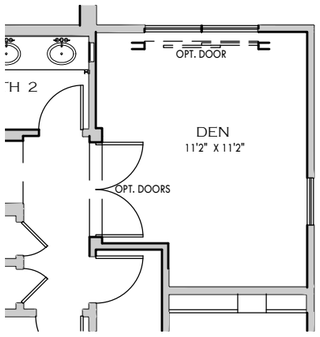




OPT. MULTI-
SLIDE DOOR



OPT. BEDROOM SUITES

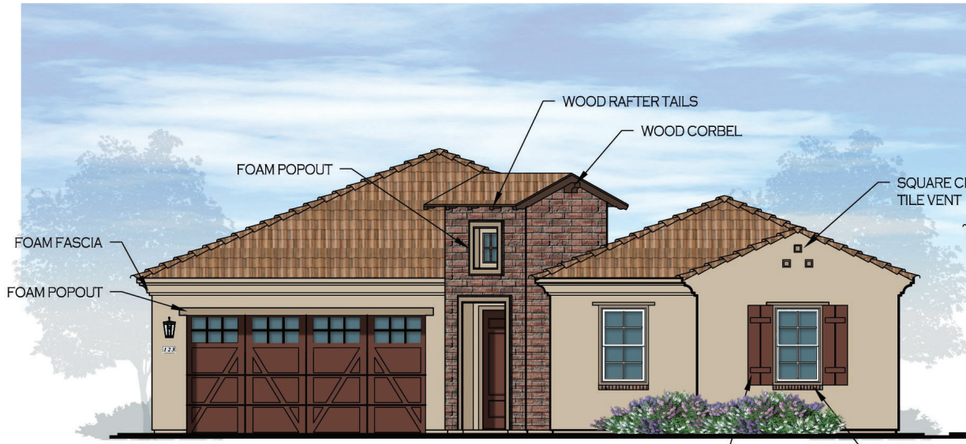


OPT. DEN
AT BEDROOM 2

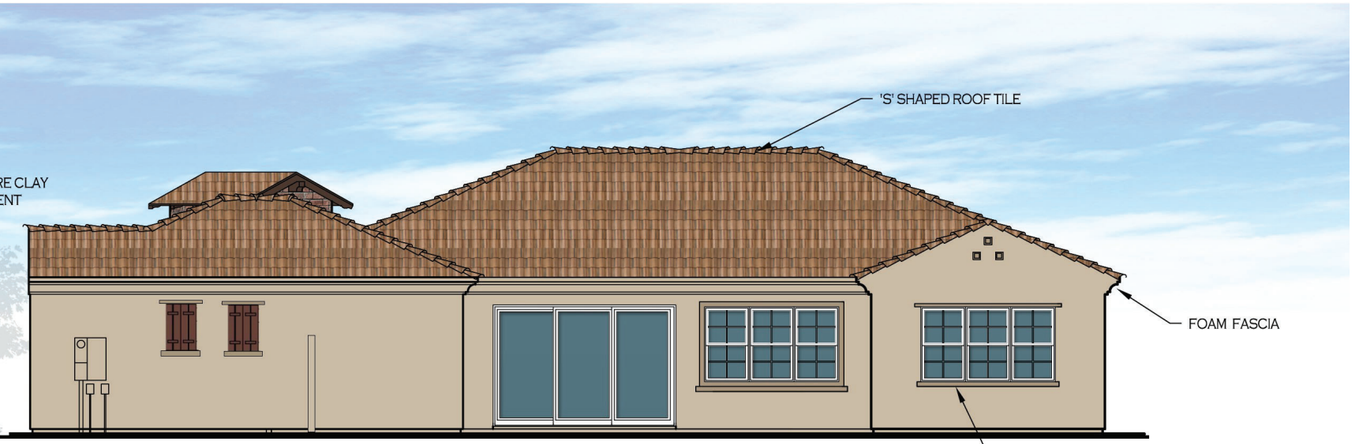
SCALE: 1/8" = 1'-0"
DATE CREATED: 1/2/19

NEW VILLAGE HOMES

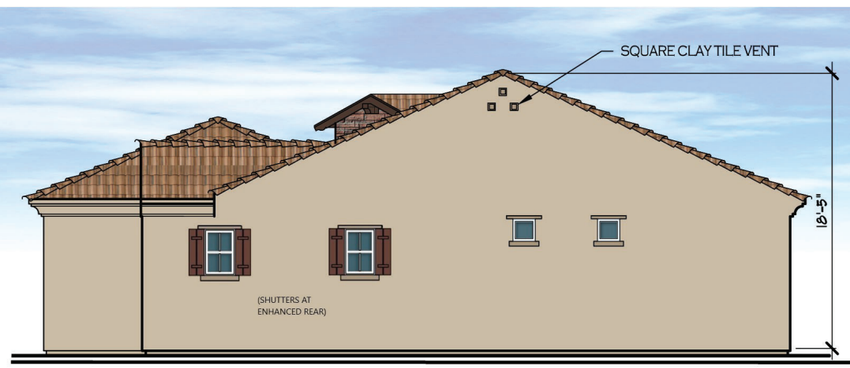
PLAN 203
ELEVATION B



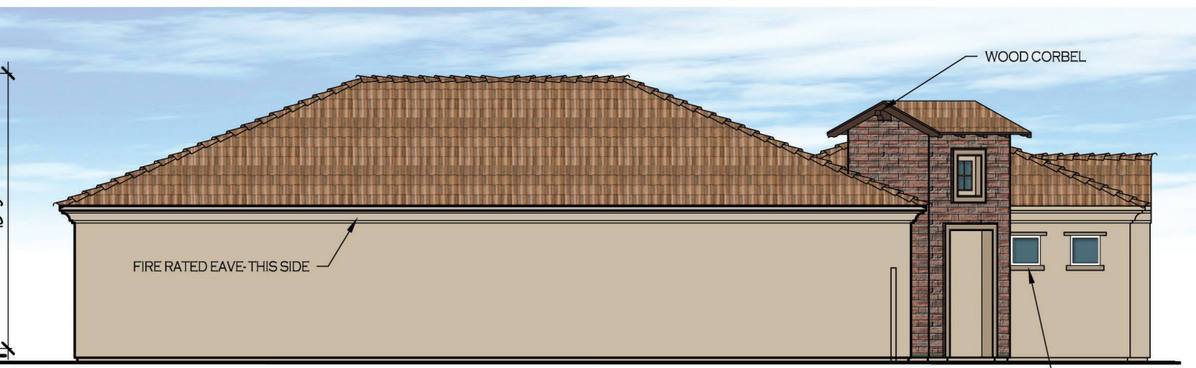
FRONT ELEVATION



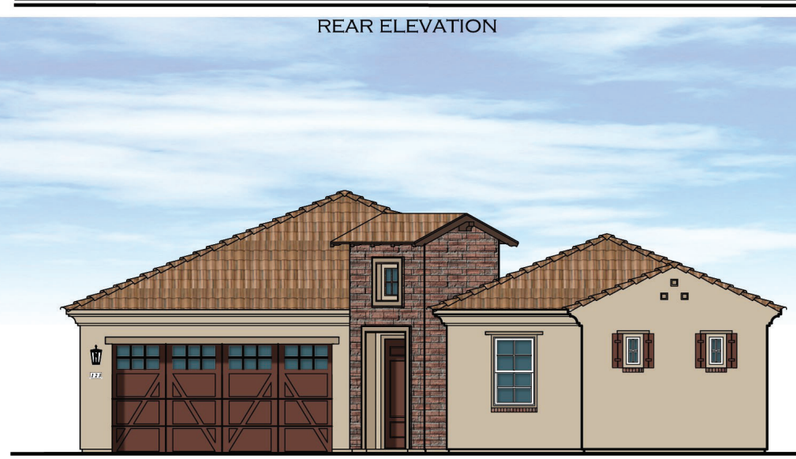
RIGHT ELEVATION



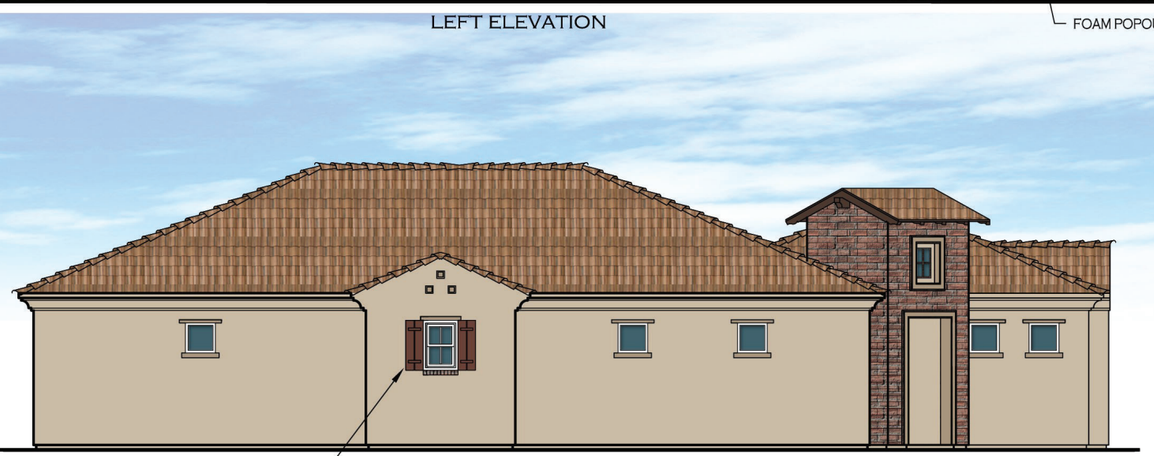
REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION
AT BEDROOM SUITE OPTION

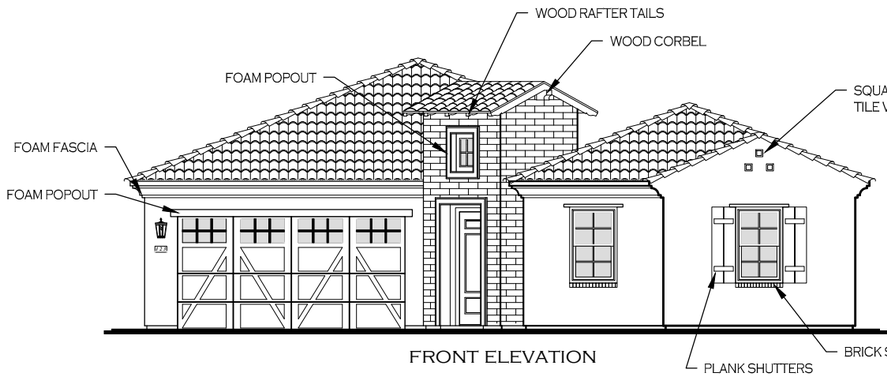


LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

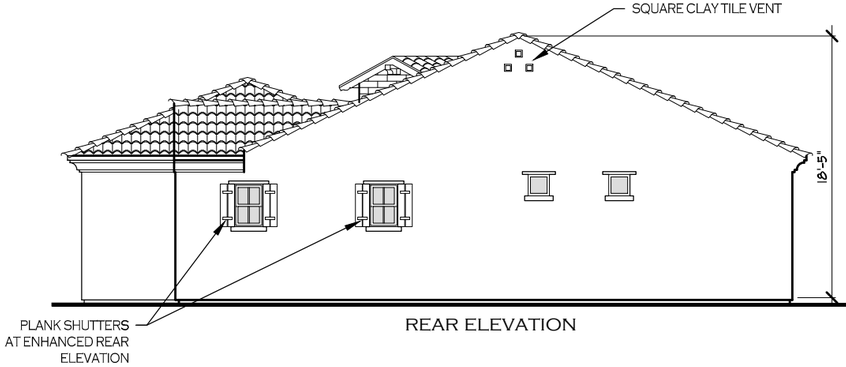
NEW VILLAGE HOMES

PLAN 203
ELEVATION B

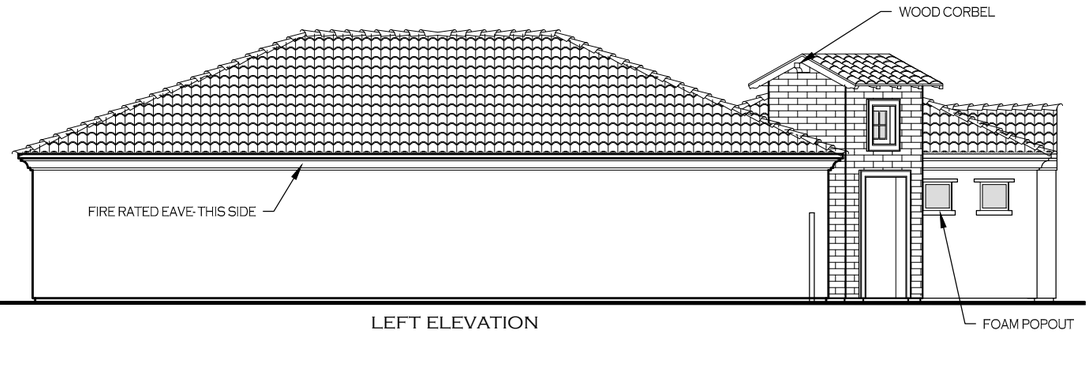


FRONT ELEVATION

RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

FRONT ELEVATION
AT BEDROOM SUITE OPTION

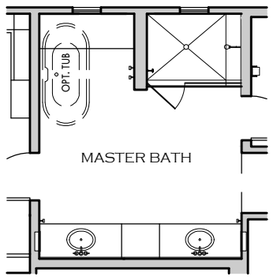
ENHANCED LEFT ELEVATION
AT EDGE CONDITION

SCALE: 3/32" = 1'-0"

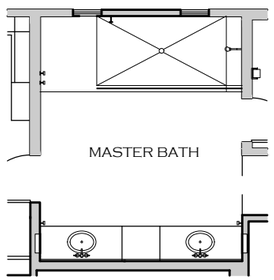
NEW VILLAGE HOMES

PLAN 203
ELEVATION B

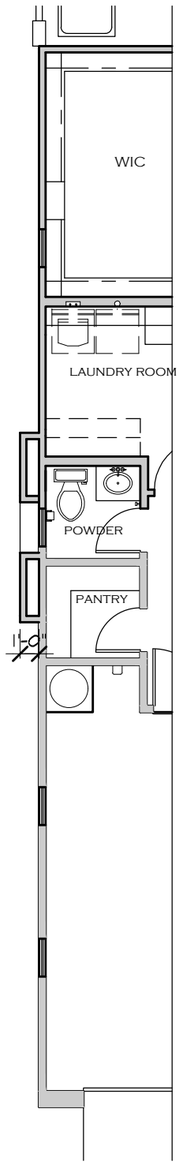
FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2293 sq. ft.
LIVABLE SQ. FT.	2293 sq. ft.
2 CAR GARAGE COVERED ENTRY	437 sq. ft. 41 sq. ft.
NON-LIVABLE SQ. FT.	478 sq. ft.
MAX FOOTPRINT	2771 sq. ft.
LOT AREA: LOT % COVERAGE:	4510 sq. ft. 61.5%



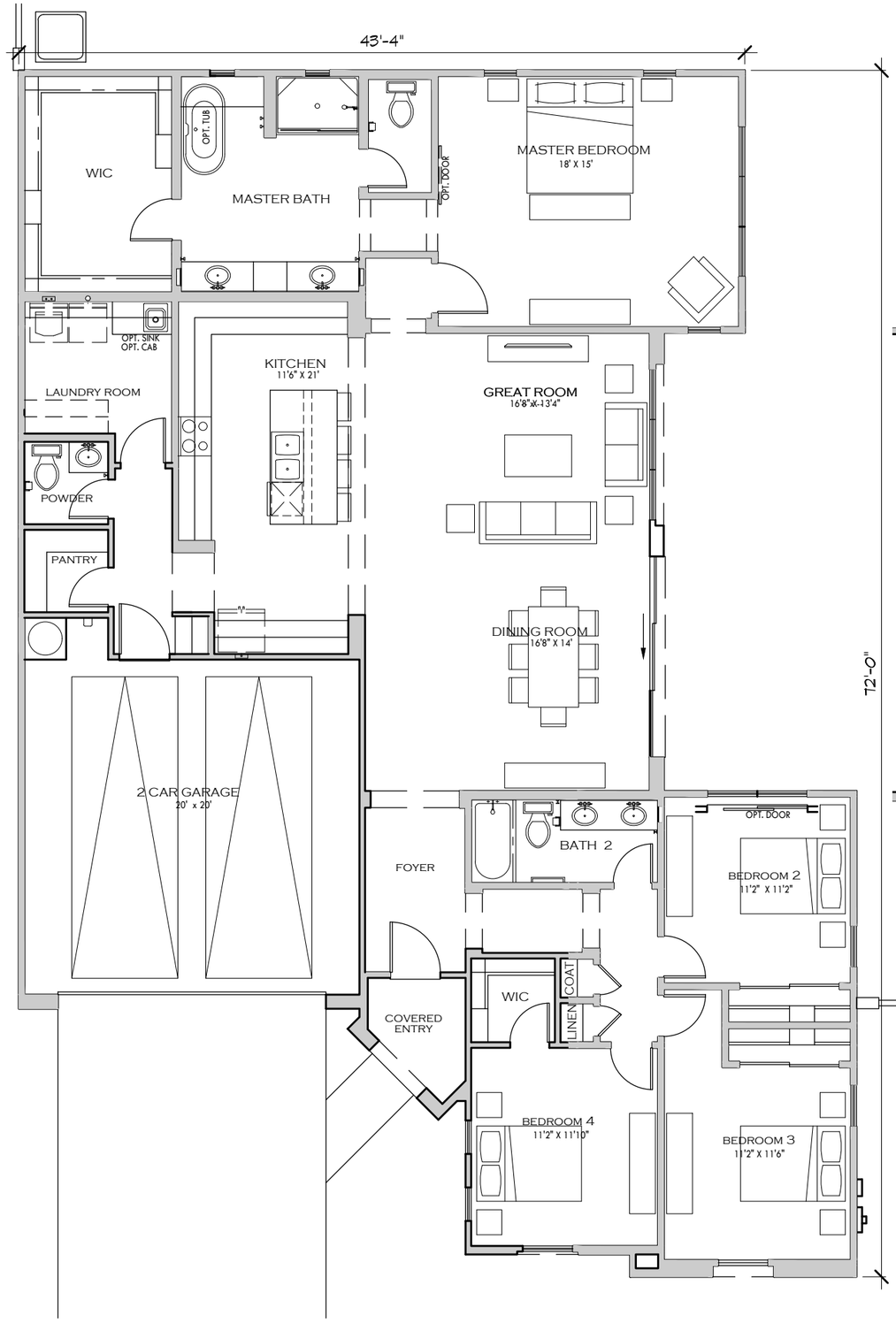
OPT. ENLARGED SHOWER
AT MASTER BATH

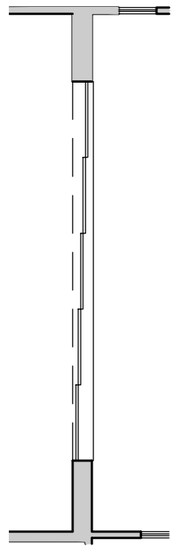


OPT. SUPER SHOWER
AT MASTER BATH

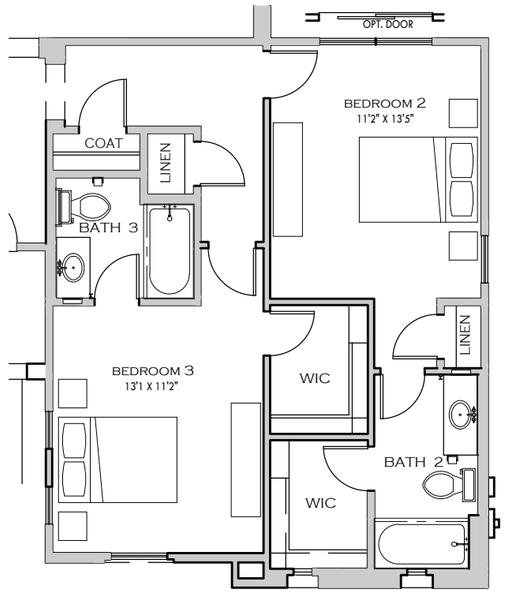


PARTIAL FLOOR PLAN
AT EDGE CONDITION

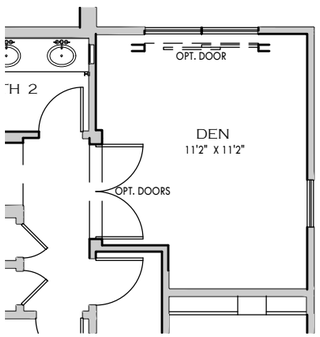




OPT. MULTI-
SLIDE DOOR



OPT. BEDROOM SUITES



OPT. DEN
AT BEDROOM 2

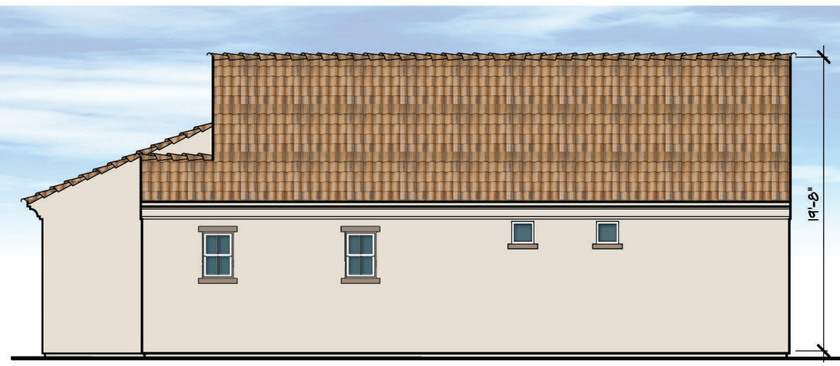
SCALE: 1/8" = 1'-0"
DATE CREATED: 1/2/19

NEW VILLAGE HOMES

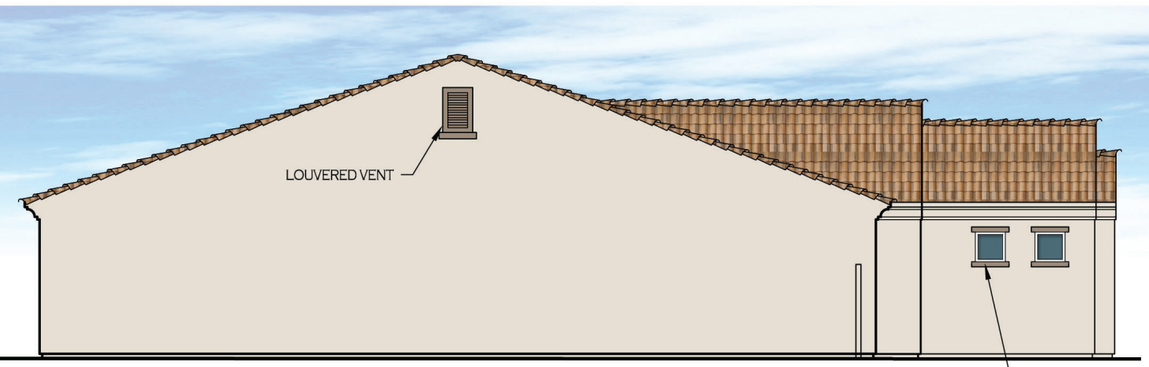
PLAN 203
ELEVATION D

FRONT ELEVATION

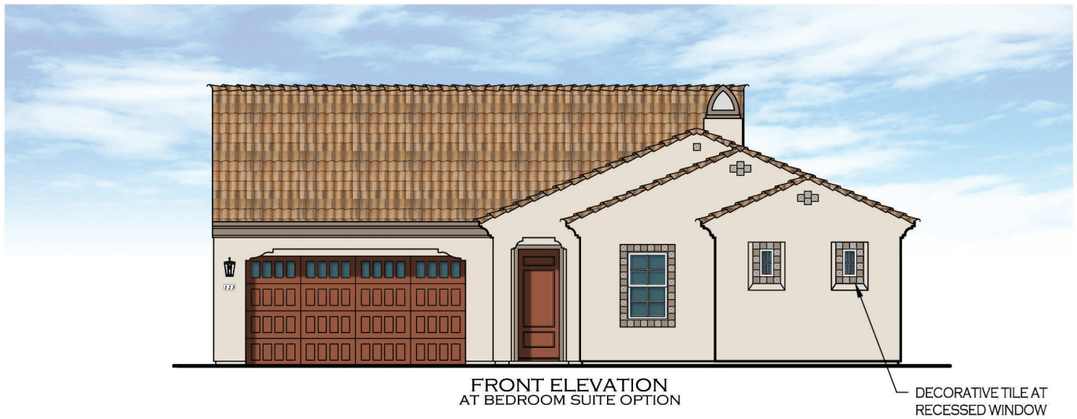
RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



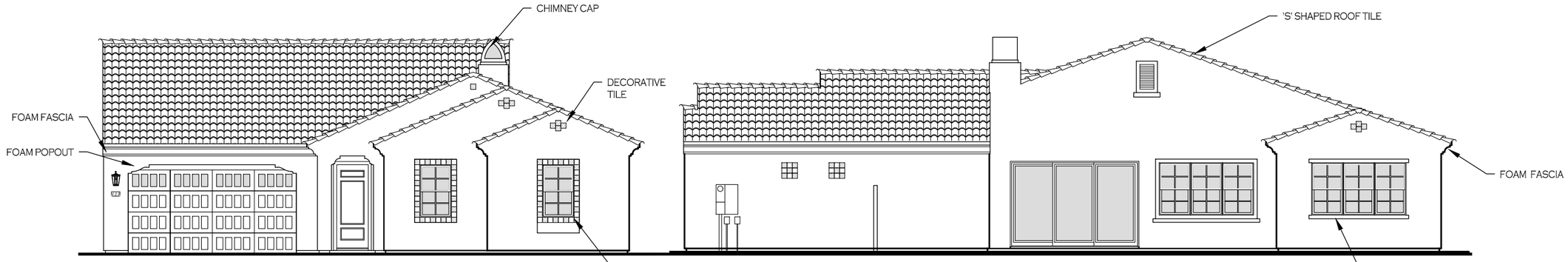
FRONT ELEVATION
AT BEDROOM SUITE OPTION

NOT AVAILABLE FOR EDGE CONDITION

SCALE: 3/32" = 1'-0"

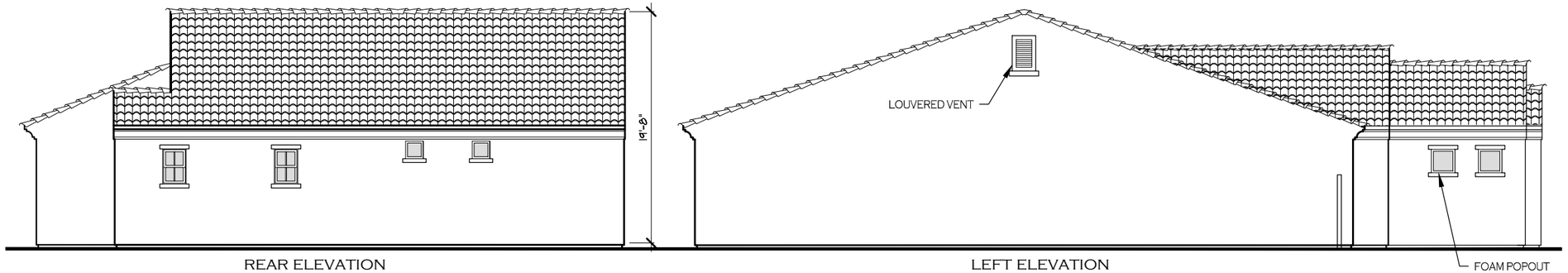
NEW VILLAGE HOMES

PLAN 203
ELEVATION D



FRONT ELEVATION

RIGHT ELEVATION



REAR ELEVATION

LEFT ELEVATION

FRONT ELEVATION
AT BEDROOM SUITE OPTION

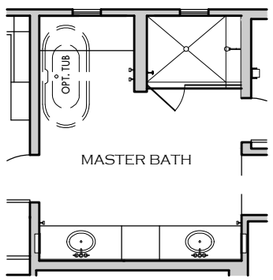
NOT AVAILABLE FOR EDGE CONDITION

SCALE: 3/32" = 1'-0"

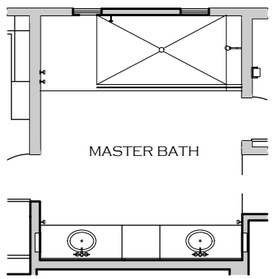
NEW VILLAGE HOMES

PLAN 203
ELEVATION D

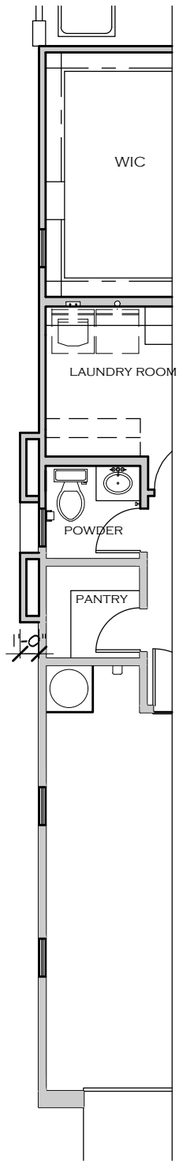
FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2293 sq. ft.
LIVABLE SQ. FT.	2293 sq. ft.
2 CAR GARAGE COVERED ENTRY	437 sq. ft. 30 sq. ft.
NON-LIVABLE SQ. FT.	467 sq. ft.
MAX FOOTPRINT	2760 sq. ft.
LOT AREA: LOT % COVERAGE:	4510 sq. ft. 61.2%



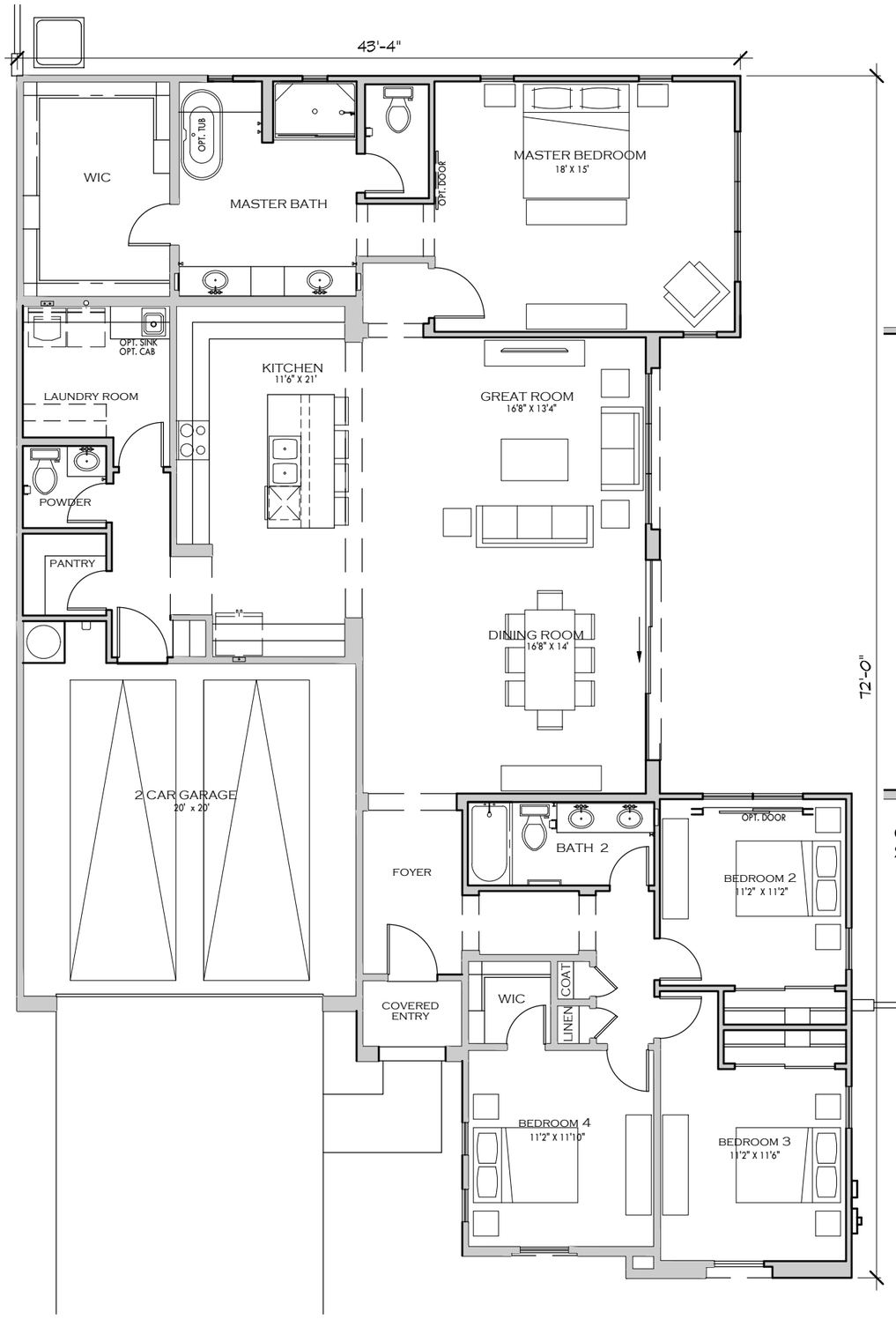
OPT. ENLARGED SHOWER
AT MASTER BATH

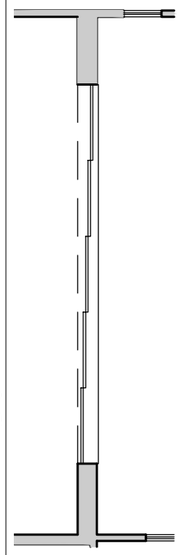


OPT. SUPER SHOWER
AT MASTER BATH

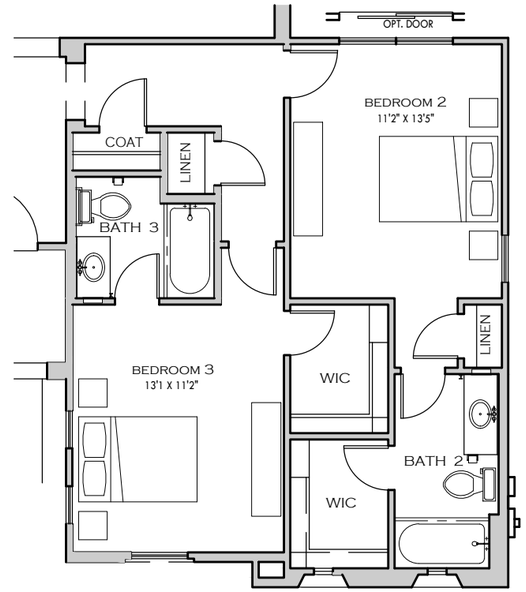


PARTIAL FLOOR PLAN
AT EDGE CONDITION

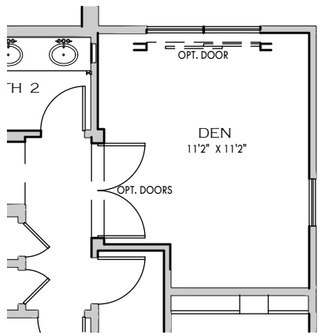




OPT. MULTI-
SLIDE DOOR



OPT. BEDROOM SUITES

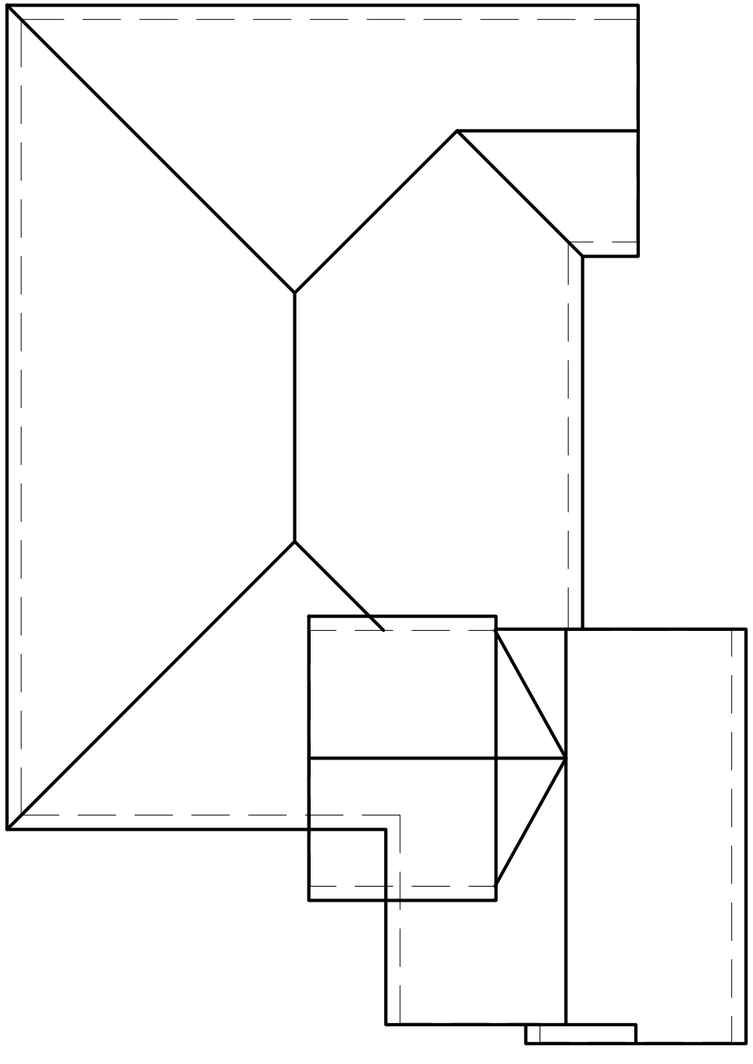


OPT. DEN
AT BEDROOM 2

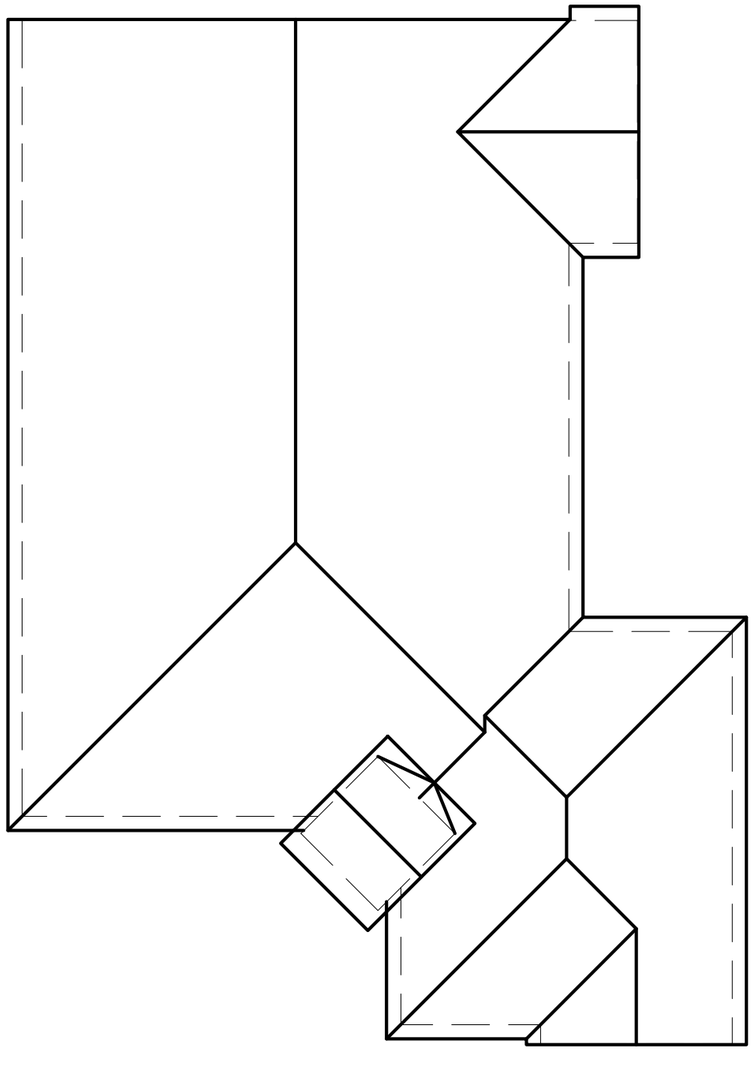
SCALE: 1/8" = 1'-0"
DATE CREATED: 1/2/19

NEW VILLAGE HOMES

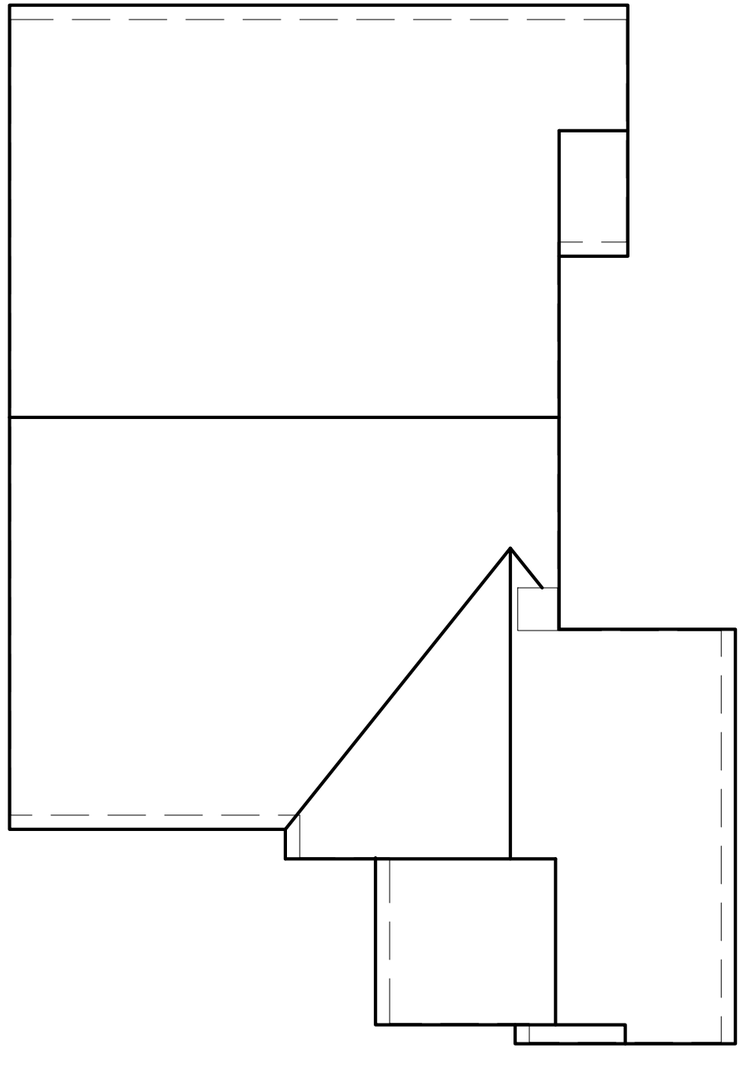
PLAN 203
ROOF LAYOUT



ELEVATION A



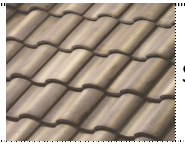
ELEVATION B



ELEVATION D

SCALE: 3/32" = 1'-0"

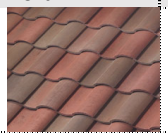
Color Scheme Matrix
Elevation A

	Roof Tile		Body & Fascia		Popouts & Trim		Doors & Shutters	
	Boral		*Sherwin Williams*		*Sherwin Williams*		*Sherwin Williams*	
A-1	Gulfstream		SW 6148 Wool Skein		SW 2845 Bunglehouse Gray		SW 7734 Olive Grove	
A-2	Desert Skyline Taupe		SW 7506 Loggia		SW 2840 Hammered Silver		SW 7602 Indigo Batik	
A-3	Verona Clay		SW 7021 Simple White		SW 6073 Perfect Greige		SW 6076 Turkish Coffee	

NEW VILLAGE HOMES

Front Door: Thermatru- Smooth Star S31
Garage Door: Wayne Dalton Oak Park
Window Color: White
Light Fixture: *Progress Lighting Westport P5863-31WB*

Color Scheme Matrix
Elevation B

	Roof Tile	Brick	Body	Popouts & Trim	Doors & Shutters	Fascia & Corbels	Wrought Iron
	Boral	*Coronado Stone*	*Sherwin Williams*	*Sherwin Williams*	*Sherwin Williams*	*Sherwin Williams*	*Sherwin Williams*
B-1	Verona Clay 	Sicilian Brick Marsala Blend	SW 1015 Skyline Steel	SW 2855 Sycamore Tan	SW 2837 Aurora Brown	SW 6076 Turkish Coffee	SW 6993 Black of Night
B-2	Salerno Clay	Roman Brick Ambrosia	SW 7568 Neutral Ground	SW 9172 Studio Clay	SW 7734 Olive Grove	SW 6076 Turkish Coffee	SW 6993 Black of Night
B-3	Apple Bark	Sicilian Brick Marsala Blend	SW 7508 Tavern Taupe	SW 9173 Shiitake	SW7701 Cavern Clay	SW 6076 Turkish Coffee	SW 6993 Black of Night

NEW VILLAGE HOMES

Front Door: Thermatru Smooth-Star S31
Garage Door: Wayne Dalton Charleston w/ 12 Window S
Window Color: White
Light Fixture: Progress Lighting- East Haven P6079-3130K9

Color Scheme Matrix

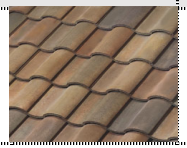
Elevation C

	Roof Tile	Body & Fascia	Popouts & Trim	Doors	Wrought Iron
	Boral	*Sherwin Williams*	*Sherwin Williams*	*Sherwin Williams*	*Sherwin Williams*
C-1	California Mission Blend	SW 6385 Dover White	SW 2840 Hammered Silver	SW 2838 Polished Mahogany	SW 6993 Black of Night
C-2	California Mission Blend	SW 7679 Golden Gate	SW 7723 Colony Buff	SW 7523 Burnished Brandy	SW 6993 Black of Night
C-3	Charcoal Brown Blend	SW 0037 Morris Room Grey	SW 7033 Brainstorm Bronze	SW7602 Indigo Batik	SW 6993 Black of Night

NEW VILLAGE HOMES

Front Door: Thermatru Smooth-Star S31
Garage Door: Wayne Dalton Sonoma
Window Color: White
Light Fixture: *Progress Lighting Westport P5863-31WB*

Color Scheme Matrix
Elevation D

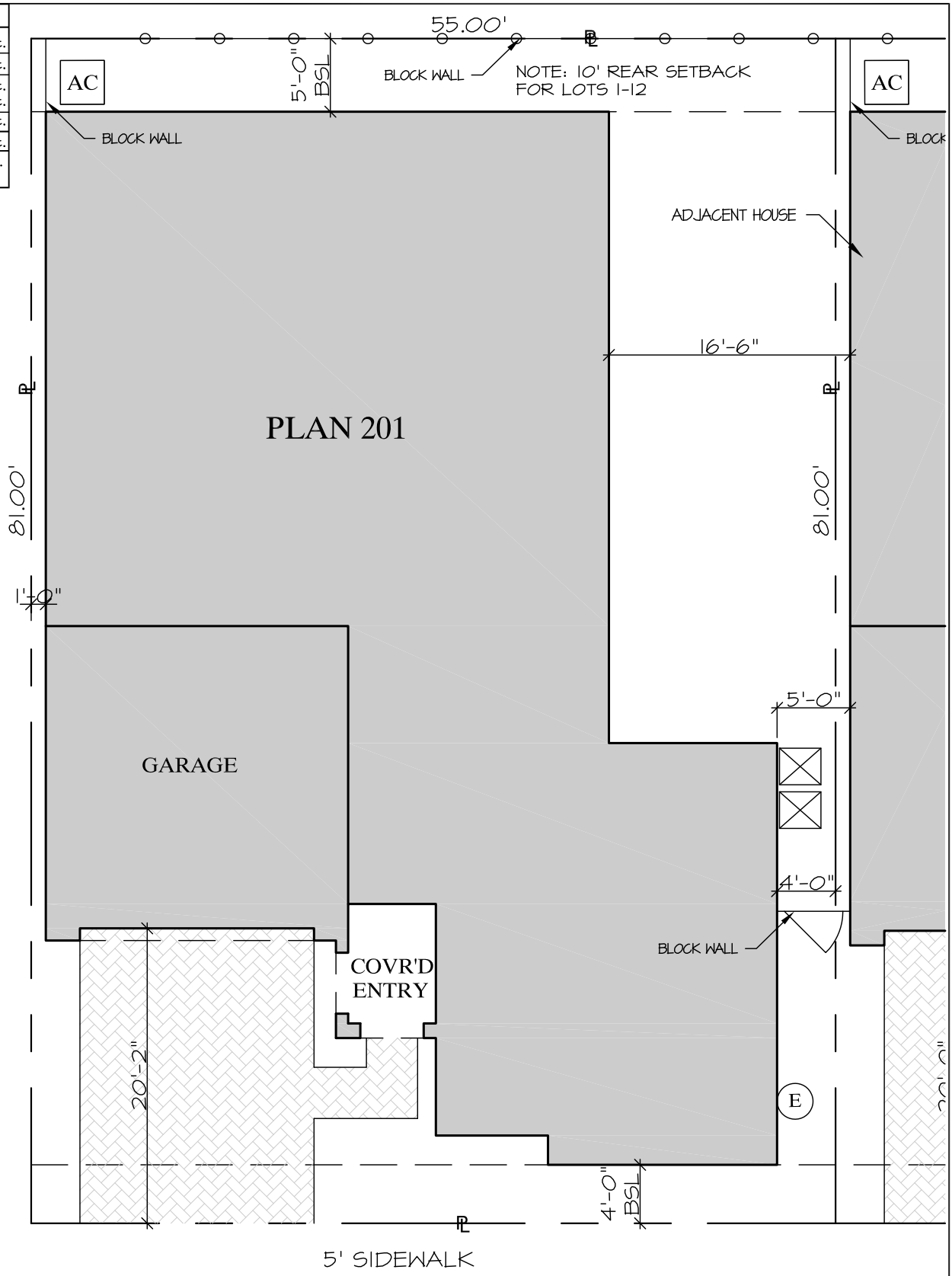
	Roof Tile		Deco Tile		Field Tile	Body & Fascia		Popouts & Trim		Doors		Wrought Iron	
	Boral		*Nonato Ceramics*			*Sherwin Williams*		*Sherwin Williams*		*Sherwin Williams*		*Sherwin Williams*	
D-1	Salerno Clay		Casanova NC101-a			SW7506 Loggia		SW 9174 Moth Wing		SW 2851 Sage Green Light		SW 6993 Black of Night	
D-2	La Terra Blend		Sonoma NC130			SW 7042 Shoji White		SW 2855 Sycamore Tan		SW 2803 Rockwood Terra Cotta		SW 6993 Black of Night	
D-3	Charcoal Brown Blend		Anacapa NC138			SW 6002 Essential Gray		SW 7665 Wall Street		SW 7664 Steely Gray		SW 6993 Black of Night	

NEW VILLAGE HOMES

Front Door: Thermatru- Smooth Star S31
Garage Door: Wayne Dalton- Oak Park w/ Stockbridge Window
Window Color: White
Light Fixture: Progress Lighting- East Haven P6079-3130K9

EXHIBIT 9
LOT FIT EXHIBIT

FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2220 sq. ft.
LIVABLE SQ. FT.	2220 sq. ft.
2 CAR GARAGE COVERED ENTRY	444 sq. ft. 60 sq. ft.
NON-LIVABLE SQ. FT.	504 sq. ft.
MAX FOOTPRINT	2724 sq. ft.
LOT AREA: LOT % COVERAGE:	4455 sq. ft. 61.1%



BUILDING SETBACKS:

FRONT: 4' (20' TO FRONT FACE OF GARAGE DOOR)
REAR: 5' (10' FOR LOTS 1-12)
SIDES: 0'/5'

NEW VILLAGE HOMES

890 West Elliot Road, Suite 101, Gilbert, Arizona 85233

OLD STONE RANCH

TYPICAL PLOT PLAN

PLAN 201

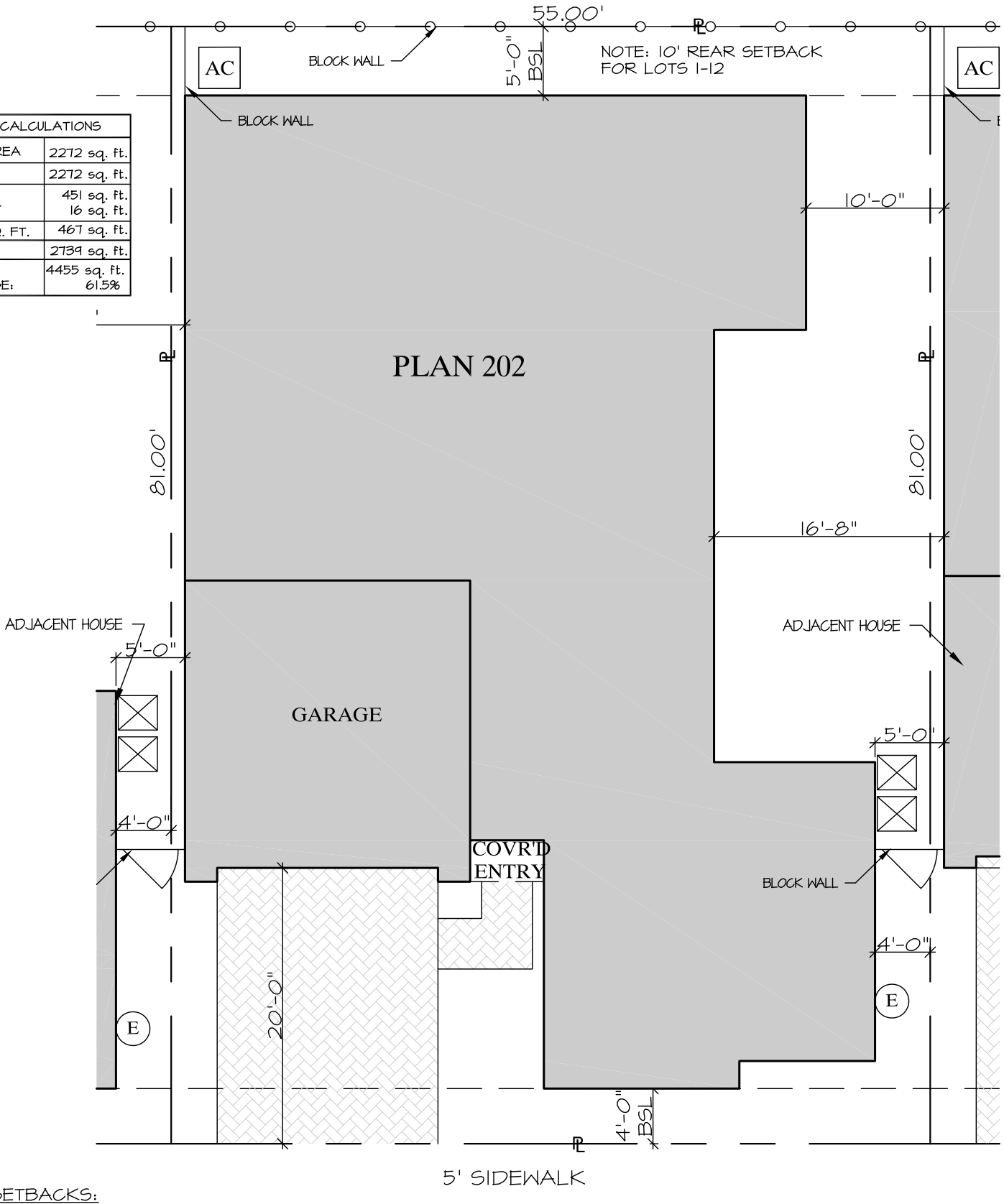
0 10 20

scale: 1" = 10' feet

NORTH

UPDATED: 1/14/21 LCS

FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2272 sq. ft.
LIVABLE SQ. FT.	2272 sq. ft.
2 CAR GARAGE COVERED ENTRY	451 sq. ft. 16 sq. ft.
NON-LIVABLE SQ. FT.	467 sq. ft.
MAX FOOTPRINT	2739 sq. ft.
LOT AREA: LOT % COVERAGE:	4455 sq. ft. 61.5%



BUILDING SETBACKS:
FRONT: 4' (20' TO FRONT FACE OF GARAGE DOOR)
REAR: 5' (10' FOR LOTS 1-12)
SIDES: 0'/5'

NEW VILLAGE HOMES
890 West Elliot Road, Suite 101, Gilbert, Arizona 85233

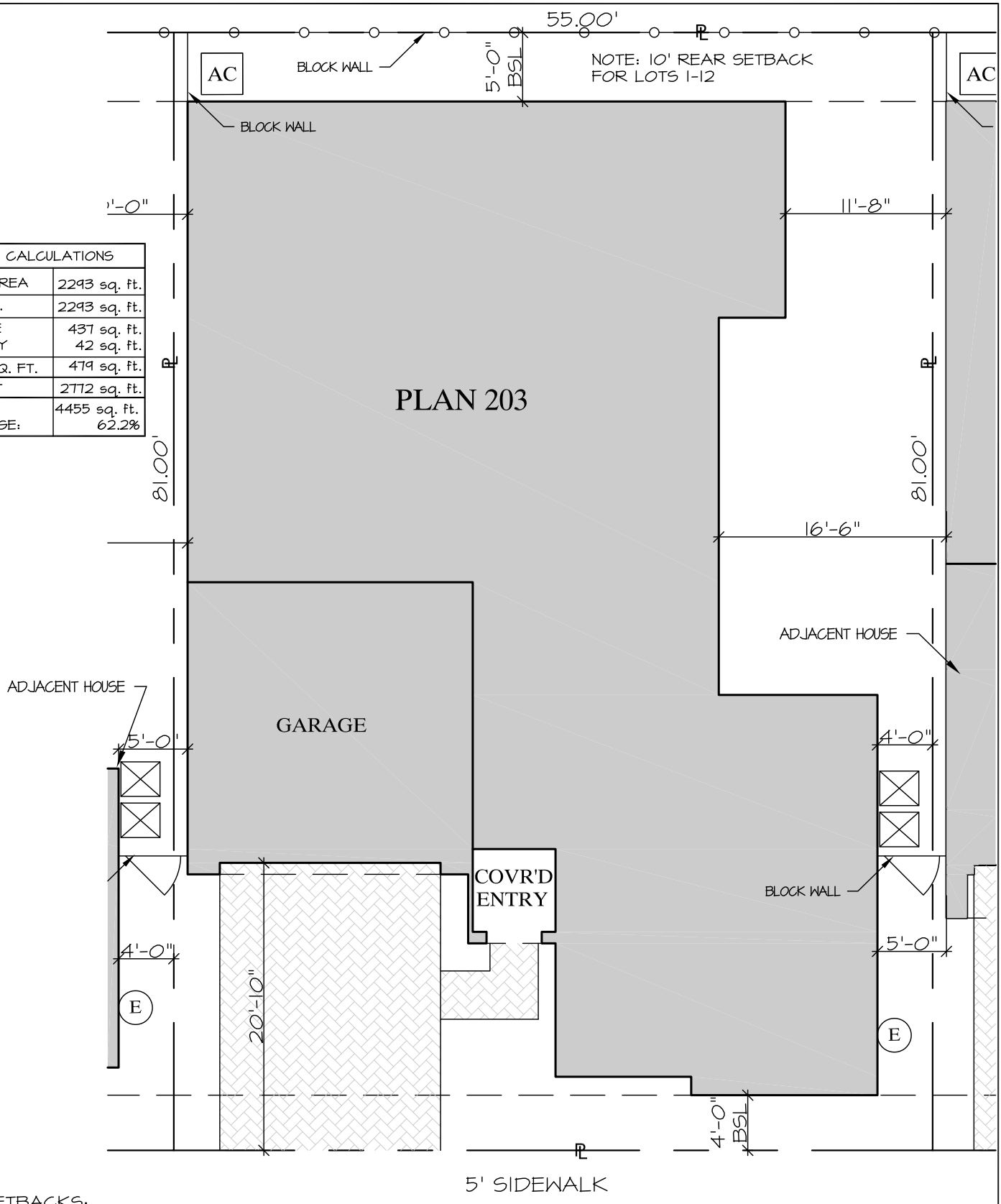
OLD STONE RANCH
TYPICAL PLOT PLAN

PLAN 202

0 10 20
scale: 1" = 10' feet

NORTH

UPDATED: 1/14/21 LCS



FLOOR AREA CALCULATIONS	
FIRST FLOOR AREA	2293 sq. ft.
LIVABLE SQ. FT.	2293 sq. ft.
2 CAR GARAGE COVERED ENTRY	437 sq. ft. 42 sq. ft.
NON-LIVABLE SQ. FT.	479 sq. ft.
MAX FOOTPRINT	2772 sq. ft.
LOT AREA: LOT % COVERAGE:	4455 sq. ft. 62.2%

BUILDING SETBACKS:
FRONT: 4' (20' TO FRONT FACE OF GARAGE DOOR)
REAR: 5' (10' FOR LOTS 1-12)
SIDES: 0'/5'

NEW VILLAGE HOMES
890 WEST ELLIOT ROAD, SUITE 101, GILBERT, ARIZONA 85233

OLD STONE RANCH
TYPICAL PLOT PLAN

PLAN 203

0 10 20
scale: 1" = 10' feet

NORTH

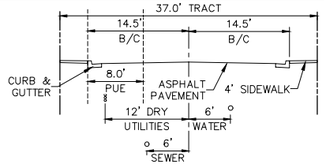
UPDATED: 1/14/21 LCS

EXHIBIT 10
ENHANCED ELEVATION EXHIBIT

LEGEND

ENHANCED REAR

ENHANCED SIDE

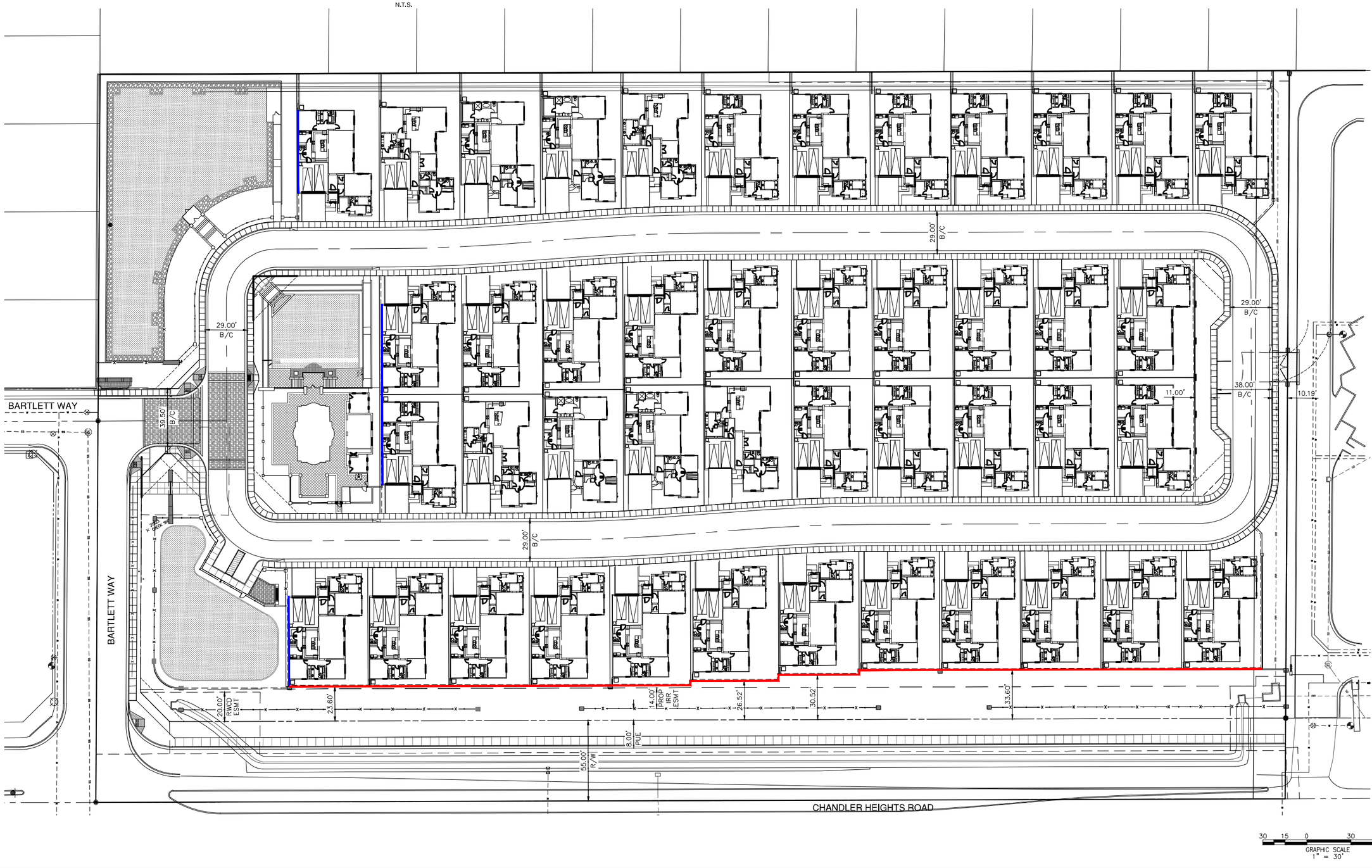


PRIVATE STREET SECTION

NO PARKING ONE SIDE

N.T.S.

SITE DATA	
APN	304-74-004P
TYPICAL LOT SIZE	55'x81'
GROSS AREA	8.29 AC
NET AREA	8.04
TOTAL LOTS	44
DENSITY (NET)	5.47 DU/AC



Bowman

Bowman Consulting Group, Ltd.
1295 West Washington Ste 108
Tempe, Arizona 85281

Phone: (480) 629-8830

www.bowmanconsulting.com

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ENHANCED ELEVATION EXHIBIT

OLDSTONE RANCH

CHANDLER, ARIZONA

MARICOPA COUNTY

050899-01-001
PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION

DAB	JCB	NL
DESIGN	DRAWN	CHKD

SCALE H: 1"=40'
V: NONE

JOB No. 050899-01-001

DATE : 5/7/2021

SHEET 01 OF 01

CAD FILE NAME: V:\050899 - Oldstone Ranch Phase 4\050899-01-001 (ENG)\Engineering\Exhibits\050899-EXH-SitePlan.dwg 06/30/2021

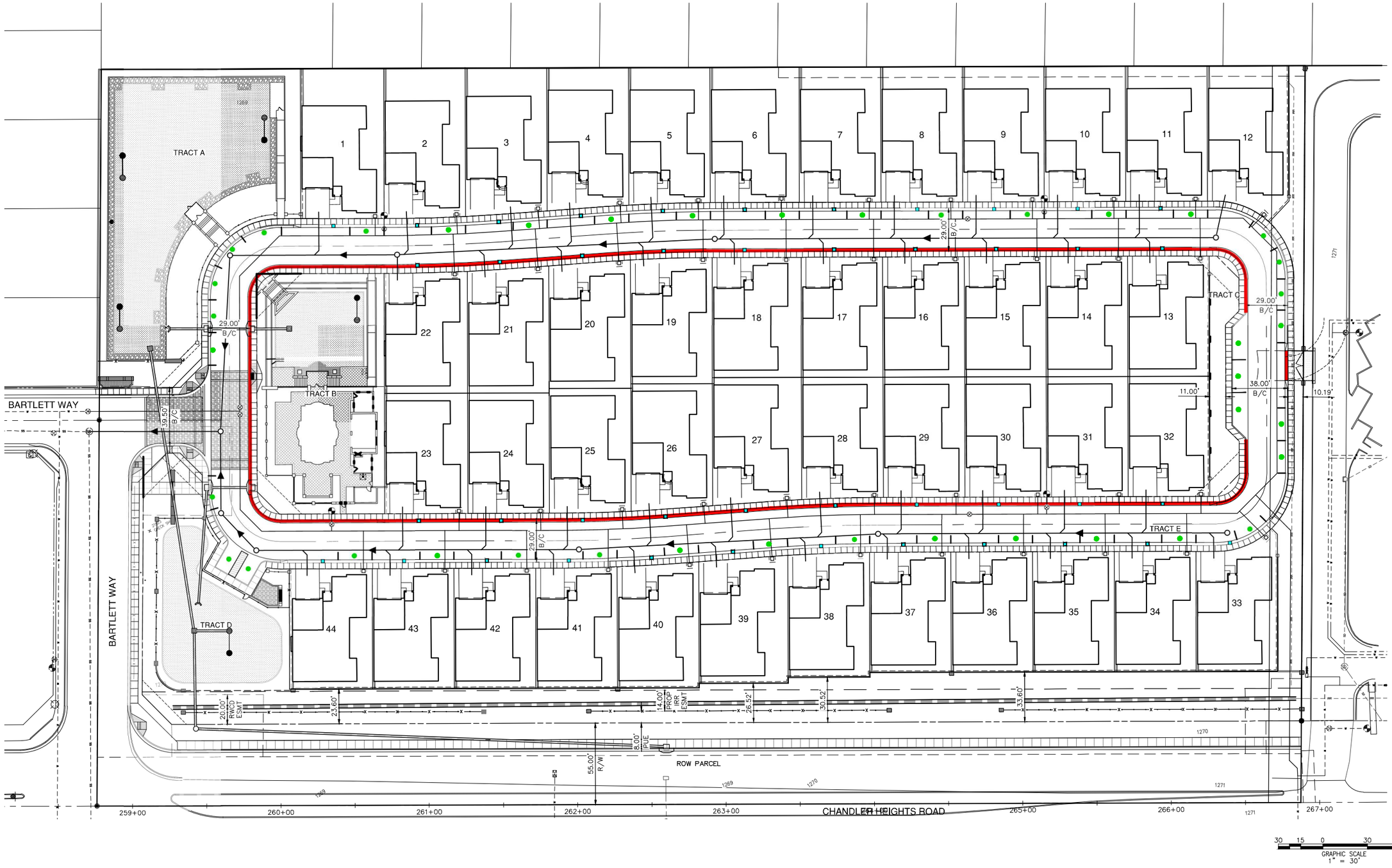
EXHIBIT 11
GUEST PARKING AND TRASH EXHIBIT

LEGEND

ON-STREET PARKING SPOT
(WILL NOT BE STRIPED)

NO PARKING (PAINTED RED)

TRASH CAN LOCATION



GRAPHIC SCALE
1" = 30'

Bowman

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1295 West Washington Ste 108
Tempe, Arizona 85281

Phone: (480) 629-8830

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PARKING AND TRASH EXHIBIT

OLDSTONE RANCH

CHANDLER, ARIZONA

MARICOPA COUNTY

050899-01-001
PROJECT NUMBER

PLAN STATUS

DATE	DESCRIPTION

DAB	JCB	NL
DESIGN	DRAWN	CHKD

SCALE H: 1"=40'
V: NONE

JOB No. 050899-01-001

DATE : 2/15/21

SHEET 01 OF 01

CAD FILE NAME: V:\050899 - Oldstone Ranch Phase 4\050899-01-001 (ENG)\Engineering\Exhibits\050899-EXH-P&T.dwg 06/30/2021

EXHIBIT 12
PRELIMINARY PLAT

OLD STONE RANCH PHASE 4

PRELIMINARY PLAT

CHANDLER, ARIZONA

A PORTION OF THE SOUTHWEST QUARTER CORNER OF SECTION 19,TOWNSHIP 2 SOUTH,
RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

PARCEL NO. 1:
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A 1/2" BAR;

THENCE NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST, (BASIS OF BEARINGS) ALONG THE SOUTHERLY LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 19, A DISTANCE OF 531.20 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST, 789.55 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19 AND FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A MARICOPA COUNTY BRASS CAP, BEARS NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST, 1320.75 FEET DISTANCE THEREFROM;

THENCE NORTH 00 DEGREES 38 MINUTES 04 SECONDS EAST, 496.62 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH 89 DEGREES 51 MINUTES 12 SECONDS EAST, ALONG THE NORTHERLY LINE OF THE SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, A DISTANCE OF 789.55 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF THE SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, BEARS SOUTH 89 DEGREES 51 MINUTES 12 SECONDS EAST, 533.24 FEET DISTANCE THEREFROM;

THENCE SOUTH 00 DEGREES 38 MINUTES 04 SECONDS WEST, BEING PARALLEL WITH THE WESTERLY LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, A DISTANCE OF 496.51 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A 1/2" BAR;

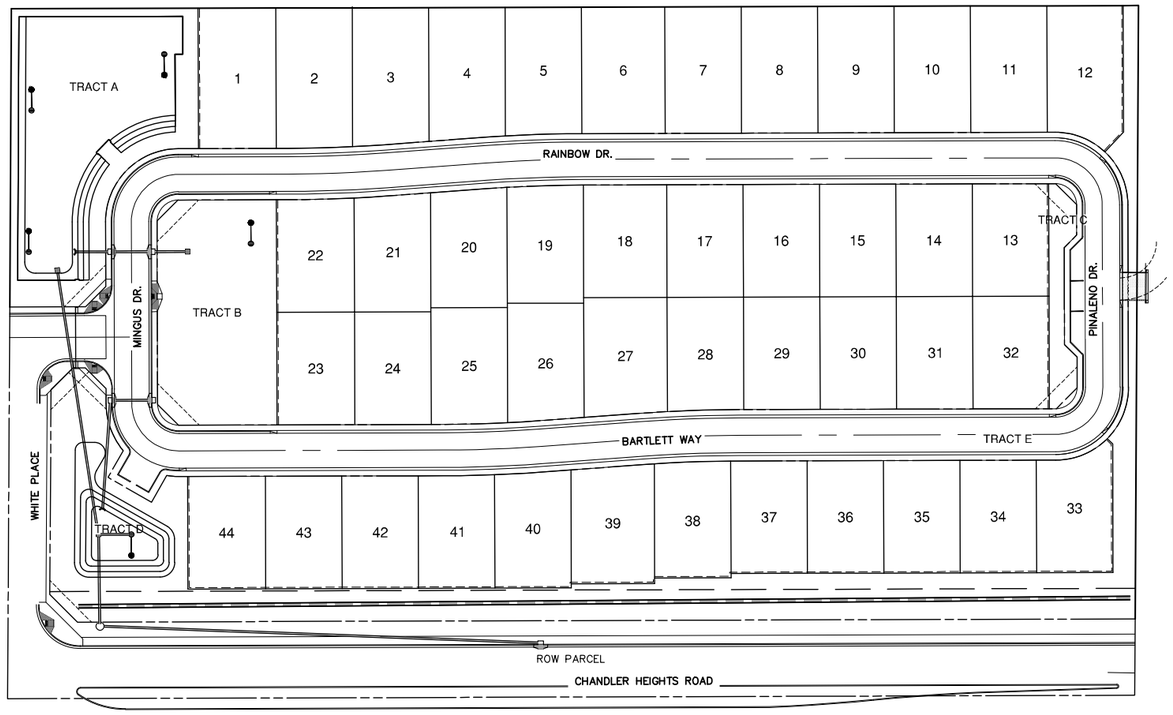
THENCE NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST (BASIS OF BEARINGS) ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 19, A DISTANCE OF 509.20 FEET TO THE TRUE POINT OF BEGINNING;

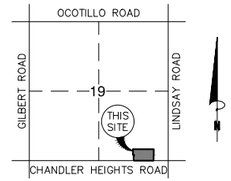
THENCE CONTINUING NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST, 22.00 FEET TO A POINT FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A MARICOPA COUNTY BRASS CAP, BEARS NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST, 2110.30 FEET DISTANT THEREFROM;

THENCE NORTH 00 DEGREES 38 MINUTES 04 SECONDS EAST, BEING PARALLEL WITH THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 496.51 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19 AND FROM WHICH POINT THE NORTHWEST CORNER OF THE SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, BEARS NORTH 89 DEGREES 51 MINUTES 12 SECONDS WEST, 789.55 FEET DISTANT THEREFROM;

THENCE SOUTH 89 DEGREES 51 MINUTES 12 SECONDS EAST, 22.00 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF THE SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19 BEARS SOUTH 89 DEGREES 51 MINUTES 12 SECONDS EAST, 511.24 FEET DISTANT THEREFROM;

THENCE SOUTH 00 DEGREES 38 MINUTES 04 SECONDS WEST, 496.51 FEET TO THE TRUE POINT OF BEGINNING.
SUBJECT TO A ROADWAY OVER THE SOUTHERLY 33.00 FEET THEREOF.





VICINITY MAP
NTS

ENGINEER

BOWMAN CONSULTING
2420 SOUTH POWER ROAD, SUITE 106
MESA, ARIZONA 85209
CONTACT: NATHAN LARSON
PH: 480.629.8830
EMAIL: NLARSON@BOWMANCG.COM

DEVELOPER

NEW VILLAGE HOMES
890 WEST ELLIOT ROAD, SUITE 101
GILBERT, ARIZONA 85233
CONTACT: REED PORTER
PH: 602.692.5369
EMAIL: REEDP@NEWVILLAGEHOMES.COM

BENCHMARK

SECTION 36, T2S, R5E, 3" BRASS CAP IN CONCRETE, 79' SOUTH, 65' WEST OF INTERSECTION OF RIGGS ROAD AND GILBERT ROAD, 2' WEST OF BACK OF CURB. (NORTHING, 807359.419, EASTING, 739000.867)
CITY OF CHANDLER BENCHMARK #54A
ELEVATION = 1253.53 (NAVD 88)

BASIS OF BEARINGS

SOUTH 89 DEGREES 49 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 993 OF MAPS, PAGE 25, M.C.R.

SITE DATA

ZONING:	
EXISTING:	RU-43
PROPOSED:	PAD (SINGLE FAMILY RESIDENTIAL)
ZONE:	ZONE "X"
TOTAL NUMBER OF UNITS:	44 SINGLE FAMILY UNITS
GROSS AREA:	9.01 ACRES
NET AREA:	8.04 ACRES
NET DENSITY:	5.47 DU/AC
RETENTION REQUIRED:	63,342 cf
RETENTION PROVIDED:	68,785 cf
LATITUDE:	33°14'04.3" N
LONGITUDE:	111°46'32.9" W

FLOOD ZONE CERTIFICATION

FLOOD INSURANCE MAP NUMBER 04013C2310M
EFFECTIVE ON 11.4.2015

ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FOR FLOOD; AREAS OF 1% ANNUAL CHANCE OF 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 OF FLOOD.

FLOOD ZONE DESIGNATION PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

NOTE

1. THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND CERTIFICATE OF OCCUPANCY OR ACCEPTANCE WILL NOT BE ISSUED UNTIL THE OVERHEAD UTILITY LINE UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.
2. THE IMPROVEMENTS SHOWN ON THE SET OF PLANS WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY WITH NOT BE ISSUED UNTIL THE IRRIGATION FACILITY UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.

UTILITY SERVICES

GAS	SOUTHWEST GAS
ELECTRIC	SALT RIVER PROJECT
TELEPHONE	CENTURY LINK/COX COMMUNICATIONS
CABLE	CENTURY LINK/COX COMMUNICATIONS
WATER	CITY OF CHANDLER
SEWER	CITY OF CHANDLER

VISIBILTY 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 LES THAN 6' ABOVE THE GROUND. TREES SHALL BE SPACED NOT LESS THAN 8' APART.

LEGEND

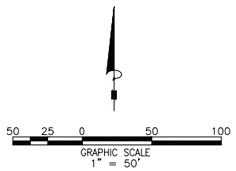
•	BRASS CAP FLUSH
○	MONUMENT AS NOTED
▣	BRASS CAP IN HAND HOLE
·	SEWER MANHOLE
·	FIRE HYDRANT
·	WATER VALVE
⇦	DRAINAGE FLOW DIRECTION
G	EXISTING GAS MANHOLE
S	EXISTING SANITARY SEWER MANHOLE
	EXISTING SIGN
E	EXISTING ELECTRICAL PULL BOX
T	EXISTING TELEPHONE PEDESTAL
	EXISTING GUY WIRE
	EXISTING POWER POLE
	BOUNDARY LINE
	SECTION LINE
	LOT LINE
	EASEMENT LINE
R/W	RIGHT OF WAY
	EXISTING FENCE
EX W	EXISTING WATER
EX S	EXISTING SEWER
EX G	EXISTING GAS
OHE	EXISTING OVERHEAD UTILITY LINES
8"S	PROPOSED SEWER
8"W	PROPOSED WATER
	PARCEL BOUNDARY
27"IRR	EXISTING IRRIGATION
	ZONING BOUNDARY

SITE DATA		
GROSS AREA	402,886.65 SF	9.25 AC
NET AREA	350,356.07 SF	8.04 AC
LOT SUMMARY		
LOT TOTAL	44	
TOTAL LOT AREA	208,348.95 SF	4.78 AC
AVG. LOT AREA	4,735.20 SF	0.11 AC
MIN. LOT AREA	4,454.97 SF	0.1 AC
MAX LOT AREA	5,656 SF	0.13 AC
LOT % (NET)	59.47%	
PROPOSED DENSITY (NET)	5.47 DU/AC	
OPEN SPACE SUMMARY		
TOTAL OPEN SPACE AREA	74,842.21 SF	1.72 AC
OPEN SPACE % (NET)	21.36%	
RIGHT-OF-WAY SUMMARY		
TOTAL STREET AREA	119,695.49 SF	2.75 AC
STREET AREA %	29.71%	
ONSITE PRIVATE STREET AREA (TRACT E)	67,164.91 SF	1.54 AC
OFFSITE RIGHT-OF-WAY AREA	52,530.58 SF	1.21 AC

LOT AREA	
LOT #	AREA
1	5656.00 SF
2	5538.21 SF
3	5400.74 SF
4	5190.30 SF
5	5033.74 SF
6	5460.00 SF
7	5005.00 SF
8	5005.00 SF
9	5005.00 SF
10	5005.00 SF
11	5005.00 SF
12	5262.62 SF
13	4455.00 SF
14	4455.00 SF
15	4455.00 SF
16	4455.00 SF
17	4455.00 SF
18	4860.00 SF
19	4646.73 SF
20	4653.66 SF

LOT AREA	
LOT #	AREA
21	4608.35 SF
22	4553.32 SF
23	4536.00 SF
24	4455.00 SF
25	4603.38 SF
26	4631.64 SF
27	5053.25 SF
28	4477.00 SF
29	4455.00 SF
30	4455.00 SF
31	4455.00 SF
32	4455.00 SF
33	4684.37 SF
34	4455.00 SF
35	4455.00 SF
36	4455.00 SF
37	4454.97 SF
38	4581.95 SF
39	5042.29 SF
40	4571.44 SF

LOT AREA	
LOT #	AREA
41	4463.00 SF
42	4455.00 SF
43	4455.00 SF
44	4536.00 SF



TRACT AREA		
TRACT ID	TRACT USE	AREA
A	OPEN SPACE, RETENTION & LANDSCAPING	21893.87 SF
B	OPEN SPACE, RETENTION, LANDSCAPING & UTILITY EASEMENT	13707.00 SF
C	OPEN SPACE, LANDSCAPING & UTILITY EASEMENT	2305.85 SF
D	OPEN SPACE, RETENTION, LANDSCAPING, UTILITY EASEMENT, WATER EASEMENT, AND RWCD EASEMENT	36937.50 SF
E	PRIVATE STREET, UTILITIES, INGRESS AND EGRESS, EMERGENCY VEHICLE ACCESS, DRAINAGE, PEDESTRIAN ACCESS & VEHICULAR ACCESS EASEMENT	67162.89 SF

C.O.C. LOG NO. PLT21-0011

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Bowman CONSULTING

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Tempe, Arizona 85281
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COVER SHEET
OLD STONE RANCH PHASE 4
CHANDLER, AZ
MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 68461 NATHAN LARSON 6/29/2021 Date Signed ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
JB DESIGN	HAC DRAWN	NTL CHKD
SCALE	H: V:	
JOB No. 050899-01-001		
DATE : 6/29/2021		

PP01
SHEET 01 OF 04

C.O.C. LOG NO. PLT21-0011

CAD FILE NAME: V:\050899 - Oldstone Ranch Phase 4\050899-01-001 (ENG)\Engineering\Engineering Plans\Pre Plat\050899-PR-001-COV.dwg 06/30/2021

LOT AREA	
LOT #	AREA
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3	5400.74 SF
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LOT #	AREA
41	4463.00 SF
42	4455.00 SF
43	4455.00 SF
44	4536.00 SF

TRACT AREA		
TRACT ID	TRACT USE	AREA
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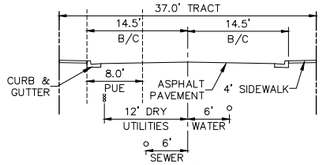
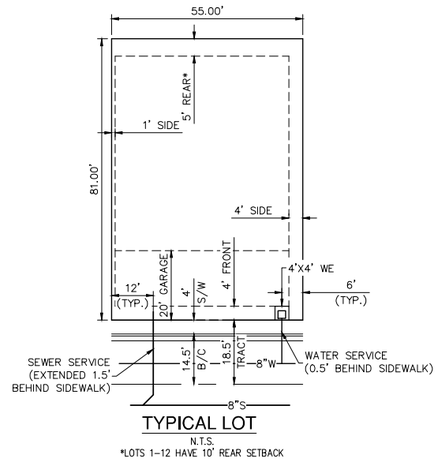
B	OPEN SPACE, RETENTION, LANDSCAPING & UTILITY EASEMENT	13707.00 SF
C	OPEN SPACE, LANDSCAPING & UTILITY EASEMENT	2305.85 SF
D	OPEN SPACE, RETENTION, LANDSCAPING, UTILITY EASEMENT, WATER EASEMENT, AND RWCD EASEMENT	36937.50 SF
E	PRIVATE STREET, UTILITIES, INGRESS AND EGRESS, EMERGENCY VEHICLE ACCESS, DRAINAGE, PEDESTRIAN ACCESS & VEHICULAR ACCESS EASEMENT	67162.89 SF



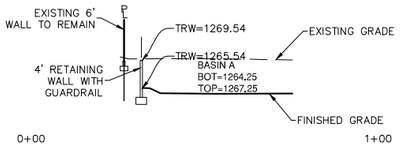
PRIVATE STREET SECTION

NO PARKING ONE SIDE
N.T.S.

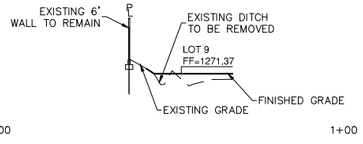


TYPICAL LOT

N.T.S.
*LOTS 1-12 HAVE 10' REAR SETBACK



A PROFILE VIEW
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'



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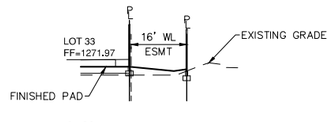
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'



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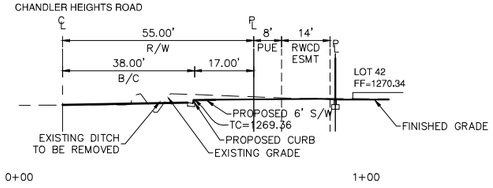
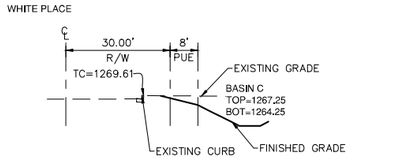
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'



D PROFILE VIEW
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'



E PROFILE VIEW
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'

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DETAILS

OLD STONE RANCH PHASE 4

CHANDLER, AZ

MARICOPA COUNTY

PROJECT NUMBER

68461
NATHAN LARSON
6/29/2021
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
STATE OF ARIZONA
Date Signed
Nathan Larson

PLAN STATUS

DATE	DESCRIPTION	
JB DESIGN	HAC DRAWN	NTL CHKD

SCALE H:
V:

JOB No. 050899-01-001

DATE : 6/29/2021

PP02

SHEET 02 OF 04

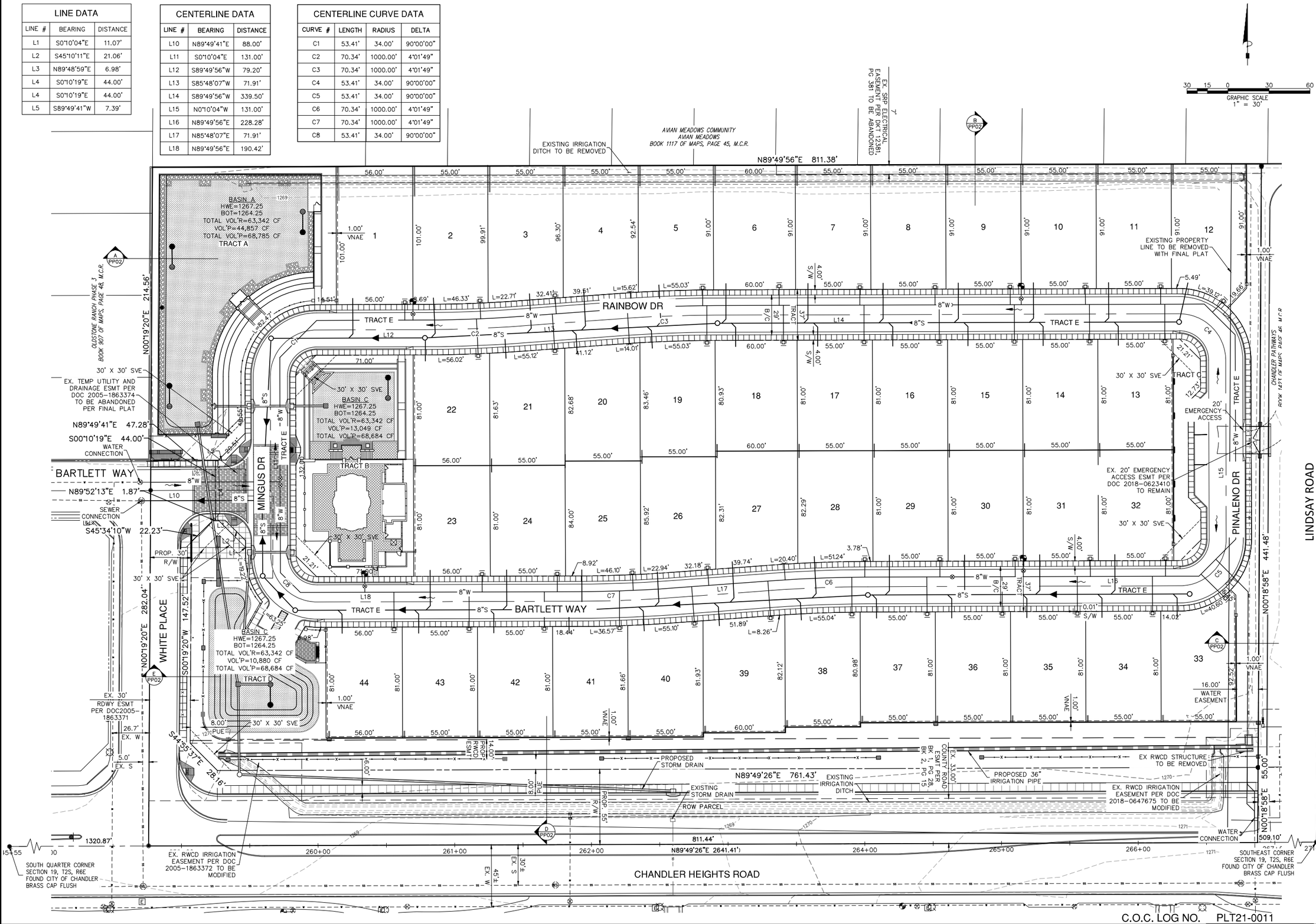
C.O.C. LOG NO. PLT21-0011

CAD FILE NAME: V:\050899 - Oldstone Ranch Phase 4\050899-01-001 (ENG)\Engineering\Engineering Plans\Pre Plat\050899-PR-001-COV.dwg 06/30/2021

LINE DATA		
LINE #	BEARING	DISTANCE
L1	S0°10'04"E	11.07'
L2	S45°10'11"E	21.06'
L3	N89°48'59"E	6.98'
L4	S0°10'19"E	44.00'
L4	S0°10'19"E	44.00'
L5	S89°49'41"W	7.39'

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L10	N89°49'41"E	88.00'
L11	S0°10'04"E	131.00'
L12	S89°49'56"W	79.20'
L13	S85°48'07"W	71.91'
L14	S89°49'56"W	339.50'
L15	N0°10'04"W	131.00'
L16	N89°49'56"E	228.28'
L17	N85°48'07"E	71.91'
L18	N89°49'56"E	190.42'

CENTERLINE CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C1	53.41'	34.00'	90°00'00"
C2	70.34'	1000.00'	4°01'49"
C3	70.34'	1000.00'	4°01'49"
C4	53.41'	34.00'	90°00'00"
C5	53.41'	34.00'	90°00'00"
C6	70.34'	1000.00'	4°01'49"
C7	70.34'	1000.00'	4°01'49"
C8	53.41'	34.00'	90°00'00"



C.O.C. LOG NO. PLT21-0011

CAD FILE NAME: V:\050899 - Oldstone Ranch Phase 4\050899-01-001 (ENG)\Engineering\Engineering Plans\Pre Plat\050899-PR-003-PPT.dwg 06/30/2021

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1295 West Washington Ste 108
Tempe, Arizona 85281

Phone: (480) 629-8830

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PRELIMINARY PLAT

OLD STONE RANCH PHASE 4

CHANDLER, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER(CIVIL) CERTIFICATE NO. 68461 NATHAN LARSON 6/29/2021 Date Signed ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION

JB DESIGN	HAC DRAWN	NTL CHKD
SCALE	H: V:	

JOB No. 050899-01-001

DATE : 6/29/2021

SHEET 03 OF 04

PP03

AVIAN MEADOWS

OLDSTONE RANCH PHASE 3

BASIN A
HWE=1267.25
BOT=1264.25
TRACT A

BASIN B
HWE=1267.25
BOT=1264.25

BASIN C
HWE=1267.25
BOT=1264.25
TRACT D

4' RETAINING WALL
2' RETAINING WALL
2' RETAINING WALL
2' RETAINING WALL
2' RETAINING WALL

RAINBOW DR
TRACT E
BARTLETT WAY
TRACT E
WHITE PLACE
MINGUS DR
TRACT E
PINALENO DR
TRACT E
TRACT C
20' EMERGENCY ACCESS ESMT
CHANDLER PATHWAYS
ROW PARCEL
CHANDLER HEIGHTS ROAD
ULTIMATE OUTFALL =1269.01

	FF	PAD
1	1270.25	1269.25
2	1270.25	1269.25
3	1270.38	1269.38
4	1270.55	1269.55
5	1270.70	1269.70
6	1270.87	1269.87
7	1271.05	1270.05
8	1271.21	1270.21
9	1271.38	1270.38
10	1271.55	1270.55
11	1271.71	1270.71
12	1271.84	1270.84
13	1270.70	1270.70
14	1271.54	1270.54
15	1271.37	1270.37
16	1271.21	1270.21
17	1271.04	1270.04
18	1270.87	1269.87
19	1270.69	1269.69
20	1270.52	1269.52
21	1270.36	1269.36
22	1270.25	1269.25
23	1270.28	1269.28
24	1270.36	1269.36
25	1270.53	1269.53
26	1270.70	1269.70
27	1270.88	1269.88
28	1271.05	1270.05
29	1271.20	1270.20
30	1271.37	1270.37
31	1271.53	1270.53
32	1271.67	1270.67
33	1271.97	1270.97
34	1271.67	1270.67
35	1271.50	1270.50
36	1271.33	1270.33
37	1271.17	1270.17
38	1271.00	1270.00
39	1270.82	1269.82
40	1270.66	1269.66
41	1270.55	1269.55
42	1270.44	1269.44
43	1270.34	1269.34
44	1270.26	1269.26

GRAPHIC SCALE
1" = 30'

C.O.C. LOG NO. PLT21-0011

CAD FILE NAME: V:\050899 - Oldstone Ranch Phase 4\050899-01-001 (ENG)\Engineering\Engineering Plans\Pre Plat\050899-PR-001-GRP.dwg 06/30/2021

Bowman CONSULTING

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Tempe, Arizona 85281
Phone: (480) 629-8830
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PRELIMINARY GRADING

OLD STONE RANCH PHASE 4

CHANDLER, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
68461
NATHAN LARSON
Date Signed 6/29/2021
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION

JB	HAC	NTL
DESIGN	DRAWN	CHKD

SCALE H: 1" = 30'
V:

JOB No. 050899-01-001

DATE : 6/29/2021

GD04

SHEET 04 OF 04

EXHIBIT 13
PRELIMINARY GRADING PLAN

AVIAN MEADOWS

OLDSTONE RANCH PHASE 3

BASIN A
HWE=1267.25
BOT=1264.25
TRACT A

BASIN B
HWE=1267.25
BOT=1264.25

BASIN C
HWE=1267.25
BOT=1264.25
TRACT D

4' RETAINING WALL
2' RETAINING WALL
2' RETAINING WALL
2' RETAINING WALL
2' RETAINING WALL

RAINBOW DR
TRACT E
BARTLETT WAY
TRACT E
WHITE PLACE
MINGUS DR
TRACT E
PINALENO DR
TRACT E
TRACT C
20' EMERGENCY ACCESS ESMT
CHANDLER PATHWAYS
ROW PARCEL
CHANDLER HEIGHTS ROAD
ULTIMATE OUTFALL =1269.01

	FF	PAD
1	1270.25	1269.25
2	1270.25	1269.25
3	1270.38	1269.38
4	1270.55	1269.55
5	1270.70	1269.70
6	1270.87	1269.87
7	1271.05	1270.05
8	1271.21	1270.21
9	1271.38	1270.38
10	1271.55	1270.55
11	1271.71	1270.71
12	1271.84	1270.84
13	1270.70	1270.70
14	1271.54	1270.54
15	1271.37	1270.37
16	1271.21	1270.21
17	1271.04	1270.04
18	1270.87	1269.87
19	1270.69	1269.69
20	1270.52	1269.52
21	1270.36	1269.36
22	1270.25	1269.25
23	1270.28	1269.28
24	1270.36	1269.36
25	1270.53	1269.53
26	1270.70	1269.70
27	1270.88	1269.88
28	1271.05	1270.05
29	1271.20	1270.20
30	1271.37	1270.37
31	1271.53	1270.53
32	1271.67	1270.67
33	1271.97	1270.97
34	1271.67	1270.67
35	1271.50	1270.50
36	1271.33	1270.33
37	1271.17	1270.17
38	1271.00	1270.00
39	1270.82	1269.82
40	1270.66	1269.66
41	1270.55	1269.55
42	1270.44	1269.44
43	1270.34	1269.34
44	1270.26	1269.26

GRAPHIC SCALE
1" = 30'

C.O.C. LOG NO. PLT21-0011

CAD FILE NAME: V:\050899 - Oldstone Ranch Phase 4\050899-01-001 (ENG)\Engineering\Engineering Plans\Pre Plat\050899-PR-001-GRP.dwg 06/30/2021

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PRELIMINARY GRADING

OLD STONE RANCH PHASE 4

CHANDLER, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
68461
NATHAN LARSON
Date Signed 6/29/2021
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION

JB	HAC	NTL
DESIGN	DRAWN	CHKD

SCALE H: 1" = 30'
V:

JOB No. 050899-01-001

DATE : 6/29/2021

GD04

SHEET 04 OF 04

ITEM 11

City Council Memorandum **Development Services** **Memo No.** CC21-044FA

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Kristine Gay, Senior Planner
Subject: PLH20-0059 Price & Queen Creek Campus
Final Adoption of Ordinance No. 4980
Request: Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for office, manufacturing, and ancillary commercial uses with a Mid-Rise Overlay for building heights up to 150 feet.
Location: Northeast corner of Price and Queen Creek roads
Applicant: Ryan Companies & Law Offices of Garry Hays

Proposed Motion:

Rezoning

Move City Council adopt Ordinance No. 4980, approving PLH20-0059 Price & Queen Creek Campus, Rezoning from AG-1 to PAD for office, manufacturing, and ancillary commercial uses with a Mid-Rise Overlay for building heights up to 150 feet located at the northeast corner of Price and Queen Creek roads subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Site is currently zoned and used for agricultural land uses
- 37-acre site
- Ordinance introduced and tentatively adopted on August 12, 2021

Surrounding Land Use Data:

North	Continuum	South	Downtown Ocotillo residential
East	Lodging and agricultural	West	Wells Fargo offices

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Employment and South Price Road Corridor	N/A

Proposed Development

Employment Campus

Proposed Primary Land Uses	Approximately 585,000 square feet of: • High technology; Semi-Conductor; Biomedical; Biotechnology; Bioscience; Pharmaceuticals; Nanotechnology related land uses • Telecommunications; • Aerospace; • Renewable and cogeneration energy. • Educational facilities • Research laboratories • High-technology-related assembly of finished products • Advanced Business Services • Non-offensive manufacturing, and/or • Office, high-tech and non-high-tech related.
Proposed Ancillary Land Uses	Approximately 11,400 square feet of: • Retail • Service • Proposed to be located only in the northwest portion of the site
Conceptual Building Design	• Minimum building height of 40 feet • Maximum height of 150 feet • Unique application of concrete, glazing, architectural panels, natural stone, hiqh-quality composite materials, and/or tile • Unique concrete finishes and forms • Variety of window dimensions and fenestration • A common design theme will be used across all buildings
Conceptual Site Design	• Large landscaped setbacks along Price & Queen Creek roads • Two main drive aisles provide primary onsite circulation Four primary Class-A office-style buildings centered on the site and oriented around the main drive aisles create a campus • One single-story commercial building located near the northwest corner of the site • Two parking structures on the north • Surface parking is screened along main drive-aisles via landscaping • Drive aisles are enhanced with unique paving, sculptures, and street landscaping. • Outdoor amenity spaces for employees and guests will be coordinated with each building • Area reserved for electric vehicle parking, ride share pick-up/drop-off, bike parking, and direct pedestrian connections
Conceptual Landscaping	• Date Palms proposed at the main entrance on Price Road and Queen Creek Road • Enhanced landscaped perimeter (as measured from back of sidewalk): Price Road: +/- 70’ – 100’ Queen Creek Road: +/- 23’ - 40’ Ellis Road: +/- 20’ Mockingbird Drive: +/- 20’ • Artistic corner campus identification signage and blue glass proposed as

	alternative to water feature

Review and Recommendation

Staff finds the proposed rezoning and mid-rise overlay align with the goals of the 2016 General Plan. The 2016 General Plan identifies the site as being located within Growth Area 4, the South Price Road Corridor, where the following guidance is provided:

- Preserve high-value employment reputation
- Maintain and expand the campus environment
- Develop the corridor with mid-rise developments
- Use a common design theme
- Preserve corridor aesthetics
- Accommodate multiple modes of transportation
- Provide flexibility for remnant parcels

To maintain flexibility while attracting potential tenant(s), the applicant has included very conceptual renderings and exhibits to establish the required level of quality and design. Upon identifying the tenant and respective building needs, the applicant will submit for an Administrative Design Review for site and building design. Staff will review the administrative submittal for consistency with the renderings, conceptual imagery, narrative, stipulations, and City Code. Staff is confident that the conceptual Development Booklet and stipulations will result in a high-quality campus development commensurate with existing Price Road sites.

Traffic Analysis

A traffic impact analysis will be required as part of the Administrative Design Review process when land uses are more specifically identified.

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 January 27th and January 28th, 2021.
Minor questions and discontentment for any change to happen to the site were initially received from one resident. After the applicant shared the General Plan's guidance for the South Price Road Corridor, the resident had no further concerns. Residents had concerns regarding the building height, land uses and associated traffic concerns.
As of writing this memo, Planning staff has not received further opposition from residents regarding the proposal.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting July 21, 2021
Motion to Approve In Favor: 5 Opposed: 0

Commissioners discussed concerns on the conceptual nature of the proposal and how to ensure a quality development consistent with the South Price Corridor is achieved. To address this concern, two rezoning stipulations (nos. 13 & 14) were added.

Recommended Conditions of Approval

Rezoning

Planning staff finds the proposal to be consistent with the General Plan and Planning and Zoning Commission recommend approval of the rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for office, manufacturing, and ancillary commercial, with a Mid-Rise Overlay, subject to the following conditions:

1. Primary land uses shall be limited to knowledge intensive uses including but not limited to:
a. Manufacturing, research and development, and/or office for high technology, biomedical, biotechnology, bioscience, pharmaceuticals, nanotechnology, telecommunications, aerospace, renewable and/or cogeneration energy, and other industries involved in emerging technologies except no use shall be permitted which is likely to be detrimental to the health and safety of the surrounding area or the general community;
b. Higher education facilities such as universities and professional institutes of learning;
c. Assembly of finished products or subassemblies, so long as the primary use of the property is technology related and not basic processing and compounding of raw materials or food products;
d. Supporting advanced business services or office uses such as financial services, information technology, software design, professional design or engineering firms, accounting, or human resources; and
e. Other uses determined by the Zoning Administrator to be similar to the aforementioned knowledge intensive uses.

2. Notwithstanding any provision of the Development Booklet or of any other conditions of the Rezoning, no data center use of any type, unless ancillary and secondary to a primary use, shall be a use permitted for the property that is the subject of this Rezoning.

3. Call centers, warehousing, storage, distribution, and other similar land uses that do not employ a workforce composed of a substantial number of predominantly highly skilled workers engaging in knowledge-intensive employment shall not be permitted as a primary use on the subject site.

4. Commercial land uses including retail, restaurant and personal services shall be permitted as an ancillary land use and shall not occupy more than a total of 12,000 square feet on the 37-acre site.
5. The stand-alone commercial building shall not be constructed first.

6. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet, entitled, “Price & Queen Creek Campus” and kept on file in the City of Chandler Planning Division, in File No. PLH20-0059, 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.

7. Building heights shall not exceed 150 (one hundred and fifty) feet in height as measured to the top of parapet of the building façade.

8. Building heights shall not be less than 45 (forty-five) feet, except for the proposed parking structures and “Incidental Service Retail Pad”, which shall not be required to adhere to this minimum building height.

9. 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.

10. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

11. 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.

12. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

13. As part of the Administrative Design Review process, where staff determines that the proposed site improvements do not achieve a high-quality campus design commensurate with existing similar developments within the Price Road Corridor, the request may be reverted to Council for approval of a revised Preliminary Development Plan.

14. As part of the Administrative Design Review process, where staff determines that the proposed building design does not achieve a high-quality architectural design commensurate with existing similar developments within the Price Road Corridor, the request may be reverted to Council for approval of a revised Preliminary Development Plan.

Attachments

Ordinance No. 4980
Vicinity Maps
Development Booklet

ORDINANCE NO. 4980

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 OFFICE, MANUFACTURING, AND ANCILLARY COMMERCIAL LAND USES, WITH A MID-RISE OVERLAY AS SHOWN IN CASE PLH20-0059 (PRICE & QUEEN CREEK CAMPUS) LOCATED AT NORTHEAST CORNER OF PRICE 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'

Said property is hereby rezoned from Agricultural (AG-1) to Planned Area Development (PAD) for office, manufacturing, and ancillary commercial land uses, with a mid-rise overlay, subject to the following conditions:

1. Primary land uses shall be limited to knowledge-intensive uses including but not limited to:

a. Manufacturing, research and development, and/or office for high technology, biomedical, biotechnology, bioscience, pharmaceuticals, nanotechnology, telecommunications, aerospace, renewable and/or cogeneration energy, and other industries involved in emerging technologies except no use shall be

permitted which is likely to be detrimental to the health and safety of the surrounding area or the general community;

b. Higher education facilities such as universities and professional institutes of learning;

c. Assembly of finished products or subassemblies, so long as the primary use of the property is technology related and not basic processing and compounding of raw materials or food products;

d. Supporting advanced business services or office uses such as financial services, information technology, software design, professional design or engineering firms, accounting, or human resources; and

e. Other uses determined by the Zoning Administrator to be similar to the aforementioned knowledge-intensive uses.

2. Notwithstanding any provision of the Development Booklet or of any other conditions of the Rezoning, no data center use of any type, unless ancillary and secondary to a primary use, shall be a use permitted for the property that is the subject of this Rezoning.

3. Call centers, warehousing, storage, distribution, and other similar land uses that do not employ a workforce composed of a substantial number of predominantly highly skilled workers engaging in knowledge-intensive employment shall not be permitted as a primary use on the subject site.

4. Commercial land uses including retail, restaurant, and personal services shall be permitted as an ancillary land use and shall not occupy more than a total of 12,000 square feet on the 37-acre site.

5. The stand-alone commercial building shall not be constructed first.

6. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet, entitled, "Price & Queen Creek Campus" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0059, 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.

7. Building heights shall not exceed 150 (one hundred and fifty) feet in height as measured to the top of parapet of the building façade.

8. Building heights shall not be less than 45 (forty-five) feet, except for the proposed parking structures and "Incidental Service Retail Pad," which shall not be required to adhere to this minimum building height.

9. 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.

10. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

11. 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.

12. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

13. As part of the Administrative Design Review process, where staff determines that the proposed site improvements do not achieve a high-quality campus design commensurate with existing similar developments within the Price Road Corridor the request may be reverted to Council for approval of a revised Preliminary Development Plan.

14. As part of the Administrative Design Review process, where staff determines that the proposed building design does not achieve a high-quality architectural design commensurate with existing similar developments within the Price Road Corridor the request may be reverted to Council for approval of a revised Preliminary Development Plan.

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, including 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. 4980 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

EXHIBIT "A"
Page 1 of 2

The Southeast quarter of the Southwest quarter of Section 7, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the following described property as condemned in instruments recorded in Document No. 860539067 and in Document No. 870031742, records of Maricopa County, Arizona:

COMMENCING at the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 7;

Thence North 00 degrees 42 minutes 21 seconds West (recorded) North 00 degrees 30 minutes 16 seconds East (measured), along the West line of the Southeast quarter of the Southwest quarter of said Section 7, a distance of 33.00 feet to the POINT OF BEGINNING;

Thence continuing North 00 degrees 42 minutes 21 seconds West (recorded) North 00 degrees 30 minutes 16 seconds East (measured), along the West line of the Southeast quarter of the Southwest quarter of said Section 7, a distance of 1,285.59 feet to the Northwest corner of the Southeast quarter of the Southwest quarter of said Section 7;

Thence North 88 degrees 51 minutes 56 East (recorded) South 89 degrees 55 minutes 27 seconds East (measured), along the North line of the Southeast quarter of the Southwest quarter, a distance of 114.99 feet;

Unofficial Document

Thence South 00 degrees 42 minutes 21 seconds East (recorded) North 00 degrees 29 minutes 42 seconds East (measured) 1,233.71 (recorded) 1,211.54 (measured) feet;

Thence South 45 degrees 53 minutes 23 seconds East 28.19 feet;

Thence North 88 degrees 55 minutes 34 seconds East 30.00 feet;

Thence South 82 degrees 30 minutes 33 seconds East 100.72 feet;

Thence South 01 degree 04 minutes 26 seconds East 17.00 feet to a point on the North right-of-way line of Queen Creek Road;

Thence South 88 degrees 55 minutes 34 seconds West, along the North right-of-way line of Queen Creek Road, 264.79 feet to the POINT OF BEGINNING; AND

EXCEPT that portion of the Southeast quarter of the Southwest quarter of said Section 7 described as follows:

BEGINNING at the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 7;

Thence North 00 degrees 30 minutes 04 seconds East 33.00 feet along the West line of said Southeast quarter of the Southwest quarter of Section 7;

EXHIBIT "A"
Page 2 of 2

Thence departing said West line South 89 degrees 52 minutes 01 second East 264.79 feet;

Thence North 00 degrees 07 minutes 59 seconds East 17.00 feet;

Thence North 81 degrees 18 minutes 08 seconds West 100.72 feet;

Thence North 89 degrees 52 minutes 01 second West 30.00 feet;

Thence North 44 degrees 40 minutes 58 seconds West 28.19 feet;

Thence North 00 degrees 30 minutes 04 seconds East 22.00 feet;

Thence South 44 degrees 40 minutes 59 seconds East 42.29 feet;

Thence South 89 degrees 52 minutes 01 second East 146.10 feet;

Thence South 86 degrees 44 minutes 41 seconds East 220.33 feet;

Thence South 89 degrees 52 minutes 01 second East 750.20 feet (recorded) 750.48 feet (measured);

Thence North 45 degrees 19 minutes 25 seconds East 42.57 feet;

Thence North 00 degrees 30 minutes 51 seconds East 12.39 feet;

Unofficial Document

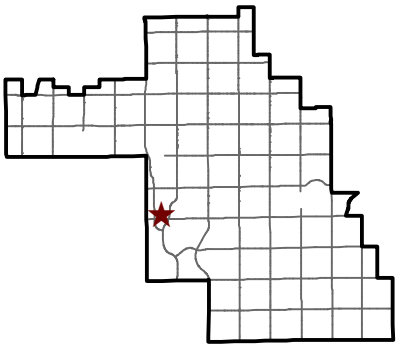
Thence South 89 degrees 29 minutes 09 seconds East 30.00 feet to the North-South mid-section line of said Section 7;

Thence South 00 degrees 30 minutes 51 seconds West (recorded) South 00 degrees 29 minutes 58 seconds (measured) 107.19 feet along said North-South mid-section line to the South quarter corner of said Section 7;

Thence North 89 degrees 52 minutes 01 second West 1,321.35 feet (recorded) 1,321.66 feet (measured) along the South line of said Section 7 to the POINT OF BEGINNING, as conveyed to the City of Chandler in instrument recorded in Document No. 20010640891, records of Maricopa County, Arizona.

PLH20-0059 Price & Queen Creek Campus

Proposed Project Details
Rezone/Mid-RiseOverlay/PDP
37 Acres
Office, Manufacturing & Ancilliary Commercial (Future)

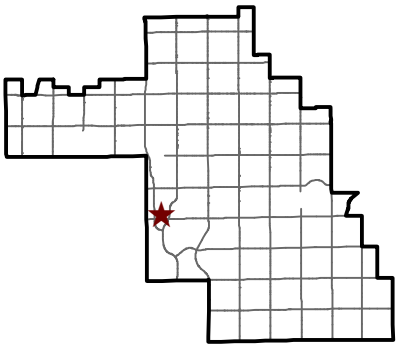


Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

PLH20-0059 Price & Queen Creek Campus

Proposed Project Details
Rezone/Mid-RiseOverlay/PDP
37 Acres
Office, Manufacturing & Ancilliary Commercial (Future)



Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

WE BUILD STORIES

Price & Queen Creek Campus

Chandler, AZ

July 12, 2021

Purpose of Request

This Rezoning, Preliminary Development Plan and Mid-Rise Overlay application requests an rezoning from AG-1 to Planned Area Development for office, manufacturing and ancillary retail uses with a Mid-Rise Overlay. If approved, this PAD will be in accordance with Chap. 35 § 1700 *et seq* of the Chandler City Code, Chandler's Mid-Rise Development Policy and the Chandler General Plan. The subject property is in the South Price Road Employment Corridor and this request is in accordance with the policies set out by both the General Plan and the City Council. The use requested is for an employment campus with an ancillary retail use. The use is compatible and complementary with the existing surrounding land uses. This narrative describes the planned development and provides the background information necessary to support the Rezoning, Preliminary Development Plan and Mid-Rise Overlay approval.

Location

The approximately 37 acre Property is located in Section 7, Township 2 South, Range 5 East in Chandler, Arizona, on the northeast corner of Price Road and Queen Creek Road, the southern gateway to the South Price Road Employment Corridor. The Assessor's Parcel No. for the Property is 303-36-006A. A hotel and vacant land is located immediately to the east, Continuum is located to the north, Wells Fargo's campus is to the west and Downtown Ocotillo is to the south.

Buildings; Uses

This submittal includes a conceptual site plan. The conceptual building elevations depict Class A office buildings. While these exhibits are illustrative to location and the appearance of the buildings, they do not restrict the buildings to the specific locations on the site plan, the specific appearance on the elevations or the use so long as that use is allowed by this submittal. Changes in architecture and location of the buildings are allowed so long as the buildings meet the general intent of the site plan and elevations including material and color and complies with the Chandler Zoning Ordinance unless otherwise identified in this submittal.

The permitted uses will be knowledge intensive industries including but not limited to: High technology; Semi-Conductor; Biomedical; Biotechnology; Bioscience; Pharmaceuticals; Nanotechnology; Telecommunications; Aerospace; Renewable and cogeneration energy. Industries involved in emerging technologies; Universities, educational facilities and institutes of learning ; Research laboratories for scientific research, investigation, testing or experimentation which may include prototype product development; Assembly of finished products or subassemblies, so long as the primary use of the property is technology related and not the basic processing and compounding of raw materials or food products; Advanced Business Services (specifically excluding data centers except as an ancillary use within a tenant's suite). Manufacturing or Assembly except no use shall be permitted which is likely to be dangerous or detrimental to the health and safety of the general community. Research or Development; Offices and Back-office uses, which include accounting, HR, sales and customer service type functions. Commercial retail/services uses. Drive-ups or drive-thrus in conjunction with the retail/services uses so long as they are incorporated into the building, not visible from Price Road and the stacking lanes do not dominate the site plan. Towers, antenna and any other wireless telecommunication facilities. Parking lot or structure. Warehousing and distribution as an accessory/ancillary use to the above described uses are permitted.

Any use or similar use listed above may be permitted upon the determination of the Zoning Administrator. Buildings may be a mix of single tenant and multi-tenant buildings. Multi-tenant building can be divided horizontally or vertically.

Architecture

The conceptual site plan has a minimum height of 40 feet in a campus like setting while ensuring multimodal options for connecting the surrounding residential and commercial uses. The design for the Project will be based on construction types found in surrounding campuses in the Price Road Corridor and the attached exhibit for exterior precedents. Buildings shall be painted with varying colors for visual interest. The colors should be conducive to the context of the valley and provide an appropriate contrast to metal panel or other exterior building finishes. Additional variety and architectural interest will be achieved by the use of different panel types, each with their own unique window layouts unless a curtainwall exterior finish is selected. Allowed exterior finishes will include types found in the surrounding area. The goal is to reinforce both vertical and horizontal balances helping avoid monotonous or plain expanses of wall. Each building will use a combination of the same or similar design choices to produce a cohesive and coordinated aesthetic across the site. The materials used will be of high quality and will potentially be items such as (but not limited to) natural stone, tile, composite panels and formed or finished concrete. A substantial portion of the façade will be comprised of glazing. Glazing may be provided in a variety of applications. All materials will be applied in a manner that result in a signature building appearance on Price Road. All mechanical equipment will be entirely screened from view. All screening will be architecturally integrated into the overall design of the building. The buildings will be designed to ensure compliance with 35-1902(8)(e).

Phasing

The Project will be developed over time in one or multiple phases as determined by market demand. Each phase will provide sufficient landscaping, outdoor amenity space, parking and main drive aisles that ensure each phase will result in a finished appearance. The attached phasing plan is conceptual in nature but is in accordance with the intent of this section.

Building Height

In keeping with the General Plan and the South Price Road Employment Corridor Study, the building height will be a minimum of 45' and a maximum of 150 feet. These heights require a mid-rise overlay in accordance with Mid-Rise Development Policy. The Property's location in the South Price Employment Corridor necessitate the heights requested here. This location is one of the few in Chandler that can not only handle buildings of this height but has been planned for decades to have them. The building will be designed in a manner that the height will not detract from the surrounding Price Corridor area. This Project will comply with the notification requirements for a Mid-Rise Overlay including holding two neighborhood meetings.

Landscaping; Open Space

The landscaping will be designed to preserve the South Price Road Corridor aesthetics. This high quality landscaping will take into account the surrounding campuses and integrate the look and feel as much as possible. The large setbacks from Price Road will be maintained while giving the flexibility to vary the length of the setbacks to accommodate the building intensities along Price Road as called out in the General Plan. Improvements will be provided that align with the large landscaped setback. All open landscape spaces will be fully planted.

As depicted on the conceptual landscape plans including in this filing, the landscaping for this campus utilizes a lush desert plant palette to create an attractive and colorful experience for the users. Plantings will be chosen to provide year-round color in flower and foliage, to soften building mass, to provide summer shade in the parking lot for autos and to buffer or screen views. Pavers and/or hardscape materials will be used where appropriate in pedestrian areas.

Mature trees, as shown on the attached landscape plan, are placed in locations around the building and in the landscape to provide for immediate maturity in the landscape and to provide a human sense of scale to the building. The landscaping will meet or exceed code standard commercial landscaping requirements.

Each building will have associated outdoor spaces for users that will include seating areas that will be designed with shade, lighting, visibility, and quality materials and landscaping.

While most of the surrounding campuses use a water feature as a focal point, this project will utilize public art that will be more sustainable and environmentally friendly.

As was discussed earlier, these landscape plans are conceptual in nature.

Public Art

In lieu of a water feature, the Project will include a monument at the corner of Queen Creek and Price Rd that, as shown in the attached exhibit, will draw on the history of the site including using agricultural and water themes in a sustainable manner. The materials and the size of the monument were designed in a manner to ensure it would serve as an entrance to the Price Road Corridor.

Access

The Property will have at least five access points, two from Mockingbird Drive, one from Ellis Road, one from Queen Creek Road and one from Price Road but could have more based upon the final site plan. The entrances will be designed to give a sense of place to the Project and ensure the campus like feeling of the development. Deceleration lanes will be provided on Price Road and Queen Creek Road in accordance with the final Traffic Study. The entrances will also be designed to allow easy access to all portions of the Property. The construction of Mockingbird Drive and Ellis Road shall be phased overtime as the directly adjacent portion of the Property is developed as has been done with the property to the east. The first phase shall include vehicular access providing a minimum of two points of ingress/egress to public right of way. Additionally, internal pedestrian access is important to ensure to provide a campus like feeling. The Project will have various types of pedestrian seating areas in accordance with 35-1902(8)(e)8 as well as interconnected walkways to the buildings.

Parking

This site will potentially include one or more parking structures. Additionally, the site will meet the City of Chandler's standards for parking and will most likely exceed those requirements. There will potentially be areas for ride share and electric vehicle charging. These areas will be designed in a manner that provides a welcoming experience for the end user.

Signage

As shown as the attached signage exhibit, the Project has incorporated the design of the proposed buildings as well as the monument at the corner of Price and Queen Creek. The signs will be high quality in design and are incorporated into the landscaping and site improvements as shown on the attached signage exhibit.

Utilities; Public Safety

The Property will be serviced by Salt River Project for electricity and the City of Chandler for water and wastewater. A City of Chandler fire station is located on Queen Creek Road and Pennington, east of the Property.

Code Requirements

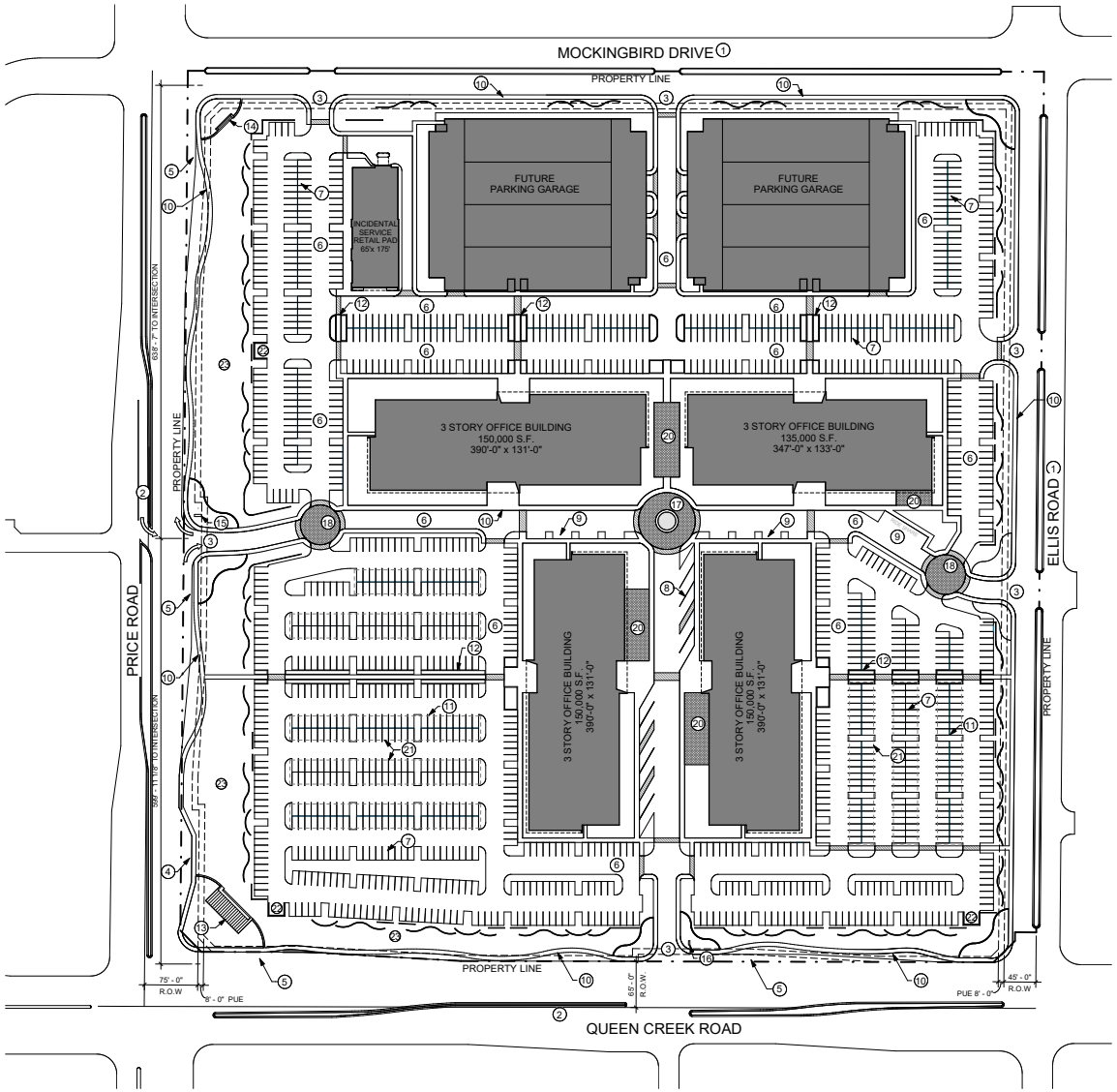
This project clearly meets the standards codified in the Chandler City Code regarding PADs.

Design Standards

The design of all building and site improvements, including but not limited to, signage, building exteriors, landscaping, and opens spaces will be coordinated to create a quality and cohesive campus appearance. This project complies with the applicable sections of 35-1902.

Conclusion

This application for Rezoning, Preliminary Development Plan and Mid-Rise Overlay requests that the rezoning be granted to allow for the above described uses. This PAD designation is in compliance with the Chandler General Plan, Chandler City Code, Council policies and existing uses of surrounding properties. The attached exhibits are conceptual and an Administrative Design Review will be required prior to building permits being issued.



1 A100 CONCEPTUAL SITE PLAN
1" = 80'-0"

PROJECT DATA

AS SHOWN ON SITE PLAN

PROPERTY SIZE = +/- 37 ACRES

EXST. ZONING = AGRICULTURAL

PROPOSED ZONING = P.A.D.

RETENTION PROVIDED = 133,296 S.F.

BUILDINGS:

(1) 3 STORY BUILDING = 135,000 S.F.

(3) 3 STORY BUILDINGS @ 150,000 EA. = 450,000 S.F.

TOTAL BLDG. SF = 585,000 SF

INCIDENTAL SERVICE RETAIL PAD = 11,375 S.F.

PARKING RATIOS:
REQUIRED PER CITY (OFFICE) = 1 PER 250 S.F.
REQUIRED PER CITY (RETAIL) = 1 PER 250 S.F.

PARKING PROVIDED:
SURFACE SPACES = 1,438

GARAGE 1 (-223 SURFACE)
- LEVEL 1 = 193
- LEVEL 2 = 233
- LEVEL 3 = 233
- LEVEL 4 = 219
TOTAL = 878

GARAGE 2 (-223 SURFACE)
- LEVEL 1 = 193
- LEVEL 2 = 233
- LEVEL 3 = 233
- LEVEL 4 = 219
TOTAL = 878

TOTAL PARKING = 3,194

- *NO GARAGE = 1,904 SPACES (RATIO = 0.83 PER 250 S.F)*
- *ONE 4-STORY GARAGE = 2,549 SPACES (RATIO = 1.06 PER 250 S.F)*
- *TWO 4-STORY GARAGES = 3,194 SPACES (RATIO = 1.34 PER 250 S.F))*

KEYED NOTES:

PROPOSED:

1 ROADWAY IMPROVEMENT BASED ON CITY STANDARD DETAIL NO. C-211
2 LEFT TURN INTO PROPERTY
3 DRIVEWAY ENTRANCE
4 BUS PULL OUT AREA
5 DECELERATION LANE
6 26' FIRE LANE (TYPICAL DRIVE AISLE WIDTH 24')
7 9'x18' PARKING STALL
8 30 DEGREE PARKING STALL 13' WIDE
9 RIDE SHARE PARKING AND LOADING ZONES
10 6' SIDEWALK
11 LANDSCAPED MEDIAN 10' WIDE
12 LANDSCAPED PEDESTRIAN CONNECTION
13 PRIMARY PROJECT FEATURE
14 SECONDARY PROJECT FEATURE
15 PRIMARY ENTRY MONUMENT
16 SECONDARY ENTRY MONUMENT
17 LANDSCAPED ENHANCED VEHICULAR CROSSING W/ PAVERS AND ART FEATURE
18 ENHANCED VEHICULAR CROSSINGS W/ PAVERS
19 ENHANCED PEDESTRIAN CROSSINGS
20 EXTERIOR EMPLOYEE AMENITY SPACE
21 FUTURE COVERED PARKING
22 WASTE/RECYCLING ENCLOSURE
23 WATER RETENTION AREA

RYAN

RYAN A+E, INC.
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Suite 3500
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813-204-5000 tel

WWW.RYANCOMPANIES.COM

OWNER

CONSULTANTS

PROJECT INFORMATION

PRICE & QUEEN CREEK CAMPUS

QUEEN CREEK ROAD AND PRICE ROAD

Name

REGISTRATION NO. Number

DATE Date

© 2019 RYAN A+E, INC.

DRAWN BY JJ
CHECKED BY ND
JOB NO. 700969
DATE 06.17.2021

ISSUE RECORD

ISSUE #	DATE	DESCRIPTION

PDP 3rd SUBMITTAL
06.17.2021

CONCEPTUAL SITE PLAN

A100

PROPOSED PLANT PALETTE

TREES	SIZE/COMMENTS/QTY
PHOENIX DACTYLIFERA DATE PALM	25' HT / DIAMOND CUT / MATCHED
CERCIDIUM PRAECOX 'AZT #5' AZT HYBRID PALO BREA	36" BOX / 2" CAL. / 10' H x 7' W / LOW BREAKING / MATCHED
FRAXINUS 'FANWEST' FANWEST ASH	36" BOX / 2" CAL. / 11' H x 7' W / MATCHED
PISTACIA 'RED PUSH' RED PUSH PISTACHE	36" BOX / 2" CAL. / 11' H x 5' W / MATCHED
PROSOPIS 'AZT PODLESS HYBRID' AZT PODLESS MESQUITE	24" BOX / 1" CAL. / 6' H x 6' W / LOW BREAKING / MATCHED
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX / 1" CAL. / 9' H x 4' W / MATCHED
CHILOPSIS 'DORA'S DESERT ROSE' AZT HYBRID DESERT WILLOW	24" BOX / 1" CAL. / 7' H x 4' W / LOW BREAKING / MATCHED

NOTE:
ALL TREES ARE TO COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.

SHRUBS		
	DASYLIRION WHEELERI DESERT SPOON	5 GAL
	LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GAL
	LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON SAGE	5 GAL
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL
	EREMOPHILA CARNOSA WINTER BLAZE EMU	5 GAL
	SIMMONDSIA CHINENSIS JOJOBA	5 GAL
	OLEA EUROPAEA 'LITTLE' OLLIE' LITTLE OLLIE OLIVE	5 GAL
	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL
	RUELLIA BRITTONIANA MEXICAN PETUNIA	5 GAL
	NERIUM 'PETITE SALMON' DWARF OLEANDER	5 GAL
	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL
GROUNDCOVER		
	LANTANA 'NEW GOLD' TRAILING YELLOW LANTANA	1 GAL
A	EREMOPHILA GLABRA OUTBACK SUNRISE EMU	1 GAL @ 4' O.C.
B	ROSMARINUS 'HUNTINGTON CARPET' TRAILING ROSEMARY	1 GAL @ 3' 0.C.
C	CALLISTEMON 'LITTLE JOHN' DWARF BOTTLE BRUSH	1 GAL @ 3' 0.C.
D	MUHLENBERGIA RIGIDA NASHVILLE GRASS	1 GAL @ 4' O.C.
E	ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA	1 GAL @ 4' O.C.
F	LANTANA MONTEVIDENSIS PURPLE LANTANA	1 GAL @ 3' 0.C.
G	BOUTELOUA 'BLONDE AMBITION' BLONDE AMBITION GRAMA	1 GAL @ 3' 0.C.
H	RUSELLIA EQUISETIFORMIS CORAL FOUNTAIN PLANT	1 GAL @ 4' O.C.
	TURF GRASS HYBRID BERMUDA SOD	+/- 22,560 S.F.
INERT MATERIAL		
DG	DECOMPOSED GRANITE GOLD GOLOR AS SELECTED	3/8" MINUS 2" DEPTH
DG1	DECOMPOSED GRANITE BROWN COLOR AS SELECTED	3/8" MINUS 2" DEPTH
	FRACTURED GRANITE BROWN COLOR AS SELECTED	1"-3" SCREENED 4" DEPTH

RYAN

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Suite 3500
Tampa, FL 33602
813-204-5000 tel

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OWNER

CONSULTANTS

G.K. FLANAGAN ASSOCIATES
4625 N. 44th Street
PHOENIX, AZ 85018
602 . 912 . 9691
602 . 912 . 9693 fax

PROJECT INFORMATION

PRICE & QUEEN CREEK CAMPUS

QUEEN CREEK ROAD AND PRICE ROAD

Name

REGISTRATION NO. Number

DATE Date

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DRAWN BY -

CHECKED BY -

JOB NO. 700969

DATE 06.17.2021

ISSUE RECORD		
ISSUE #	DATE	DESCRIPTION

PDP 3rd SUBMITTAL
06.17.2021

CONCEPTUAL SITE PLAN

L100

RYAN

Conceptual Rendering

Price & Queen Creek Road

Conceptual renderings to be referenced as massing models, not a specific design proposal.

RYAN

Conceptual Rendering

Price Road Entrace (Looking East)

Conceptual renderings to be referenced as massing models, not a specific design proposal.

RYAN

Conceptual Rendering

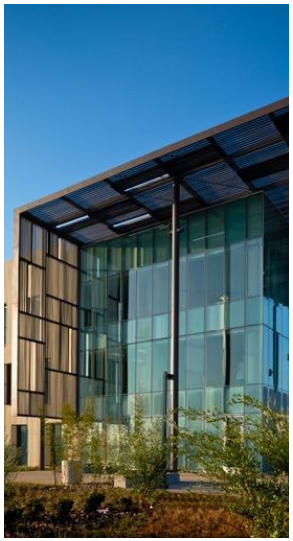
Queen Creek Road Entrance (Looking North)

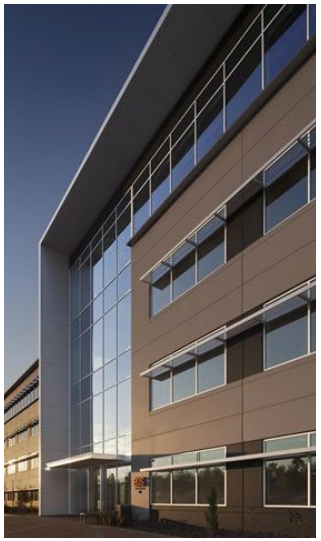
Conceptual renderings to be referenced as massing models, not a specific design proposal.

Conceptual renderings to be referenced as massing models, not a specific design proposal.

Conceptual renderings to be referenced as massing models, not a specific design proposal.

Conceptual renderings to be referenced as massing models, not a specific design proposal.





617

NOKIA

PRIMARY PROJECT FEATURE

CRITERIA
Recalling the history of the site as farmland, the Primary Project Feature emulates crop rows through the use of amber and aqua colored glass. The cabinets include materials and shapes similar to the project buildings, and include a mirror polished cabinet that reflects the colored glass and doubles the "yield" of the harvest.

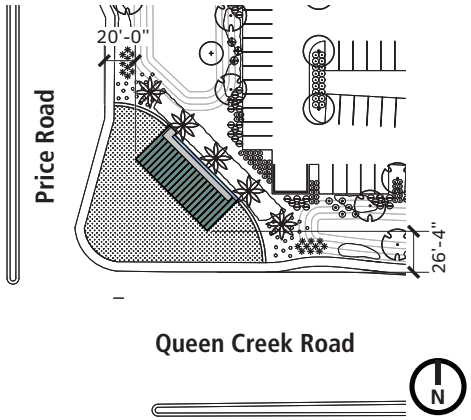
FABRICATION
Aluminum & mirror finish aluminum structure with reverse pan channel project identity. Aluminum ribbons with "chunk" glass to simulate water.

COLORS & FINISHES
All colors to be Matthews Acrylic Polyurethane to match:

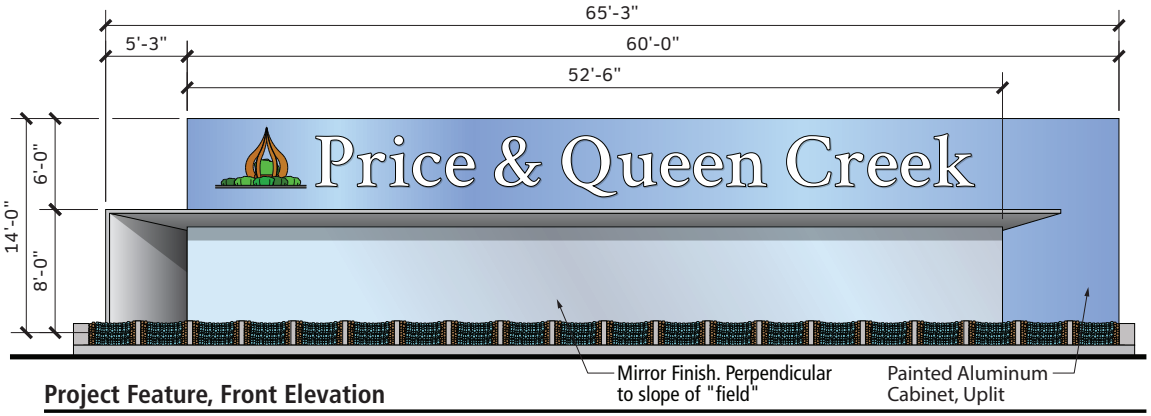
Back Cabinet:	Architectural Glass to match building
Primary Cabinet:	Mirror finish aluminum
Frame:	12"x6" concrete band
Ribbons:	Aluminum
"Water"	Aqua & amber "chunk" glass

ILLUMINATION
Internal LED illumination.

LOCATION
Southwest project corner.

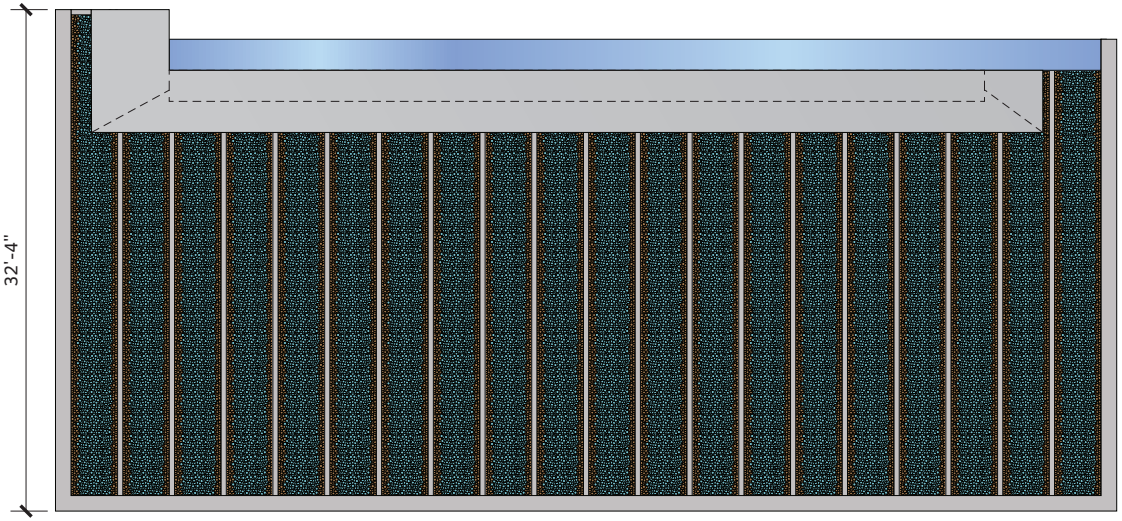


Project Feature, Southwest Location Plan
Scale: 1"=80'



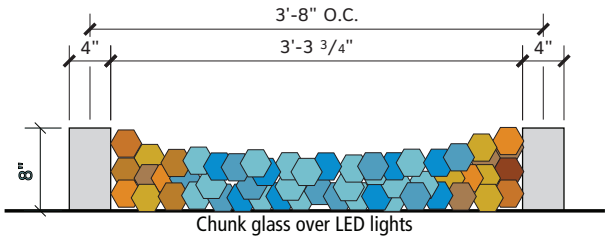
Project Feature, Front Elevation
Scale: 1/8"=1'-0"

Note: Name & Logo may change



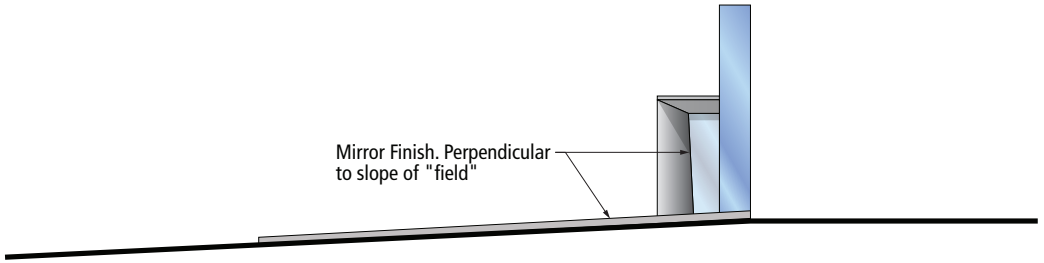
Project Feature, Plan View
Scale: 1/8"=1'-0"

PRIMARY PROJECT FEATURE DETAILS



Monument Row Section Detail

Scale: 1"=1'-0"

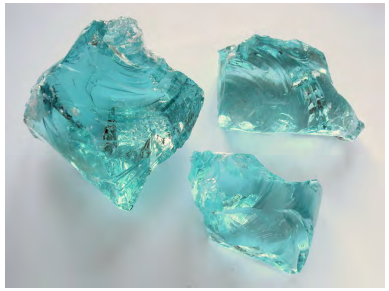


Project Feature, Side Elevation

Scale: 1/8"=1'-0"

Project Feature, Side Elevation

Scale: 1/8"=1'-0"



Glass Chunk Color Samples

Scale: NTS

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 black or corporate colors. Glass accent to be internally illuminated.

COLORS & FINISHES
All colors to be Matthews Acrylic Polyurethane to match:

Tenant Panels:	Aluminum, color TBD
Back Cabinet:	Aluminum, color TBD
Base:	Aluminum, painted to match painted concrete 3
Frame:	Aluminum

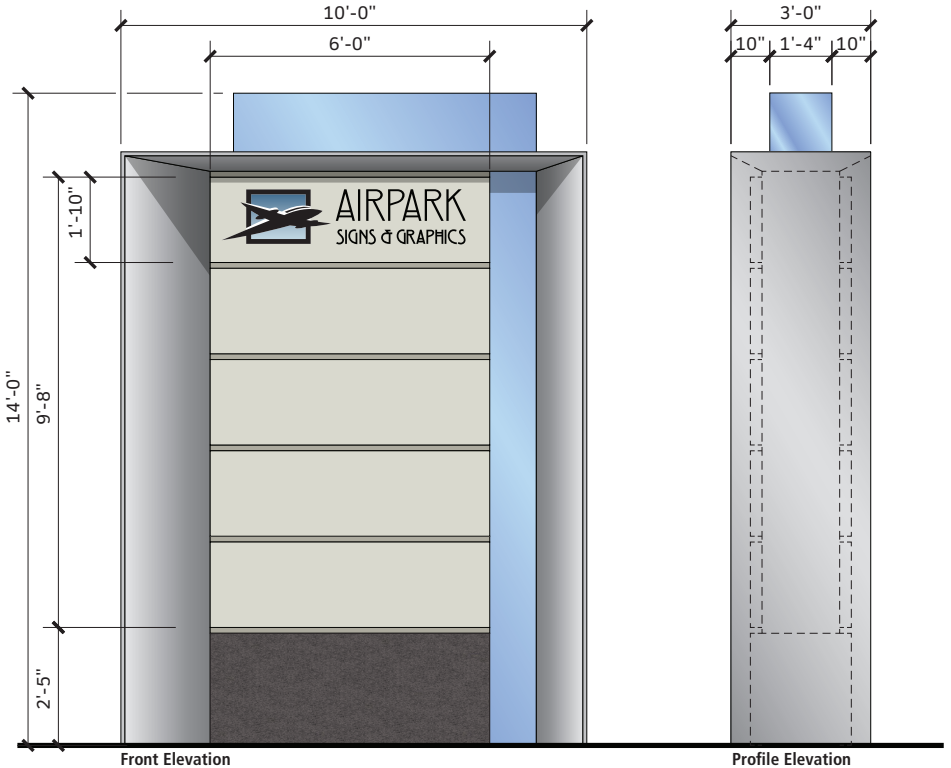
ILLUMINATION
Internal LED illumination.

LOCATION
Primary entrance at Price Road.

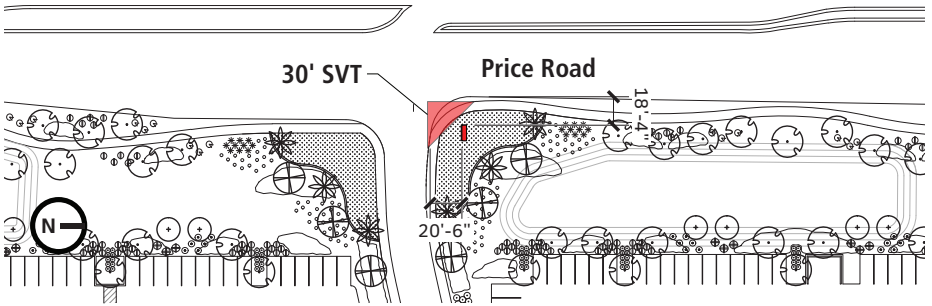
NOTES
Additional size to fourteen (14) feet , and five (5) tenant panels is requested. Rationales per City Code:

Additional height meets 33-9.16.C.2 by being a center located on the southwest corner of the intersection of Queen Creek and Price 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 non-illuminated field with routed letters and logos that will illuminate.



Primary Entry Monument
Scale: 3/8"=1'-0"



Project Entry Location Plan
Scale: 1"=80'

PRIMARY & SECONDARY FEATURE INSPIRATION IMAGES

ITEM 12

City Council Memorandum **Development Services Memo No.** 21-046

Date: August 26, 2021

To: Mayor and Council

Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director

From: Benjamin Cereceres, City Planner

Subject: PLH21-0018 Mission Center LLC
Introduction and Tentative Adoption of Ordinance No. 4981

Request: Rezoning from Planned Industrial District (I-1) to Planned Industrial District/Planned Area Development (I-1/PAD) for light industrial uses and limited commercial uses on an approximately 3.2 acre lot with an existing building

Location: 3350 N. Arizona Avenue, approximately one quarter of a mile north of the northwest corner of Elliot Road and Arizona Avenue

Applicant: Ben Cooper, Norris Design

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 4981 approving PLH21-0018 Mission Center LLC, rezoning from Planned Industrial District (I-1) to Planned Industrial District/Planned Area Development (I-1/PAD) for light industrial uses and limited commercial uses, located at 3350 N. Arizona Avenue, approximately one quarter of a mile north of the northwest corner of Elliot Road and Arizona Avenue, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Approximately 3.2 acres
- Subject site zoned Planned Industrial District (I-1)

Surrounding Land Use Data:

North	Existing building zoned: I-1 (Planned Industrial District)	South	Across Chilton Drive: Vacant lot zoned I-1 (Planned Industrial District)
East	Across Arizona Avenue: Planned Area Development (PAD) for a motor sports sales and service facility	West	Property zoned: I-1 (Planned Industrial District) with a Use Permit for a church

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change
(insert area plan name if any)	NA	NA

Proposed Development

Existing Building Square Footage	27,858 square feet
Parking Spaces Provided	122 parking spaces
Parking Spaces Required	122 parking spaces

Review and Recommendation

The request is to expand the list of permitted uses on a parcel zoned I-1 (Planned Industrial) to allow compatible commercial uses (see attached Development Booklet Exhibit 2). The site, having direct frontage along Arizona Avenue, is suitable for commercial uses much like development located southeast of the site across Arizona Avenue. The site currently contains one 27,858 square-foot single-story building. Two driveways provide access off Chilton Drive and parking is provided on the west, east and south side of the building.

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

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A virtual neighborhood meeting was held on June 30, 2021, and no neighbors were in attendance.
- As of the writing of this memo, Planning staff has received an email from a nearby resident that had concerns about the possibility of outdoor storage and display, the applicant advised the neighbor that the site does not have the space for outdoor display/storage due to the need for all current parking spaces and the landlord does not intend to allow for outdoor storage. Planning staff is unaware of any concerns or opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting August 4, 2021
Motion to Approve

In Favor: 4 Opposed: 0

Chairman Heumann made a statement during the regular meeting that there is currently a nonconforming storage container onsite that needs to be removed before the Council meeting. Stipulation 7 prohibits outdoor storage and requires removal of any outdoor storage containers. The applicant is aware and is working on a plan to remove the outdoor storage container.

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve rezoning from Planned Industrial District (I-1) to Planned Industrial District/Planned Area Development (I-1/PAD), subject to the following condition:

1. Development shall be in substantial conformance with Exhibit A, entitled “Mission Center LLC” and kept on file in the City of Chandler Planning Division, in File No. PLH21-0018, 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. Uses permitted on the subject property shall be consistent with Exhibit B. Memo No. PZ21-038 Page 3 of 3 August 4, 2021.
3. Landscaping shall be in compliance with current Industrial Design Standards.
4. The site shall be maintained in a clean and orderly manner.

5. 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.
6. Any exterior modifications to the site, building elevations and/or landscaping shall require administrative design review approval.
7. Outdoor storage shall not be permitted, and any outdoor storage containers shall be removed from the site.

Attachments

Ordinance No. 4981

Vicinity Maps

Development Booklet

ORDINANCE NO. 4981

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM PLANNED INDUSTRIAL DISTRICT (I-1) TO PLANNED INDUSTRIAL DISTRICT/PLANNED AREA DEVELOPMENT (I-1/PAD) FOR LIGHT INDUSTRIAL USES AND LIMITED COMMERCIAL USES AS SHOWN IN CASE PLH21-0018 (MISSION CENTER LLC) LOCATED AT 3350 N. ARIZONA AVENUE WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from I-1 to I-1/PAD for light industrial uses and limited commercial uses, subject to the following conditions:

1. Development shall be in substantial conformance with the development booklet entitled "Mission Center LLC" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0018, 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. Uses permitted on the subject property shall be consistent with the table contained in EXHIBIT 'B.'

3. Landscaping shall be in compliance with current Industrial Design Standards.

4. The site shall be maintained in a clean and orderly manner.

5. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, stormwater retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

6. Any exterior modifications to the site, building elevations, or landscaping shall require administrative design review approval.

7. Outdoor storage shall not be permitted, and any outdoor storage containers shall be removed from the site.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

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

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4981 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"

Lot 18, of DOBSON BUSINESS PARK, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 216 of Maps, Page 25;

EXCEPT the North 10 feet thereof.

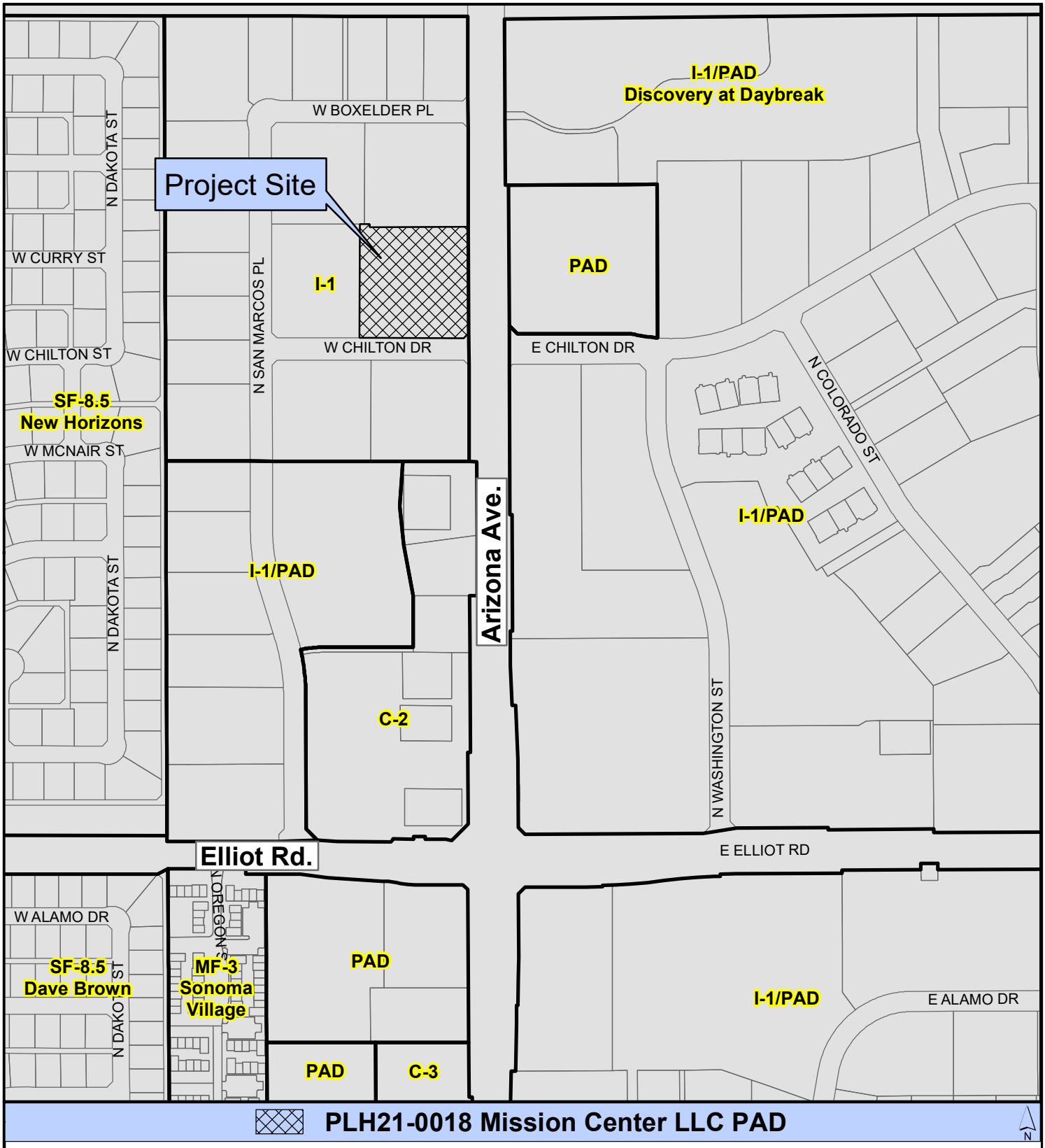
EXHIBIT "B"
Ordinance 4981
PLH21-0018 Mission Center LLC
Permitted Uses Table

Land Uses & Parking

Permitted Land Uses	Parking Ratio	Parking Required	Maximum Square-Footage Permitted
Uses permitted in I-1	Refer to zoning code	Refer to zoning code	27,858 SF
General office uses, including not limited to charitable and philanthropic organizations	1:250 SF	111	27,858 SF
Sports/Fitness related center and training (Health club or fitness club with Multiple Amenities (Gymnasium, fitness center and other recreational uses offering multiple amenities such as swimming pools, ball courts, and exercise equipment)	1:200 SF	139	10,000 SF
Sports/fitness related centers and training (Single use recreational facilities (athletic training, family	1:300 SF	93	27,858 SF

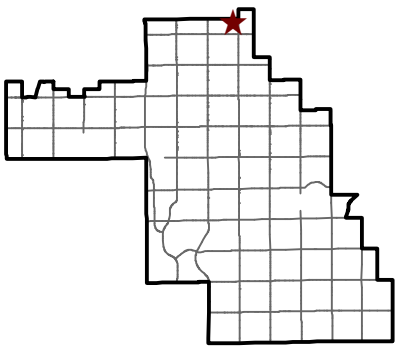
recreational, or other recreational facilities specializing in a single use such as amusement centers, skating			
Showrooms	1:250 SF	111	27,858 SF
Sales and design centers, including but not limited to photographers	1:250 SF	111	27,858 SF
Teaching, instructional, and training center	1:200 SF	139	10,000 SF
Medical equipment suppliers	1:250 SF	111	27,858 SF
Food production with some incidental sales and goods baked/produced on premises	1:1,000 SF	28	27,858 SF
Repair shops, including but not limited to furniture and/or appliance repair	1:250 SF	111	27,858 SF
Musical Training	1:200 SF	139	10,000 SF
Optical lab and services	1:1,000 SF	28	27,858 SF
Wholesale supply stores	1:300 SF	93	27,858 SF
Rental Centers	1:300 SF	93	27,858 SF
Flooring services	1:250 SF	111	27,858 SF
Home improvement company, upholsterer, general contractor or workman, building materials company, or sign making company	1:250 SF	111	27,858 SF

Auto restoration and specialties (all service occurs indoors, bays not allowed facing streets)	3.5 : 1 vehicle service bay	May not exceed 10 service bay doors (None existing)	May not exceed 10 service bay doors (None existing)
Supply stores, including but not limited to pet supplies, pool supplies, restaurant supplies , and beauty and barbershop supplies	1:250 SF	111	27,858 SF
Car Rental	1:250 SF	111	27,858 SF
Church	1:4 Seats	May not exceed 488 seats	May not exceed 488 seats



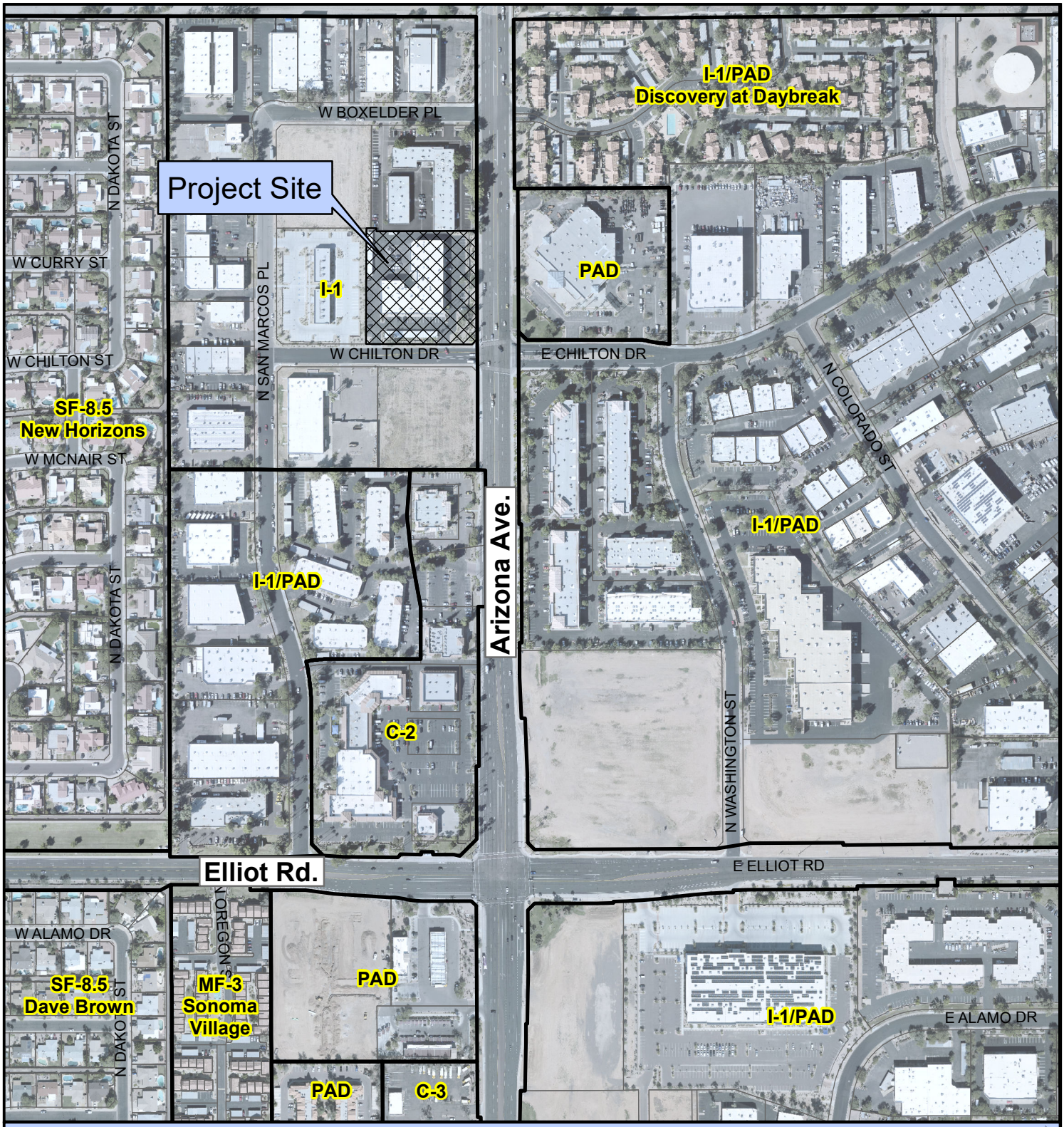
PLH21-0018 Mission Center LLC PAD

Proposed Project Details
Rezone
3.2 Acres
Existing 27,858 Sq. Ft. Building



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH21-0018 Mission Center LLC PAD

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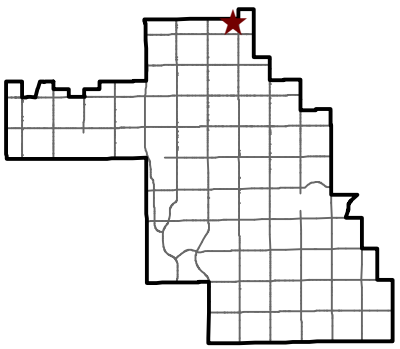


CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

MISSION CENTER LLC

PLANNED AREA DEVELOPMENT

PROJECT NARRATIVE

LOCATION: 3350 N Arizona Avenue, Chandler, AZ 85225 / APN 302-88-988B

SUBMITTAL DATE: February 25, 2021

PROJECT TEAM

OWNER

Steve Nothum
Mission Center, LLC
2782 W Monterey Place
Chandler, Arizona 85224
steve@landworksaz.com
602-620-8393

LAND PLANNER

Ben Cooper
Norris Design
901 E Madison Street
Phoenix, Arizona 85034
bcooper@norris-design.com
602-254-9600

INTRODUCTION

The Mission Center LLC PAD site, located at the northwest corner of Arizona Avenue and Chilton Drive in Chandler, Arizona, is comprised of a single parcel (APN 302-88-988B) approximately 3.2 gross acres and 2.44 net acres in size. The shortened legal description for the site from the County Assessor is as follows: DOBSON BUSINESS PARK MCR 216-25 LT 18 EX N 10F TH/OF P/F 2002-0995248 TOG WI E 30F OF LT 15 OF SD MCR 216-25 P/F 2000-0230841.

See Exhibit 1: Aerial Map.

REQUEST SUMMARY

The applicant is requesting to rezone the property from I-1 (Planned Industrial District) to PAD (Planned Area Development) base district to allow the existing site to support additional commercial uses not permitted in I-1 but that are compatible with the site and surrounding area. See Exhibit 2: Zoning.

Nothing in this application is intended to remove or restrict a right presently provided to the property by the Zoning Code. As such, this application is additive in nature and seeks a specific expansion of rights for the property.

EXISTING CONDITIONS

The 2.44-net acre site is comprised of an existing industrial/commercial building with 27,858 square feet of available tenant space. The site contains 122 parking spaces (43 of which are covered) and landscaped areas. The site is accessible by two entrances off Chilton Drive. Stormwater retention is provided for through a combination of surface retention (northeast and southeast corners of the site) and underground storage below the parking lot. Currently, the building houses tenants allowed in I-1, including software design offices, a cabinet showroom/sales center with installation shop, aquarium design/manufacturing and related sales/service, and industrial machinery engineering. All existing uses operate up to seven days per week and are open to the public during typical commercial business hours. See Exhibit 3: Site Plan for more information on existing site conditions.

GENERAL PLAN CONFORMANCE

The site is designated as “Employment” on the 2016 General Plan’s Future Land Use Map (see Exhibit 4). “Employment” is defined as “Major employers, knowledge-based employers, industrial/business parks, and industrial support uses. A compatible mix of supporting commercial uses and residential densities as an integral component may be considered as described in the General Plan text, growth area policies, and area plans.” Adding compatible, supporting commercial uses to this site would enhance the area and be compatible with the existing land use designation.

In addition, the site is located within the North Arizona Avenue Growth Area, which is “suitable for planned multimodal transportation and infrastructure expansion and improvements designed to support economic growth with a planned concentration of a variety of uses such as residential, office, commercial, tourism, and industrial.” Diversifying the land uses allowed on-site by adding some commercial uses to the existing industrial uses allowed supports the goals of a Growth Area. Specific policies of the North Arizona Growth Area which are compatible with the PAD are listed below:

- 1.2.2(a): Redevelop North Arizona Avenue with higher densities and mixed-uses.
- 1.2.2(c): Re-imagine and redevelop North Arizona Avenue as an employment corridor (i.e., transition away from a retail-focused corridor) to complement Chandler’s other key employment corridors.

- 1.2.2(e): Continue to implement redevelopment programs and incentives that transform vacant commercial retail/shopping centers into more intense mixed-use developments in strategic nodal locations (e.g., arterial intersections).
- 1.2.2(h): Create an economic business public relations campaign that articulates North Arizona Avenue's long-term vision as an asset to attract employers/businesses to locate in Chandler.

ZONING AND LAND USE

EXISTING ZONING AND LAND USE

Adjacent uses and zoning designations are as follows:

Location	General Plan Land Use	Existing Zoning	Existing Land Use
North	Employment	I-1	Newport Business Center (business park)
South	Employment	I-1	Vacant (along Arizona Ave); business park (along San Marcos Place)
East	Employment	PAD	Former ATV/powersports dealer
West	Employment	I-1	North Congregation of Jehovah's Witnesses (church)

COMPATIBILITY

The proposed uses of the Mission Center LLC PAD are no more intensive than those already permitted in the existing I-1 zoning. The existing building's design, with its showroom areas and large commercial windows, already lends itself to both lower intensity industrial uses and many commercial uses. All proposed uses in the following section complement the existing adjacent business park uses and seem appropriate for the character of the area, especially the high visibility from traffic on Arizona Avenue. The expansion of allowable uses will ensure that the property remains viable in the future and that it will continue to support (and potentially expand) job creation and tax revenue generation within the City of Chandler.

All proposed uses will operate up to seven days per week and will be open to the public during typical commercial business hours. None of the proposed uses will generate unreasonable amounts of traffic or cause any nuisance given the existing intensity of the area.

LAND USES

Following is a list of permitted uses which will apply to the Mission Center LLC PAD:

1. All uses permitted in I-1, per Article XXI of the City of Chandler Zoning Code
2. General office use, including but not limited to charitable and philanthropic organizations
3. Sports/fitness related centers and training
4. Showrooms
5. Sales and design centers, including but not limited to photographers
6. Teaching, instructional, and training centers
7. Medical equipment suppliers
8. Food production with some incidental sales and goods baked/produced on premises
9. Repair shops, including but not limited to furniture and/or appliance repair

10. Musical training
11. Optical lab and services
12. Wholesale supply stores
13. Rental centers
14. Flooring services
15. Home improvement company, upholsterer, general contractor or workman, building materials company, or sign-making company
16. Auto restoration and specialties
17. Supply stores, including but not limited to pet supplies, pool supplies, restaurant supplies, and beauty and barbershop supplies
18. Auction house
19. Day spa/reflexology
20. Car rental
21. Church

DEVELOPMENT STANDARDS

Minimum lot size, lot width, lot coverage, building heights, and setbacks shall be based on I-1 zoning district standards. Landscaping and open space requirements shall be based on provisions required for industrial development, as defined in Article XIX, Section 35-1903 of the Zoning Code. Parking requirements shall be determined by the closest equivalent use listed in Article XVIII of the Zoning Code.

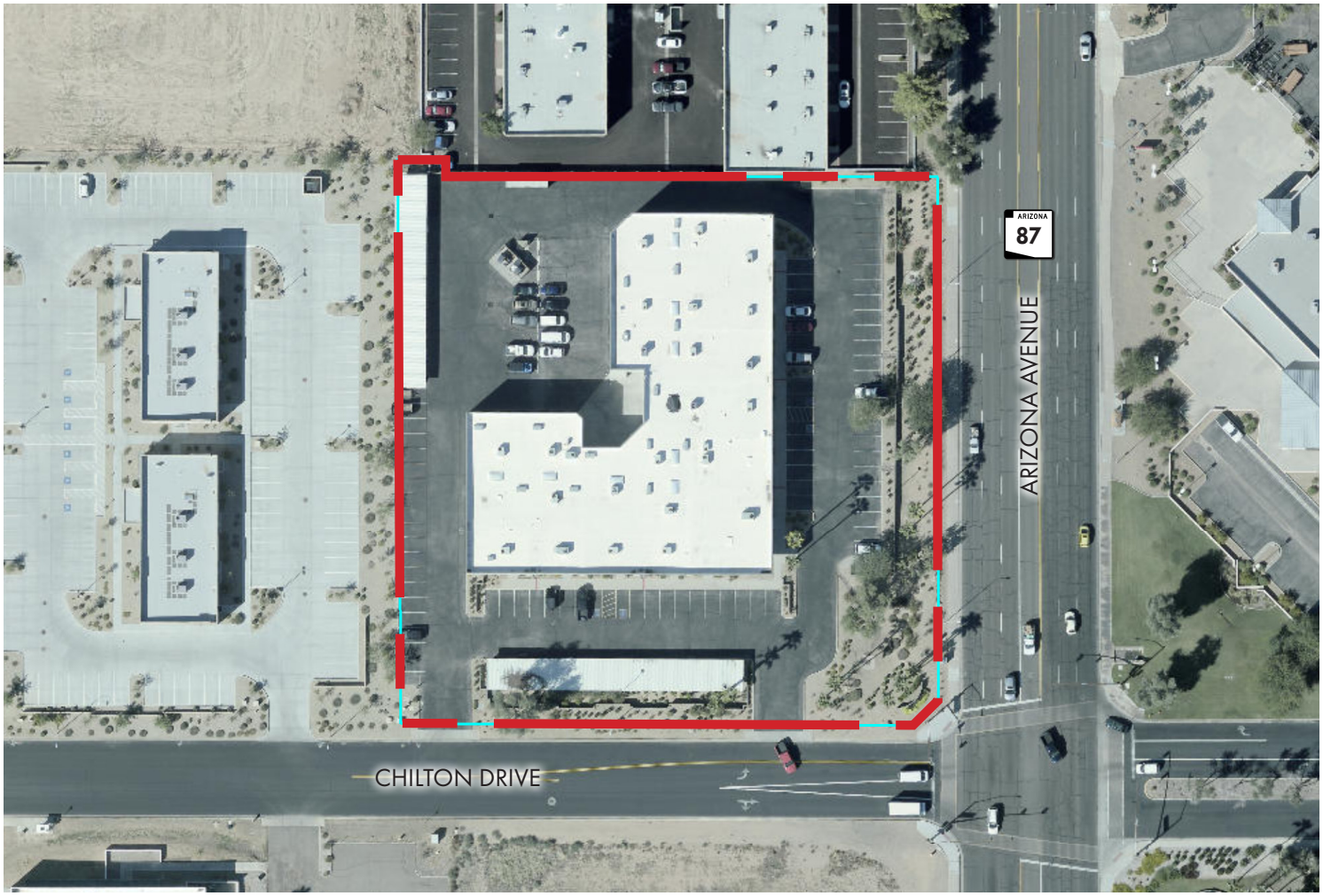
A separate Parking Study, using the ratios listed in Article XVIII of the Zoning Code, has been provided with this submittal. The Parking Study assumes the entire building will be occupied by the same use (an unlikely scenario) for a very conservative estimate. All proposed uses may be supported by the existing 122 parking spaces on site, though some uses will not be able to fill the entire building due to parking limitations. Those uses include:

- Sports/fitness related centers and training (unless it is single-use focused)
- Teaching, instructional, and training centers (it is worth noting most trade, vocational, and/or technical educational facilities are already permitted in the existing zoning district)
- Musical training
- Auction house (presuming an assembly parking ratio applies)
- Day spa/reflexology

Please review the Parking Study document for more details.

EXHIBITS

Exhibit 1: Aerial Map
Exhibit 2: Zoning
Exhibit 3: Site Plan
Exhibit 4: General Plan Land Use



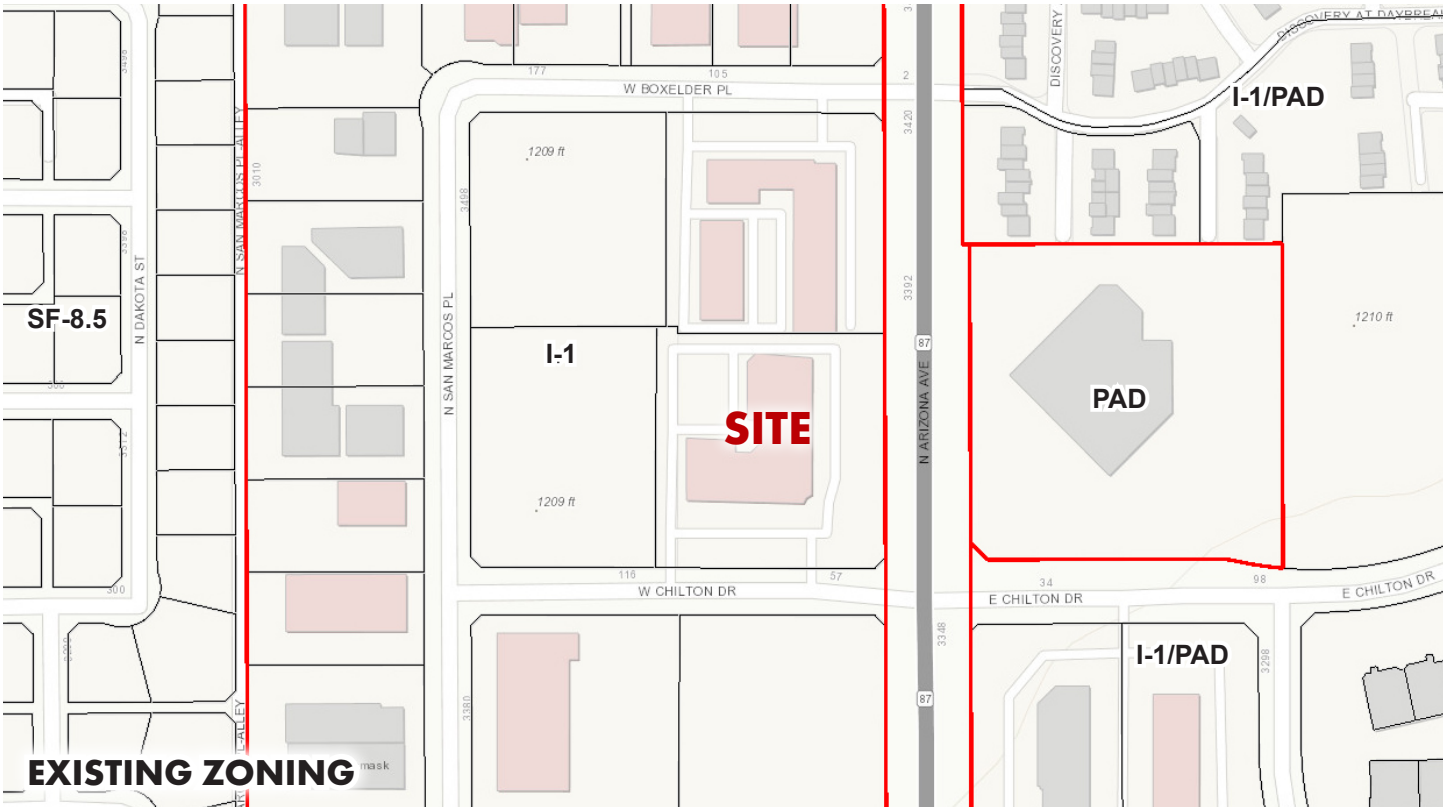
MISSION CENTER LLC PAD | EXHIBIT 1: AERIAL MAP

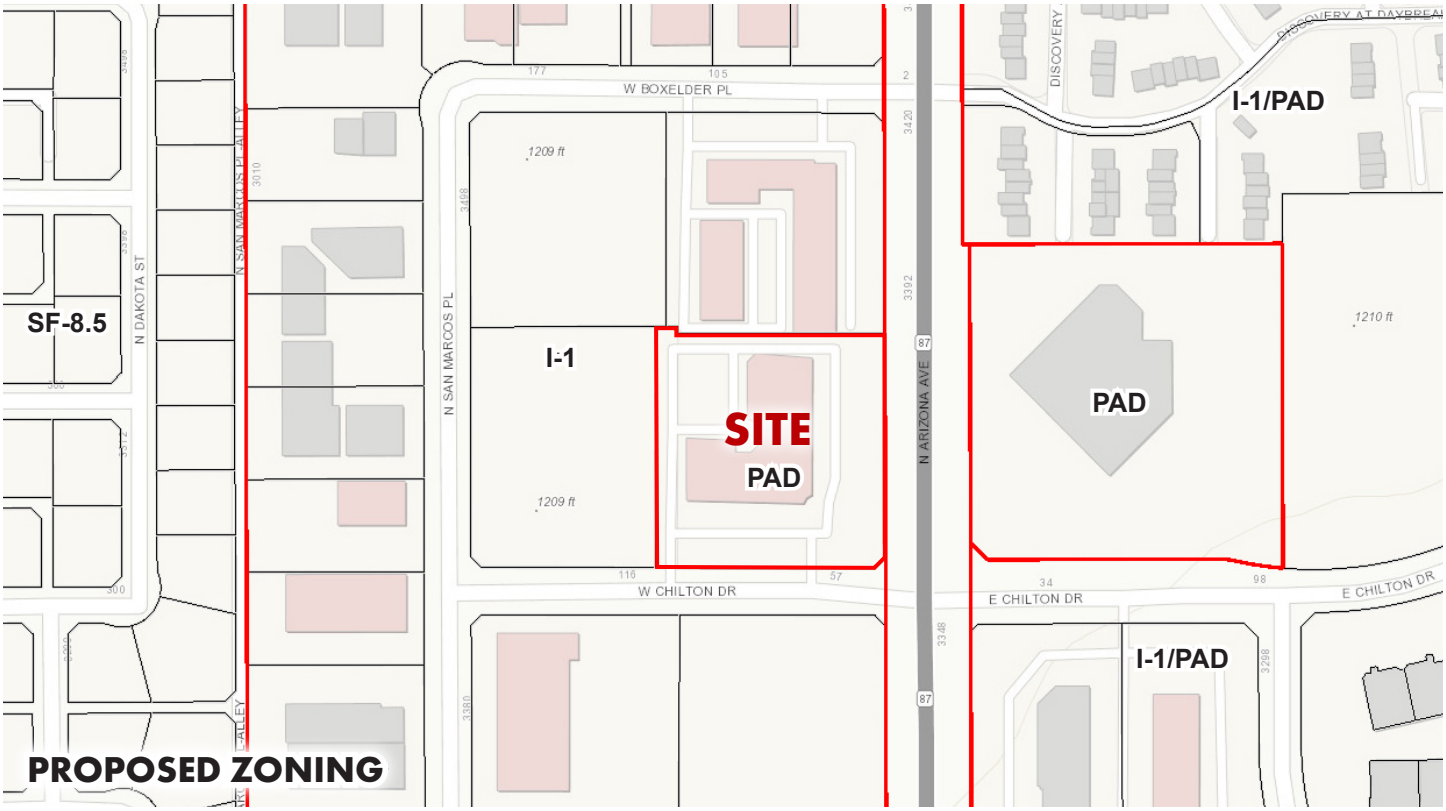
02/25/2021

NORTH

SCALE: NTS

NORRIS DESIGN
Planning | Landscape Architecture | Branding





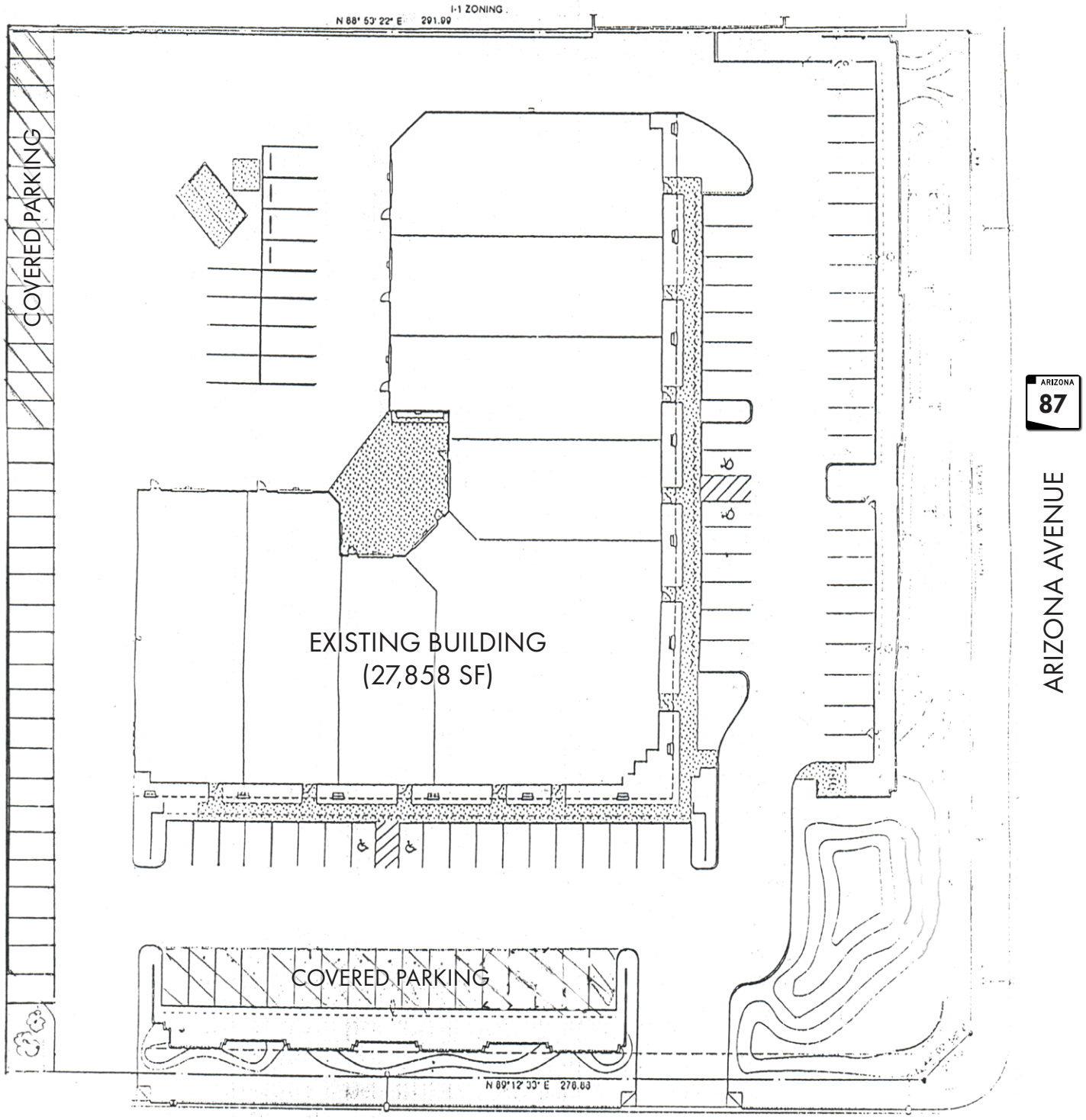
NORTH

SCALE: NTS

MISSION CENTER LLC PAD | EXHIBIT 2: ZONING

02/25/2021

NORRIS DESIGN
Planning | Landscape Architecture | Branding



PROJECT DATA

CURRENT ZONING	I-1
PROPOSED ZONING	PAD
LAND AREA (ACRES)	3.2 (gross) / 2.44 (net)
BUILDING SQUARE FOOTAGE	27,858 SF
PARKING PROVIDED	122 spaces

NORTH

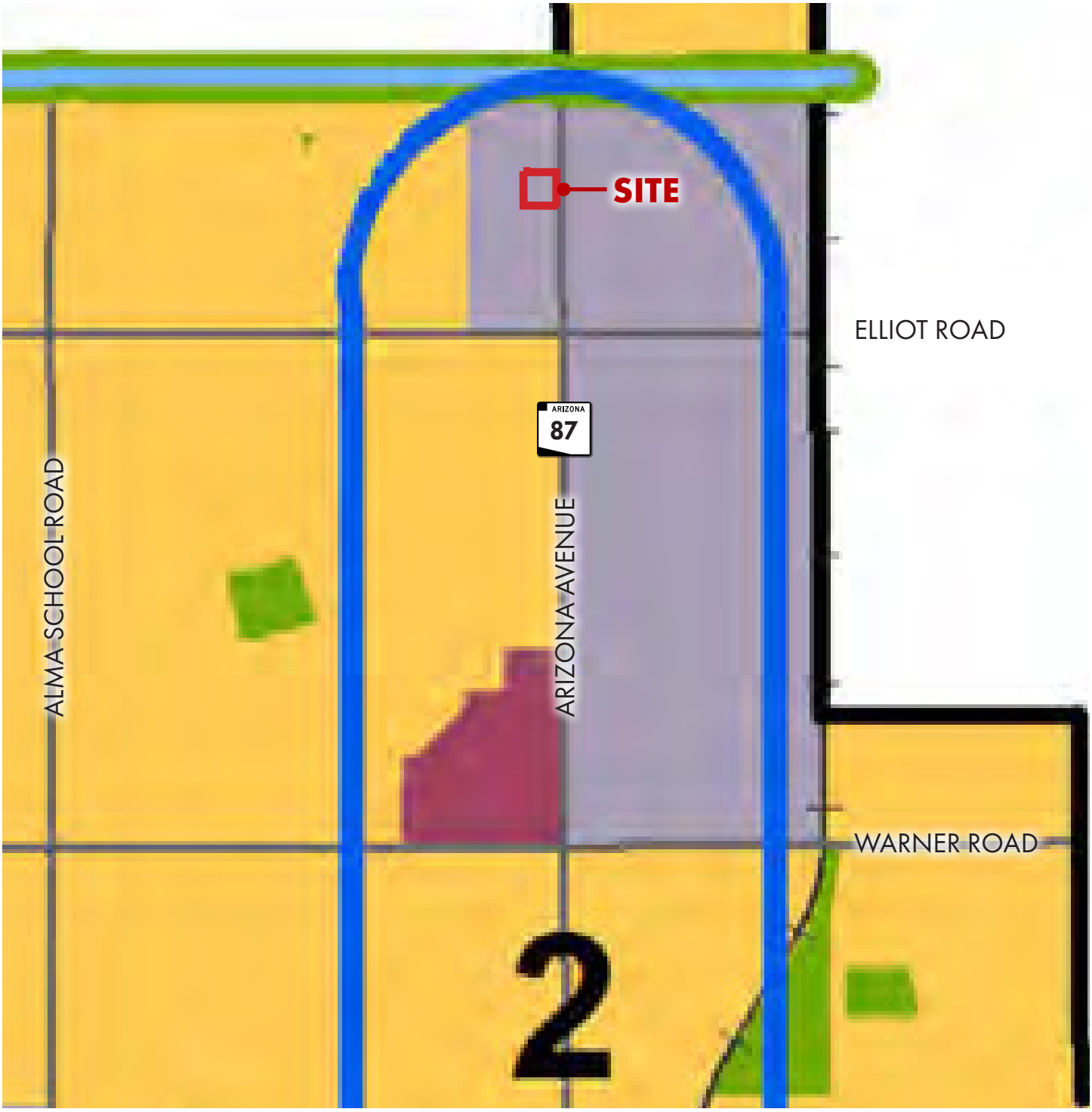
0′ 25′ 50′ 100′

SCALE: 1:50

MISSION CENTER LLC PAD | EXHIBIT 3: SITE PLAN

02/25/2021

NORRIS DESIGN
Planning | Landscape Architecture | Branding



NEIGHBORHOODS

EMPLOYMENT

REGIONAL COMMERCIAL

RECREATION/OPEN SPACE

NORTH

SCALE: NTS

MISSION CENTER LLC PAD | EXHIBIT 4: GENERAL PLAN LAND USE

02/25/2021

NORRIS DESIGN
Planning | Landscape Architecture | Branding

PARKING STUDY BY PROPOSED USE

Proposed Use	Parking Ratio[1]	Parking Required	Maximum SF Permitted	Equivalent Use Per City Parking Schedule (Section 35-1804)
General office	1:250 SF	111	N/A	General offices, nonretail, excluding call centers
	1:200 SF	139	10,000	Health club or fitness club with multiple amenities (Gymnasium, fitness center and other recreational uses offering multiple amenities such as swimming pools, ball courts, and exercise equipment)
Sports/fitness related centers and training	1:300 SF	93	N/A	Single use recreational facilities (athletic training, family recreational, or other recreational facilities specializing in a single use such as amusement centers, skating rinks, bounce gyms, party places, baseball/batting training facility, cheerleading training, dance studio, swimming, martial arts studio, yoga/pilates studio, personal training, fencing, laser tag, indoor paintball, boxing training) not hosting tournaments, exhibitions or other similar events
Showrooms	1:250 SF	111	N/A	Retail sales
Sales and design centers	1:250 SF	111	N/A	Retail sales
Teaching, instructional, and training centers	1:200 SF	139	10,000	Trade or business schools
Medical equipment suppliers	1:250 SF	111	N/A	Retail sales
Food production with some incidental sales	1:1000 SF	28	N/A	Manufacturing (1:250 SF of office space would also apply)
Repair shops	1:250 SF	111	N/A	Retail sales
Musical training	1:200 SF	139	10,000	Trade or business schools
Optical lab and services	1:1000 SF	28	N/A	Manufacturing (1:250 SF of office space would also apply)
Wholesale supply stores	1:300 SF	93	N/A	Bulky merchandise sales, nurseries, building materials, equipment rental
Rental centers	1:300 SF	93	N/A	Bulky merchandise sales, nurseries, building materials, equipment rental
Flooring services	1:250 SF	111	N/A	Retail sales
Home improvement company, upholsterer, general contractor or workman, building materials company, or sign-making company	1:250 SF	111	N/A	Retail sales
Auto restoration and specialties	3.5:1 vehicle service bay	may not exceed 34 service bays (none existing)		Motor vehicle repair
Supply stores	1:250 SF	111	N/A	Retail sales
Car rental	1:250 SF[2]	111	N/A	Motor vehicle sales and rental
Church	1:4 seats	may not exceed 488 seats		Churches

1. Calculations applied to entire building for conservative estimate.
2. Standard for office applied - there are no existing vehicle service bays.

Building Square Footage Total	27,858
Existing Parking Spaces	122

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** CC21-048

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Kristine Gay, Senior Planner
Subject: PLH20-0003/PLT20-0005 Arbor Square
Introduction and Tentative Adoption of Ordinance No. 4982
Request: Rezoning from Planned Area Development (PAD) for single-family residential to PAD Amended for single-family residential
Preliminary Development Plan approval for subdivision layout and building architecture
Preliminary Plat approval
Location: 1/2 mile east and 1/5 mile north of the intersection of Warner and Alma School roads
Applicant: Brennan Ray, Burch & Cracchiolo, P.A.

Proposed Motion:

Rezoning
Move City Council introduce and tentatively adopt Ordinance No.4982, approving PLH20-0003 Arbor Square Rezoning from Planned Area Development (PAD) for single-family residential to PAD Amended for single-family residential for a single-family neighborhood located 1/2 mile east and 1/5 mile north of the intersection of Warner and Alma School roads subject to the conditions as recommended by Planning and Zoning Commission

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH20-0003 Arbor Square for subdivision layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT20-0005 Arbor Square subject to the condition recommended by Planning and Zoning Commission.

Background Data:

Site is 2.5 acres in area and undeveloped
In 2005, the site was rezoned from AG-1 to PAD for 15 single-family homes.

Surrounding Land Use Data:

North	Alley, then Single-family	South	El Monte Place, then Single-family

East	Single-family	West	Multi-family

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	N/A

Proposed Development

		Proposal	Existing PAD/PDP
Land Use		16 Single-family homes 1,772 – 2,407 sq. ft. floor plans	15 Single-family homes 1,650 – 2,200 sq.ft. floor plans
Height		16 2-story homes Max. shown height: 26’ 2"	5 2-story homes 10 1-story homes
Minimum Proposed Yards	Front	20’ - Garage to Back of Sidewalk 10’ - Livable Space to Property Line	18’ - Garage to Back of Sidewalk 10’ - Livable Space to Property Line
	Side	5’	5’
	Rear	Northern Lots 1-5: 22’ 1” to Enclosed Living Area 14’ 7” to Covered Patio Eastern Lots 6-10: 24’ 11” to Enclosed Living Area 17’ 5” to Covered Patio Interior Lots 11-16: 8’ to Enclosed Living Area 15’ 6” to Covered Patio Western Lots: No Western Lots Proposed	Northern Lots: 10’ to Enclosed Living Area 7’ to Covered Patio Eastern Lots: 10’ to Enclosed Living Area 10’ to Covered Patio Interior Lots: 10’ to Enclosed Living Area 10 to Covered Patio Western Lots: 10’ to Building
Neighborhood Design		El Monte Place Frontage: 1.5’ knee wall – 3’ accent wall setback +/- 8’ from ROW Open Space: .2-Acre turfed retention basin 2 Seating areas Street: 5’ wide sidewalks +/- 14 On-street parking spaces All lots have 20’ deep driveways	El Monte Place Frontage: 6’ privacy wall setback 5-15’ from ROW Open Space: .2-Acre turfed retention basin 1 Shaded ramada Street: 4’ wide sidewalks 0 On-street parking spaces 2 lots without 20’ deep driveways

Architectural Design	3 plan options 12 color/elevation schemes Materials: Stucco, vertical and horizontal lap siding, board and batten, stone veneer, & concrete tile roofing Accents: Stucco trim and banding, tile, shutters, metal accent roofs, and wrought iron gable and juliet balcony features	3 plan options 9 color/elevation schemes Materials: Stucco, stone veneer, & concrete roofing Accents: Stucco trim and banding, wooden brackets on 2-story homes

Review and Recommendation

Staff finds the proposed rezoning, and preliminary development plan, and preliminary plat to align with the goals of the 2016 General Plan. The 2016 General Plan identifies the site as being located within an area designated as a future land use of “Neighborhoods,” which calls for a variety of housing types and densities.

The proposal seeks one more home than the existing PAD and the ability to build all two-story homes. The existing PAD allows for only five two-story homes. To balance this requested amendment to the existing PAD, the applicant has enhanced the site layout with the following changes:

- 14 more on-street guest parking spaces
- 1’ wider on-site sidewalks
- Deeper driveways
- Deeper perimeter lots and rear yards (approximately twice as deep as previously proposed)
- Neighborhood-facing open space and accented knee wall
- Streamlined location of SRP easement that avoids weaving between lots by running parallel to western property line
- Enhanced diversity of building materials and color schemes

Traffic Analysis

As the proposal is to add only one more single-family home, a traffic impact analysis was not required by the City Transportation Engineer.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Land Use and Zoning Code.
- To comply with CDC social distancing guidelines, the applicant hosted a digital neighborhood meeting via Zoom on December 1, 2020.
    - Seven people registered and attended the meeting.
    - Questions and moderate concern were shared regarding why two-story homes were proposed.
        - In response, the applicant clarified that there are two-story homes in the neighborhood to the east, and two-story apartment buildings to the west.
        - Based on the neighbors’ concern, the applicant increased the size of the rear yards for all perimeter lots and restricted certain perimeter lots to being developed only with Plans 3501 or 3524 which have fewer windows on the second floor.
- The day of Planning and Zoning Commission, staff received a voicemail from a resident who lives to the north of the two-story multi-family development to the west of the subject site. She opposes

anything other than single-story homes being developed on the site. As the site is currently entitled, the northwest corner of the subject site (closest to the resident) may be built with a two-story home within ten feet from the side and rear property line. This proposal will come closer to addressing the resident's concern by doubling the rear yard setback to be a minimum of twenty feet from the rear (north) lot line. Due to the revised neighborhood layout, the home will also be twenty feet from the west property line of the overall neighborhood.

- s of writing this memo, Planning staff has not received further opposition from residents regarding the proposal.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting August 4, 2021
Motion to Approve

In Favor:4 Opposed: 0

Commissioners sought that the left elevation of floor plan 3522 be aesthetically enhanced. The applicant provided marked up revisions showing an additional large window with shutters, a door, and horizontal banding. Commissioners included this revision in their vote to approve and it is included in the attachments.

Recommended Conditions of Approval

Planning staff finds the proposal to be consistent with the General Plan and Planning and Zoning Commission recommend approval of the rezoning from Planned Area Development (PAD) for single-family residential to PAD Amended for single-family residential subject to the following conditions:

1. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet entitled “Arbor Square” and kept on file in the City of Chandler Planning Division in File No. PLH20-0003, 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. Minimum setbacks shall be as follows:

Front	20’ - Face of garage door to back of sidewalk 10’ - Livable space to property line*
Side	5’
Rear*	Northern Lots 1-5: 20’ to Enclosed Living Area 12’ to Covered Patio Eastern Lots 6-10: 20’ to Enclosed Living Area 12’ to Covered Patio Interior Lots 11-16: 15’ to Enclosed Living Area 8’ to Covered Patio
*Where unforeseen and non-self-imposed issues may arise as part of initial site development, the Planning Administrator may administratively allow for up to a two-foot reduction to the stipulated setback.	

3. 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.
4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
5. 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.
6. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
7. The covenants, conditions, and restrictions (CC&R's) to be filed and recorded with the subdivision shall mandate the installation of front and rear yard landscaping within 180 days from the date of occupancy with the homeowners' association responsible for monitoring and enforcement of this requirement, and shall require the following:

a. Front yard landscaping shall include a minimum of two trees and shall be substantially as shown in "Exhibit N, Typical Front Yards," as included in the Development Booklet.

b. Perimeter lots 1-10 shall have a minimum of one tree planted in the rear yard. Said tree shall be a species that typically grows to at least 20 feet in height at maturity and that provides sufficient canopy coverage and foliage to provide partial screening to adjacent properties.

Preliminary Development Plan
Planning staff finds the proposal to be consistent with the General Plan and Planning and Zoning Commission recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet, entitled, "Arbor Square" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0003, 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. Homes shall not exceed 30 feet in height as measured to the top of the ridge.
3. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.
4. Fifty percent of the trees planted along El Monte Place shall be a minimum of 36-inch box and 12-feet in height at the time of planting.
5. All mechanical equipment shall be fully screened on all sides. Said screening shall be architecturally integrated with the building or fully screened by a privacy wall.
6. The same elevation shall not be built side-by-side or directly across the street from one another.
7. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Preliminary Plat
Planning and Zoning Commission recommend approval of the Preliminary Plat, subject to the following condition:
1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

Attachments

Ordinance No. 4982
Vicinity Maps

Development Booklet
Preliminary Plat
Exhibits from Existing PAD/PDP for Reference

ORDINANCE NO. 4982

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM PLANNED AREA DEVELOPMENT (PAD) FOR SINGLE-FAMILY RESIDENTIAL TO PAD AMENDED FOR SINGLE-FAMILY RESIDENTIAL AS SHOWN IN CASE PLH20-0003 (ARBOR SQUARE) LOCATED ½ MILE EAST AND 1/5 MILE NORTH OF THE INTERSECTION OF WARNER AND ALMA SCHOOL 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 the time, place, and date of public hearing; and

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

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said property is hereby rezoned from Planned Area Development (PAD) for single-family residential to PAD Amended for single-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet entitled "Arbor Square" and kept on file in the City of Chandler Planning Division in File No. PLH20-0003, 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. Minimum setbacks shall be as follows:

Front	20' - Face of garage door to back of sidewalk

	10’ - Livable space to property line*
Side	5’
Rear*	Northern Lots 1-5: 20’ to Enclosed Living Area 12’ to Covered Patio Eastern Lots 6-10: 20’ to Enclosed Living Area 12’ to Covered Patio Interior Lots 11-16: 15’ to Enclosed Living Area 8’ to Covered Patio
*Where unforeseen and non-self-imposed issues may arise as part of initial site development, the Planning Administrator may administratively allow for up to a two-foot reduction to the stipulated setback.	

3. 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.

4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

5. 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.

6. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners’ association.

7. The covenants, conditions, and restrictions (CC&R’s) to be filed and recorded with the subdivision shall mandate the installation of front and rear yard landscaping within 180 days from the date of occupancy with the homeowners’ association responsible for monitoring and enforcement of this requirement, and shall require the following:

    a. Front yard landscaping shall include a minimum of two trees and shall be substantially as shown in “Exhibit N, Typical Front Yards,” as included in the Development Booklet.

    b. Perimeter lots 1-10 shall have a minimum of one tree planted in the rear yard. Said tree shall be a species that typically grows to at least 20 feet in height at

maturity and that provides sufficient canopy coverage and foliage to provide partial screening to adjacent properties.

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. 4982 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

EXHIBIT "A"
Page 1 of 2

Parcel No. 1:

That part of the Southwest quarter of the Southeast quarter of Section 16, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 16;

Thence South 89 degrees 56 minutes 40 seconds East, 331.11 feet to a point;

Thence North 00 degrees 00 minutes 49 seconds East, 1014.99 feet to the Point of Beginning;

Thence continuing North 00 degrees 00 minutes 49 seconds East, 315.01 feet to a point;

Thence North 89 degrees 52 minutes 20 seconds West, 331.47 feet to a point;

Thence South 00 degrees 00 minutes 00 seconds East, 332.63 feet to a point;

Thence South 89 degrees 52 minutes 40 seconds East 0.05 feet to a point of curvature of a curve to the left having a radius of 2834.79 feet and a central angle of 04 degrees 42 minutes 05 seconds;

Thence continuing Easterly along the arc of said curve, a distance of 232.61 feet to a point of tangency;

Thence North 85 degrees 28 minutes 35 seconds East, 99.23 feet to the Point of Beginning.

Parcel No. 2:

That part of the Southeast quarter of the Southwest quarter of Section 16, Township 1 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, lying within the following described parcel;

Commencing at the Northeast corner of lot 20 of Paseo Villas, a subdivision recoded in Book 281 of Maps, Page 7, Maricopa county, Arizona records, said point being the True Point of Beginning per Final Act of Condemnation recorded in Document No. 1998-0033967, Maricopa County Records;

Thence, North 00 degrees 12 minutes 42 seconds East, a distance of 51.00 feet;

Thence, South 85 degrees 51 minutes 50 seconds East, a distance of 300.00 feet;

Thence South 89 degrees 52 minutes 40 seconds East, a distance of 178.67 feet to a point on the projected East line of Lot 14, Suntech Business Park of Chandler Amended Plat, as recorded in Book 286 of Maps, Page 45, Maricopa County Records, said point being the Point of Beginning;

EXHIBIT "A"
Page 2 of 2

Thence North 00 degrees 00 minutes 00 seconds East along said East line, being the East line of the Southeast quarter of the Southwest quarter of said Section 16, as shown on said Suntech Business Park of Chandler Amended Plat, a distance of 30.00 feet to the Southwest corner of that parcel described in Document No. 2005-1492431, Maricopa County Records;

Thence Easterly along the South line of said parcel described in Document No. 2005-1492431, South 89 degrees 52 minutes 40 seconds East, a distance of 0.02 feet to a point of curvature (poc) of a curve concave Northerly having a radius of 2834.79 and a central angle of 04 degrees 42 minutes 05 seconds;

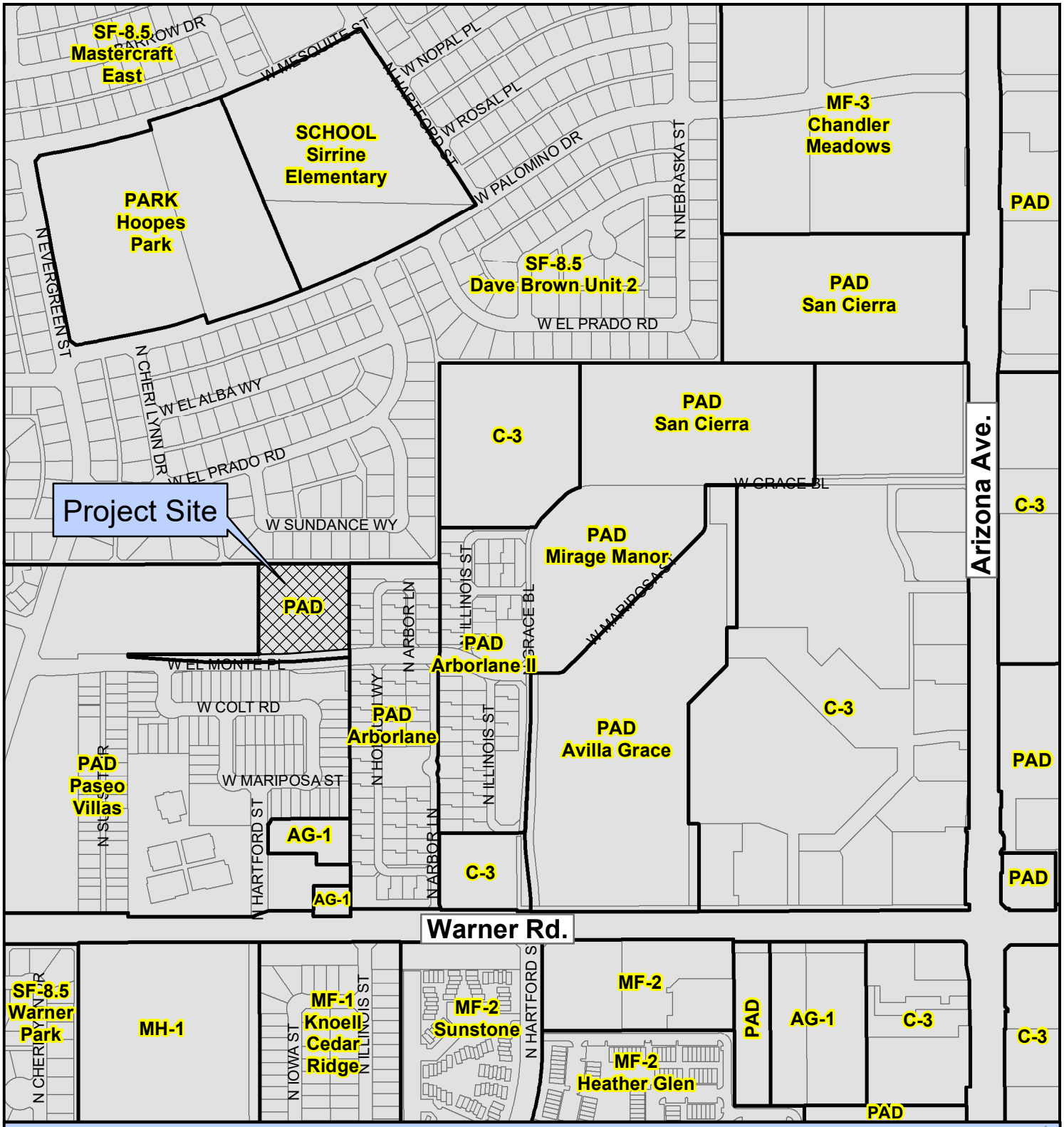
Thence Easterly along the arc of said curve, a distance of 232.61 feet to a point of tangency;

Thence, North 85 degrees 25 minutes 15 seconds East, a distance of 99.32 feet to a point on the West line of the Final Plat for Arbor Lane as recorded in Book 595 of Maps, Page 31, Maricopa County Records, said line being the West line of the East half of the West half of the Southwest quarter of the Southeast quarter as shown on said Final Plat for Arbor Lane said point also being the Southeast corner of that parcel described in Document No. 2005-1492431, Maricopa County Records;

Thence, South 00 degrees 00 minutes 49 seconds West along said West line, a distance of 30.01 feet to the North line of the property described in the Final Act of Condemnation recorded in Document No. 1998-0033967;

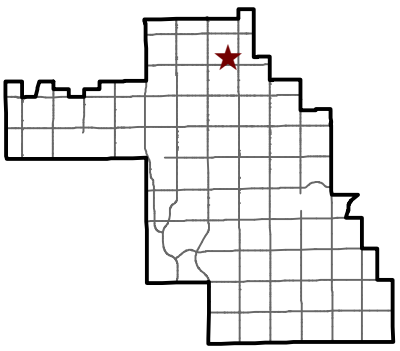
Thence, South 85 degrees 25 minutes 15 seconds West along said North line, a distance of 96.91 feet to the beginning of a curve to the right concentric and parallel to the last described curve and having a radius of 2864.79 feet and a central angle of 04 degrees 42 minutes 02 seconds;

Thence continuing Westerly along said North line and the arc of said curve, a distance of 235.03 feet to the Point of Beginning.



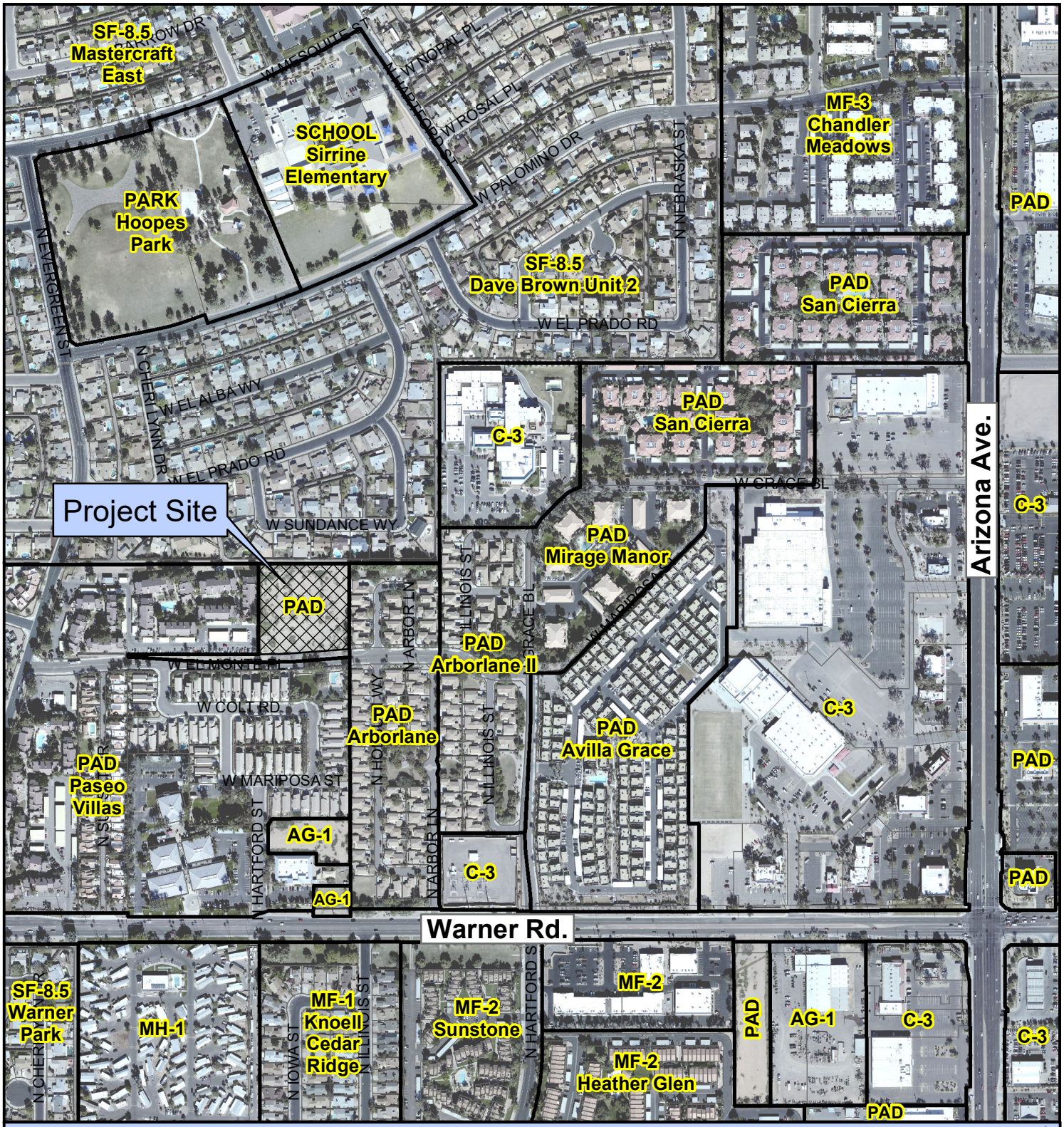
PLH20-0003/PLT20-0005 Arbor Square

Proposed Project Details
REZONE/PDP/PRE-PLAT
Approx. 2.5 Net Acres
16 Single-Family Dwellings
6.45 Dwelling units per acre



Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH20-0003/PLT20-0005 Arbor Square

Proposed Project Details
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Approx. 2.5 Net Acres
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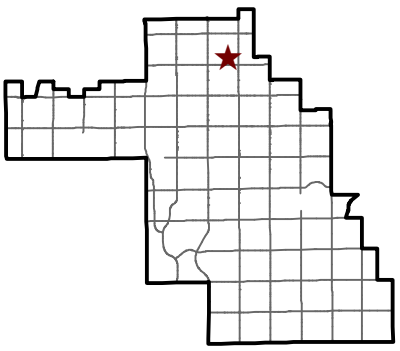

Chandler Arizona
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City of Chandler Planning Division
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For more information visit:
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ARBOR SQUARE

A RESIDENTIAL PURSUITS INVESTMENT

PAD Amendment,

Rezoning with Preliminary Development Plan & Preliminary Plat

PLH:20-003

MAY 2021

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PROJECT INFORMATION:

Project Location:	Warner Road and Holguin Way
Request:	Approval of PAD Amendment, Preliminary Development Plan (PDP) & Preliminary Plat (PPT) PLH Case No. PLH20-0003
General Plan Designation:	Residential
Zoning:	Planned Area Development (PAD)
Existing Use:	Vacant
Gross Area	2.7097 Ac.
Net Area:	2.4802 Ac.
Maximum Proposed Dwelling Units:	16 Du.
Maximum Proposed Density:	5.90 Du./Ac.
Open Space:	.4783 Ac. (19.28% of Net)

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Introduction

Residential Pursuits Investments, LLC (RPI) is excited to bring Arbor Square, a new single-family development in the City of Chandler located North of Warner Road East of Alma School Road. Arbor Square is relatively unique to the region, and was developed through RPI's creative research and development process. RPI intends for Arbor Square (the "Site") development to become a point of pride within the City and to the current and future residents, offering architecturally distinct housing choices and opportunity themed open spaces. (See **Exhibit A: Vicinity Map**).

Arbor Square is a proposed residential development of approximately 2.7 gross (2.48 net) acres, nestled between existing developments. The Site is an undeveloped parcel of land within a neighborhood known as Amberwood II. The "Site" proximity to shopping, employment, freeway access, and award-winning schools allows for the creation of a unique environment that responds to the housing needs of the surrounding area. Arbor Square is anticipated to have 16 residences of single-family detached housing types on a minimum 45 'x 75' lots size, for an overall density of approximately 5.90 du/ac.

RPI believes this Site is an appropriate location to build this unique housing product and community. RPI, a private equity firm that is continuing to build upon its reputation throughout the United States for the selecting, constructing and marketing of housing products within infill locations. Arbor Square is compatible with the surrounding neighborhoods with it's proposed Spanish Colonial, Modern Ranch, Desert Modern, and Farmhouse architectural characteristics. The quality and proposed aesthetics of Arbor Square reflects RPI's commitment to community design and development.

Background

Under the City of Chandler's General Plan, the Site is designated as Neighborhoods and is currently zoned PAD. Additionally, the immediate area has also developed a variety of residential densities and housing products. Arbor Square meets the objectives of the City's General Plan, and demonstrates compatibility between new development and existing neighborhoods by incorporating a compatible lot size and product type.

In order to develop this challenging infill parcel, Residential Pursuits Investments, LLC (RPI) requests:

- The Site be zoned Planned Area Development (PAD) for Residential;
- Approval of the Preliminary Development Plan (PDP); and
- Approval of the Preliminary Plat (PPT)

Much of the immediate area is established with a variety of single-family residential densities generally built between 1970 and 1999 with a few between year 2000 and the present. The Site's development as a residential neighborhood is consistent with the General Plan land use designation of Neighborhoods. Currently, there is large regional commercial developments just .3 miles west and .4 miles southeast of the Site. These developments, along with a number of major employment entities in the area, support the proposed single family residential development and zoning designation.

The proposed development also incorporates a different product type of a similar but varied density to the surrounding area, which creates a diverse housing market without introducing a development so different as to be inappropriate or incompatible with the existing neighborhoods. The proposed architectural style and enhanced landscape elements will bring aesthetic diversity to the area with a unique yet authentic character.

Planned Area Development

The Site is currently zoned PAD as a part of the Amberwood North II / Casa Linda Neighborhood. RPI is requesting the Site be zoned PAD Residential as an example of New Urban Design. Arbor Square will employ design standards that create an appealing modern, yet traditional and intimate neighborhood by utilizing desirable architectural features and complementary theming details throughout the community.

The proposed Development Plan will establish a prominent and accessible community, with an intimate and amenable atmosphere. (See **Exhibit B: Development Plan** and **Exhibit C: Landscape Plan**). Arbor Square will include a total of 16 lots, at a net density of approximately 5.90 dwelling units per acre. The layout has been designed to be sensitive to the existing single-family developments. There is a minimum 25-foot open space buffer along the south edge of the site and 22-feet to the west. Through our discussions with staff we have decided it is in the best interest of Arbor Square to limit the lots on the North and East side of the community that Plan 3522 can be built on. This is reflected in **Exhibit B: Development Plan** showing the lots Plan 3522 will be restricted to The Site plan provides approximately 17% open space as part of the total development's net acreage. (See **Exhibit E: Open Space Plan**). The open space has been appropriately located on the Site to provide efficient retention as well as visual relief across the development. A centralized, 0.20-acre community amenity area is prominently featured within the community. (See **Exhibit F: Amenity Plan**). This amenity area will be easily accessible to all of the residents of Arbor Square, supporting recreational activity and social interaction. The amenity area will complement the architectural style of the homes, and the landscape accents will incorporate desert material and natural colors. The amenity area will feature open space turf and a shaded seating area. Five-foot attached internal sidewalks encourage pedestrian connectivity and provide an active street scene. (See **Exhibit G: Pedestrian Circulation Plan**).

The landscape theming of Arbor Square will feature Modern Desert design elements and motifs which will help reflect the community's distinct style while maintaining an aesthetic balance with the surrounding area. The design of the perimeter walls reflects the quality and character of the community. Also, the community mailbox cluster matching the specific theme wall design will be located near the amenity area. (See **Exhibit H: Wall Plan** and **Exhibit I: Wall Details**). The alignment of the entrances, shaped like bases of a square arbor, is ideal based on the constraints of the site and traffic patterns. One of the community entrances will include an entry signage monument adjacent to the central amenity area with metal pin steel lettering. This entrance and the signage will be accentuated with enhanced ornamental desert plantings organized in formal massing and patterns. (**Exhibit J: Entry Details** and **Exhibit K: Screen Wall Details**).

Housing Product

The architecture and character of the housing product for Arbor Square will provide quality housing choices throughout the community. You may refer to **Exhibit O: Concept Elevations** and **Exhibit P: Color Schemes & Materials**. The architectural character and elements throughout the development, is an original genre known as Modern Desert. Modern Desert character incorporates differing architectural styles found across the southwest from Texas to Southern California and fuses them together with a southwest twist. This genre involves a composite of traditional farmhouse and/or ranch style architecture, modern geometry and building masses, utilizing varied materials and colors. Identifiable elements and characteristics of this style include the following:

- Gabled roofing that accentuates concrete 'S' and horizontal roof tiling
- Various methods of shading and building accents
- Refined modern forms and geometry
- Emphasis on balanced vertical and horizontal lines
- Asymmetry
- Incorporation of indoor/outdoor spaces
- Decorative tile
- An eclectic application of natural materials such as metal, stone and concrete blended with desert color inspired stucco and glass paneling.

The proposed single-family detached product creates a visually pleasing street scene. The floor plans offer two-story homes with two- and three-car parking driveways and two-car garages. The front elevations offer a combination of front loaded garages, font livable architecture, porches, and recessed entries which all assist in providing articulation between the front setbacks and living spaces. The overall concept provides marketable traditional singe-family detached homes to a wide range of home buyers. Some key product features include:

- Functional and open floor plans
- Covered patios create outdoor living area
- Two-car garages provide ample parking and storage
- Modern Desert architectural style reflecting the theme of the community
- Flexible living spaces provide alternative living arrangements for different buyer profile

Proposed Development Standards

The following development standards are proposed for Arbor Square:

Single Family Detached	
STANDARDS (SETBACKS SHOWN ARE MINIMUM REQUIREMENTS)	
Lot area, min (sq. ft.)	3,373 sf. per lot
Lot dimension, min. (ft.)	45' x 75'
Lot coverage, max. (%)	30% (1027 sf. 1st Story)
SETBACKS (SETBACKS SHOWN ARE MEASURED FROM PROPERTY LINE TO BUILDING FOUNDATION, UNLESS OTHERWISE STATED)	
Front Setbacks (ft.)	Minimum 20' from back of sidewalk to front facing garages Minimum 10' from face of house * See **Exhibit L- : Residential Architecture - Lot Fit Diagrams** for clarification
Side Setbacks, min. (ft.) (1)	5' non-attached side to primary structure or for detached structure 5' street side (adjacent to 10' tract)
Rear Setbacks, min. (ft.) (4) **The staff-recommended stipulations show adjusted minimum setbacks to reflect specific lots and covered patios vs. livable space, and to align with lot fit exhibits**	Minimum 10' Single story 15' Two story
BUILDING STANDARDS	
Building height, max (ft.)	2-stories, 30'
NOTES:	
(1) A minimum of a ten-foot (10') wide landscape tract shall be installed along lots siding onto residential streets. The tract shall be located between the street right-of-way and the side lot line of the adjacent lot. (2) Encroachments into building setbacks include architectural embellishments, bay windows, fire places, roof overhangs, and those allowed by city 'Zoning Code' or 'Building Code'. (3) Two-foot (2') encroachments are allowed on corner lot Sight Visibility Triangles. (4) Floor Plan 3524 encroaches at an eight-foot (8') rear setback from the covered patio to the property line on interior lots 11-16. You may refer to Exhibit L: Lot Fit Diagrams page 22.	

(See **Exhibit L: Lot Fit Diagrams, Exhibit M: Floor & Roof Plans,**

and **Exhibit O: Concept Elevations**)

Parking & Refuse

Arbor Square incorporates planning and design elements that provide proper parking and access for management. Parking is available throughout the development through parallel parking along internal circulation routes, as well as two garage spaces per unit, and driveway parking. The need for guest parking is anticipated to be a minimum of one guest space per every two units, with the development having an average of one to two guest spaces per unit. In addition to providing adequate parking, the layout of the community gives residents the ability to properly locate their trash receptacles allowing waste management services to collect them efficiently and with ease. (See **Exhibit Q: Street Sections** and **Exhibit R: Parking & Trash Location Plan**).

Preliminary Plat

See **Exhibit S: Preliminary Plat**.

Grading and Drainage

There are no off-site flows that historically pass through the project site. The adjacent off-site streets and internal on-site streets will convey storm water to multiple surface retention basins. (See **Exhibit T: Preliminary Grading & Drainage Plan**).

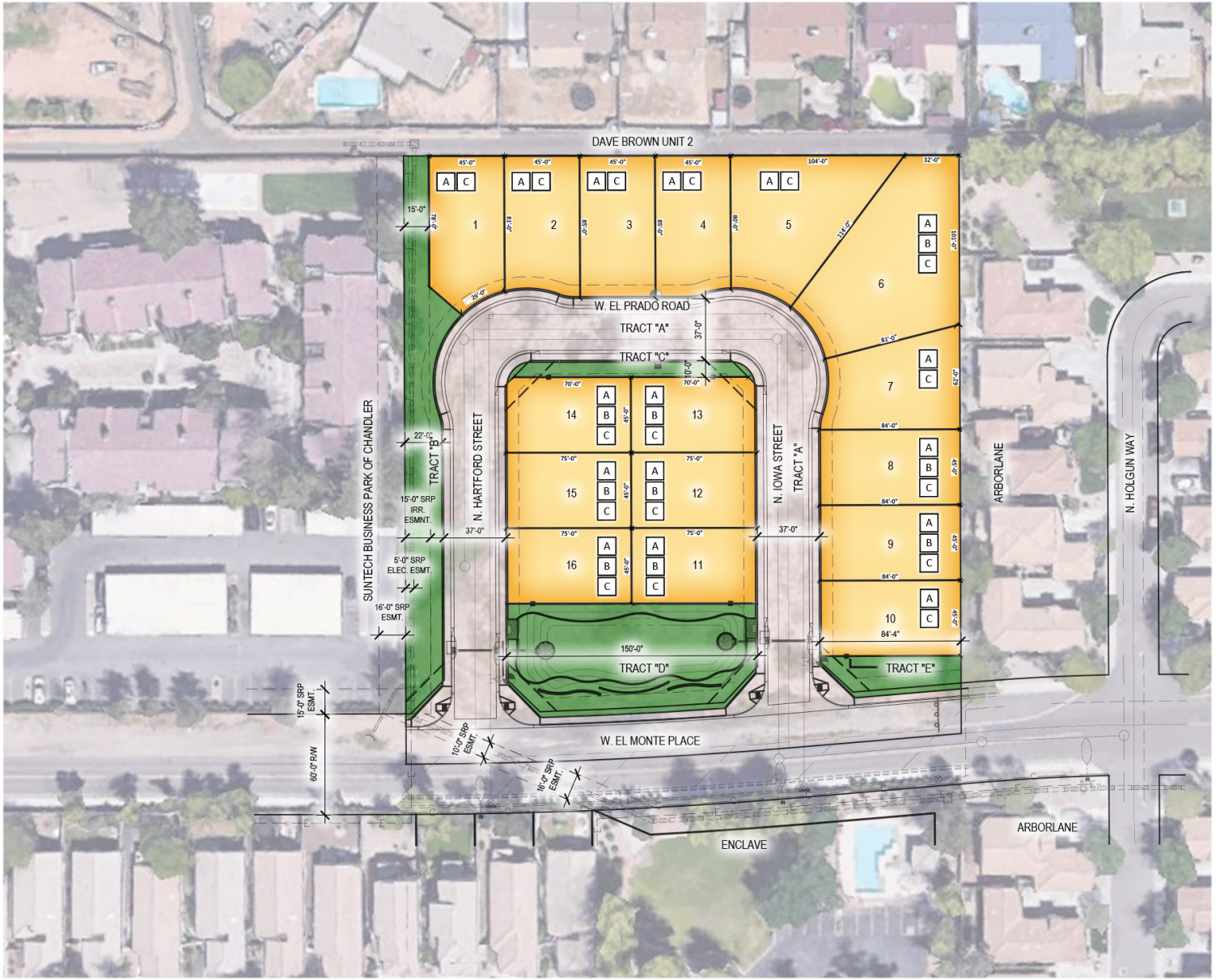
Conclusion

Arbor Square makes good sense on this challenging infill site. The proposed PAD, and PDP meet the goals of the City by providing a community that is visually attractive. Arbor Square satisfies the goals of the General Plan and the Area Plan by providing varied housing that will provide additional support to the existing retail and employment uses in the area. The proposed amenity will help to create a close community by providing place for families, friends and neighbors to gather together. Pedestrian connectivity throughout the development reinforces a desirable lifestyle and embraces place-making principles. The architectural design, landscaped open space, and engaging thematic elements that reflect the aviation heritage of the area assure that Arbor Square will be a valuable asset to the City and immediate area. We request your approval.

Residential Pursuits Investments, LLC

EXHIBIT A: VICINITY MAP

EXHIBIT B: DEVELOPMENT PLAN



SITE DATA		
GROSS ACREAGE	2.71 Ac.	
GROSS DENSITY	5.90 D.U./Ac.	
NET ACREAGE	2.48 Ac.	
NET DENSITY	6.45 D.U./Ac.	
45'x75' MIN. LOT	16 D.U.	
OPEN SPACE*	0.42 Ac.	16.99%

* As a percentage of net acreage.

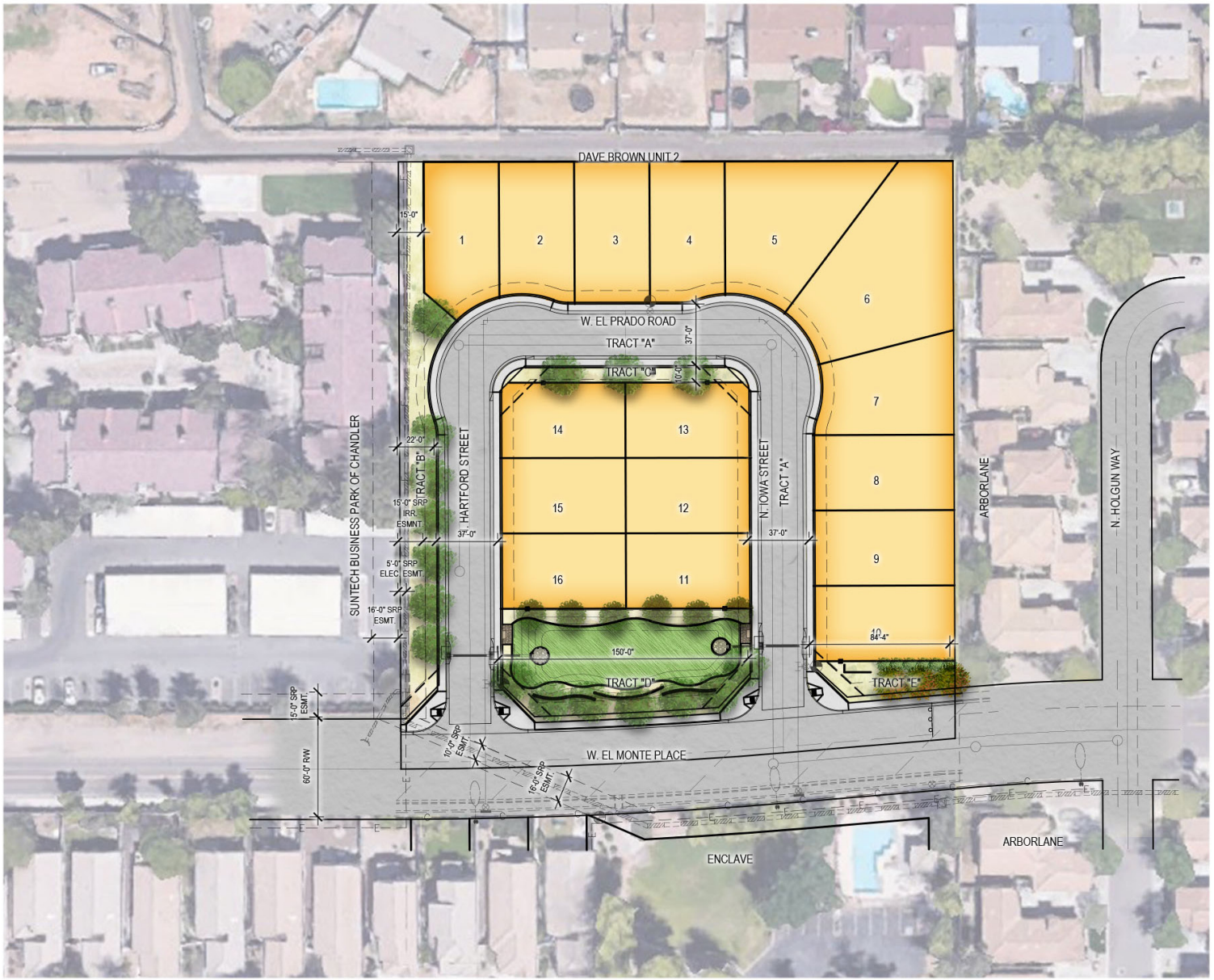
NOTE:
PLEASE REFER TO EXHIBIT L: LOT FIT DIAGRAMS FOR MORE INFORMATION ON THE MINIMUM 45'x75' TYPICAL LOTS WITH EXTENDED SETBACKS FOR BUFFERING ON PERIMETER LOTS.

PLOT PLAN LEGEND

SYMBOL	PLAN
A	3501
B	3522
C	3524

PLAN SCALE 1:60

N



PLANT MATERIALS LEGEND

Trees	Single/Multi	Quantity
Pistacia chinensis Chinese Pistache	Single	
Pinus eldarica Mondel Pine	Single	
Ulmus parvifolia Evergreen Elm	Single	
Extra Large Shrubs	**Size**	**Quantity**
Pistacia lentiscus Mastic	6' Min. 15 gal.Multi	
Vauquelinia California Arizona Rosewood	15 gal.	
Large Shrubs	**Size**	**Quantity**
Leucophyllum langmaniae 'Rio Bravo' Rio Bravo Sage	5 gal.	
Medium Shrubs	**Size**	**Quantity**
Eremophila glabra spp. caranosa Winter Blaze	5 gal.	
Nerium oleander 'Little Red' Oleander 'Little Red'	5 gal.	
Small Shrubs	**Size**	**Quantity**
Callistemon viminalis 'Little John' Little John Bottle Brush	5 gal.	
Myrtus communis 'compacta' Dwarf Myrtle	5 gal.	
Groundcovers	**Size**	**Quantity**
Bougainvillea 'Oo-La-La' Oo-La-La Bougainvillea	5 gal	
Eremophila prostrata 'Outback Sunrise' Outback Sunrise Eremophila	1 gal	
Lantana montevidensis Purple Trailing Lantana	1 gal.	
Rosmarinus officinalis 'Prostratus' Trailing Rosemary	1 gal.	
Cacti/ Accents	**Size**	**Quantity**
Agave weberi Weber's Agave	5 gal.	
Bouteloua gracilis Blond Ambition	1 gal	
Hesperaloe parviflora 'Brakelights' Red Yucca	3 gal	
Yucca pallida Pale Leaf Yucca	5 gal	
Vines	**Size**	**Quantity**
Rosa banksiae Lady Bank's Rose	5 Gal.	

Root Barrier

NOTES:

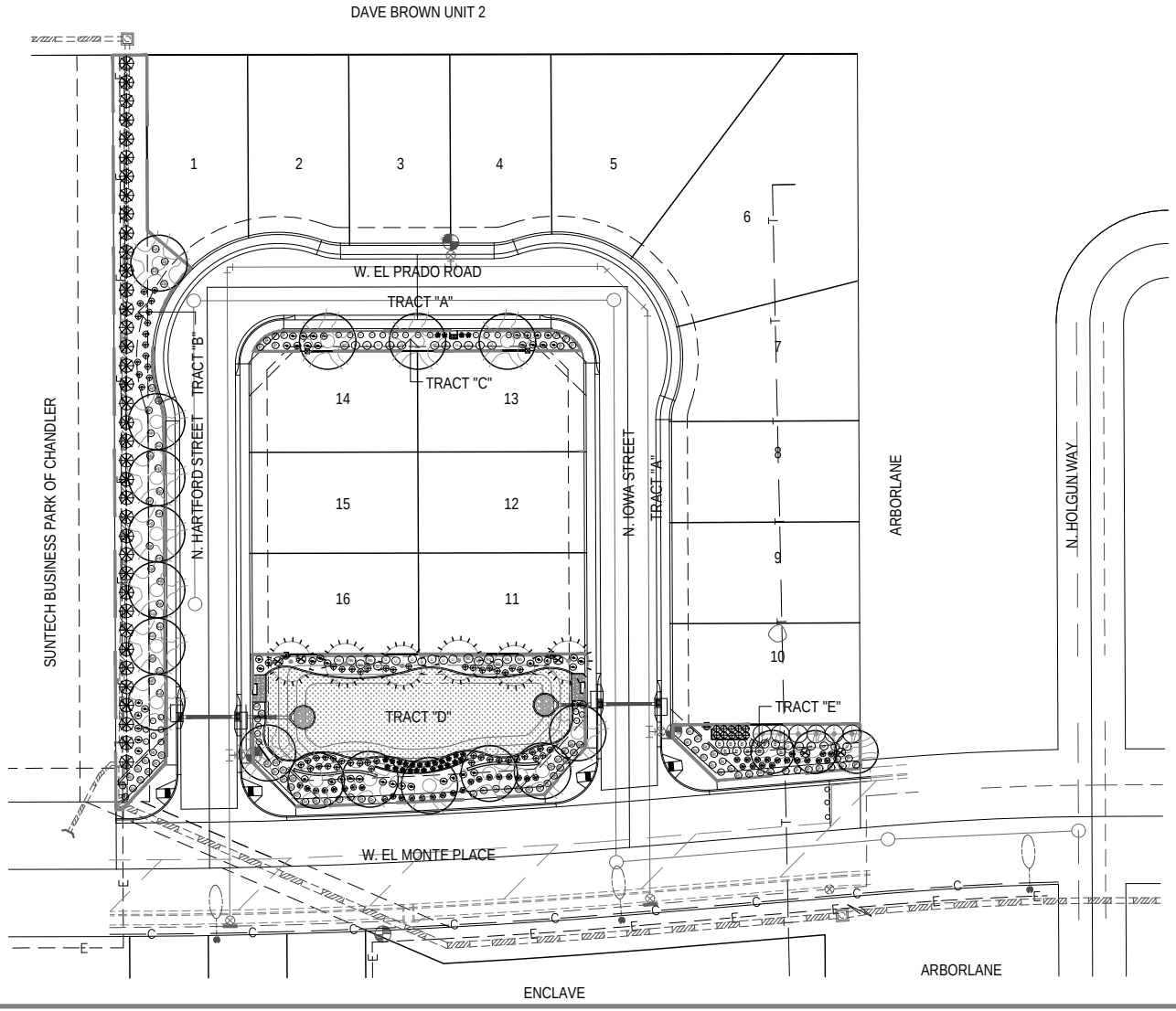
1. ALL TREES SHALL COMPLY WITH THE LATEST AMENDED EDITION OF THE "ARIZONA NURSERY ASSOCIATION - RECOMMENDED TREE SPECIFICATIONS". SEE SECTION 1903(6)(A), ZONING CODE.
2. ALL PLANT MATERIAL SHALL RECEIVE 100% IRRIGATION COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM.
3. ALL PLANT MATERIAL USED IN PUBLIC RIGHT-OF-WAY SHALL BE IN COMPLIANCE WITH THE AZ DEPT. OF WATER RESOURCES LOW WATER USE PLANT LIST.
4. MAINTAIN A MINIMUM OF THREE FOOT (3') ACCESS TO AND CLEARANCE AROUND ALL FIRE HYDRANTS PER MAG STANDARDS DETAIL 362.
5. THERE ARE NO ELECTRICAL TRANSFORMERS ON THIS SITE.
6. TREES SHALL BE LOCATED TO AVOID CONFLICT WITH UNDERGROUND UTILITIES AND LIGHT POLES.
7. THERE ARE NO FIRE LANE BACK FLOW PREVENTERS ON THIS SITE.
8. THERE IS NO EXISTING PLANT MATERIAL ON THIS SITE.

PLAN SCALE 1:60

EXHIBIT C: OVERALL LANDSCAPE PLAN

N

EXHIBIT D: LPLANTING PLAN



PLANT MATERIALS LEGEND

Trees	Single/Multi	Quantity
Pistacia chinensis Chinese Pistache	Single	
Pinus eldarica Mondel Pine	Single	
Ulmus parvifolia Evergreen Elm	Single	
Extra Large Shrubs	**Size**	**Quantity**
Pistacia lentiscus Mastic	6' Min. 15 gal.	Multi
Vauquelinia Californica Arizona Rosewood	15 gal.	
Large Shrubs	**Size**	**Quantity**
Leucophyllum langmaniae 'Rio Bravo' Rio Bravo Sage	5 gal.	
Medium Shrubs	**Size**	**Quantity**
Eremophila glabra spp. caranosa, Winter Blaze	5 gal.	
Nerium oleander 'Little Red' Oleander 'Little Red'	5 gal.	
Small Shrubs	**Size**	**Quantity**
Callistemon viminalis 'Little John' Little John Bottle Brush	5 gal.	
Myrtus communis 'compacta' Dwarf Myrtle	5 gal.	
Groundcovers	**Size**	**Quantity**
Bougainvillea 'Oo-La-La' Oo-La-La Bougainvillea	5 gal	
Eremophila prostrata 'Outback Sunrise' Outback Sunrise Eremophila	1 gal	
Lantana montevidensis Purple Trailing Lantana	1 gal.	
Rosmarinus officinalis 'Prostratus' Trailing Rosemary	1 gal.	
Cacti/ Accents	**Size**	**Quantity**
Agave weberi Weber's Agave	5 gal.	
Bouteloua gracilis Blond Ambition	1 gal	
Hesperaloe parviflora 'Brakelights' Red Yucca	3 gal	
Yucca pallida Pale Leaf Yucca	5 gal	
Vines	**Size**	**Quantity**
Rosa banksiae Lady Bank's Rose	5 Gal.	

Root Barrier

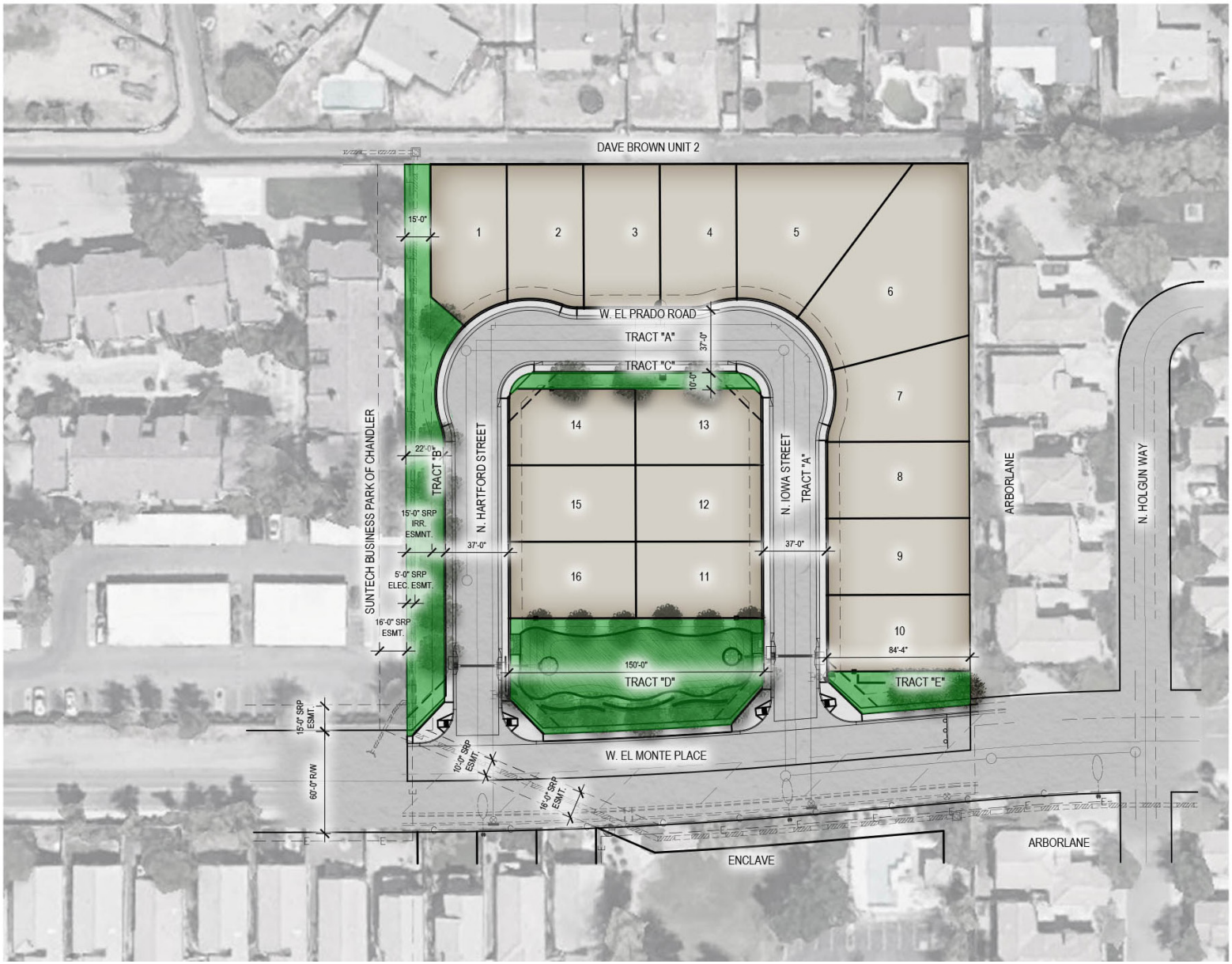
NOTES:

1. ALL TREES SHALL COMPLY WITH THE LATEST AMENDED EDITION OF THE "ARIZONA NURSERY ASSOCIATION - RECOMMENDED TREE SPECIFICATIONS". SEE SECTION 1903(6)(A), ZONING CODE.
2. ALL PLANT MATERIAL SHALL RECEIVE 100% IRRIGATION COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM.
3. ALL PLANT MATERIAL USED IN PUBLIC RIGHT-OF-WAY SHALL BE IN COMPLIANCE WITH THE AZ DEPT. OF WATER RESOURCES LOW WATER USE PLANT LIST.
4. MAINTAIN A MINIMUM OF THREE FOOT (3') ACCESS TO AND CLEARANCE AROUND ALL FIRE HYDRANTS PER MAG STANDARDS DETAIL 362.
5. THERE ARE NO ELECTRICAL TRANSFORMERS ON THIS SITE.
6. TREES SHALL BE LOCATED TO AVOID CONFLICT WITH UNDERGROUND UTILITIES AND LIGHT POLES.
7. THERE ARE NO FIRE LANE BACK FLOW PREVENTERS ON THIS SITE.
8. THERE IS NO EXISTING PLANT MATERIAL ON THIS SITE.

PLAN SCALE 1:60

N

EXHIBIT E: OPEN SPACE PLAN



OPEN SPACE DATA	
NET ACREAGE	2.48 Ac.
OPEN SPACE	0.42148 (18360 s.f.)
PERCENTAGE*	16.99%
AMENITY	0.20 Ac.

* As a percentage of net acreage.

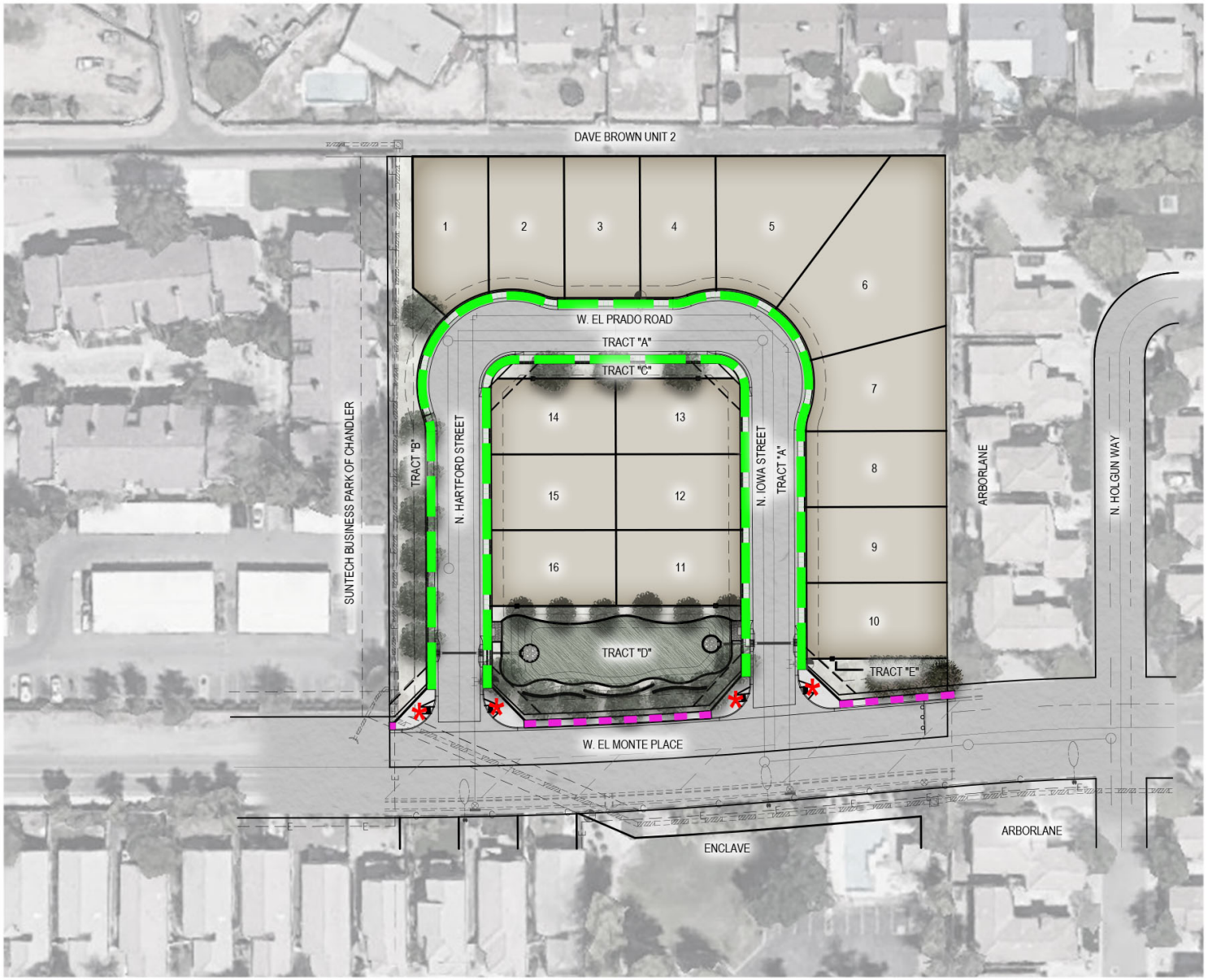
PLAN SCALE 1:60

N

EXHIBIT F: AMENITY PLAN

PLAN SCALE 1:20

N



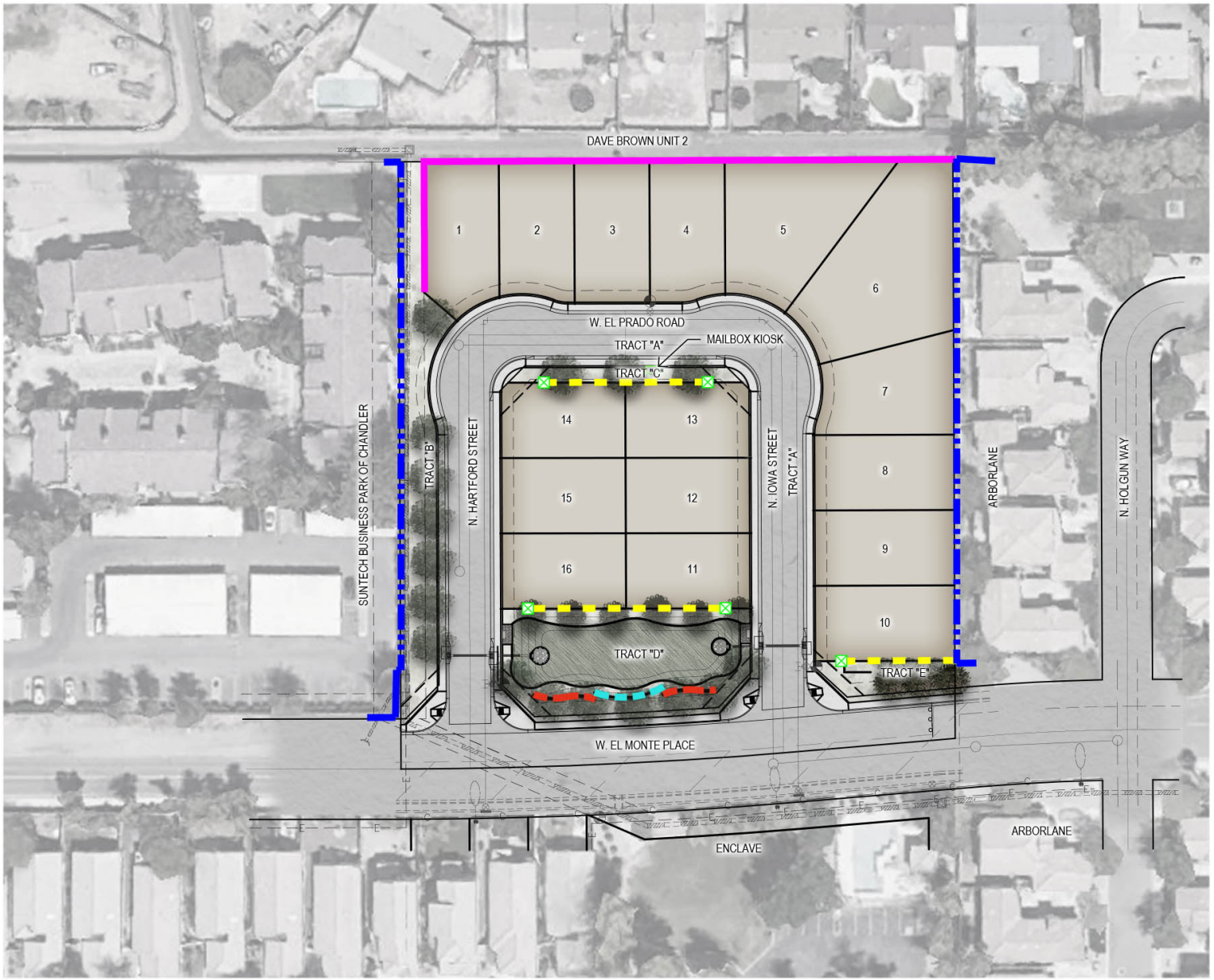
PEDESTRIAN CIRCULATION LEGEND

SYMBOL	DESCRIPTION
	4' SIDEWALK
	5' SIDEWALK
*	SIDEWALK RAMP

EXHIBIT G: PEDESTRIAN CIRCULATION PLAN

PLAN SCALE 1:60

EXHIBIT H: WALL PLAN

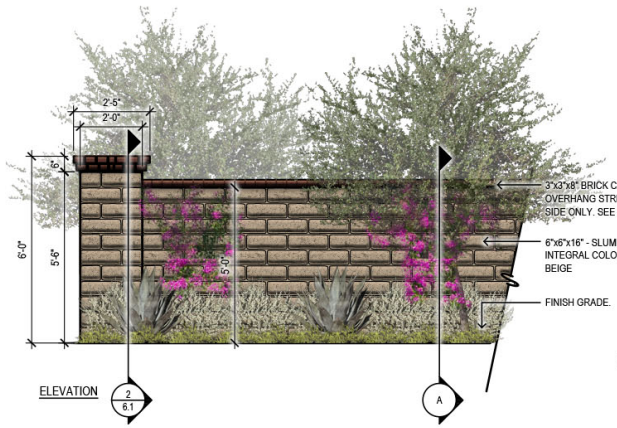


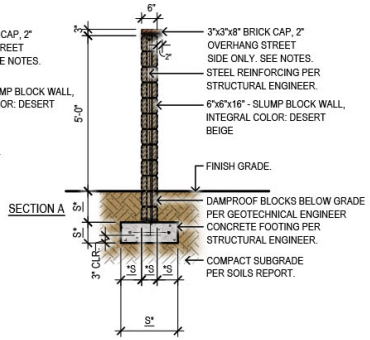
WALL LEGEND

SYMBOL	DESCRIPTION	QTY.	DTL.
	BUILDER WALL	395 LF	DTL 3, SHEET 14
	THEME WALL	325 LF	DTL 1, SHEET 14
	EXISTING BUILDER WALL TO REMAIN		
	SEAT WALL	75 LF	DTL 1 & 3, SHEET 16
	SCREEN WALL	45 LF	DTL 1 & 2, SHEET 16
	MAILBOX KIOSK	1 EA	DTL 2, SHEET 15
	THEME WALL COLUMN	5 EA	DTL 2, SHEET 14

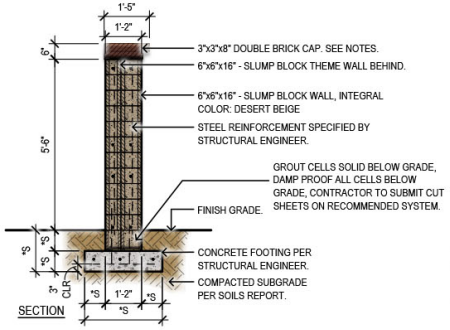
PLAN SCALE 1:60

EXHIBIT I: WALL DETAILS





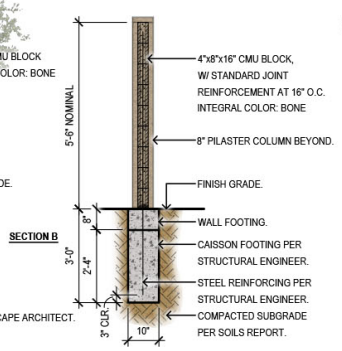
1 5'-6" Theme Wall
SCALE: 1/2" = 1'



THEME WALL NOTES:

- *S: DIMENSIONS & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.
- PAINT COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT AND OR CLIENT.
- BRICK CAP: MOROCCO BY PHOENIX BRICK YARD.

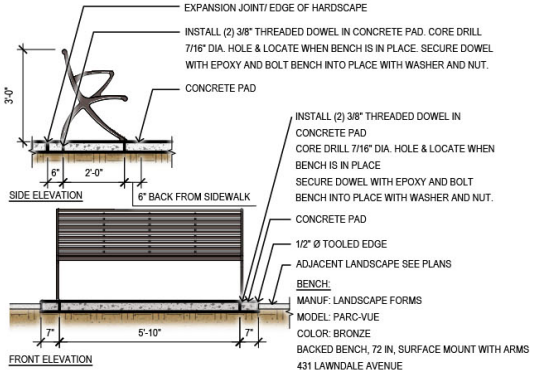
2 6'-0" Theme Wall Column
SCALE: 1/2" = 1'-0"



GENERAL NOTES:

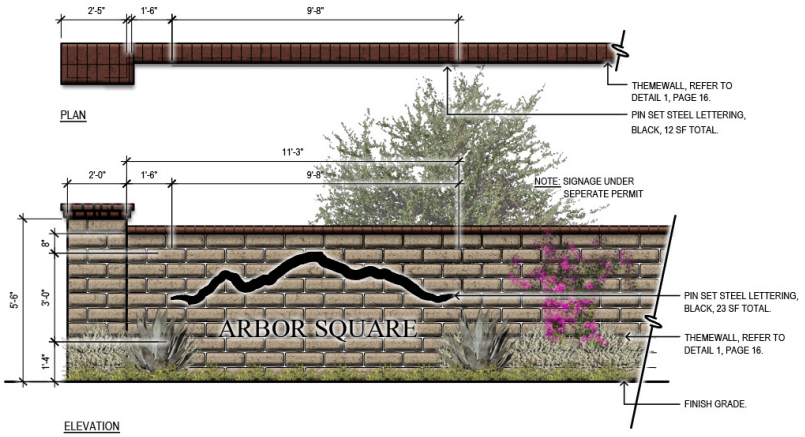
- *S: DIMENSIONS AND NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- DAMPROOF SYSTEM: DAMPROOF BLOCKS BELOW GRADE PER GEOTECHNICAL ENGINEER.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.

3 5'-6" Builder Wall
SCALE: 1/2" = 1'-0"

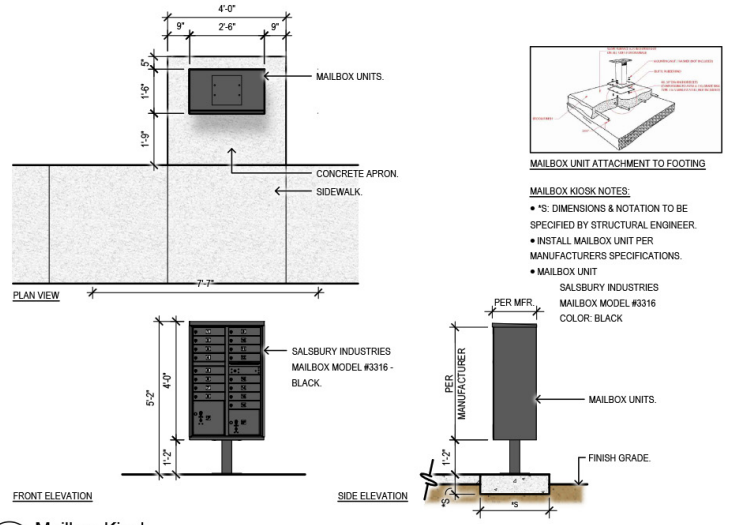


BENCH:
MANUF: LANDSCAPE FORMS
MODEL: PARC-VUE
COLOR: BRONZE
BACKED BENCH, 72 IN, SURFACE MOUNT WITH ARMS
431 LAWNDALE AVENUE
KALAMAZOO, MI 49048
PHONE: (269) 381-0396
FAX: (269) 381-3455

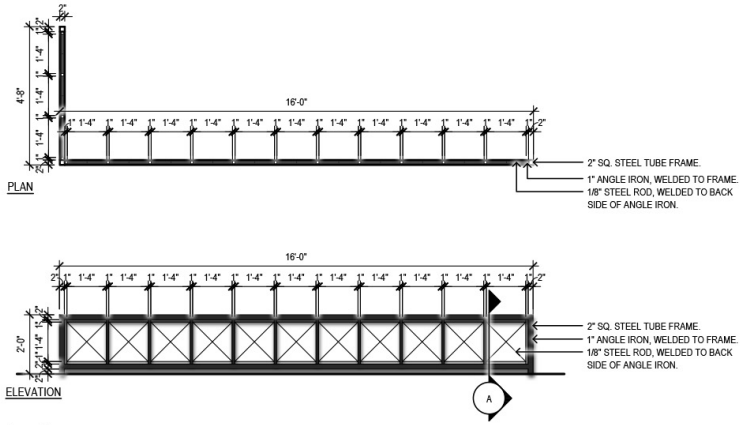
4 Bench
SCALE: 1/2" = 1'-0"



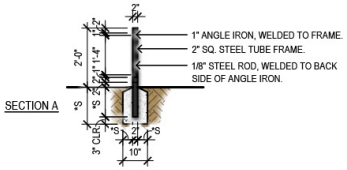
1 Entry Signage
SCALE: 1/2"=1'-0"



2 Mailbox Kiosk
SCALE: 1/2"=1'-0"



3 Decorative Fence
SCALE: 1/2"=1'-0"



DECORATIVE FENCE NOTES:
- *S: DIMENSIONS & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- ALL WELDS TO GRINDED SMOOTH.
- PAINT ALL STEEL COMPONENTS MATTE BLACK.

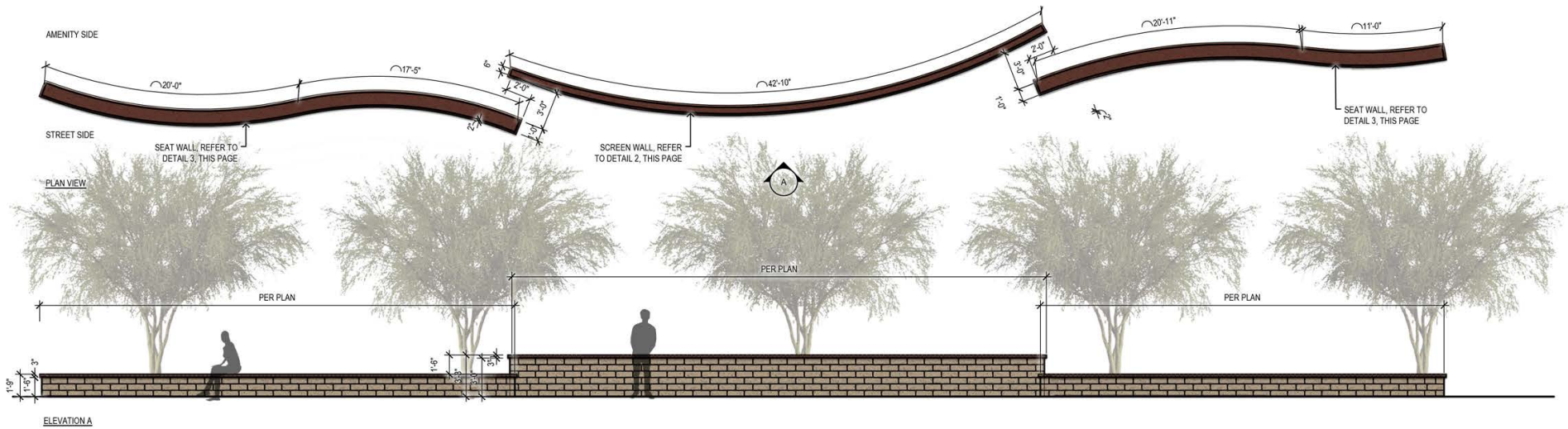
SLUMP BLOCK:
MANUFACTURER: SUPERLITE
COLOR: DESERT BEIGE

BRICK CAP:
MANUFACTURER: PHOENIX BRICK YARD
COLOR: MOROCCO

SMOOTHFACE CMU:
MANUFACTURER: SUPERLITE
COLOR: BONE

4 Colors & Materials
SCALE:NTS

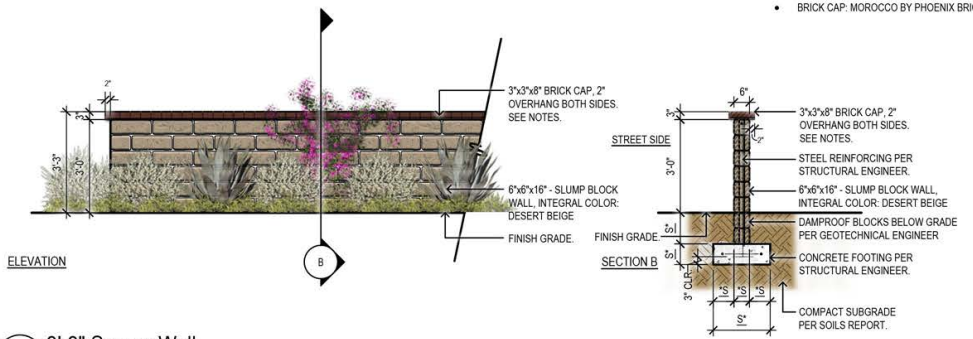
EXHIBIT K: SCREEN WALL DETAILS



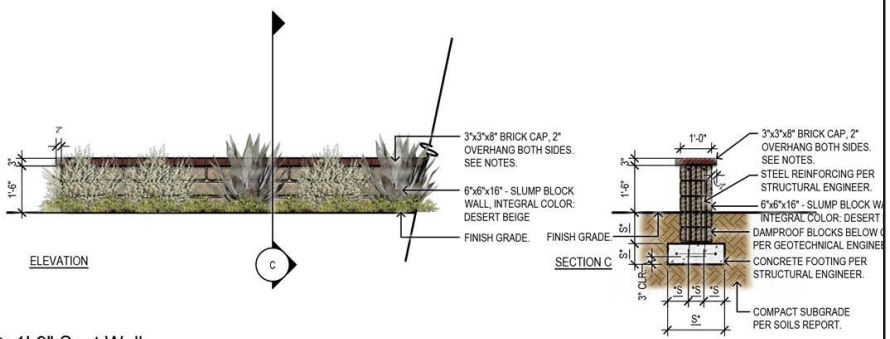
1 Screen Wall
SCALE: 1/4"=1'-0"

WALL NOTES:

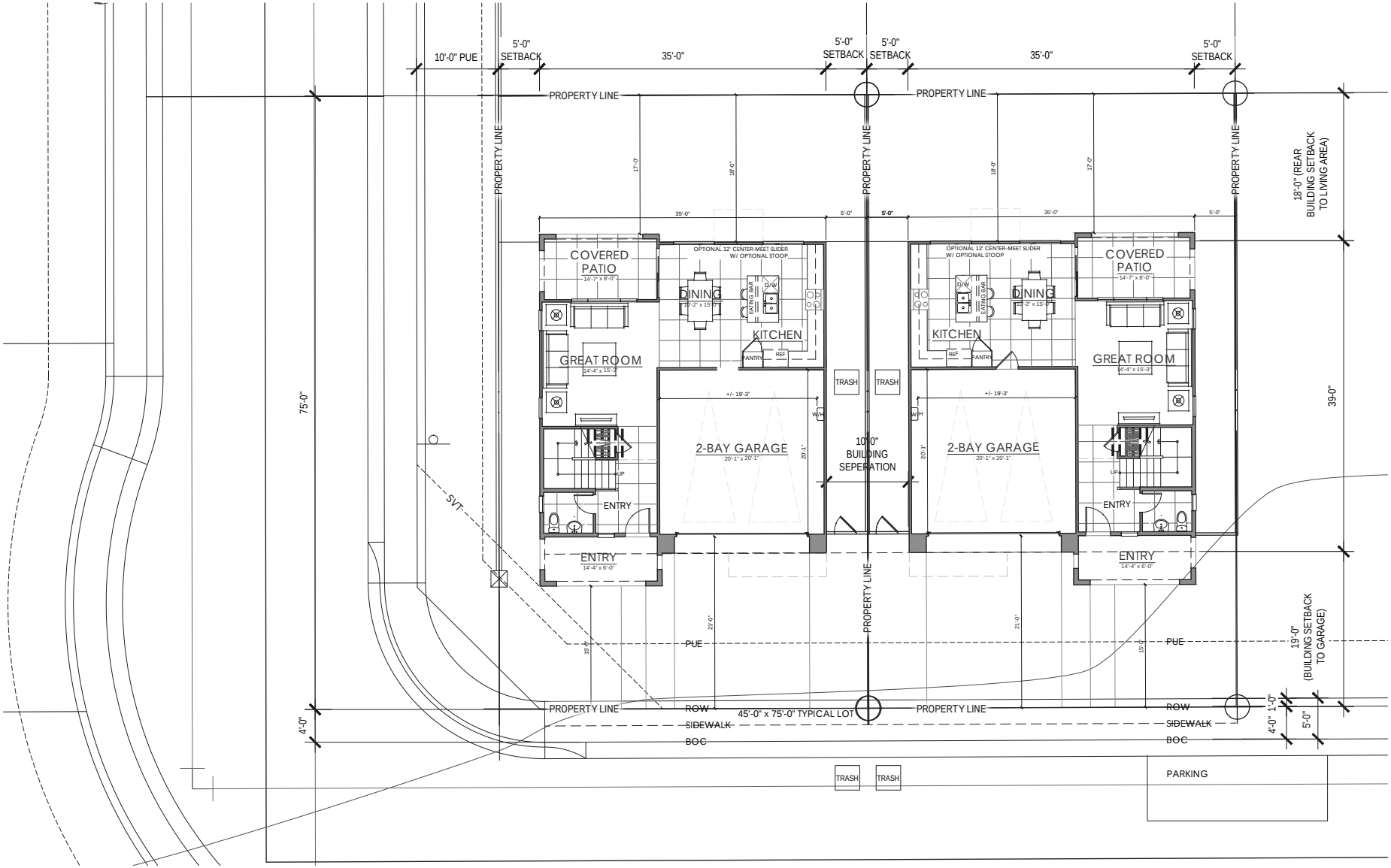
- *S: DIMENSIONS & NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER.
- CONTRACTOR TO BUILD SAMPLE WALLS USING ALL WALL MATERIALS FOR REVIEW & APPROVAL BY LANDSCAPE ARCHITECT.
- PAINT COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT AND OR CLIENT.
- BRICK CAP: MOROCCO BY PHOENIX BRICK YARD.



2 3'-3" Screen Wall
SCALE: 1/2"=1'-0"



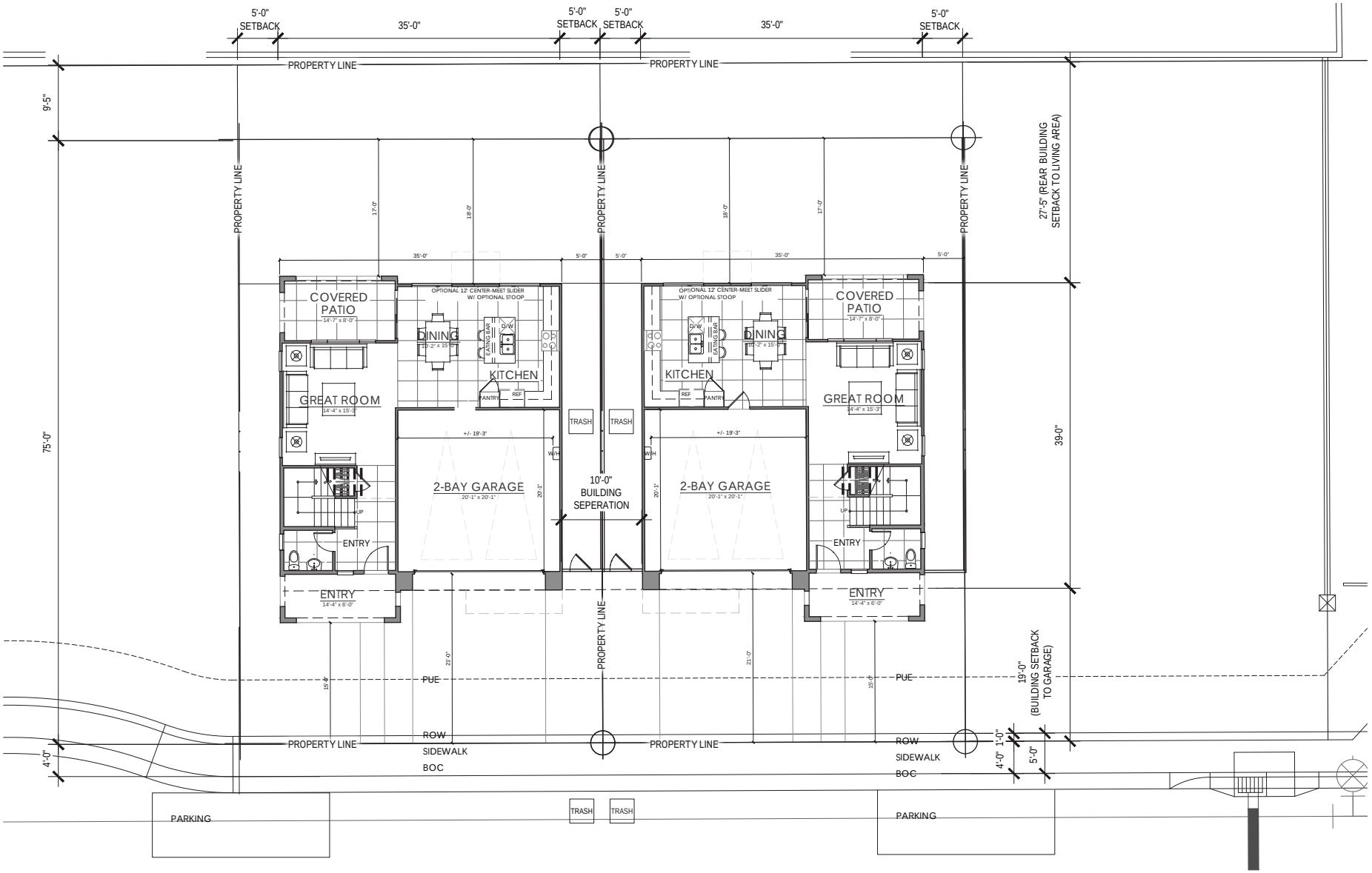
3 1'-9" Seat Wall
SCALE: 1/2"=1'-0"



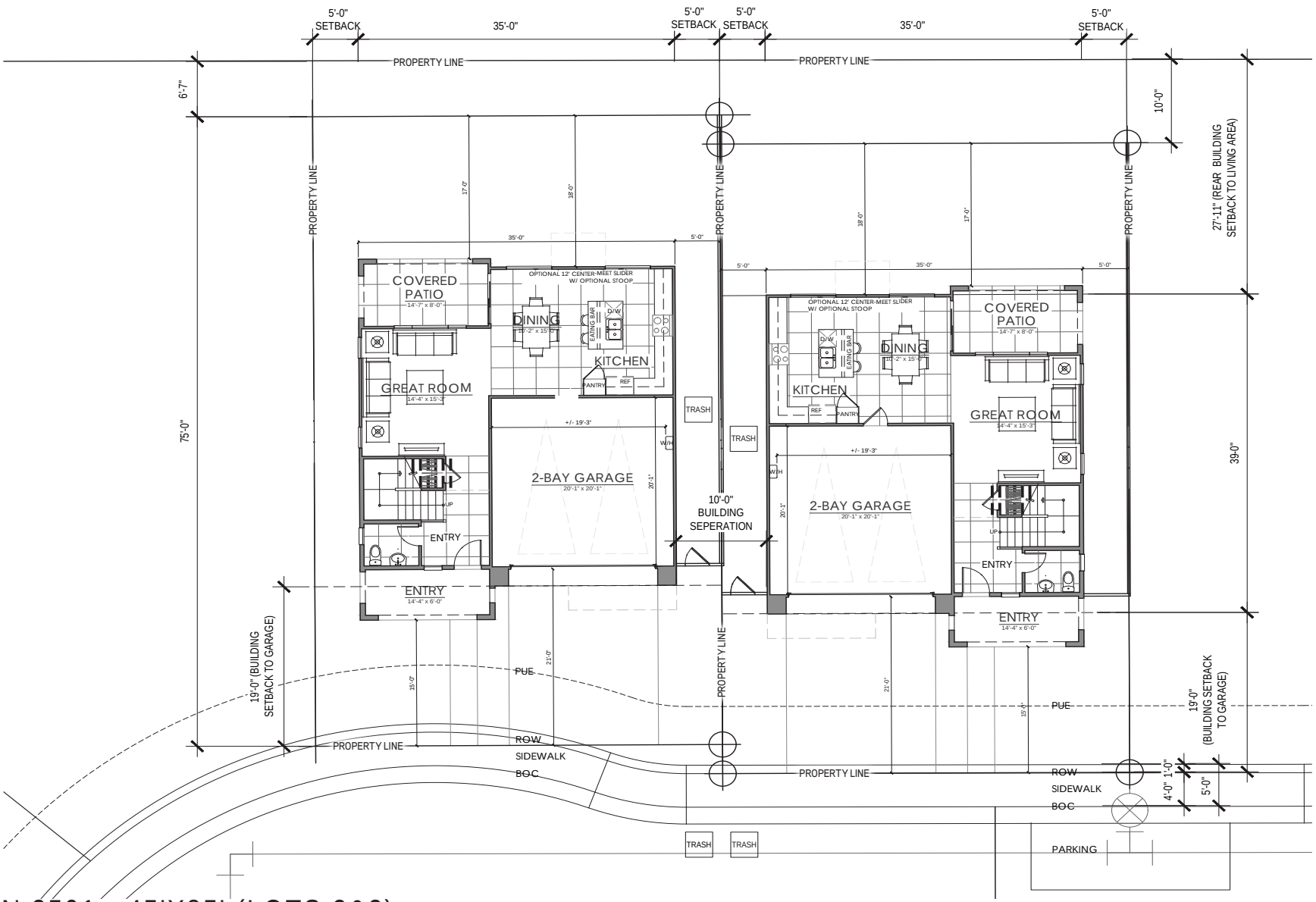
PLAN 3501 - 45'X75' TYPICAL (LOTS 14&15)

EXHIBIT L: LOT FIT DIAGRAMS

LOT FIT DIAGRAMS



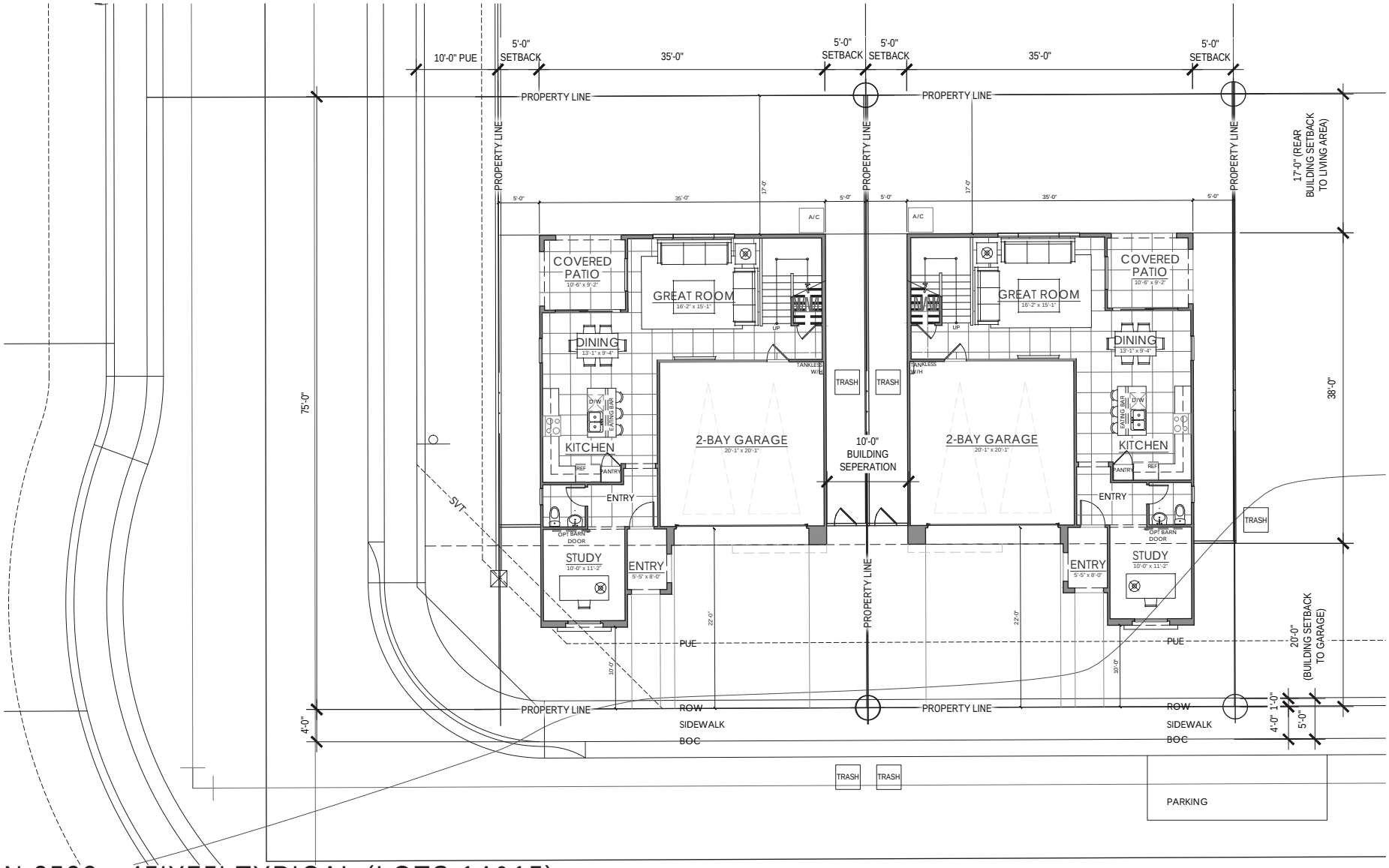
PLAN 3501 - 45'X84' (LOTS 8&9)



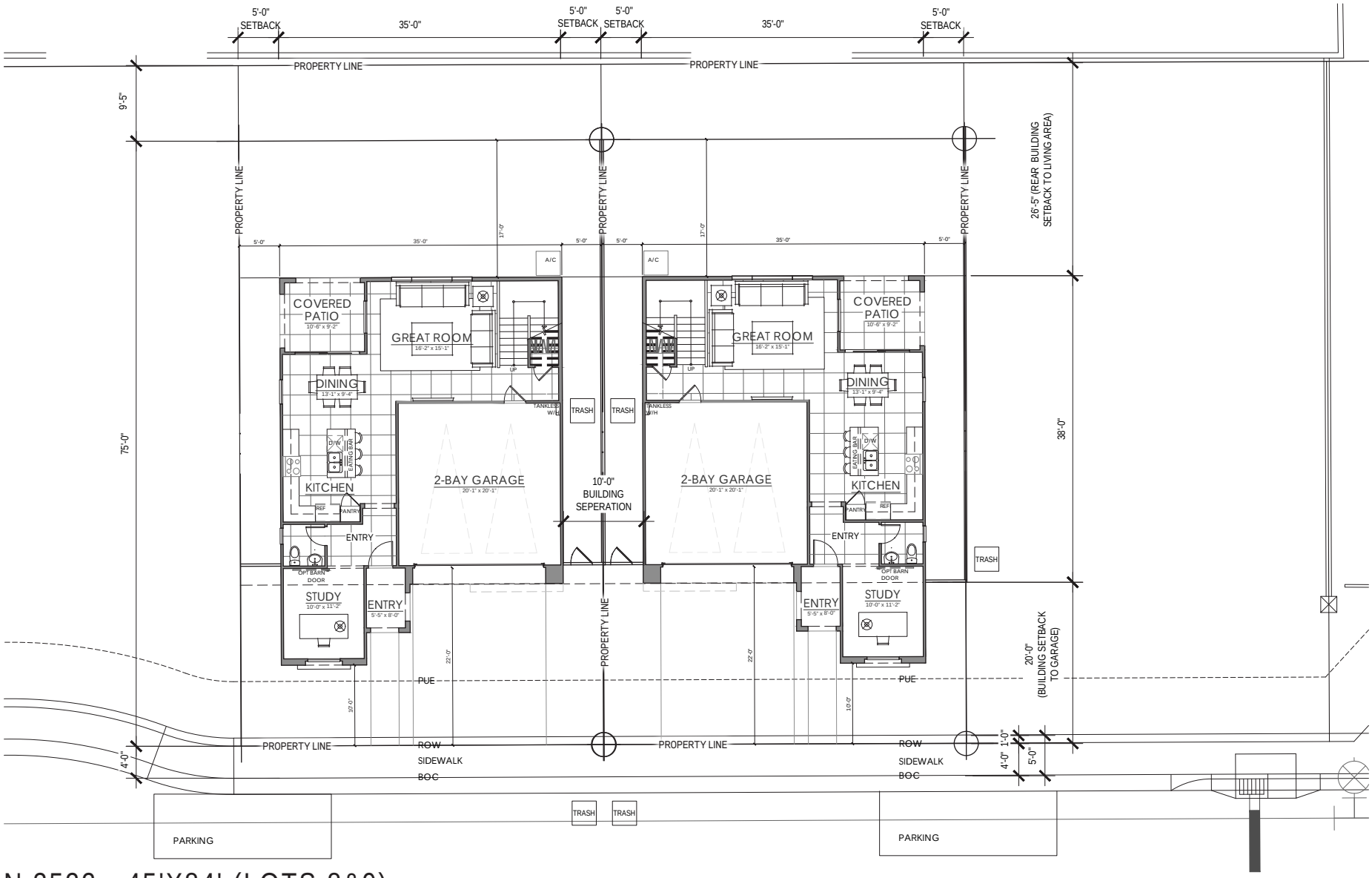
PLAN 3501 - 45'X85' (LOTS 2&3)

LOT FIT DIAGRAMS

LOT FIT DIAGRAMS



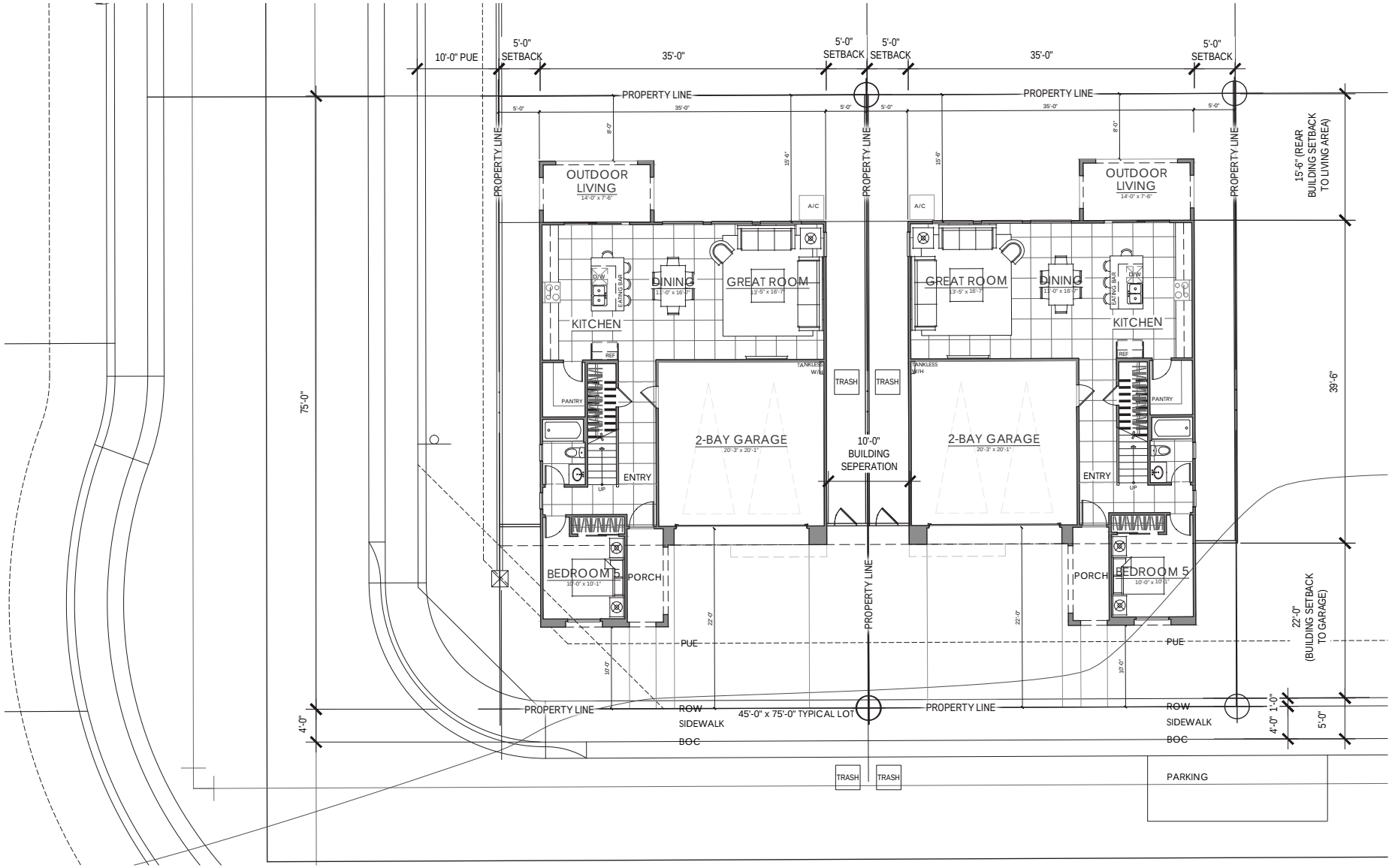
PLAN 3522 - 45'X75' TYPICAL (LOTS 14&15)



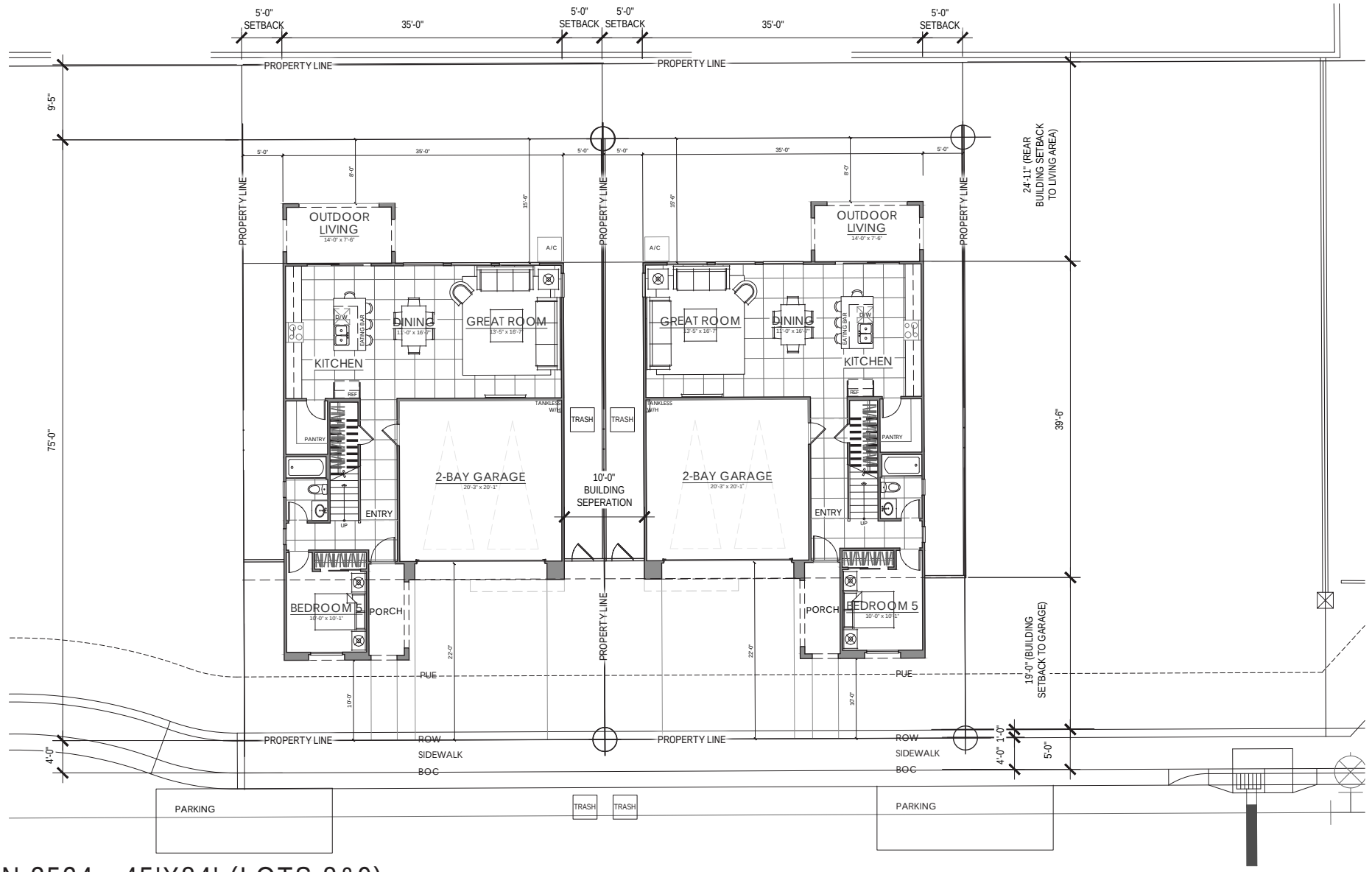
PLAN 3522 - 45'X84' (LOTS 8&9)

LOT FIT DIAGRAMS

LOT FIT DIAGRAMS

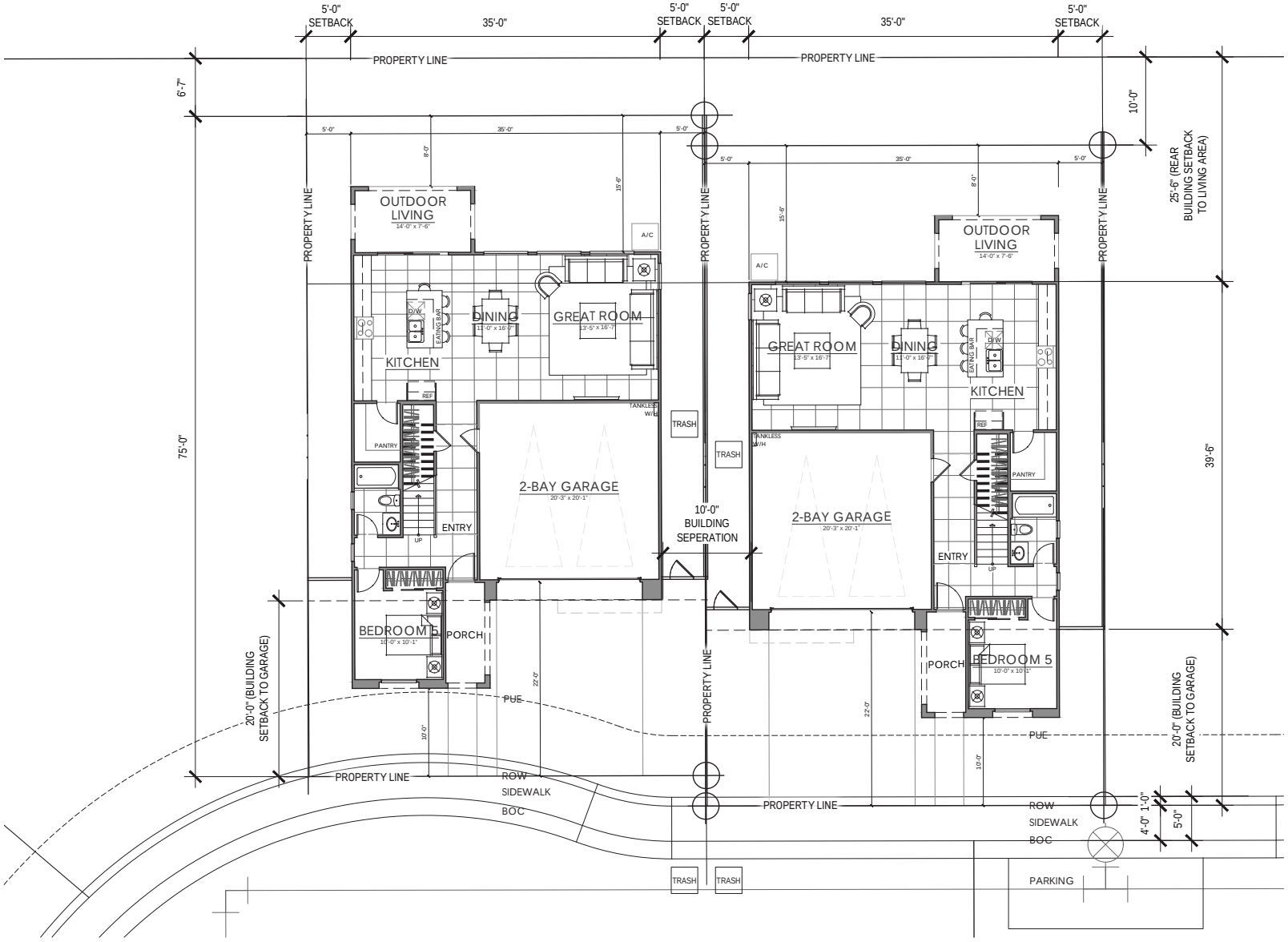


PLAN 3524 - 45'X75' TYPICAL (LOTS 14&15)



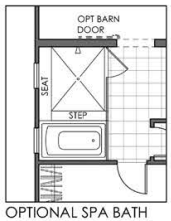
PLAN 3524 - 45'X84' (LOTS 8&9)

LOT FIT DIAGRAMS

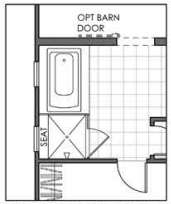


PLAN 3524 - 45'X85' (LOTS 2&3)

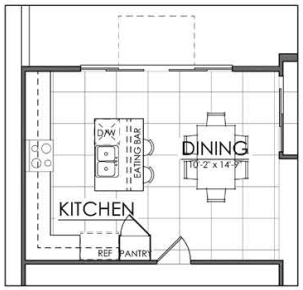
LOT FIT DIAGRAMS



OPTIONAL SPA BATH

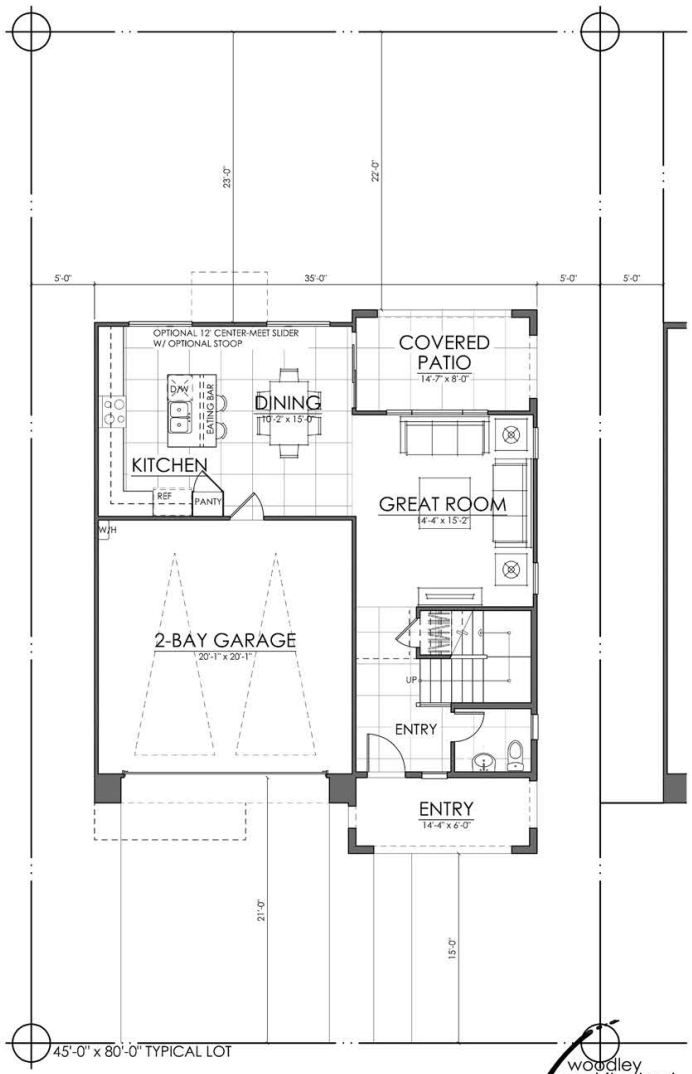


OPTIONAL TUB+SHOWER



OPTIONAL 12'-0" CENTER-MEET SLIDER

FIRST FLOOR	745 SQ. FT.
SECOND FLOOR	1027 SQ. FT.
TOTAL LIVING	1772 SQ. FT.

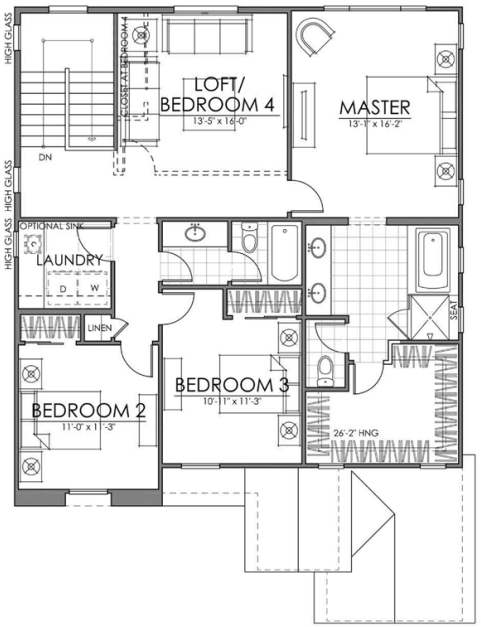


woodley architectural group,inc
colorado // 731 southpark dr. suite
littleton, co 80120 / 303 683.7231
california // 2943 pullman st. suite
santa ana, ca 92705 / 949 553.8

EXHIBIT M: FLOOR & ROOF PLANS

PLAN 3501

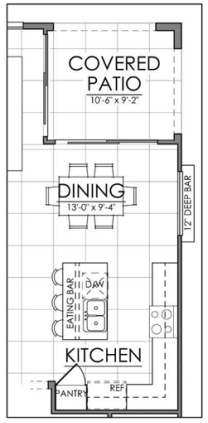
FLOOR & ROOF PLANS



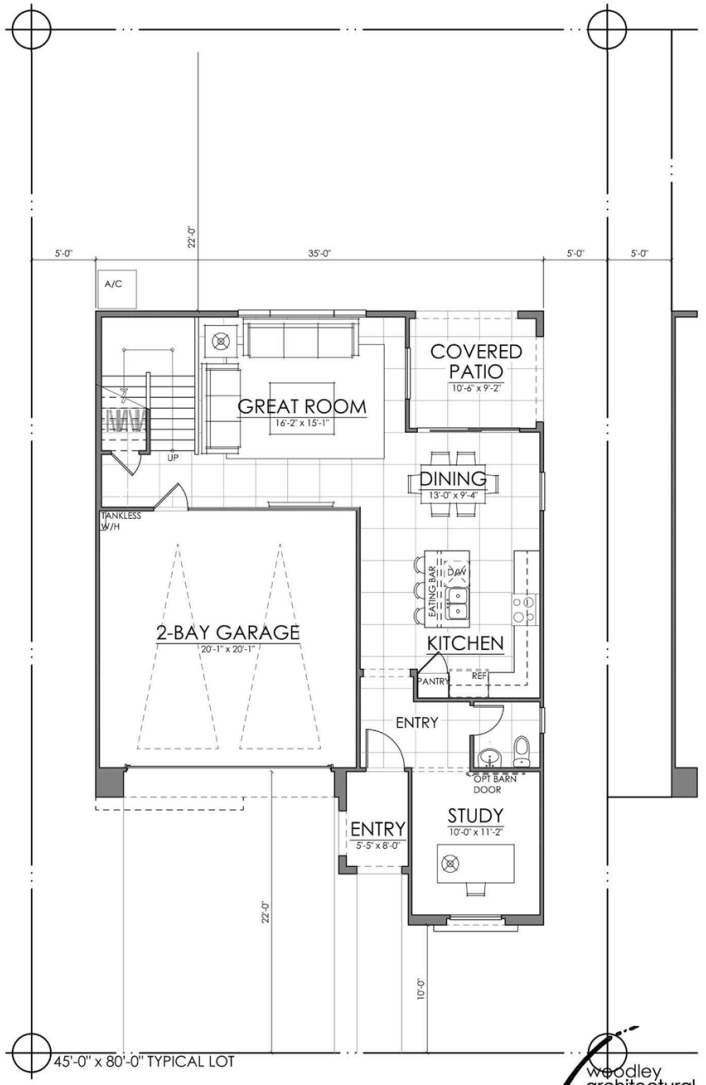
OPTIONAL LARGE SHOWER

OPTIONAL SPA BATH

OPTIONAL CORNER GLASS



OPTIONAL PASS-THRU WINDOW



45'-0" x 80'-0" TYPICAL LOT

FIRST FLOOR	870 SQ. FT.
SECOND FLOOR	1198 SQ. FT.
TOTAL LIVING	2068 SQ. FT.

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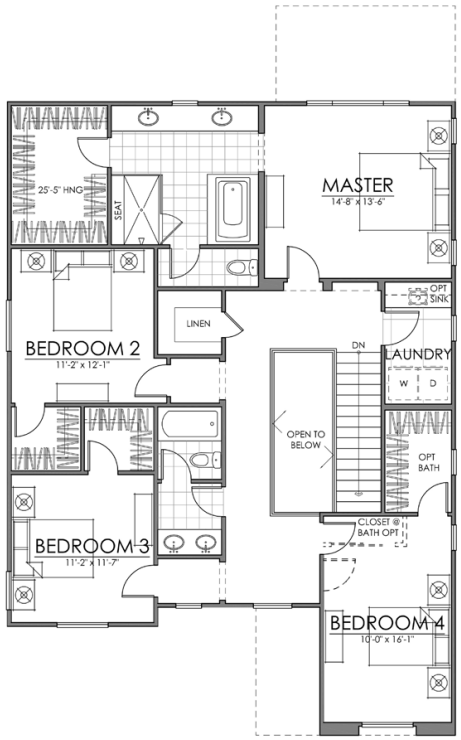
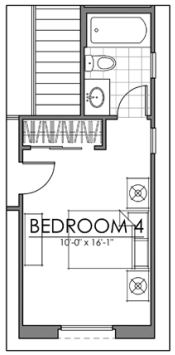
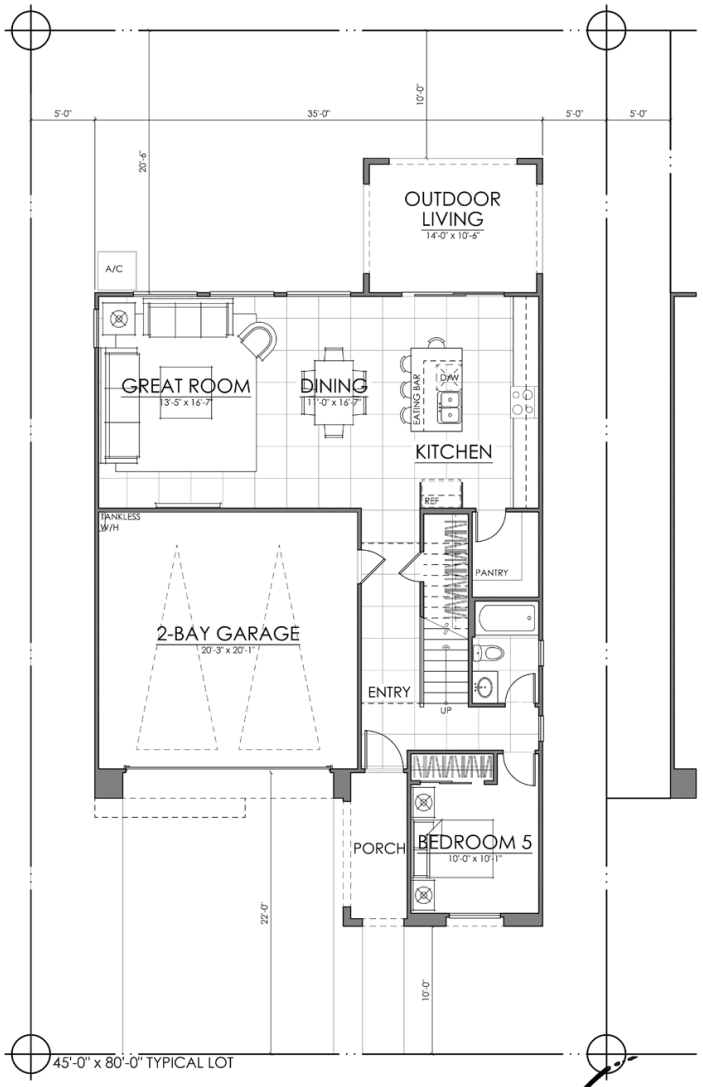
PLAN 3522

FLOOR & ROOF PLANS





OPT BATH @ BEDROOM 4



FIRST FLOOR	1013 SQ. FT.
SECOND FLOOR	1394 SQ. FT.
TOTAL LIVING	**2407 SQ. FT.**

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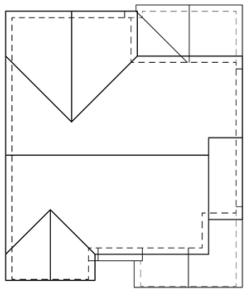
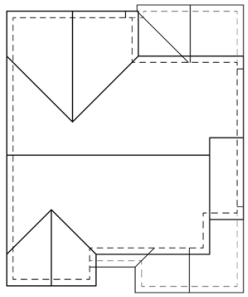
PLAN 3524



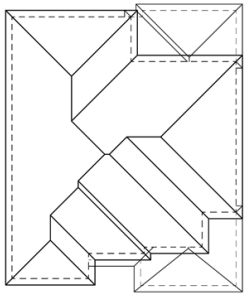
ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "A"



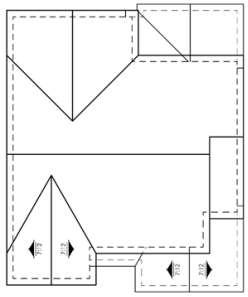
ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "B"



ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "C"



ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "D"

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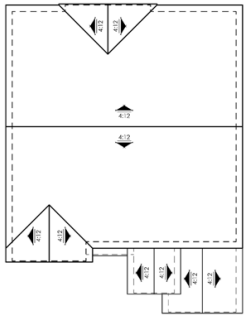
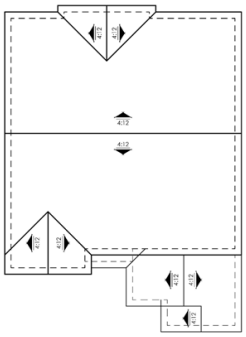
PLAN 3501



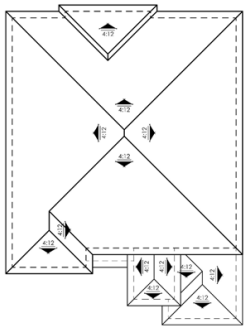
ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "A"



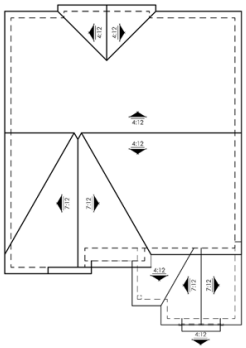
ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "B"



ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "C"



ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "D"

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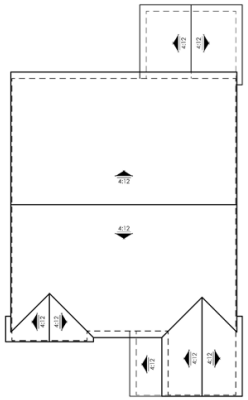
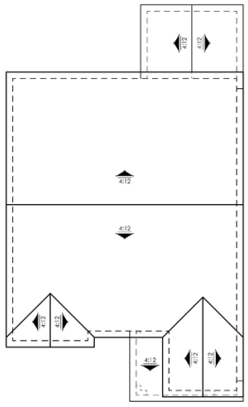
PLAN 3522



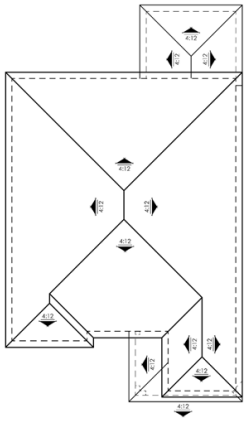
ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "A"



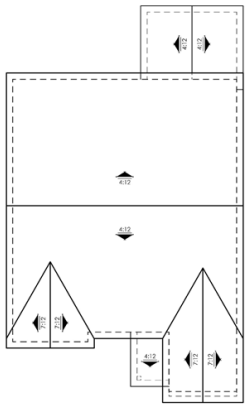
ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "B"



ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "C"



ALL PITCHES 4:12 U.N.O. SCALE: 1/8" = 1'-0"

ROOF PLAN "D"

PLAN 3524

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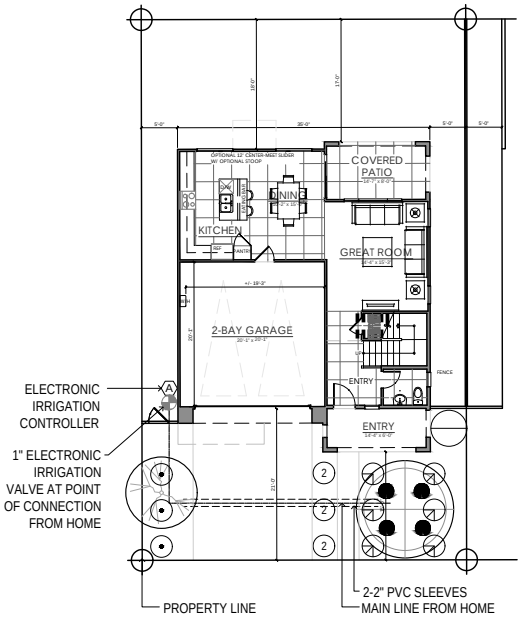
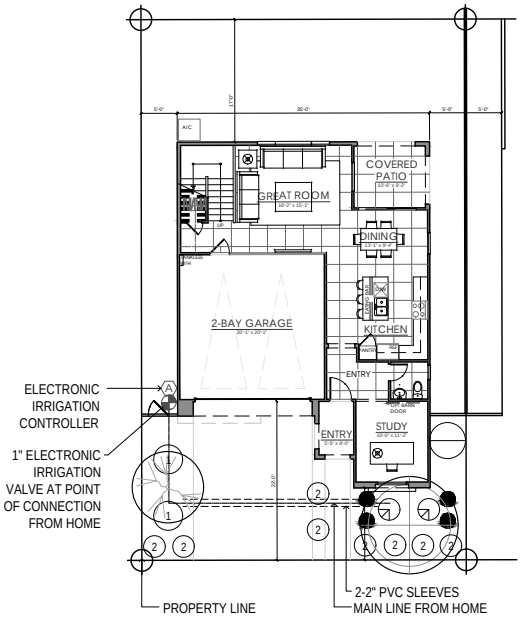


Conceptual Lot Plant Legend

Symbol	Description
Trees	
	24" BOX STREET TREE
	15 GAL ACCENT TREE
Shrubs	
MS	**5 GAL. UPRIGHT SHRUB**
	5 GAL. FOUNDATION SHRUB
	5 GAL. ACCENT SHRUB
	1 GAL. FOUNDATION SHRUB
	5 GAL. ACCENT SHRUB 1
1	**1 GAL. GROUNDCOVER 1**
2	1 GAL. GROUNDCOVER 2

1 Typical Front Yard Landscape - Plan 3501
SCALE:NTS



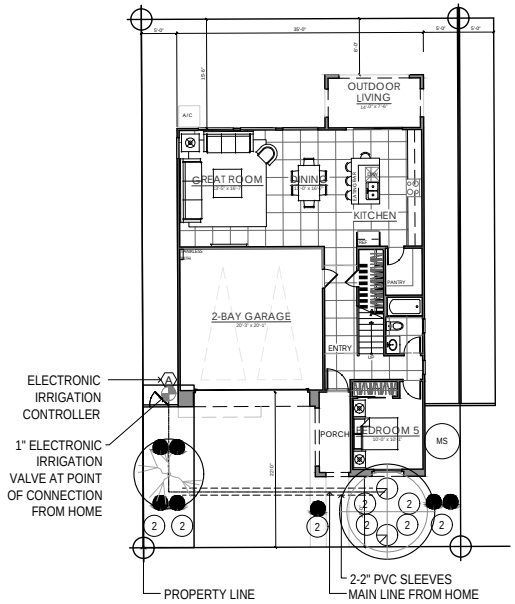
Conceptual Lot Plant Legend

Symbol	Description
Trees	
	24" BOX STREET TREE
	15 GAL ACCENT TREE
Shrubs	
MS	**5 GAL. UPRIGHT SHRUB**
	5 GAL. FOUNDATION SHRUB
	5 GAL. ACCENT SHRUB
	1 GAL. FOUNDATION SHRUB
	5 GAL. ACCENT SHRUB 1
1	**1 GAL. GROUNDCOVER 1**
2	1 GAL. GROUNDCOVER 2

2 Typical Front Yard Landscape - Plan 3522
SCALE:NTS

EXHIBIT N: TYPICAL FRONT YARD S

PLANS 3501 & 3522



4 Typical Front Yard Landscape - Plan 3524
SCALE:NTS

Conceptual Lot Plant Legend

Symbol	Description
Trees	
	24" BOX STREET TREE
	15 GAL ACCENT TREE
Shrubs	
MS	5 GAL. UPRIGHT SHRUB
	5 GAL. FOUNDATION SHRUB
	5 GAL. ACCENT SHRUB
	1 GAL. FOUNDATION SHRUB
	5 GAL. ACCENT SHRUB 1
1	1 GAL. GROUNDCOVER 1
2	1 GAL. GROUNDCOVER 2

TYPICAL FRONT YARD S

PLAN 3524

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

SCALE: 1/4" = 1'-0"

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PLAN 3501 - ELEVATION A - SPANISH COLONIAL

EXHIBIT O: CONCEPT ELEVATIONS

CONCEPT ELEVATIONS

RIGHT ELEVATION SCALE: 1/4" = 1'-0"

REAR ELEVATION SCALE: 1/4" = 1'-0"

LEFT ELEVATION SCALE: 1/4" = 1'-0"

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PLAN 3501 - ELEVATION B - MODERN RANCH

CONCEPT ELEVATIONS

RIGHT ELEVATION SCALE: 1/4" = 1'-0"

REAR ELEVATION SCALE: 1/4" = 1'-0"

LEFT ELEVATION SCALE: 1/4" = 1'-0"

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PLAN 3501 - ELEVATION C - DESERT MODERN

RIGHT ELEVATION SCALE: 1/4" = 1'-0"

REAR ELEVATION SCALE: 1/4" = 1'-0"

LEFT ELEVATION SCALE: 1/4" = 1'-0"

NOTE: WINDOW TRIM AND GRIDS AT ENHANCED LOTS ONLY

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PLAN 3501 - ELEVATION D - FARMHOUSE

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

NOTE: WINDOW TRIM AND GRIDS AT ENHANCED LOTS ONLY

SCALE: 1/4" = 1'-0"

PLAN 3522 - ELEVATION A - SPANISH COLONIAL

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CONCEPT ELEVATIONS

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

NOTE: WINDOW TRIM AND GRIDS AT ENHANCED LOTS ONLY

SCALE: 1/4" = 1'-0"

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california // 2943 pullman st, suite A
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PLAN 3522 - ELEVATION B - MODERN RANCH

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

NOTE: WINDOW TRIM AND GRIDS AT ENHANCED LOTS ONLY

SCALE: 1/4" = 1'-0"

PLAN 3522 - ELEVATION C - DESERT MODERN

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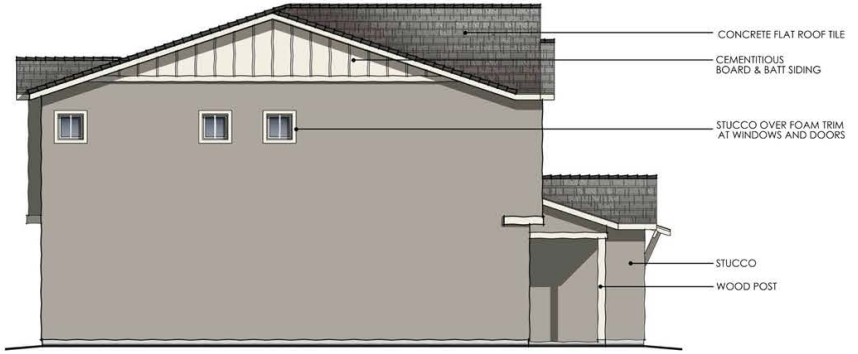
CONCEPT ELEVATIONS

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

NOTE: WINDOW TRIM AND GRIDS AT ENHANCED LOTS ONLY

SCALE: 1/4" = 1'-0"

Please see the revised proposal for the rear and left elevations on the following page.

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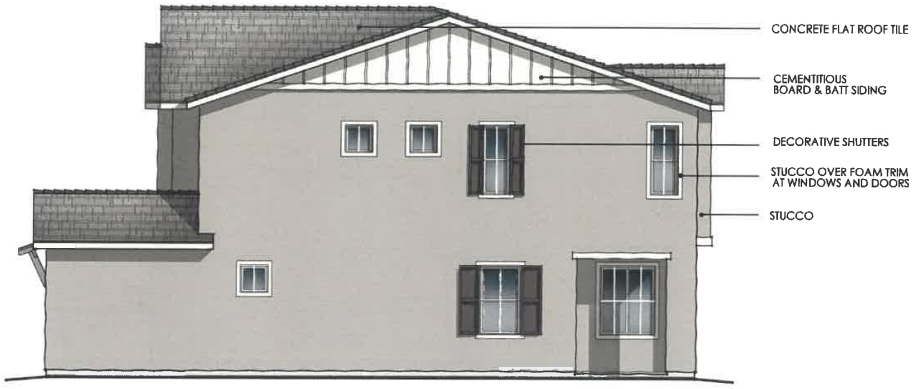
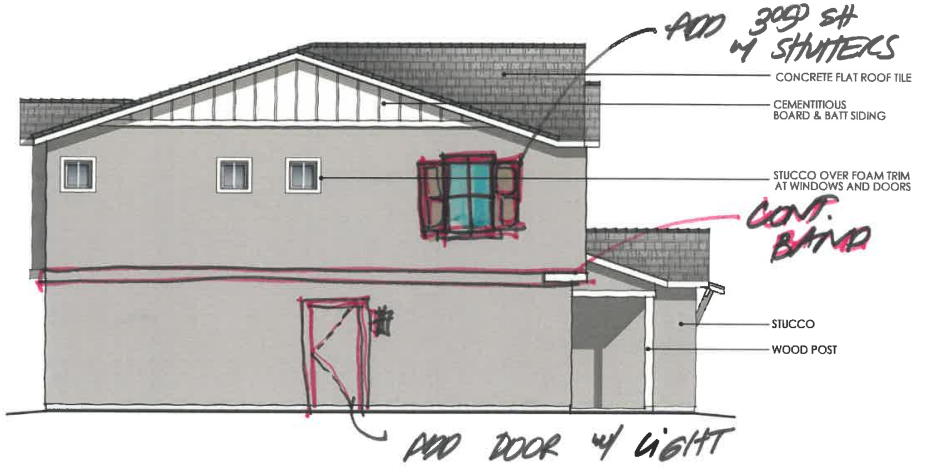
PLAN 3522 - ELEVATION D - FARMHOUSE

Revisions as recommended by Planning and Zoning Commission for approval:



RIGHT ELEVATION SCALE: 1/4" = 1'-0"

REAR ELEVATION SCALE: 1/4" = 1'-0"



LEFT ELEVATION NOTE: WINDOW TRIM AND GRIDS AT ENHANCED LOTS ONLY SCALE: 1/4" = 1'-0"

03.05.21

PLAN 3522 | CONCEPT ELEVATION 'D' FARMHOUSE

ARBOR SQUARE | ARCADIA COMMUNITIES

CHANDLER, ARIZONA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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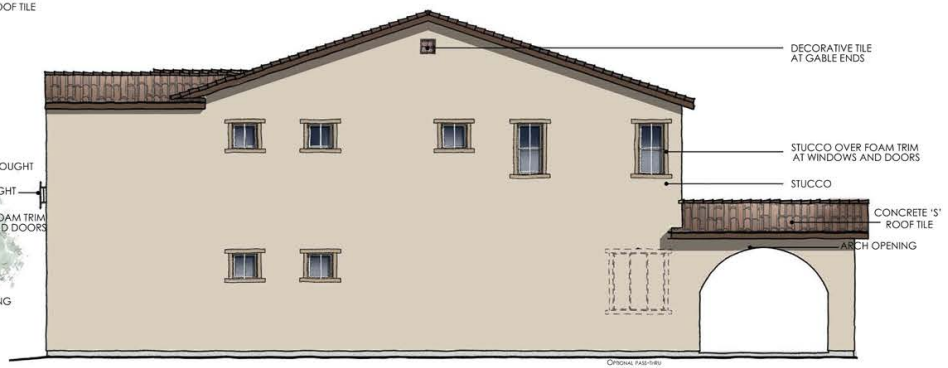

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

NOTE: WINDOW TRIM AND GRIDS AT ENHANCED LOTS ONLY

SCALE: 1/4" = 1'-0"

PLAN 3524 - ELEVATION A - SPANISH COLONIAL

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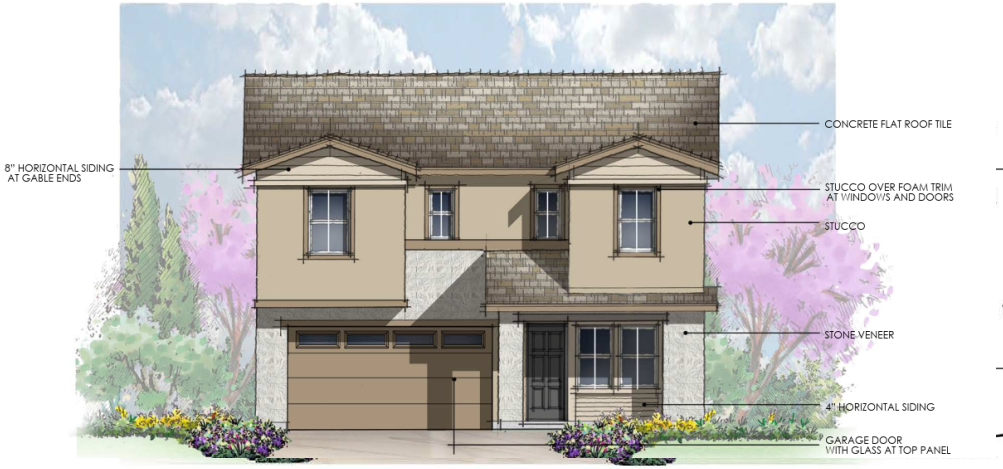
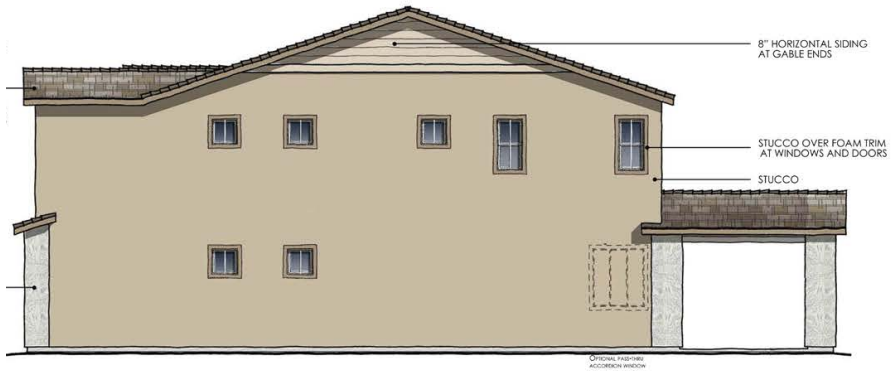


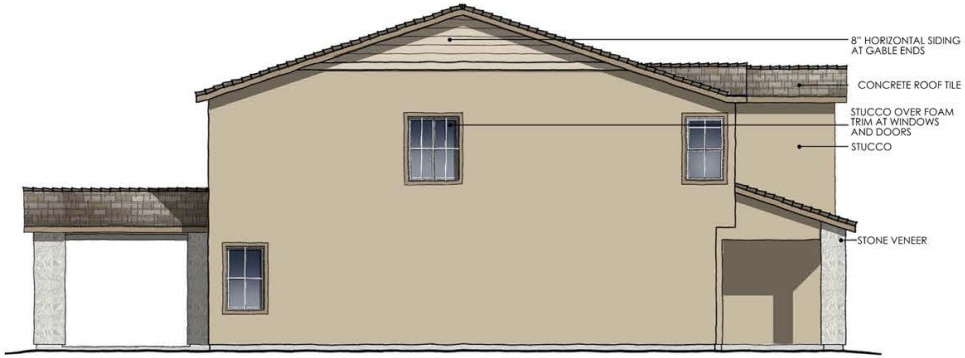


RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

NOTE: WINDOW TRIM AND GRIDS AT ENHANCED LOTS ONLY

SCALE: 1/4" = 1'-0"

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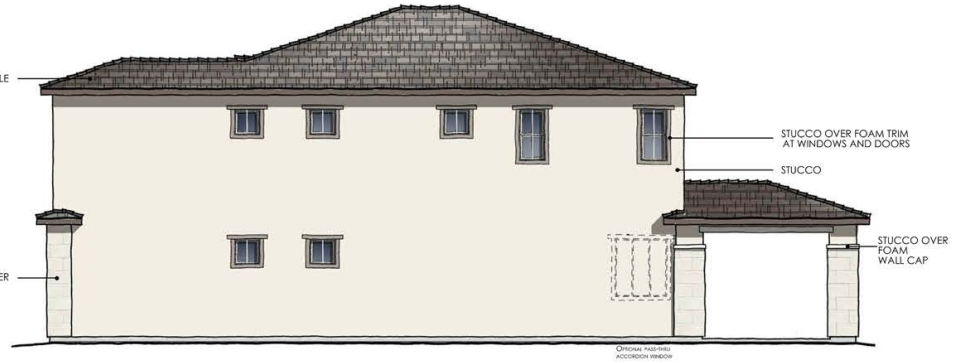
PLAN 3524 - ELEVATION B - MODERN RANCH

CONCEPT ELEVATIONS

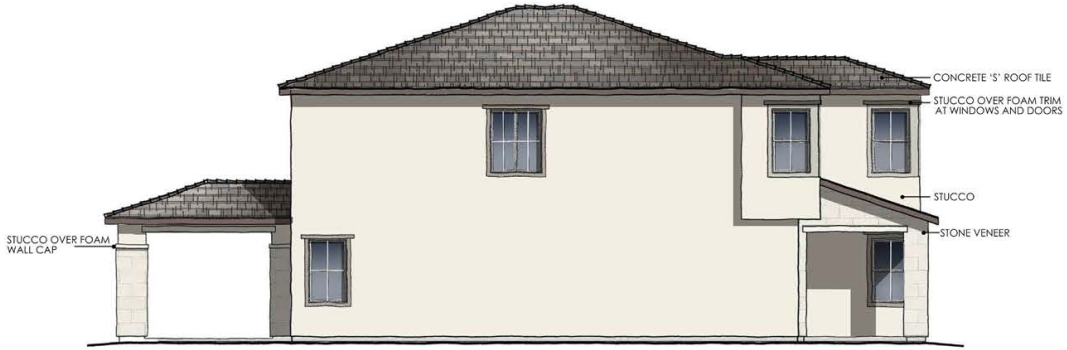


RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

NOTE: WINDOW TRIM AND GRIDS AT ENHANCED LOTS ONLY

SCALE: 1/4" = 1'-0"

PLAN 3524 - ELEVATION C - DESERT MODERN

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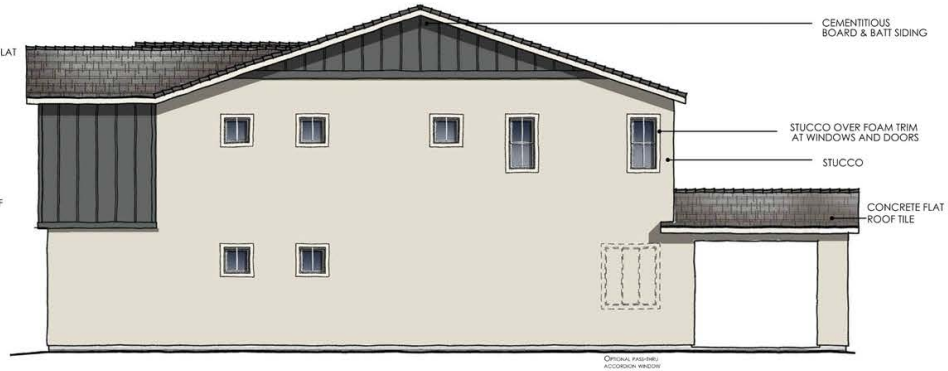

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

REAR ELEVATION

SCALE: 1/4" = 1'-0"

LEFT ELEVATION

NOTE: WINDOW TRIM AND GRIDS AT ENHANCED LOTS ONLY

SCALE: 1/4" = 1'-0"

CONCEPT ELEVATIONS

PLAN 3524 - ELEVATION D - FARMHOUSE

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EXHIBIT P: COLOR SCEHEMES & MATERIALS

Elevation-Scheme 1
Spanish Colonial

Elevation-Scheme 2
Spanish Colonial

Elevation-Scheme 3
Spanish Colonial

Elevation-Scheme 4
Modern Ranch

Elevation-Scheme 5
Modern Ranch

Elevation-Scheme 6
Modern Ranch

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Elevation-Scheme 7
Desert Modern

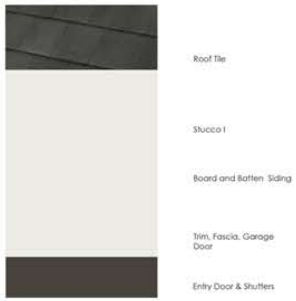
Elevation-Scheme 8
Desert Modern

Elevation-Scheme 9
Desert Modern

SHUTTERS

WROUGHT IRON

Elevation-Scheme 10
Farmhouse



Elevation-Scheme 11
Farmhouse

Elevation-Scheme 12
Farmhouse

LIGHT FIXTURE

COLOR SCEHEMES & MATERIALS

These drawings are intended for design development and preliminary studies only and are not to be used for construction purposes, such as final pricing or final engineering. Copyright Woodley Architectural Group, Inc. These drawings may not be used or duplicated without the expressed written permission of Woodley Architectural Group, Inc.

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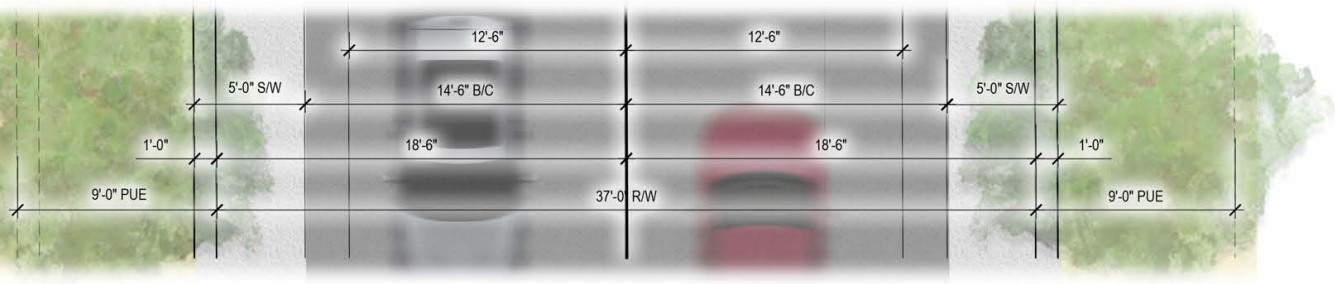
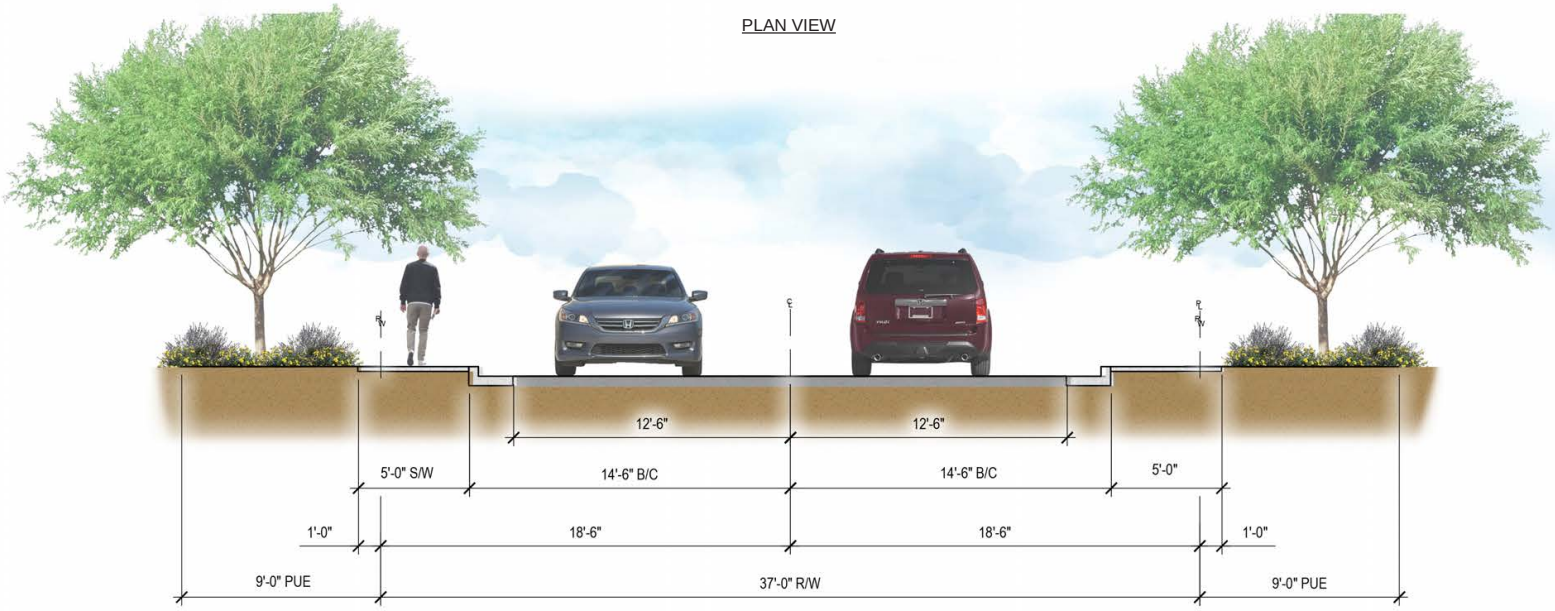
littleton, co 80120 / 303 683.7231
california // 2943 pullman st. suite A
santa ana, ca 92705 / 949 553.8919

EXHIBIT Q: STREET SECTIONS



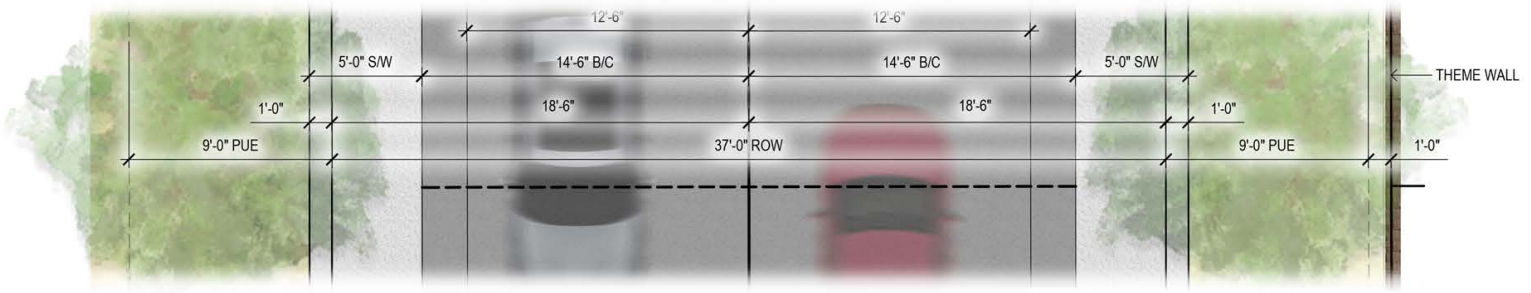
PLAN VIEW



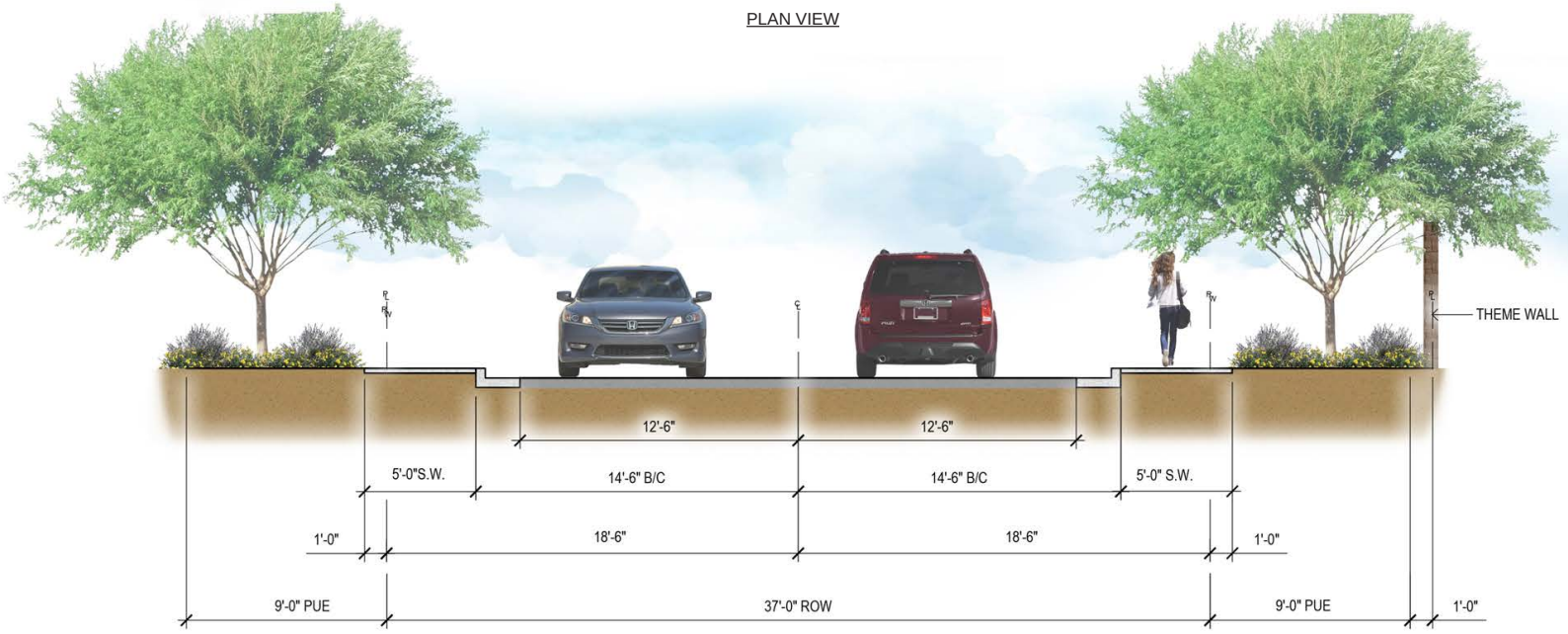
SECTION

TYPICAL INTERIOR STREET

37' OVERALL PRIVATE TRACT LOOKING NORTH



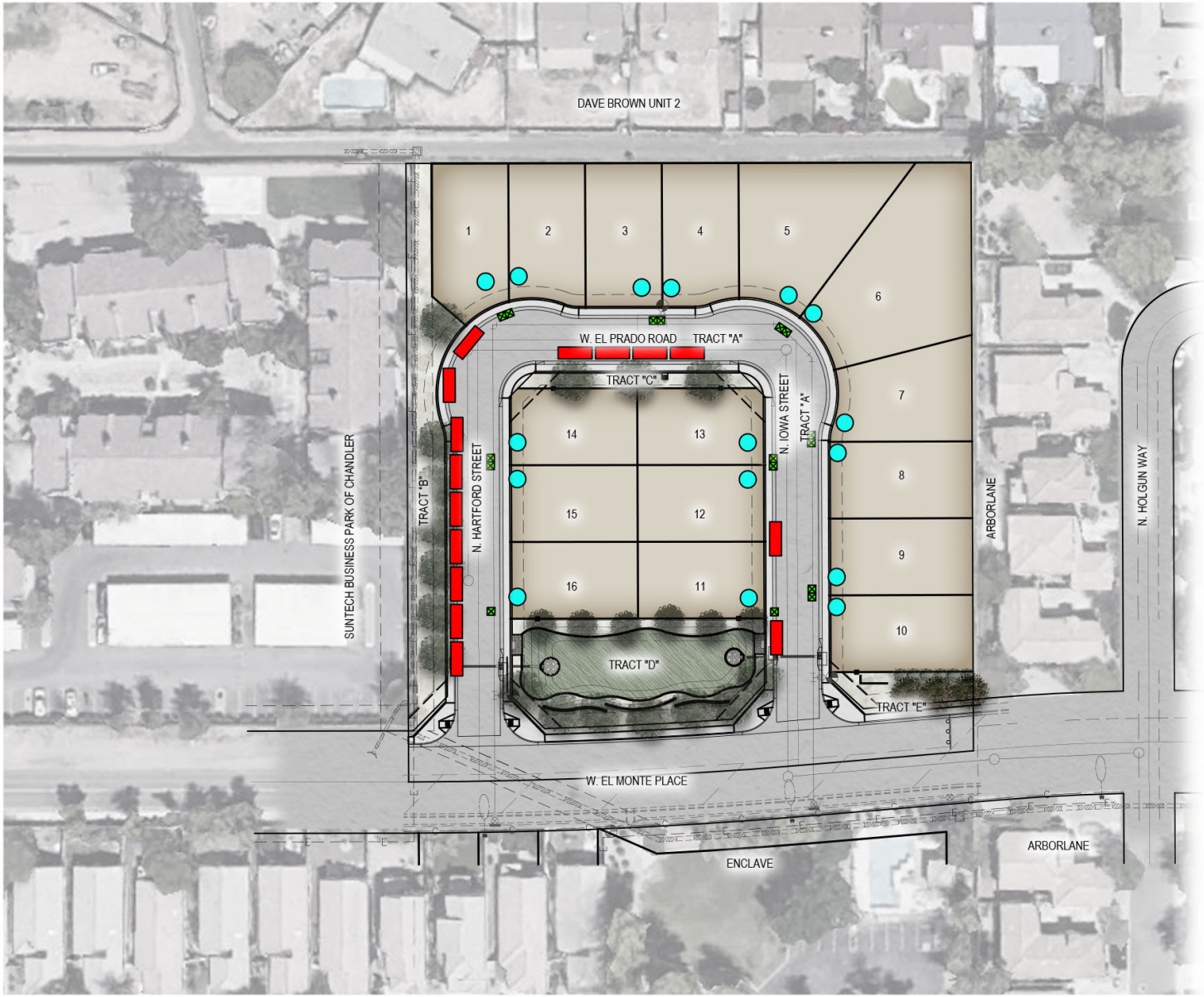
PLAN VIEW



SECTION

EL MONTE PLACE

37' RIGHT OF WAY LOOKING EAST



SITE DATA			
Symbol	Description	Quantity	Ratio
	Garage Parking	32 SP.	
	Driveway Parking	32 SP.	
	On-Street Parking	15 SP.	
	Total Parking Provided	*79 SP.*	*4.94*

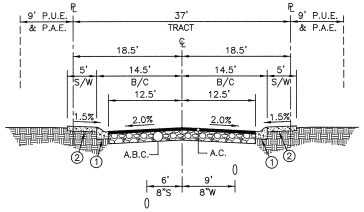
TRASH PICKUP LOCATION

EXHIBIT R: PARKING & TRASH LOCATION PLAN

PLAN SCALE 1:60

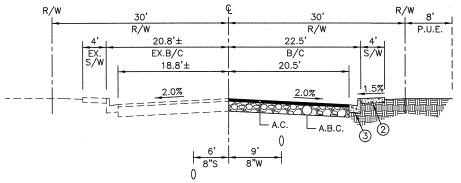
PRELIMINARY PLAT
FOR
ARBOR SQUARE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, T. 1 S., R. 5 E.
OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA



TYPICAL INTERIOR STREET

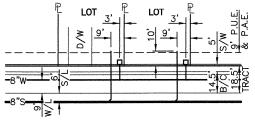
SCALE: 1"=10' (HOR.), 1"=4' (VERT.)
(LOOKING NORTH & WEST)



EL MONTE PLACE

SCALE: 1"=10' (HOR.), 1"=4' (VERT.)
(LOOKING WEST)

1. INSTALL 4" ROLL CURB & GUTTER M.A.G. DET. 220-C
2. INSTALL CONCRETE SIDEWALK M.A.G. DET. 230
3. INSTALL 6" VERTICAL CURB & GUTTER M.A.G. DET. 220-A



TYPICAL TAP LOCATION

4" SEWER TAP
M.A.G. DET. 440-1 & 440-4
1" WATER TAP AND 1" METER
C.O.C. DET. C-301

FLOOD ZONE

ACCORDING TO FIRM FLOOD INSURANCE RATE MAP NO. 04013C2730M DATED NOVEMBER 4, 2015, THE SUBJECT PROPERTY IS LOCATED IN ZONE X, "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD." THE PROPERTY DESCRIBED IN THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY FEMA

BASIS OF BEARING

THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 6 EAST, USING A BEARING OF N89°56'40"W, SAID LINE ALSO BEING THE CENTER LINE OF WARNER ROAD PER THE FINAL PLAT FOR "THE ENCLAVE" AS RECORDED IN BOOK 453 OF MAPS, PAGE 31, M.C.R.

RETENTION VOLUME REQUIRED

SITE: 18,295 C.F.

LOCATION

LATITUDE: NAD83(1992): 33.3378N
LONGITUDE: NAD83(1992): 111.8499W

BENCH MARK (CMCN# 43A)

SECTION 16, T1S, R5E, 3" CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH, BETWEEN ELLIOT ROAD AND WARNER ROAD; 450' WEST OF ARIZONA AVENUE AT POINT OF TANGENCY OF PALOMINO DRIVE, STRAIGHT NORTH OF BUILDING 8.
NGVD 29 ELEVATION 1207.64 (EQUATION +1.801 TO NAVD 88 ELEVATION 1209.44)

UTILITIES AND SERVICES

WATER SERVICE BY THE CITY OF CHANDLER
SEWER SERVICE BY THE CITY OF CHANDLER
ELECTRIC SERVICE BY SALT RIVER PROJECT
TELEPHONE SERVICE BY CENTURYLINK
GAS SERVICE BY SOUTHWEST GAS
CABLE SERVICE BY COX CABLE
POLICE BY CITY OF CHANDLER
FIRE BY CITY OF CHANDLER
REFUSE SERVICE BY CITY OF CHANDLER

SITE SUMMARY

GROSS ACRES: 2.7097 AC. 118,035 S.F.
NET ACRES: 2.4813 AC. 108,085 S.F.
TOTAL LOTS: 16
EXISTING ZONING: PAD
PROPOSED ZONING: PLANNED AREA DEVELOPMENT (PAD)

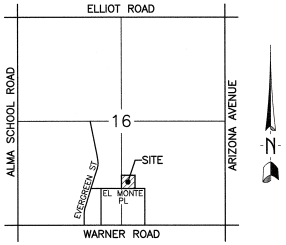
NOTES

THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OR ACCEPTANCE WILL NOT BE ISSUED, UNTIL THE OVERHEAD UTILITY LINE UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED

THE IMPROVEMENTS SHOWN ON THIS SET IF PLANS WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL THE IRRIGATION FACILITY UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED

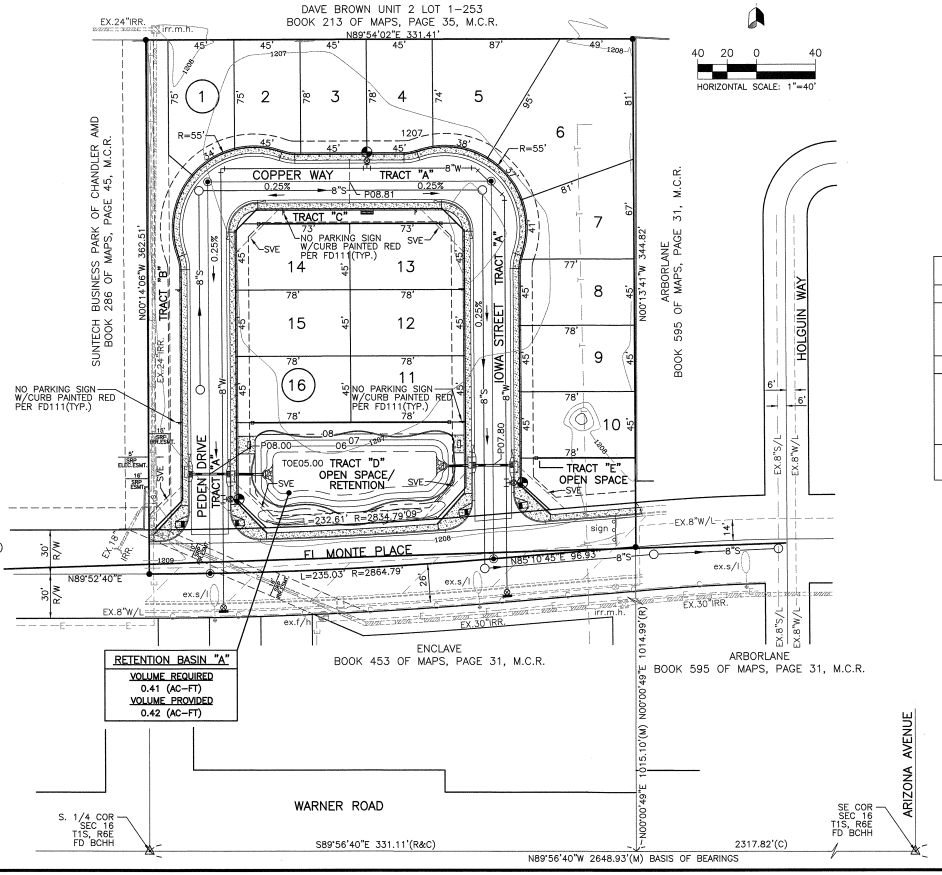
THE PROPERTY LIES WITHIN FLOOD ZONE X-SHADED, ACCORDING TO F.I.R.M. NO. 04013C2730M AS PUBLISHED BY FEMA ON NOVEMBER 4, 2015. THIS PROJECT IS NOT IN A FEMA 100 YEAR FLOOD ZONE

VISIBILITY EASEMENTS RESTRICTIONS: ANY OBJECT, WALL STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAN 6' ABOVE GROUND. TREES SHALL BE SPACED NOT LESS THAN 8' APART.



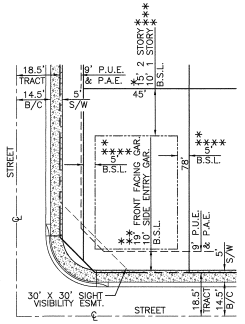
VICINITY MAP

SECTION 16, T.1S., R.5E.



LEGEND

℄	STREET CENTERLINE		INDICATES A CORNER OF SURVEY, SET A 1/2" BAR & CAP, R.L.S. # 36070
B.C.H.H.	BRASS CAP IN HAND HOLE	C	CABLE LINE
B.S.L.	BUILDING SETBACK LINE	E	ELECTRIC LINE
(M)	MEASURED	T	TELEPHONE LINE
(C)	CALCULATED	S.L.	STREET LIGHT
R/W	RIGHT OF WAY	S.L.P.B.	STREET LIGHT PULL BOX
B/C	BACK OF CURB	T.J.B.	TELEPHONE JUNCTION BOX
S/L	SEWER LINE	T.S.	TRAFFIC SIGNAL
F.M.	SEWER FORCE MAIN	T.S.J.B.	TRAFFIC SIGNAL JUNCTION BOX
W/L	WATER LINE	S.V.E.	SIGHT VISIBILITY EASEMENT
B.L.	BRINE LINE	P.U.E.	PUBLIC UTILITY EASEMENT
P.L.	PRODUCT LINE	ELEC.	ELECTRIC BOX
A.R.	AIR RELEASE LINE	H.T.P.P.	HIGH TENSION POWER POLE
REC.W/L	RECLAIMED WATER LINE	P.P.	POWER POLE
W.V.	WATER VALVE	O.E.	OVERHEAD ELECTRIC
R.C.W.V.	RECLAIMED WATER VALVE		FIRE HYDRANT
W.M.	WATER METER		SEWER MANHOLE
F.H.	FIRE HYDRANT		WATER VALVE
B.F.P.	BACK FLOW PREVENTER		CABLE MANHOLE
IRR.	IRRIGATION		TELEPHONE MANHOLE
S.M.H.	SEWER MANHOLE		PRIVATE IRRIGATION MANHOLE
I.M.H.	IRRIGATION MANHOLE		BRINE LINE MANHOLE
T.M.H.	TELEPHONE MANHOLE		S.R.P. IRRIGATION MANHOLE
C.M.H.	CABLE MANHOLE		NO PARKING SIGN
B.M.H.	BRINE LINE MANHOLE		
P.A.E.	PEDESTRIAN ACCESS EASEMENT		



TYPICAL LOT SETBACKS

DEVELOPMENT STANDARDS	PROPOSED PAD
MINIMUM LOT AREA	3,373 sq.ft.
MINIMUM LOT DIMENSIONS	
WIDTH	45'
DEPTH	75'
MAXIMUM HEIGHT	30'/2 STORIES
MINIMUM BUILDING SETBACKS *	
FRONT **	19'/10'
REAR ***	15'(two story) & 10'(single story)
SIDE ****	5' & 5'
MAXIMUM LOT COVERAGE%	
1 STORY/ 2 STORY	60% (1 story); 50% (2 story)

* ARCHITECTURAL ELEMENTS SUCH AS PROJECTIONS, EAVES, POP-OUTS, DECORATIVE WALL WINGS, CANTILEVERS, CORNICES, OVERHANGS, TRELLIS, AWNINGS, ETC. MAY ENCROACH UP TO TWELVE INCHES INTO YARD SETBACKS

** MIN. 10' FOR PORCHES, LIVABLE SPACE/ STORAGE AND 20' FOR FORWARD FACING GARAGES (FROM BACK OF SIDEWALK)

*** COVERED PATIOS SHALL NOT BE CLOSER THAN 10' FROM THE REAR PROPERTY LINE

**** HVAC UNITS AND REFUSE RECEPTACLES PERMITTED WITHIN SIDE YARD SETBACKS, BUT NO CLOSER THAN THREE FEET FROM PROPERTY LINE

ENGINEER

CLOUSE ENGINEERING INC. 03/26/2020 09:31:29 AM
5010 E. SHEA BLVD. SUITE 110 [PLT20-0005]
SCOTTSDALE, AZ. 85254
PHONE: (602) 395-9300
FAX: (602) 395-9310
CONTACT: JEFF GILES
EMAIL: JGILES@CLOUSEAZ.COM

DEVELOPER

RESIDENTIAL PURSUITS INVESTMENTS LLC
7600 E. DOUBLETREE RANCH ROAD
SUITE 220
SCOTTSDALE, ARIZONA 85258
CONTACT: CHRIS BROWN
PHONE: (602) 478-0662
EMAIL: CBROWN@ARCADIACAPITAL.COM

Clouse Engineering, Inc.
ENGINEERS • SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

PRELIMINARY PLAT
FOR
ARBOR SQUARE

ARIZONA
CHANDLER

REGISTERED PROFESSIONAL ENGINEER
35934
THOMAS A. WEBER
ARIZONA U.S.A.

Revised
03-10-20
05-05-20
06-10-20
07-29-20

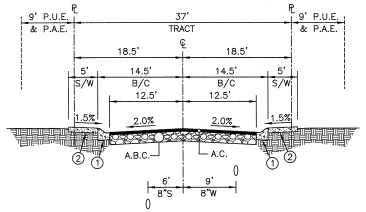
Date
01-21-20
As-Built
.
Job No.
190505

1 OF 2

C.O.C. LOG NO. PLT20-0005

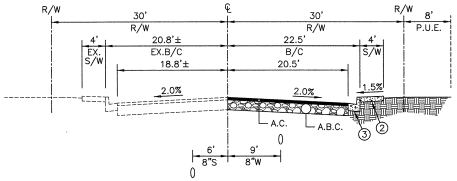
PRELIMINARY GRADING AND DRAINAGE PLAN
FOR
ARBOR SQUARE

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, T. 1 S., R. 5 E.
OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA



TYPICAL INTERIOR STREET

SCALE: 1"=10' (HOR.), 1"=4' (VERT.)
(LOOKING NORTH & WEST)



EL MONTE PLACE

SCALE: 1"=10' (HOR.), 1"=4' (VERT.)
(LOOKING WEST)

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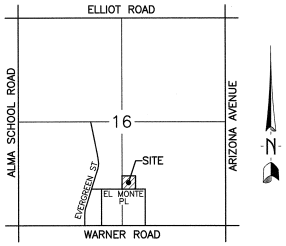

VICINITY MAP

SECTION 16, T.1S., R.5E.

BASIS OF BEARING

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100-YR, 2-HR CALCULATIONS
RETENTION VOLUME REQUIRED = 1.1XAXCX(2.2/12)

RETENTION VOLUME REQUIRED			
DRAINAGE AREA	AREA (AC)	RUNOFF COEFF.	VOLUME REQUIRED (AC-FT)
AREA A	2.71	0.75	0.41

RETENTION VOLUME PROVIDED				
DRAINAGE AREA	BASIN	AVG. AREA (AC)	DEPTH/ LENGTH (FT)	VOLUME PROVIDED (AC-FT)
AREA A	A	0.14	3.0	0.42

SITE SUMMARY

GROSS ACRES: 2.7097 AC. 118,035 S.F.
NET ACRES: 2.4813 AC. 108,085 S.F.
TOTAL LOTS: 16
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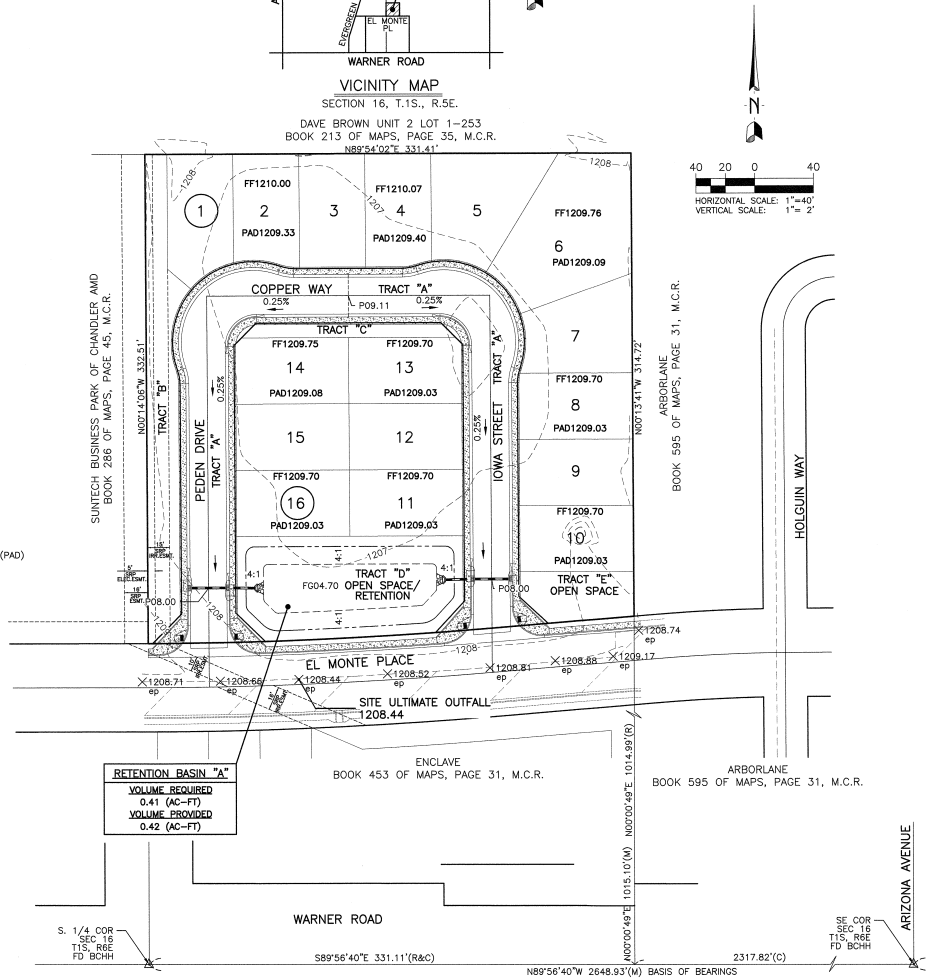
PROPOSED ZONING: PLANNED AREA DEVELOPMENT (PAD)

FLOOD ZONE

ACCORDING TO FIRM FLOOD INSURANCE RATE MAP NO. 04013C2730M DATED NOVEMBER 4, 2015, THE SUBJECT PROPERTY IS LOCATED IN ZONE X. "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD." THE PROPERTY DESCRIBED IN THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY FEMA



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PRELIMINARY GRADING AND DRAINAGE PLAN
FOR
ARBOR SQUARE

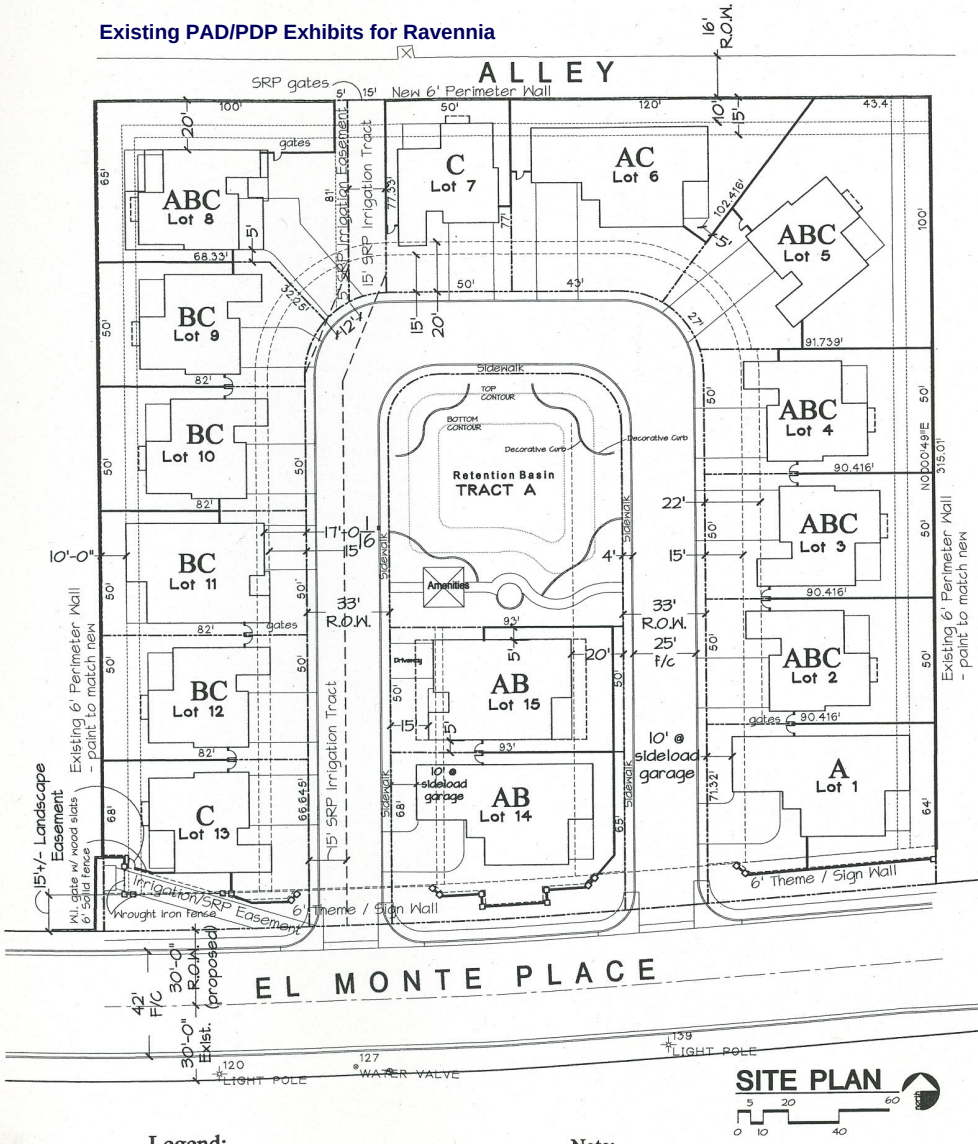
ARIZONA
CHANDLER

Revised
3-10-20

Date
10-18-19
As-Built
.
Job No.
190505

C.O.C. LOG NO. PLT20-0005

Existing PAD/PDP Exhibits for Ravennia

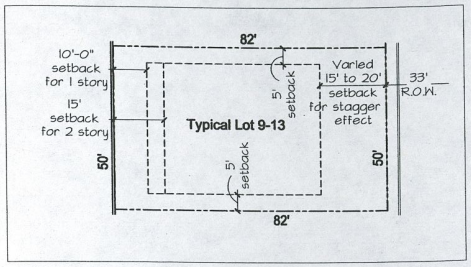


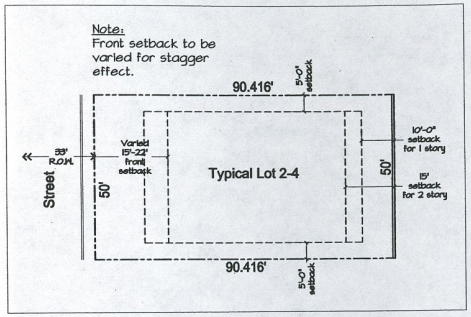
SITE PLAN

Legend:

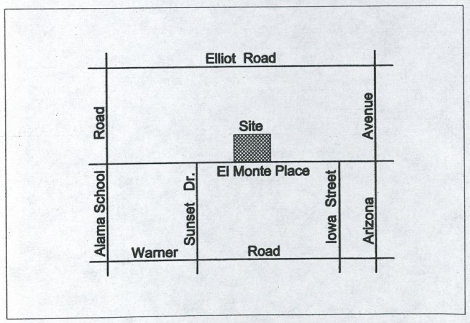
A	1 story Plan 'A'
B	1 story Plan 'B'
C	2 story Plan 'C'

Note:
Front setback to be varied from 15' to 22' for staggering effect.
Building footprints shown are examples only.
See individual Plot Plan





Lot Exhibits
N.T.S.



Vicinity Map
N.T.S.

PROJECT DATA:

Total # Lots = 15 Lots + 1 Retention reserve

Total Net Area = 91,543 s.f.. or 2.1015 Acres

Total Gross Area = 118,108 s.f. or 2.711 Acres

Density per Acre = 5.53 units / acre

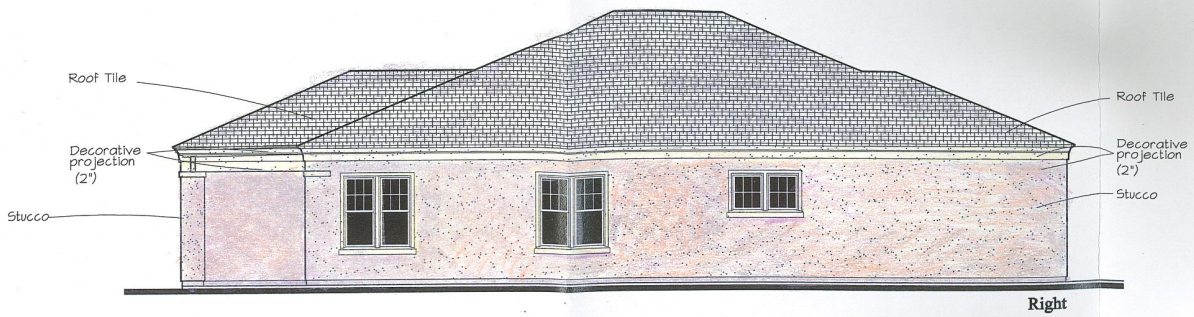
Open Space Percentage (including landscape tracts):
= 6,887 s.f. / 91,543 s.f. (net)
= 7.5 %

Lot Size:
Varies: 3,876 s.f. - 8,000 s.f.

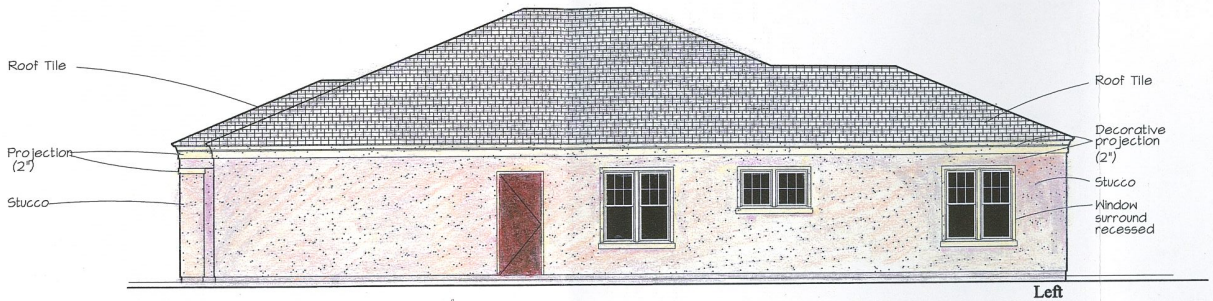
Lot Coverage:
Varies: 19.9 % - 68.2%

Ravennia
Overall Site Plan

cook associates architects, inc
777 east thomas rd, suite 150
phoenix, arizona 85014-5497
phone 602.252.9407 fax 602.253.5022



Right



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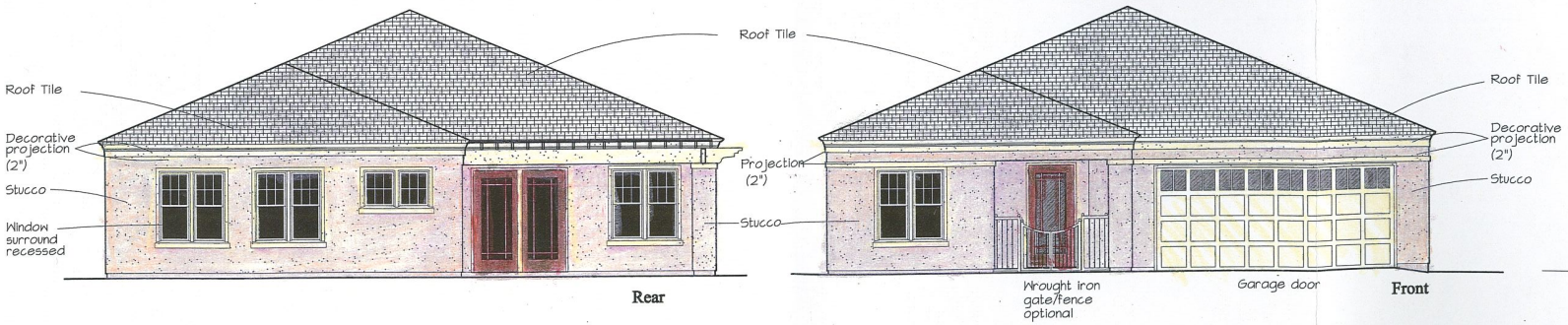


Rear

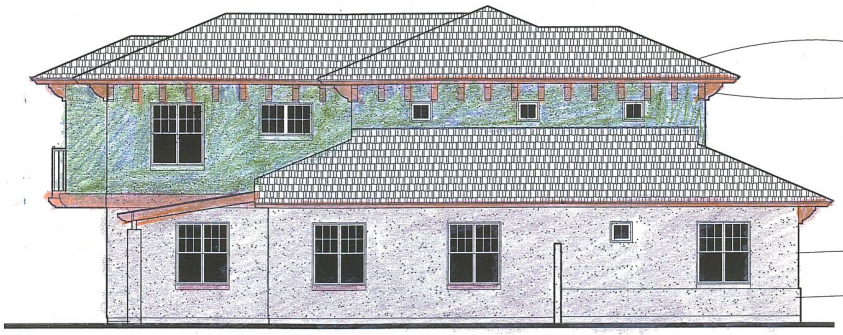
Front

Color Exhibit
Elevation B1

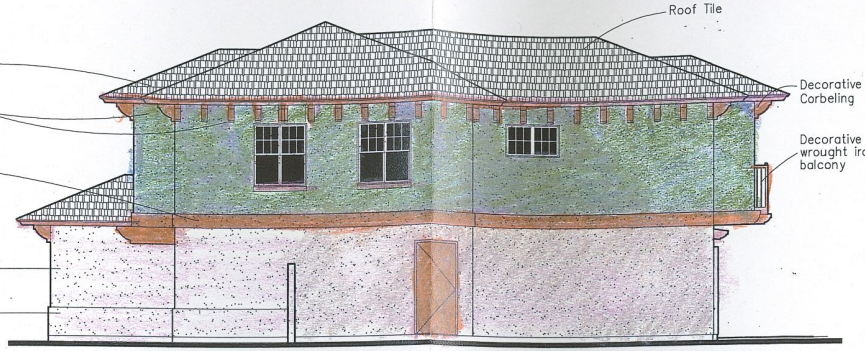
Ravennia

cook associates architects, inc
777 east thomas rd, suite 150
phoenix, arizona 85014-5497
phone 602.252.9407 fax 602.253.5022

Existing PAD/PDP Exhibits for Ravennia



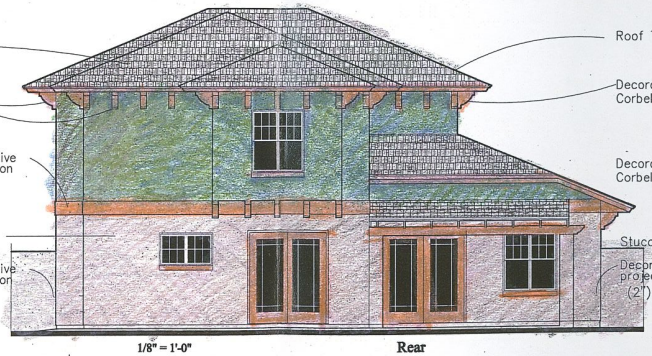
Left



Right

1/8" = 1'-0"

Rear (Alternate w/Balcony)



1/8" = 1'-0"

Rear

Front

Color Exhibit
Elevation C1

Ravennia

cook associates architects, inc
777 east thomas rd, suite 150
phoenix, arizona 85014-5497
phone 602.252.9407 fax 602.253.5022

ITEM 14

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** 21-047

Date:	August 26, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Debra Stapleton, Assistant City Manager Derek D. Horn, Development Services Director
From:	Benjamin Cereceres, City Planner
Subject:	PLH21-0023/PLH21-0005/PLT21-0004 The Village at Hamilton Park Introduction and tentative adoption of Ordinance No. 4984

Proposed Motion:

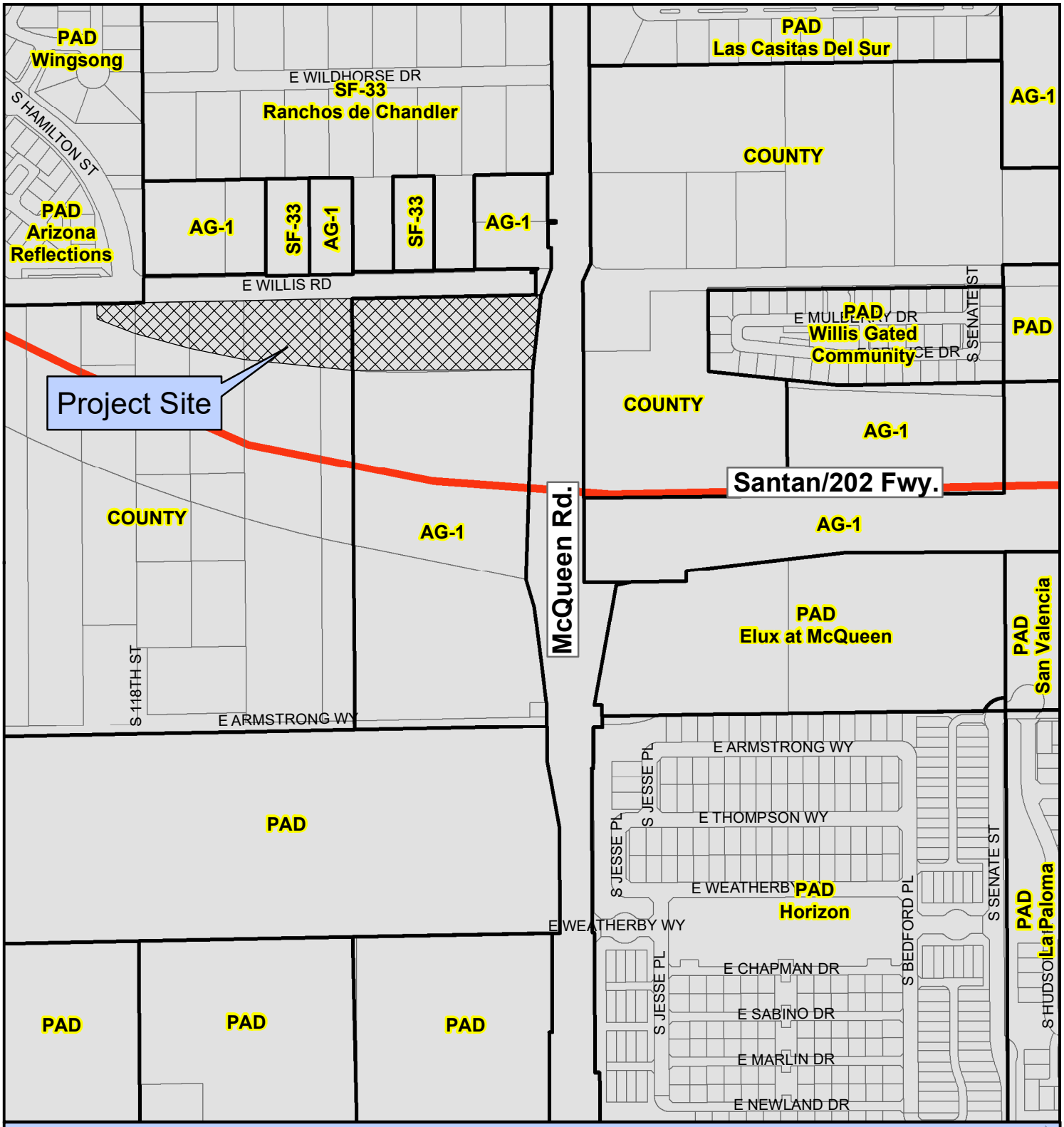
Move City Council continue Ordinance No. 4984, PLH21-0023/PLH21-0005/PLT21-0004 The Village at Hamilton Park, located at the Southwest corner of Willis and McQueen Roads, to the September 23, 2021, City Council Meeting, as recommended by Planning and Zoning Commission.

Background/Discussion

At the August 4, 2021, Planning and Zoning Commission meeting, Commission continued the case to the September 1, 2021, Planning and Zoning Commission meeting to allow additional time for adjustments to be made to the project.

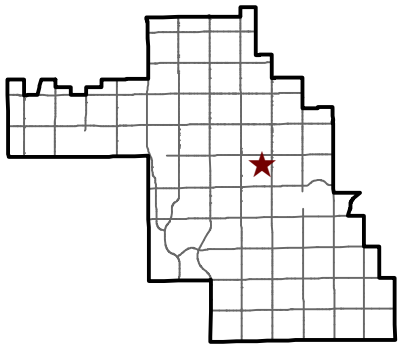
Attachments

Vicinity Maps



PLH21-0023/PLH21-0005/PLT21-0004 The Village at Hamilton Park

Proposed Project Details
REZONE/PDP/AREA PLAN AMENDMENT
7.34 Acres
44 Multi-Family Units
8.03 dwelling units per acre (du/ac)



Chandler Arizona
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For more information visit:
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PLH21-0023/PLH21-0005/PLT21-0004 The Village at Hamilton Park

Proposed Project Details
REZONE/PDP/AREA PLAN AMENDMENT
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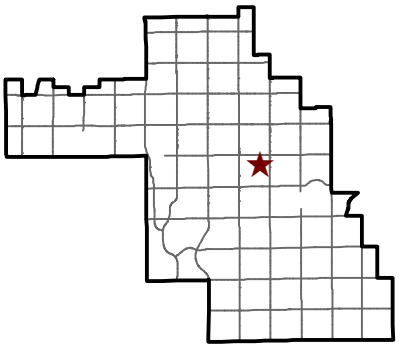
8.03 dwelling units per acre (du/ac)



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ITEM 15

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-048

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Zachary Werdean, Associate Planner
Subject: PLH21-0053 D'VINE GOURMET
Request: Use Permit approval for a Series 7 Beer and Wine Bar License to allow the sale of beer and wine for on-site tasting and off-site consumption
Location: 72 S. San Marcos Place
Applicant: Denise McCreery

Proposed Motion:

Move City Council approve Use Permit, PLH21-0053 d'Vine Gourmet, for a Series 7 Beer and Wine Bar License to allow the sale of beer and wine for on-site tasting and off-site consumption, located at 72 S San Marcos Place, approximately one quarter of a mile south of Chandler Boulevard on the west side of Arizona Avenue, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Zoned as City Center District (CCD)
- Zoning Code requires Use Permit approval for bar or cocktail lounge in all zoning districts.

Surrounding Land Use Data:

North	City Center District (CCD)	South	City Center District (CCD)
East	Arizona Avenue	West	City Center District (CCD)

Proposed Development:

Building/Suites Area	5,320 square feet
# of Employees	3-12 employees depending on season
Hours/Days of Operation	Open every day 10:00AM – 7:00PM

Review and Recommendation:

d'Vine Gourmet is a retail store that sells locally made gourmet food items (such as candy, jam, snacks, salsa, etc.), wine and beer (off-premise), and gifts featuring Arizona made gourmet treats and products. The business will operate with a Series 7 Beer and Wine Bar License for on-site tasting as well as off-site sales.

A Series 7 Beer and Wine Bar license is a compatible land use with the surrounding commercial and restaurant uses within Downtown Chandler. Planning staff has reviewed the request and find it consistent with the General Plan and applicable zoning.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on August 9, 2021. No residents were in attendance.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting on August 18, 2021.
Motion to Approve

In Favor: 5 Opposed: 0

Recommended Conditions of Approval

Planning staff finds the request is in compliance with the General Plan and Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

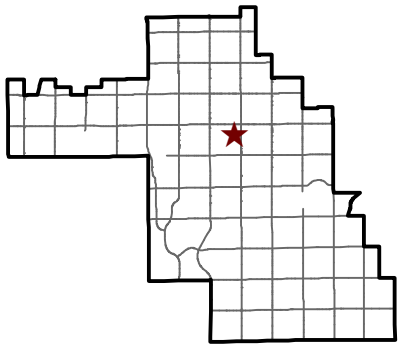
1. Substantial expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Use Permit and require new Use Permit application and approval.
2. The Use Permit is non-transferable to any other location.
3. The site shall be maintained in a clean and orderly manner.
4. This Use Permit approval is solely for a Series 7 Beer and Wine Bar license.

Attachments

Vicinity Maps
Narrative
Floor Plan

PLH21-0053 D'vine Gourmet

Proposed Project Details
72 S. San Marcos Pl.
Use Permit approval for a Series 7 Beer and Wine Bar License to allow the sale of beer and wine for on-site tasting and off-site consumption.



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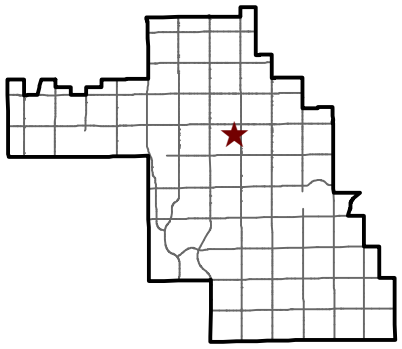
PLH21-0053 D'vine Gourmet

Proposed Project Details
72 S. San Marcos Pl.
Use Permit approval for a Series 7 Beer and Wine Bar License to allow the sale of beer and wine for on-site tasting and off-site consumption.



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d'Vine Gourmet
72 San Marcos
Chandler, AZ 85225

Denise McCreery
480/275-5320, 520/440-6994
denise@dvinegourmet.com

USE NARRATIVE

d'Vine Gourmet will be opening is second location at 72 S. San Marcos, Chandler, AZ 85225, we hope to open summer of 2021.

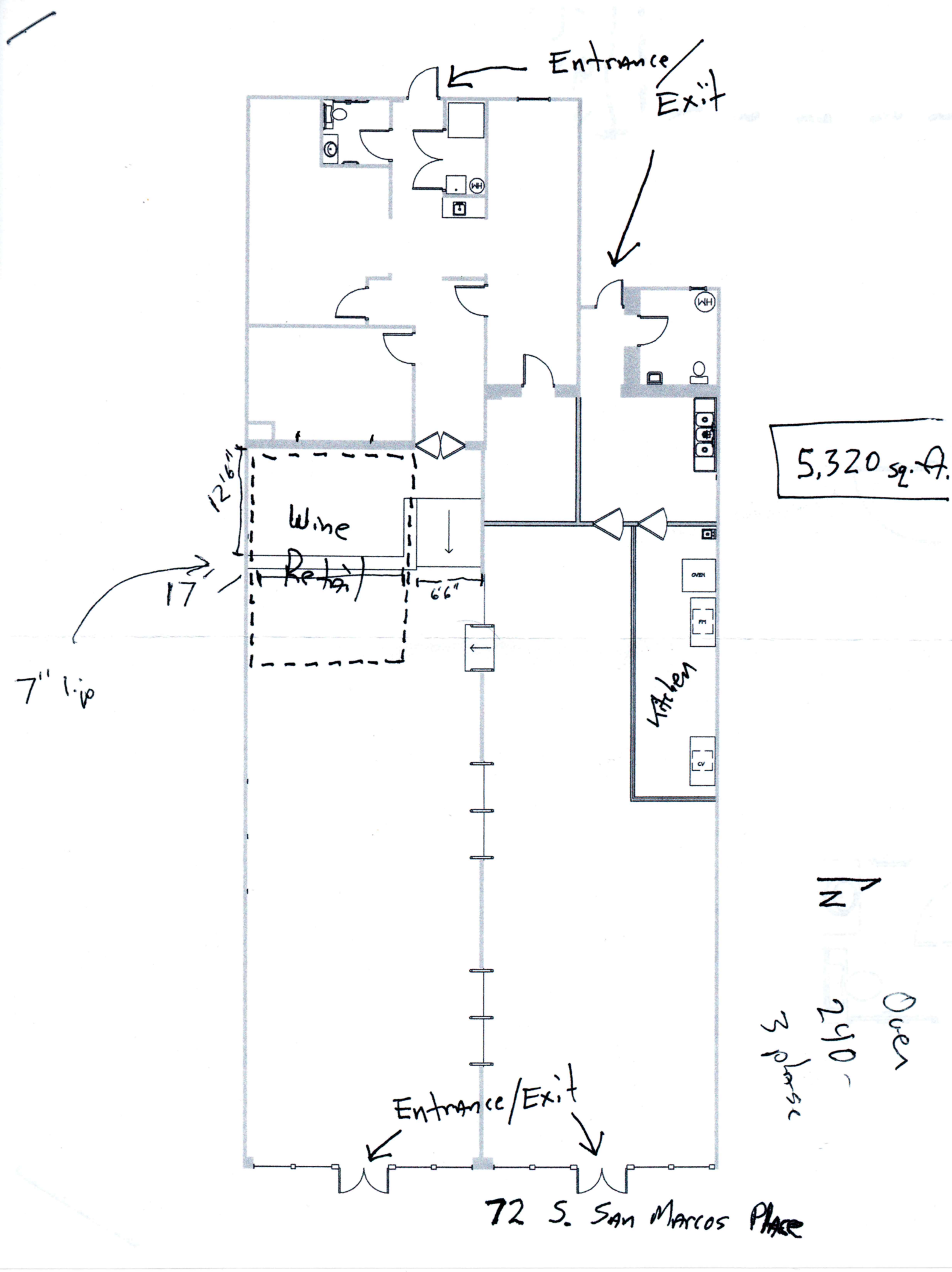
We will continue our current business model at this location as a retail store selling locally made gourmet food items (such as candy, jam, snacks, salsa, etc.), wine and beer (off-premise), gifts and gift baskets. Our store will also house our candy kitchenette and a packaging/shipping department in the back of the house. The use of space/land will continue as it currently is.

The building is 5320 sq ft and a floor plan of use was submitted with application. Our wine/beer sales will be consumed off-property and sold closed and in gift baskets.

Customers will use city providing parking in front/back of building and other public spaces; dVG hopes to request an additional short term/pick up parking spaces out front to assist customers with bulky/heavy purchases. Employees will park in the garage.

We intend to be open 10a-7p, seven days a week on average, with possible increase during the holiday season and decrease during summer. We will have 3-12 employees depending on season.

I believe we are on track with zoning requirements as this is simply a move of series 7 license to a building that currently had a series 10.


Entrance/
Exit
5,320 sq. ft.
12'6"
Wine
Retail
17'
6'6"
7" lip
Kitchen
N
Oven
240
3 phase
Entrance/Exit
72 S. San Marcos Place

CHANDLER arizona
Community of Innovation

City Council Memorandum **Fire Memo No.** N/A

Date:	August 26, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Thomas Dwiggins, Fire Chief
From:	Keith Hargis, Assistant Fire Chief
Subject:	Agreement No. FD7-200-3793, Amendment No. 4, for Fire Uniforms

Proposed Motion:

Move City Council approve Agreement No. FD7-200-3793, Amendment No. 4, with Municipal Emergency Services, Inc., for fire uniforms, in an amount not to exceed $175,000, for the period of September 15, 2021, through September 14, 2022.

Background/Discussion:

The Chandler Fire Department contracts with a vendor to provide Department-approved uniforms. Department staff uses an annual uniform allowance to purchase their individual uniforms. As uniforms are purchased throughout the year, amounts are deducted from each member's account. The account balances are tracked by the vendor and billing invoices are sent to Fire Administration monthly. This helps to ensure that Department members present the best appearance to the public and that they are provided with uniform items that meet national standards for safety.

Evaluation:

On September 14, 2017, City Council approved an agreement with Municipal Emergency Services, Inc., for Fire 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 per the current terms, conditions, and pricing. This is the fourth and final extension.

Financial Implications:

Funds will come from the Fire Department uniform account 101.2210.5313.0000.000000.0000

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2210.5313.0.0.0	General	N/A	$175,000	N

Attachments

3793 Amendment 4 - Vendor Signed

DocuSign Envelope ID: 3BA93889-8057-48F9-9E49-6DFF31E808BD

CHANDLER arizona

City Clerk Document No. 05-896

City Council Meeting Date: August 26, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FIRE UNIFORMS
CITY OF CHANDLER AGREEMENT NO. FD7-200-3793

THIS AMENDMENT NO. 4 (Amendment No. 4) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Municipal Emergency 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 Fire Uniforms (Agreement); and

WHEREAS, the term of the Agreement was September 15, 2018 through September 14, 2019, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the fourth and final option through this Amendment to extend the Agreement for September 15, 2021 through September 14, 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 of Amendment No. 3 and made a part of this Amendment No. 4. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $175,000.

3. Section 5.1, Term is amended to read as follows: The Agreement is extended for a one-year period September 15, 2021 through September 14, 2022.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

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IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Barry Richardson

Its: Regional Vice President

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 22-003

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
From: Dawn Lang, Management Services Director
Subject: Resolution No. 5456, Authorizing the Issuance and Sale of Not To Exceed $150,000,000 in Excise Tax Revenue Refunding Obligations, Taxable Series 2021

Proposed Motion:

Move City Council pass and adopt Resolution No. 5456, prepared by the City's bond counsel firm of Gust Rosenfeld, P.L.C, authorizing the issuance and sale of not to exceed $150,000,000 in Excise Tax Revenue Refunding Obligations, Taxable Series 2021.

Background:

The City's Financial Advisor, Piper Sandler, & Co., works with City staff to identify refunding opportunities based on current market conditions and potential present value savings. Current low-interest rates offer an opportunity to refinance a portion of the City's Excise Tax Revenue Obligations (ETROs) debt by refunding bonds previously issued and outstanding, specifically ETRO's Series 2011, 2013, and 2016, allowing the City to realize debt service savings. When completed, the refunding will reduce the amount of debt service expenses paid by the Water and Wastewater Operating Funds, helping control future rate increases.

The final interest rates, which will be determined at the time of the sale, will also determine the final principal amount that can/should be refunded. Therefore, to provide flexibility under varying market conditions, the resolution authorizes a maximum principal amount that may be sold.

Financial Implications:

The ETRO's will be backed by the City's excise taxes which include local sales tax, state shared revenues, franchise fees, licenses and permits and fines, and forfeitures. Although the ETRO's first pledge is excise taxes, the debt service on the ETRO's will be paid from water and wastewater operating funds generated from user fees. The City's Excise Taxes are pledged to ensure payment of the debt in the unlikely situation that the water and wastewater revenues are insufficient to make those payments. These obligations will be refunded as taxable under the 2017 Tax Reform Act, since they are classified as advanced refunded as the call date is longer than 90 days from the refunding date. Depending upon the final issue size, this refunding is expected to generate debt service savings to the City of approximately $9,000,000-$10,000,000 in net present value dollars.

Attachments

Chandler ETRO Refunding-Series 2021-Res No. 5456

Chandler ETRO Refunding-Series 2021-Agreement-draft
Chandler ETRO Refunding-Series 2021-Depository Trust Agreement-draft
Chandler ETRO Refunding-Series 2021-Continuing Disclosure Cert-draft
Chandler ETRO Refunding-Series 2021-Preliminary Official Statement-draft

RESOLUTION NO. 5456

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $150,000,000 PRINCIPAL AMOUNT OF EXCISE TAX REVENUE REFUNDING OBLIGATIONS, TAXABLE SERIES 2021 EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN AN AGREEMENT BETWEEN THE CITY OF CHANDLER, ARIZONA, AND A TRUSTEE TO PREPAY AND REFINANCE CERTAIN OUTSTANDING OBLIGATIONS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT, A TRUST AGREEMENT, A DEPOSITORY TRUST AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE; PROVIDING FOR THE SECURITY FOR THE PAYMENT OF THE OBLIGATIONS; PROVIDING CERTAIN TERMS, COVENANTS AND CONDITIONS CONCERNING THE SALE OF THE OBLIGATIONS INCLUDING THE DELEGATION TO THE MANAGEMENT SERVICES DIRECTOR THE AUTHORITY TO ISSUE AND SELL THE OBLIGATIONS ON A TAX-EXEMPT OR TAXABLE BASIS THROUGH A NEGOTIATED SALE BY AUTHORIZING THE OPTION TO EXECUTE AND DELIVER AN OBLIGATION PURCHASE AGREEMENT; DEEMING FINAL A FORM OF PRELIMINARY OFFICIAL STATEMENT; AND AUTHORIZING ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Chandler, Arizona (the "*City*") has outstanding its Excise Tax Revenue Obligations, Series 2011 (the "*2011 Obligations*"), its Excise Tax Revenue Obligations, Series 2013 (the "*2013 Obligations*"), its Excise Tax Revenue Obligations, Series 2015 (the "*2015 Obligations*"), its Excise Tax Revenue Refunding Obligations, Series 2016 (the "*2016 Obligations*") and its Excise Tax Revenue Obligations, Series 2017 (the "*2017 Obligations*" and, together with the 2011 Obligations, 2013 Obligations, 2015 Obligations and 2016 Obligations, the "*Prior Obligations*"); and

WHEREAS, the 2011 Obligations were executed and delivered by U.S. Bank National Association (the "*2011 Trustee*") as trustee under the Trust Agreement, dated as of May 1, 2011 (the "*2011 Trust Agreement*"), by and between the City and the 2011 Trustee, to pay a portion of the City's costs associated with a project (the "*2011 Project*"); and

WHEREAS, the 2013 Obligations were executed and delivered by U.S. Bank National Association (the "*2013 Trustee*") as trustee under the Trust Agreement, dated as of October 1, 2013 (the "*2013 Trust Agreement*"), by and between the City and the 2013 Trustee, to pay a portion of the City's costs associated with a project (the "*2013 Project*"); and

WHEREAS, the 2015 Obligations were executed and delivered by U.S. Bank National Association (the "*2015 Trustee*") as trustee under the Trust Agreement, dated as of December 1, 2015 (the "*2015 Trust Agreement*"), by and between the City and the 2015 Trustee, to pay a portion of the City's costs associated with a project (the "*2015 Project*"); and

WHEREAS, the 2016 Obligations were executed and delivered by Zions Bank, a division of ZB, National Association (the "*2016 Trustee*") as trustee under the Trust Agreement, dated as of September 1, 2016 (the "*2016 Trust Agreement*"), by and between the City and the 2016 Trustee, to pay a portion of the City's costs associated with refunding then outstanding debt obligations of the City (the "*2016 Project*"); and

WHEREAS, the 2017 Obligations were executed and delivered by U.S. Bank National Association (the "*2017 Trustee*" and together with the 2011 Trustee, 2013 Trustee, 2015 Trustee and 2016 Trustee, the "*Prior Trustees*") as trustee under the Trust Agreement, dated as of December 1, 2017 (the "*2017 Trust Agreement*" and together with the 2011 Trust Agreement, 2013 Trust Agreement, 2015 Trust Agreement and 2016 Trust Agreement the "*Prior Trust Agreements*"), by and between the City and the 2017 Trustee, to pay a portion of the City's costs associated with a project (the "*2013 Project*" and, together with the 2011 Project, 2013 Project, 2015 Project and 2016 Project the "*Prior Projects*"); and

WHEREAS, the City desires to prepay and refinance a portion of the costs of the Prior Projects through the execution and delivery of not to exceed $150,000,000 Excise Tax Revenue Refunding Obligations, Taxable Series 2021 (the "*Obligations*") on a tax-exempt or taxable basis, in an amount sufficient to refund all or a portion of the Prior Obligations (the "*Obligations Being Refunded*"), and to pay the costs of issuance of the Obligations, by a bank or trust company to be selected as trustee (the "*Trustee*") pursuant to a Trust Agreement (the "*Trust Agreement*") between the Trustee and the City, evidencing a proportionate interest of the owners thereof in certain payments to be made by the City pursuant to an Agreement (the "*Agreement*"); and

WHEREAS, the proceeds of the Obligations will be deposited with a bank or trust company selected as depository trustee (the "*Depository Trustee*") pursuant to a Depository Trust Agreement (the "*Depository Trust Agreement*") between the Depository Trustee and the City, and used to defease some or all of the Prior Obligations and redeem the same in advance of maturity as further set forth herein; and

WHEREAS, the series designation of the Obligations may be changed if they are not sold in calendar year 2021; and

WHEREAS, the firm of Piper Sandler & Co. will serve as the City's financial advisor (the "*Financial Advisor*") with respect to the Obligations; and

WHEREAS, a proposal for the purchase of the Obligations from an underwriter or underwriters (the "*Underwriter*"), as selected by the Management Services Director, with the assistance of the Financial Advisor, on such terms and at such prices, interest rates, maturities and redemption features as may hereafter be approved by the Management Services Director and agreed to by the Underwriter; and

WHEREAS, a proposal in the form of an Obligation Purchase Contract to be entered into between the City and the Underwriter (the "*Obligation Purchase Contract*") will be received from the Underwriter for the purchase of the Obligations; and

WHEREAS, proposed forms of the Trust Agreement, the Agreement, the Depository Trust Agreement, a Continuing Disclosure Certificate (the "*Continuing Disclosure Certificate*"), and a preliminary form of the Official Statement relating to the Obligations (the "*Preliminary Official Statement*") have been filed with the City Clerk for this meeting; and

WHEREAS, all acts, conditions and things required by the laws of the State of Arizona to happen, exist and be performed precedent to and in the adoption of this Resolution have

happened, exist and have been performed as so required in order to make this Resolution a valid and binding instrument for the security of the Obligations authorized herein;

NOW, THEREFORE, IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AS FOLLOWS:

Section 1. Authorization. For the purpose of providing funds to prepay and refinance a portion of the costs of the Obligations Being Refunded in advance of maturity pursuant to the terms of the Agreement, the Trust Agreement, the Depository Trust Agreement and the Obligation Purchase Contract is in the best interest of and in furtherance of the purposes of the City and in the public interest. Debt service on the Obligations shall be payable from payments made by the City under the Agreement, and such payments shall be secured by a pledge of the City's Excise Taxes (as defined herein).

Section 2. Approval and Terms. The City hereby approves the execution and delivery of the Obligations, as hereinafter described, by the Trustee. The Obligations shall be executed in the aggregate principal amount of not to exceed $150,000,000, sufficient to refund and defease the Obligations Being Refunded as determined by the Management Services Director and to pay the costs of issuance of the Obligations. The Obligations hereby authorized to be executed and delivered shall be designated City of Chandler, Arizona, Excise Tax Revenue Refunding Obligations, Taxable Series 2021, shall be in the minimum denomination of $5,000 of principal or any integral multiples thereof, shall be dated the date of initial delivery of the Obligations, will mature on July 1 in some or all of the years 2022 through and including 2033, and will bear interest from their date to the maturity or earlier redemption date of each of the Obligations at an interest rate not to exceed five percent (5.00%) per annum. The present value of the debt service savings, net of all costs associated with the Obligations shall be not less than three percent (3.00%) of the aggregate principal amount of the Obligations Being Refunded and shall result in present value savings of at least $1,000,000. The Obligations may be issued in one or more series as tax-exempt or taxable obligations, as determined by the Management Services Director.

The forms, terms, interest rates, dated date, interest payment dates, maturity dates, maturity amounts, provisions for redemption and other provisions of the Obligations and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement.

Section 3. Award. The Management Services Director is authorized to sell the Obligations to the Underwriter pursuant to an Obligation Purchase Contract.

Section 4. Approval of Documents. The Management Services Director is authorized and directed to determine and approve the final terms of the Obligations with the advice of the Financial Advisor in accordance with the Obligation Purchase Contract and cause the same to be set forth in the documents. The form, terms and provisions of the Agreement, the Trust Agreement, the Depository Trust Agreement and the Continuing Disclosure Certificate in substantially the form of

such documents (including the Obligations and other exhibits thereto) presented at this meeting are hereby approved, with such final provisions, insertions, deletions and changes as shall be approved by the Management Services Director, execution of each such document being conclusive evidence of such approval. The Mayor, any member of the Council, the City Clerk and the Management Services Director are hereby authorized and directed to approve, execute, attest, or deliver, where applicable, the Agreement, the Trust Agreement, the Depository Trust Agreement and the Continuing Disclosure Certificate and to take all action to carry out and comply with the terms of such documents.

Section 5. Reserved.

Section 6. Official Statement. The form, terms and provisions of the Preliminary Official Statement in the form (including exhibits thereto) presented at this meeting are hereby approved. The City hereby approves, ratifies and authorizes the use by the Underwriter of copies of the Preliminary Official Statement and the final Official Statement, which shall be in substantially the form of the Preliminary Official Statement with such changes as are necessary as a result of the sale of the Obligations (the "*Official Statement*") in connection with the public offering and sale of the Obligations. The City hereby deems the Preliminary Official Statement "final" as of its date for purposes of Rule 15c2-12 of the Securities Exchange Commission, as amended. The Mayor, any member of the Council or the Management Services Director is hereby authorized and directed to execute, when completed, the Official Statement.

Section 7. Trustee, Depository Trustee and Prior Trustees. The Management Services Director shall select a bank or trust company authorized to do business in the State of Arizona to act as Trustee under the Trust Agreement and as Depository Trustee under the Depository Trust Agreement. The City hereby requests the Trustee, Depository Trustee and Prior Trustees, as applicable, to take any and all action necessary in connection with the execution and delivery of the Agreement, the Trust Agreement, the Depository Trust Agreement, the Continuing Disclosure Certificate and the Obligation Purchase Contract, and the execution, delivery and sale of the Obligations; and the defeasance and redemption, as applicable, of the Obligations Being Refunded. The City further authorizes and directs the Trustee and any trustees for any obligations on a parity with the Obligations to enter into such agreements as may be reasonable for the administration of the trusts so held.

Section 8. Pledge of Excise Taxes. Pursuant to the Agreement and the Trust Agreement, the City shall pledge and grant a first lien on its unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, and state revenue-sharing, now or hereafter validly imposed by the City or contributed, allocated and paid over to the City and not earmarked by the contributor for a contrary or inconsistent purpose ("*Excise Taxes*") to the payments and other amounts to come due under the Agreement and the Trust Agreement. Excise Taxes include, without limitation, all fines and forfeitures. Revenues generated by the City from development impact fees will

not be deemed Excise Taxes for the purposes of the Agreement and Trust Agreement. Revenues received by the City from vehicle license taxes charged by the State of Arizona will not be deemed Excise Taxes for purposes of the Agreement and the Trust Agreement. The City may impose taxes for restricted purposes the revenues from which will not be Excise Taxes thereunder and will not be pledged to the payment of the amounts due pursuant to the Agreement and the Trust Agreement. The City's obligation to make the payments under the Agreement or the Trust Agreement does not constitute an obligation of the City or the State of Arizona, or any of its political subdivisions, for which the City or the State of Arizona, or any of its political subdivisions, is obligated to levy or pledge any form of ad valorem property taxation nor does the obligation to make any payments under the Agreement or the Trust Agreement constitute an indebtedness of the City or of the State of Arizona or any of its political subdivisions within the meaning of the Constitution of the State of Arizona or otherwise. The City's pledge of its Excise Taxes is on a parity with its Existing Parity Obligations (as defined in the Trust Agreement).

Section 9. Continuation of Excise Tax. Pursuant to the Agreement, the City will covenant and agree that the Excise Taxes which it presently imposes will continue to be imposed in each fiscal year so that the amount of Excise Taxes, all within and for such fiscal year, shall be sufficient to pay all amounts owing under the Agreement and the Trust Agreement, and under any obligations on a parity therewith, in such fiscal year. The City will further covenant and agree to not further encumber Excise Taxes pledged pursuant to the Agreement and Trust Agreement unless Excise Taxes received by the City in the immediately preceding fiscal year shall have amounted to at least three (3) times the highest combined debt service for the current year or any succeeding fiscal year for all existing parity obligations, including those proposed to be issued, secured by a pledge of the same Excise Taxes.

Section 10. Resolution Irrepealable. After any of the Obligations are delivered by the Trustee to the Underwriter thereof upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

Section 11. Execution of Documents. The Mayor, any member of the Council, the City Clerk, the Management Services Director and the other officers of the City, on behalf of the City, are each hereby authorized and directed, without further order of the Council, to execute and deliver such certificates, proceedings and agreements as may be necessary or convenient to be executed and delivered on behalf of the City, to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated by the Preliminary Official Statement and Official Statement.

Section 12. Resolution a Contract. This resolution shall constitute a contract between the City and the owners of the Obligations and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the Owners of Obligations then outstanding.

Section 13. Severability. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. The Mayor and Council hereby declare that the City would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Obligations pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

Section 14. Waiver of Inconsistency. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 15. Ratification of Actions. All actions of the officers and agents of the City which conform to the purposes and intent of this Resolution and which further the issuance and sale of the Obligations as contemplated by this Resolution whether heretofore or hereafter taken shall be and are hereby ratified, confirmed and approved. Any change made in the NIB which does not conform to the prior order of this Mayor and Council is hereby ratified. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 26th day of August, 2021.

ATTEST:

_____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5456 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 26th day of August, 2021, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT

Between

[U.S. BANK NATIONAL ASSOCIATION],
as Trustee

and

CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS,
TAXABLE SERIES 2021

Dated as of [_____] 1, 2021

AGREEMENT

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EXHIBIT A – Payment Schedule

AGREEMENT

THIS AGREEMENT (this "Agreement") by and between the City of Chandler, Arizona, a municipal corporation and a political subdivision under the laws of the State of Arizona (the "City"), and [U.S. Bank National Association], a national banking association authorized to do trust business in the State of Arizona (the "Trustee"), in its capacity as trustee under that certain Trust Agreement, dated as of [_____] 1, 2021, by and between the Trustee and the City (the "Trust Agreement");

W I T N E S S E T H:

WHEREAS, the City previously pledged certain of its revenues (the "Excise Taxes," as defined herein) to the payments due under certain agreements related to obligations, of which the following are currently Outstanding (as defined in the Trust Agreement):

(a) $7,355,000 (of $15,000,000 originally executed and delivered) of the City's Excise Tax Revenue Obligations, Series 2011 (the "2011 Obligations");

(b) $90,800,000 (of $104,500,000 originally executed and delivered) of the City's Excise Tax Revenue Obligations, Series 2013 (the "2013 Obligations");

(c) $_____ (of $66,660,000 originally executed and delivered) of the City's Excise Tax Revenue Obligations, Series 2015 (the "2015 Obligations");

(d) $_____ (of $19,510,000 originally executed and delivered) of the City's Excise Tax Revenue Refunding Obligations, Series 2016 (the "2016 Obligations" and, together with the 2011 Obligations, the 2013 Obligations, the 2015 Obligations, the "Obligations Being Refunded");

WHEREAS, the City now desires to prepay and refinance the Obligations Being Refunded in full in advance of its maturity; and

WHEREAS, the City has caused the refunding of the Obligations Being Refunded as provided for in the Trust Agreement, by authorizing the execution and delivery of the City's Excise Tax Revenue Refunding Obligations, Taxable Series 2021 (the "2021 Obligations") to be executed and delivered pursuant to the Trust Agreement;

WHEREAS, the Trustee will execute and deliver the 2021 Obligations and, at the direction of the City, use the proceeds of the 2021 Obligations to prepay and refinance the above-mentioned payments and thereby refund the Obligations Being Refunded and redeem them in advance of maturity, and the City shall have no further obligation to provide funds to pay costs and expenses attendant thereto; and

WHEREAS, the City has agreed to pay to the Trustee from time to time such amounts at such times as may be required to pay debt service on the 2021 Obligations, and has agreed to pledge its Excise Taxes (as defined herein) as security and the sole source of such payments.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter contained, it is hereby agreed as follows:

Section 1. Term and Payments.

(a) To provide funds necessary to (1) prepay and refinance Obligations Being Refunded, and (2) pay costs of delivery of the 2021 Obligations, the Trustee shall execute and deliver the 2021 Obligations and use the proceeds thereof to prepay and refinance the 2021 Obligations and payment of said delivery costs.

(b) For such purpose, the City agrees to make the payments described herein to the Trustee three Business Days in advance of the Payment Dates set forth, and in the amounts set forth in the payment schedule attached hereto as Exhibit A and incorporated herein (the "Payments"). The City's obligation to make such Payments shall be limited to payments from Excise Taxes pledged to the payment thereof by the City. The City shall receive a credit against amounts due equal to any amounts held in the Payment Fund (as defined in the Trust Agreement) and available for such purpose.

(c) The obligations of the City to make the Payments from the sources described herein and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach of the Trustee of any obligation to the City or otherwise, or out of indebtedness or liability at any time owing to the City by the Trustee. Until such time as all of the Payments shall have been fully paid or provided for, the City (1) will not suspend or discontinue any Payments provided for in this Section 1, (2) will perform and observe all other agreements contained in this Agreement, and (3) will not terminate the term of this Agreement for any cause, including, without limiting the generality of the foregoing, failure of the City or any other person to complete the acquisition, construction and installation of the capital facilities financed by the Obligations Being Refunded, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the capital facilities financed by the Obligations Being Refunded, the taking by eminent domain of title to or temporary use of any or all of the capital facilities financed by the Obligations Being Refunded, commercial frustration of purpose, abandonment of the capital facilities financed by the Obligations Being Refunded by the City, any change in the tax or other laws of the United States of America or of the State of Arizona or any political subdivision of either or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. This Agreement shall not terminate so long as any payments are due and owing and unprovided for under the 2021 Obligations.

Section 2. Pledge of Excise Taxes; Limited Obligations. The City hereby pledges for the Payments to be made hereunder and all other amounts payable pursuant hereto its Excise Taxes, as defined in Section 3 below. The City intends that this pledge shall be a first lien pledge upon such amounts of said taxes as will be sufficient to make the Payments pursuant hereto when due. The City agrees and covenants to make said Payments from such Excise Taxes, except to the extent it chooses to make the Payments from other funds pursuant to Section 5. Said pledge of, and said lien on, the Excise Taxes is hereby irrevocably made and created for the prompt and punctual payment of the amounts due hereunder according to the terms hereof, and to create and maintain the funds as hereinafter specified in this Agreement or as may be specified in the Trust Agreement. All of the Payments are coequal as to the pledge of and lien on the Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor. The pledge and lien shall be on a parity with the pledge of and lien on such Excise Taxes for the payments due with respect to the City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2011 ($15,000,000 principal amount issued, $7,355,000 outstanding); City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2013 ($104,500,000 principal amount issued, $90,800,000 outstanding); City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2015 ($66,660,000 principal amount issued, $55,835,000 outstanding); the City of Chandler, Arizona Excise Tax Revenue Refunding Obligations, Series 2016 ($19,510,000 principal amount issued, $17,140,000 outstanding); the City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2017 ($36,220,000 principal amount issued, $33,420,000 outstanding); and the City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2019 ($13,000,000 principal amount issued, $11,050,000 outstanding). The City shall remit to the Trustee (or other appropriate trustee with respect to Parity Obligations) from Excise Taxes all amounts due under this Agreement and Parity Obligations in the amounts and at the times and for the purposes as required herein and in the Trust Agreement. The City's obligation to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from Excise Taxes and shall in no circumstances constitute a general obligation of, or a pledge of the full faith and credit of, the City, the State of Arizona, or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any ad valorem taxes.

Section 3. Excise Taxes. "Excise Taxes" shall mean all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, and state revenue-sharing, now or hereafter validly imposed by the City or contributed, allocated and paid over to the City and not earmarked by the contributor for a contrary or inconsistent purpose. Excise Taxes include, without limitation, all fines and forfeitures. Revenues generated by the City from development impact fees will not be deemed Excise Taxes for the purposes of this Agreement and the Trust Agreement. Revenues received by the City from vehicle license taxes charged by the State of Arizona will not be deemed Excise Taxes for purposes of this Agreement and the Trust Agreement. The City may impose taxes for restricted purposes the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to this Agreement. All Excise Taxes in excess of amounts, if any, required to be deposited with or held by the Trustee (or other appropriate trustee with respect to Parity Obligations) for Payments due under this Agreement or the Trust

Agreement or agreements relating to Parity Obligations shall constitute surplus revenues and may be used by the City for any lawful purpose for the benefit of the City, including the payment of junior lien obligations to which such Excise Tax revenues may from time to time be pledged. If at any time the moneys in the funds and accounts held for payment of amounts due under this Agreement or Parity Obligations are not sufficient to make the deposits and transfers therein required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms hereof, and the transfer of any such sum or sums to said fund or accounts as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

Section 4. Surplus and Deficiency of Excise Taxes. Subject to the rights with respect to the Excise Taxes of the Owners of the Parity Obligations, and any other obligations issued on a parity herewith pursuant to the Trust Agreement and this Agreement, Excise Taxes in excess of amounts, if any, required to be deposited with or held by the Trustee for payments due under this Agreement or the Trust Agreement shall constitute surplus revenues and may be used by the City for any lawful purpose for the benefit of the City, including the payment of subordinate lien obligations to which such Excise Tax proceeds may from time to time be pledged. If at any time the moneys in the funds and accounts held for payment of amounts due under this Agreement or the Trust Agreement are not sufficient to make the deposits and transfers herein required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement, and with respect to payment for Excise Taxes pro rata, as applicable, with amounts due with respect to obligations on a parity therewith with respect to the Excise Taxes, and the transfer of any such sum or sums to said fund or accounts as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

The City shall impose all necessary Excise Taxes and shall collect and receive the proceeds of sufficient Excise Taxes, and pay such proceeds to the Trustee in such amounts and at such times as will be fully sufficient, in conjunction with any other legally available moneys (but not proceeds of ad valorem taxes, except in compliance with Section 5 which the City may from time to time lawfully choose to pay to the Trustee), to assure the punctual performance of all duties requiring the payment or expenditure of money by the City under the terms of this Agreement. Such payments shall be made on the dates specified herein during the term of this Agreement and shall be sufficient to meet all requirements for the 2021 Obligations.

Section 5. Use of Other Funds at the Option of the City. The City may, at the City's sole option, make the Payments from its other funds as permitted by law and as the City shall determine from time to time, but the Trustee acknowledges that it has no claim hereunder to such other funds. No part of the Payments payable pursuant to this Agreement shall be payable out of any ad valorem taxes imposed by the City or from bonds or other obligations, the payment of which the City's general taxing authority is pledged, unless (a) the same shall have been duly budgeted by the City according to law, (b) such payment or payments shall be within the budget limitations of the statutes of the State of Arizona, and (c) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State of Arizona.

Section 6. Parity Obligations. So long as any amounts due hereunder remain unpaid or unprovided for, the City shall not create, suffer or permit any lien upon the Excise Taxes senior to the lien hereof. So long as any amounts due hereunder remain unpaid or unprovided for, the City shall not create, suffer or permit any lien upon Excise Taxes on a parity herewith except for Parity Obligations upon compliance with the requirements therefor set out in the Trust Agreement.

Section 7. The City to Maintain Coverage of Three Times Debt Service. The City covenants and agrees that the Excise Taxes which it presently imposes will continue to be imposed in each Fiscal Year so that the amount of Excise Taxes, all within and for the next preceding Fiscal Year of the City, shall be equal to at least three times the Maximum Annual Debt Service Requirement payable hereunder, and under any Outstanding Parity Obligations, for the current Obligation Year. The City further covenants and agrees that if such receipts for any such Fiscal Year shall not equal at least three times such Maximum Annual Debt Service Requirement for such Obligation Year, or if at any time it appears that the current Fiscal Year's receipts will not be sufficient to meet the current Obligation Year's Maximum Annual Debt Service Requirement, the City will either impose new Excise Taxes or will increase the rates of such taxes currently imposed in order that (a) the current Fiscal Year's receipts will be sufficient to meet the current Obligation Year's Maximum Annual Debt Service Requirement and (b) the then current Fiscal Year's receipts will be equal to at least three times the next succeeding Obligation Year's Maximum Annual Debt Service Requirement.

Section 8. Representations, Warranties and Covenants. The City represents, warrants and covenants that it has the power to enter into this Agreement, that this Agreement is a lawful, valid and binding obligation of the City, enforceable against the City in accordance with its terms, and has been duly authorized, executed and delivered by the City; that all required procedures for execution and performance hereof, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; that all Payments hereunder will be paid when due out of funds which are legally available for such purposes.

Section 9. Option to Prepay; Option to Partially Prepay; Providing for Payment.

(a) The City may prepay the principal component of any Payment under this Agreement.

(b) The City may provide for the payment of any Payment in any one or more of the following ways:

(1) by paying such Payment as provided herein as and when the same becomes due and payable at its scheduled due date pursuant to Section 1 hereof;

(2) by depositing with a Depository Trustee (as defined below), in trust for such purposes, at or before maturity, money which, together with the amounts

then on deposit with the Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment; or

(3) by depositing with a Depository Trustee, in trust for such purpose, any Government Obligations which are noncallable, in such amount as shall be certified to the Trustee and the City, by a national firm of certified public accountants acceptable to both the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with the Trustee and available for such Payment, to make, or cause to be made, such Payment, as and when the same becomes due and payable at maturity.

A Depository Trustee shall be any bank or trust company, including the Trustee, with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State of Arizona authority who holds money and securities in trust for the purposes set forth in subparagraphs (2) or (3) of this paragraph (b) (a "Depository Trustee").

Section 10. Event of Default and Remedies Upon Event of Default.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) The City's failure to make any Payment or any other amount payable hereunder or under the Trust Agreement when the same shall become due;

(2) The City's failure to perform or observe any other covenant, condition or agreement required to be performed or observed by the City hereunder or under the Trust Agreement and such failure shall continue for a period of 20 days after written notice thereof from the Trustee to the City; provided, however, that if the failure cannot be corrected within the applicable time period, the Trustee will not unreasonably withhold its consent to an extension of 180 days from the date of delivery of such written notice to the City by the Trustee if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; provided, however, that if the failure cannot be corrected within the initial 180 day extension, the City may request, and the Trustee will not unreasonably withhold its consent to, successive additional 180 day extension(s) so long as the City is diligently pursuing corrective action;

(3) Any representation or warranty made by the City hereunder shall be untrue in any material respect as of the date made and not made true in all material respects within 20 days of notice thereof from the Trustee to the City;

(4) The City shall make, permit or suffer any unauthorized assignment or transfer hereof or any interest therein; or

(5) The City becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for the City or a substantial part of its property and is not discharged within 60 days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the City and, if instituted against the City, is consented to or acquiesced in by the City or is not dismissed within 60 days.

(b) Upon the occurrence of any Event of Default specified in subsection 10(a) hereof, the Trustee shall give written notice of such Event of Default to the City and may, upon the request of the Owners of 25% in aggregate principal amount of the 2021 Obligations then outstanding and upon being indemnified pursuant to its satisfaction, pursue or exercise any of the following remedies or rights, provided that such election or commencement to exercise any such remedy or right shall not preclude the Trustee from concurrently or separately electing or exercising any other remedy not inconsistent therewith:

(1) Enforce this Agreement by appropriate legal or other action to collect all amounts due or accruing hereunder or under the Trust Agreement and to cause the City to pay or perform its other obligations hereunder or under the Trust Agreement when and as the same shall be required to be paid or performed hereunder or thereunder, and for damages for the breach hereof and of the Trust Agreement, which damages shall be the amounts payable hereunder at the times herein set forth without acceleration plus the reasonable costs of collection, including reasonable attorneys' fees and expenses;

(2) Pursue and exercise any other remedy available at law or in equity and all other remedies permitted under the Trust Agreement. No other remedy exercised by the Trustee under this Section 10 shall excuse any of the City's obligations hereunder.

(c) The Trustee, upon the bringing of a suit to collect the Payments in default, may as a matter of right, without notice and without giving bond to the City or anyone claiming under the City, seek and obtain injunctive relief.

(d) The obligation of the City to make Payments is not subject to acceleration and such Payments may not be made immediately due and payable for any reason.

Section 11. Assignment.

(a) Except as otherwise provided herein, without the prior written consent of the Trustee (which, prior to the payment of the 2021 Obligations in full, shall not be given without the Trustee's receipt of direction from the Owners of a majority in aggregate principal amount of the 2021 Obligations then Outstanding to give such consent), the City shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement, or any interest therein.

(b) Subject to the terms of the Trust Agreement, the Trustee shall be entitled, with or without notice to, or the consent of, the City, to sell, pledge, assign, transfer and encumber all or any part of its right, title and interest in and to this Agreement and all payments of any kind due or which become due to the Trustee hereunder, provided that such transfer or assignment shall not impair the 2021 Obligations, that the transferee or assignee shall be bound by the terms hereof and all related agreements executed by the Trustee in connection herewith and shall execute such nondisturbance and acceptance instruments as shall reasonably be required to evidence the same as hereinafter provided and, upon the City's receipt of notice of any such assignment or transfer of the Trustee's interest, any such assignee(s) or transferee(s) shall thereafter (collectively, if more than one) become and be deemed to be the Trustee hereunder, and have all of the rights, powers, privileges and remedies, and be subject to all of the covenants and agreements, of the Trustee hereunder for all purposes hereof.

During the term hereof, the City shall maintain a complete and accurate record of all such sales, assignments and transfers in form necessary to comply with Section 149(a) of the United States Internal Revenue Code of 1986, as amended (the "Code"), and the regulations proposed or existing, from time to time promulgated thereunder. Upon the City's receipt of written notice as above-described, of the Trustee's sale, assignment or transfer of all or any part of its interest in this Agreement or the payments hereunder, the City agrees to attorn to and recognize any such purchaser(s), assignee(s) or transferee(s) (jointly if more than one) as the owner(s) of all right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant hereto, and as the Trustee(s) hereunder. Upon the written request of any purchaser, assignee or transferee of the Trustee's interest, the City agrees to execute and deliver to such purchaser, assignee or transferee such certificates or other instruments in such forms as may reasonably be required by such purchaser, assignee or transferee, and to which the City can truthfully attest, including but not limited to a separate acknowledgment of assignment and attornment certificate in the customary form as to such purchaser's, assignee's or transferee's right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant hereto. Any such purchaser, assignee or transferee shall agree in writing to assume and perform all of the duties and responsibilities of the Trustee and shall acknowledge the City's rights hereunder. Provided, however, that in the event the Trustee becomes merged or consolidated with any other entity and the resulting entity meets the requirements for a successor trustee under the Trust Agreement, then the resulting entity shall assume all rights, responsibilities and duties of the Trustee hereunder without the execution or filing of any papers or any further act on the part of either party and "Trustee" hereunder shall refer to such resulting party.

Section 12. Reserve Fund. If a Reserve Fund is required by the Trust Agreement, the Trustee shall create a separate deposit account to be held in the custody of the Trustee under the Trust Agreement; said fund shall be designated the "Reserve Fund".

(a) The Reserve Fund may contain either invested cash or an insurance policy, surety bond, letter of credit or other form of security.

(b) Moneys in the Reserve Fund shall be maintained in an amount not less than the Reserve Fund Requirement as defined in the Trust Agreement. If at any time the amount on deposit in the Reserve Fund is less than the Reserve Fund Requirement, the Trustee shall so notify the City and the City shall be required to immediately restore from Excise Taxes the amount on deposit in the Reserve Fund to an amount equal to the Reserve Fund Requirement. No amount of the Excise Taxes shall be considered surplus revenues or available to the City until the Reserve Fund has been restored to the Reserve Fund Requirement. If the Reserve Fund contains a surety bond or other form of security, restoration of the Reserve Fund shall include payment to the provider of the surety bond or other form of security of all amounts due under any agreement with such provider, including reimbursement of any amount drawn on the surety bond or other form of security, interest thereon until repaid and any costs associated therewith, all of which shall be additional lease payments hereunder.

(c) If on any Computation Date (as defined in the Trust Agreement), the total amount in the Reserve Fund exceeds the Reserve Fund Requirement, an amount equal to such excess shall be transferred from the Reserve Fund and shall be applied by the Trustee to Payments hereunder and to payments due under Outstanding Parity Obligations for which a separate reserve fund is not established, or for which none is required, in proportion to the amount next to come due on such Agreement or Parity Obligation which is otherwise not provided for, as provided in the Trust Agreement. Except for such excess amounts, moneys on deposit in the Reserve Fund shall be used only to make up any deficiencies in the Excise Taxes for the payment of the Payments and payments due under Outstanding Parity Obligations for which a separate reserve fund is not established and to pay amounts due as reimbursement of any amounts drawn on any surety bond or other form of security and any interest thereon.

(d) Any investment earnings allocated to the Reserve Fund pursuant to the Trust Agreement shall be used first to cause the amount on deposit in the Reserve Fund to equal the Reserve Fund Requirement or to reimburse any amounts drawn on the surety bond or other form of security and any interest thereon, as provided in the Trust Agreement and, to the extent not necessary for such purpose, shall be applied by the Trustee to Payments to be made hereunder and to payments due under Outstanding Parity Obligations other than ones for which a separate reserve fund is established or no reserve fund is required.

Section 13. Miscellaneous.

(a) No covenant or obligation herein to be performed by the City may be waived except by the written consent of the Trustee and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude the Trustee from invoking such remedy at any later time prior to the City's cure of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State of Arizona in effect from time to time.

(c) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both the Trustee and the City.

(d) Any term or provision hereof found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) The Trustee hereunder shall have the right at any time or times, by notice to the City, to designate or appoint any person or entity to act as agent or trustee for the Trustee for any purposes hereunder.

(f) The City agrees to pay interest at the rates necessary to pay the interest components specified in Exhibit A.

(g) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(h) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(i) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the Trustee's right, title or interest herein shall be and have the rights of a third party beneficiary hereunder.

Section 14. Notices; Mailing Addresses. All notices, consents or other communications required or permitted hereunder shall be deemed sufficient if given in writing addressed and mailed by registered or certified mail, or delivered to the party for which the same is intended or certified, as follows:

If to Trustee: [U.S. Bank National Association]
101 North First Avenue, Suite 1600
Phoenix, AZ 85003
Attention: [_____]
(602) 257-5435

If to City: City of Chandler, Arizona
175 South Arizona Avenue, 3rd Floor
Chandler, Arizona 85225
Attn: Management Services Director
(480) 782-2250

with a copy to: Gust Rosenfeld P.L.C.
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Telecopy No.: (602) 254-4878
Attn: Timothy A. Stratton, Esq.
(602) 257-7432

Section 15. Definitions. All terms not otherwise defined herein are as defined in the Trust Agreement.

Section 16. Reserved.

Section 17. Notice as to Conflict of Interest. A.R.S. Section 38-511 provides that the City may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In addition, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City from any other party to the contract arising as a result of the contract.

Section 18. Trustee. The Trustee is acting hereunder in its capacity as the Trustee under the Trust Agreement and is entitled to all the rights, protections, immunities and indemnities hereunder as afforded to the Trustee under the Trust Agreement.

Section 19. E-Verify Requirements. To the extent applicable under A.R.S. Section 41-4401, the Trustee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. Section 23-214(A). The Trustee or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of the Trustee's services by the City. The City retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractor employees who work on this Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

The Trustee and its subcontractors warrant to keep the papers and records open for random inspection by the City during normal business hours. The Trustee and its subcontractors shall cooperate with the City's random inspections including granting the City

entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Section 20. No Boycott of Israel. To the extent A.R.S. Section 35-393 through Section 35-393.03 is applicable, the Trustee hereby certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. Section 35-393.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st day of [_____], 2021.

TRUSTEE:

[U.S. BANK NATIONAL ASSOCIATION]

By_____
Its_____

State of Arizona)
) ss:
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of U.S. Bank National Association, a national banking association authorized to do trust business in the State of Arizona, on behalf of Trustee.

My commission expires:

_____ _____
Notary Public

[Signature page of Trustee to Agreement]

CITY:

CITY OF CHANDLER, ARIZONA, a municipal corporation and political subdivision under the laws of the State of Arizona

By_____
Mayor

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:

By _____
Special Counsel

State of Arizona)
) ss:
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Kevin Hartke, the Mayor of the City of Chandler, Arizona, a municipal corporation and political subdivision under the laws of the State of Arizona, on behalf of the City.

My commission expires:

_____ _____
Notary Public

[Signature page of City to Agreement]

EXHIBIT A

PAYMENT SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service

DEPOSITORY TRUST AGREEMENT

This Depository Trust Agreement (this "*Agreement*") dated as of [_____] 1, 2021, by and between the **CITY OF CHANDLER, ARIZONA** (the "*City*"), and [**U.S. BANK NATIONAL ASSOCIATION**], a national banking association authorized to do trust business in the State of Arizona, as depository trustee (the "*Depository Trustee*") and as registrar of the hereinafter defined Obligations Being Refunded (the "*Refunded Registrar*");

W I T N E S S E T H:

WHEREAS, the following obligations of the City have been issued and are currently outstanding (the "*Obligations Being Refunded*"):

CUSIP (Base No. 158855)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Maturity or Redemption Date (July 1)	Redemption Price on Obligations Being Refunded (as a percentage of the principal)
BF2	05/11/2011	City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2011 (the "*2011 Obligations*")	$ 905,000	2022	$ 905,000	2022	100%
BG0			950,000	2023	950,000	2022	100
BH8			995,000	2024	995,000	2022	100
BJ4			1,045,000	2025	1,045,000	2022	100
BK1			1,100,000	2026	1,100,000	2022	100
BL9			1,150,000	2027	1,150,000	2022	100
BM7			1,210,000	2028	1,210,000	2022	100
BX3	11/13/2013	City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2013 (the "*2013 Obligations*")	$ 4,500,000	2024	$ 4,500,000	2023	100%
BY1			4,700,000	2025	4,700,000	2023	100
BZ8			5,000,000	2026	5,000,000	2023	100
CA2			5,000,000	2027	5,000,000	2023	100
CB0			4,900,000	2028	4,900,000	2023	100
CC8			11,500,000	2029	11,500,000	2023	100
CD6			11,500,000	2030	11,500,000	2023	100
CE4			12,000,000	2031	12,000,000	2023	100
CF1			12,000,000	2032	12,000,000	2023	100
CG9			12,000,000	2033	12,000,000	2023	100
CS3	12/22/2015	City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2015 (the "2015 Obligations")	$2,240,000	2026	$2,240,000	2025	100%
CT1			1,750,000	2027	1,750,000	2025	100
CU8			3,060,000	2028	3,060,000	2025	100
CV6			4,740,000	2029	4,740,000	2025	100
CW4			4,875,000	2030	4,875,000	2025	100
CX2			5,015,000	2031	5,015,000	2025	100
CY0			5,160,000	2032	5,160,000	2025	100
CZ7			5,310,000	2033	5,310,000	2025	100
DA1			5,465,000	2034	5,465,000	2025	100
DB9			5,620,000	2035	5,620,000	2025	100
DL7	9/8/2016	City of Chandler, Arizona Excise Tax Revenue Refunding Obligations, Series 2016 (the "2016 Obligations")	$3,050,000	2028	$3,050,000	2026	100%

WHEREAS, The Refunded Registrar is the bond registrar and paying agent for the Obligations Being Refunded; and

WHEREAS, U.S. Bank National Association is the bond registrar and paying agent for the 2021 Obligations; and

WHEREAS, by a resolution adopted on [August 26, 2021], (the "*Resolution*"), the Mayor and City Council of the City have authorized the execution, delivery and sale of $[_____] in aggregate principal amount of the City's Excise Tax Revenue Refunding Obligations, Series 2021 (the "2021 *Obligations*"), which were issued to prepay and refinance the Obligations Being Refunded and pay costs of issuance of the 2021 Obligations; and

WHEREAS, the Resolution and that certain Trust Agreement, dated as of [_____] 1, 2021 (the "*Trust Agreement*"), between the City and the Depository Trustee, in its separate capacity as trustee under the Trust Agreement, authorizes and directs the City and the Depository Trustee to enter into this Agreement for the safekeeping and handling of the moneys and securities to be held in trust to prepay and refinance the Obligations Being Refunded; and

WHEREAS, the Depository Trustee agrees to accept and administer the irrevocable trust created hereby; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Trust Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth it is hereby agreed as follows:

Section 1. Deposit With Depository Trustee. Pursuant to this Agreement, the Depository Trustee has received for deposit the following amounts to prepay and refinance the Obligations Being Refunded.

2021 Obligation Proceeds	$_____
[Premium]	_____
Less: Underwriter's Discount	[(_____)]
Less: Deposit to Costs of Issuance Fund held by Trustee	[(_____)]
TOTAL	$_____

Section 2. Trust Account. The Depository Trustee shall hold the moneys so deposited, all investments made with such moneys and all earnings from investment and reinvestment of such moneys and all other moneys received by the Depository Trustee from the City hereunder in an irrevocable segregated and separate trust account that is separate from all other moneys, funds and investments deposited with the Depository Trustee (the "*Trust Account*") for the sole and exclusive benefit of the holders of the Obligations Being Refunded until transfer to the Refunded Registrar for final payment thereof.

Section 3. Government Obligations. On the date of initial delivery of the 2021 Obligations, the Depository Trustee shall invest the Trust Account in (a) obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America or

(b) any of the senior debt of any of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities, including, without limitation: (i) United States Treasury Obligations - State and Local Government Series; (ii) United States Treasury bills, notes and bonds, as traded on the open market; (iii) Zero Coupon United States Treasury Bonds; or (iv) shares in an investment management company that invests solely in obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America (the "*Government Obligations*") as follows: $_____ shall be applied to create a portfolio of Government Obligations as described in *Exhibit A* hereto (the "*Restricted Obligations*") and $____ will be held uninvested as an initial cash deposit to the Trust Account, all to refund the Obligations Being Refunded.

The investment income from the Government Obligations shall be collected and received by the Depository Trustee and credited to the Trust Account. The Depository Trustee shall keep adequate records of such moneys, Government Obligations and investment earnings so as to permit the portfolio to be accounted for separately.

The Trustee shall not sell or redeem such Government Obligations in advance of their maturity dates except as provided in Section 5 hereof.

Section 4. Code Provisions. The parties recognize that amounts credited to the Trust Account and invested in the Restricted Obligations are, at the time of execution and delivery hereof, subject to restrictions as to investment under the Internal Revenue Code of 1986, as amended (the "*Code*"), in order for the interest on the Obligations Being Refunded to be, or continue to be, excluded from gross income for purposes of calculating federal income taxes. In order to comply with such currently applicable restrictions, and subject to the provisions of Section 5 hereof, the following provisions shall apply with respect to reinvestment of amounts credited to the Trust Account:

(a) Amounts received as maturing principal of or interest on the Government Obligations credited to the portfolio prior to the date such amounts are to be transferred to the Refunded Registrar to be used to pay principal of or interest on the Obligations Being Refunded and are not to be reinvested.

(b) Yields are to be calculated by means of an actuarial method of yield calculation whereby "yield" means the discount rate that, when used in computing the present value as of the date the investment is first allocated to the 2021 Obligations of all unconditionally payable receipts from the investment (using the same compounding intervals and financial conventions used to compute the yield on the 2021 Obligations), produces an amount equal to the present value of all unconditionally payable payments for the investments. The Depository Trustee will not be responsible for the calculation of any yield.

(c) The purchase price of a Government Obligation used in determining its yield must be the market price of the Government Obligation on an established market. This means that a premium may not be paid to adjust the yield and that a lower interest rate than is usually paid may not be accepted.

(d) Notwithstanding the foregoing, and subject to the provisions of Section 5 hereof, any amounts held in the Trust Account may be invested in investments having any yield if the parties hereto receive an opinion in form and substance satisfactory to them of nationally recognized bond counsel selected by the City experienced in the field of municipal bonds whose opinions are generally

accepted by purchasers of municipal bonds to the effect that such investment will not cause any of the Obligations Being Refunded to become arbitrage bonds within the meaning of Section 148 of the Code, and will not otherwise cause the interest on the Obligations Being Refunded to become included as gross income for purposes of calculating federal income taxes.

(e) Amounts received from reinvestment of maturing principal of and interest on Government Obligations, if any, prior to the date such amounts are to be used to make payments on the Obligations Being Refunded pursuant to this Section 4 and which are not needed to provide for payments on the Obligations Being Refunded may be withdrawn from the Trust Account and returned to the City and applied for the benefit of the City in accordance with applicable law.

Notwithstanding any provision of this Agreement to the contrary, the Depository Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with, or for the purpose of complying with, Section 148 of the Code, or any successor statute or any regulation, ruling or other judicial or administrative interpretation thereof, including, without limitation, the calculation of amounts required to be paid to the United States of America or the determination of the maximum amount which may be invested in non-purpose obligations having a yield higher than the yield on the Obligations Being Refunded, and the Depository Trustee shall not be liable or responsible for monitoring the compliance by the City with any of the requirements of Section 148 of the Code or any applicable regulation, ruling or other judicial or administrative interpretation thereof; it being acknowledged and agreed that the sole obligation of the Depository Trustee with respect to the investment of monies hereunder shall be to invest such monies in accordance with instructions received by it as set forth in this Agreement.

Section 5. Investment Instructions. The Depository Trustee may sell or redeem Trust Account investments in advance of their maturity dates and invest the proceeds of such sale or redemption or other moneys credited to the Trust Account in connection with such sale or redemption in Government Obligations only upon receipt of written instructions from the Management Services Director to do so, and receipt by the parties hereto of:

(a) An opinion in form and substance satisfactory to them of bond counsel selected by the City experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such action will not cause the interest on the Obligations Being Refunded to be included in gross income for federal income tax purposes and will not cause the Obligations Being Refunded to become "arbitrage bonds" within the meaning of Section 148 of the Code, and will not adversely affect the right of the City to issue obligations the interest on which is excluded from gross income for federal income tax purposes; and

(b) A report from a nationally recognized certified public accountant or firm of certified public accountants selected by the City verifying the accuracy of the arithmetic computations of the adequacy of the proceeds from the liquidation together with any other moneys and the maturing principal of and interest on any Government Obligations to be credited to the Trust Account in accordance with the Management Services Director's instructions, to pay, when due, the principal of and interest and any redemption premiums on the Obligations Being Refunded as the same become due at maturity or upon prior redemption.

Upon any such sale or redemption of investments and reinvestment any amounts not needed in the Trust Account to provide for payment of the Obligations Being Refunded, as shown by the accountant's report discussed above may be withdrawn from the Trust Account and returned to

the Management Services Director and applied for the benefit of the City in accordance with applicable law.

(c) The parties hereto acknowledge and agree that on the date the 2021 Obligations are issued and delivered against payment therefor (the "*Delivery Date*"), the Depository Trustee is to receive the Government Obligations referred to above in Section 3. If the Depository Trustee shall not receive any of the Government Obligations (the "*Failed Escrow Securities*"), the Depository Trustee shall accept, as temporary substitutes cash or, at the same purchase price, other Government Obligations ("*Substitute Escrow Securities*") the payments on which are scheduled to provide, as determined by an independent certified public accountant, along with such cash, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they are substituted. (The Depository Trustee may rely upon a report of an independent firm of certified public accountants that the condition in the preceding sentence is satisfied.) If Substitute Escrow Securities are delivered, thereafter, upon delivery to the Depository Trustee of Failed Escrow Securities, together with any amounts paid thereon subsequent to the Delivery Date, the Depository Trustee shall return an amount of such cash and Substitute Escrow Securities, and any amount paid thereon subsequent to the Delivery Date, corresponding to the Failed Escrow Securities which the Substitute Escrow Securities replaced.

Section 6. Moneys Not Invested. Any Trust Account moneys which are not at any time invested in Government Obligations shall be held as a demand deposit by the Depository Trustee and shall be secured as deposits of public moneys.

Section 7. Timely Payments. The Depository Trustee shall make timely payments from the Trust Account to the Refunded Registrar in the amounts and on the dates sufficient to pay principal and interest coming due on the Bonds Being Refunded. Unless otherwise directed by the Management Services Director, in order to determine the amounts and the dates on which principal and interest is due on the Bonds Being Refunded, the Depository Trustee may rely upon the debt service schedules with respect to the Bonds Being Refunded as such debt service schedules appear in the verification report prepared by Samuel Klein and Company, Certified Public Accountants, in conjunction with Public Finance Partners LLC, in connection with the execution and delivery of the 2021 Obligations. The Depository Trustee has no duty or obligation to determine the sufficiency of such verification report.

Section 8. Notices. (a) On the date of initial issuance of the 2021 Obligations, the Refunded Registrar shall mail a notice of advance refunding of the 2011 Obligations in substantially the form attached hereto as *Exhibit B-1* to all registered owners of the 2011 Obligations and to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the Electronic Municipal Market Access system ("*EMMA*").

(b) On the date of initial issuance of the 2021 Obligations, the Refunded Registrar shall mail a notice of advance refunding of the 2013 Obligations in substantially the form attached hereto as *Exhibit B-2* to all registered owners of the 2013 Obligations and to the MSRB, currently through EMMA.

(c) On the date of initial issuance of the 2021 Obligations, the Refunded Registrar shall mail a notice of advance refunding of the 2015 Obligations in substantially the form attached hereto as *Exhibit B-3* to all registered owners of the 2015 Obligations and to the MSRB, currently through EMMA.

(d) On the date of initial issuance of the 2021 Obligations, the Refunded Registrar shall mail a notice of advance refunding of the 2016 Obligations in substantially the form attached hereto as *Exhibit B-4* to all registered owners of the 2016 Obligations and to the MSRB, currently through EMMA.

(d) The City hereby irrevocably instructs the Refunded Registrar that the 2011 Obligations shall be redeemed by the Refunded Registrar on [_____ 1, 2021]. Not more than sixty nor less than thirty days prior to the date set for redemption, the Refunded Registrar shall send via telecopy or other electronic means a notice of redemption of the 2011 Obligations in substantially the form attached hereto as *Exhibit C-1* to DTC. Additionally, the Refunded Registrar shall send a notice of the redemption of the 2011 Obligations to the MSRB by the method required by the MSRB, currently through EMMA

(e) The City hereby irrevocably instructs the Refunded Registrar that the 2013 Obligations shall be redeemed by the Refunded Registrar on July 1, 2023. Not more than sixty nor less than thirty days prior to the date set for redemption, the Refunded Registrar shall send via telecopy or other electronic means a notice of redemption of the 2013 Obligations in substantially the form attached hereto as *Exhibit C-2* to DTC. Additionally, the Refunded Registrar shall send a notice of the redemption of the 2013 Obligations to the MSRB by the method required by the MSRB, currently through EMMA.

(f) The City hereby irrevocably instructs the Refunded Registrar that the 2015 Obligations shall be redeemed by the Refunded Registrar on July 1, 2025. Not more than sixty nor less than thirty days prior to the date set for redemption, the Refunded Registrar shall send via telecopy or other electronic means a notice of redemption of the 2013 Obligations in substantially the form attached hereto as *Exhibit C-2* to DTC. Additionally, the Refunded Registrar shall send a notice of the redemption of the 2015 Obligations to the MSRB by the method required by the MSRB, currently through EMMA.

(e) The City hereby irrevocably instructs the Refunded Registrar that the 2016 Obligations shall be redeemed by the Refunded Registrar on July 1, 2026. Not more than sixty nor less than thirty days prior to the date set for redemption, the Refunded Registrar shall send via telecopy or other electronic means a notice of redemption of the 2013 Obligations in substantially the form attached hereto as *Exhibit C-2* to DTC. Additionally, the Refunded Registrar shall send a notice of the redemption of the 2016 Obligations to the MSRB by the method required by the MSRB, currently through EMMA.

(h) The City agrees to pay the expenses of the Refunded Registrars in giving all notices required hereunder pursuant to the registrar contract relative to the Obligations Being Refunded.

Section 9. Insufficient Funds. If at any time or times there are insufficient funds on hand in the Trust Account to pay the principal of and interest on the Bonds Being Refunded as the same becomes due based on the debt service schedules described in Section 7 hereof, or for the payment of the fees and expenses of the Depository Trustee or the Refunded Registrar, the Depository Trustee shall promptly notify the City of such deficiency and the City shall immediately deposit sufficient funds with the Depository Trustee. The Depository Trustee shall have no liability for any such deficiency.

Section 10. Depository Trustee Fees. For services hereunder, the Depository Trustee shall be entitled to the Depository Trustee's fees set forth in *Exhibit D* attached hereto, such fees being due upon the initial deposit of moneys with the Trustee and representing payment of the Depository Trustee's initial fee and prepayment of the annual Depository Trustee's fees for services hereunder during the term hereof. The Depository Trustee shall not create or permit to be created any lien on moneys in the Trust Account for the failure to pay any such fees. The Depository Trustee shall be reimbursed for all out of pocket costs (including legal fees and expenses).

Section 11. Reports. On or before each January 15 and July 15 during the term hereof, the Trustee shall submit to the City a report covering all moneys it has received and all payments it has made under the provisions hereof during the six-month period ending on the preceding July 1 and January 1 (except for the first such report, due July 15, 2022 which will cover the period commencing with the date on which the 2021 Obligations were issued to and including December 31, 2021). Each such report shall also list all investments and moneys in the Trust Account as of the report date.

Section 12. Transfer Upon Full Payment. When all amounts payable on the Obligations Being Refunded have become due based on the debt service schedules described in Section 7 hereof and the Depository Trustee has on deposit all moneys necessary for the payment of such amounts, and in any event on the business day preceding the date the last of the Obligations Being Refunded matures or is to be redeemed, the Depository Trustee shall transfer all moneys and investments credited to the Trust Account not required to be transferred to the Refunded Registrar for payment of principal and interest with respect to the Obligations Being Refunded to the Management Services Director for the City's benefit.

Section 13. Agreement Irrevocable. The parties recognize that the owners of the Obligations Being Refunded have a beneficial vested interest in the moneys and investments held in the Trust Account and that the 2021 Obligations will be delivered to and accepted by the owners thereof in reliance upon the irrevocable character of the trust so created. Therefore, this Agreement shall not be revoked, and shall not be amended in any manner that may materially adversely affect the rights herein sought to be protected (as evidenced by an opinion of bond counsel selected by the City delivered to the Depository Trustee), until the provisions hereof have been fully carried out.

Section 14. Non-Liability. The Depository Trustee shall be under no obligation to inquire into or be otherwise responsible for the performance or nonperformance by any paying agent for the Obligations Being Refunded of any of their obligations or to protect any of the rights of the City under any of the proceedings with respect to the Bonds Being Refunded or the 2021 Obligations. The Depository Trustee shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may do or refrain from doing except for its negligence or its default in the performance of any obligation imposed upon it hereunder. The Depository Trustee shall not be liable or responsible for any loss resulting from any investment made pursuant hereto in compliance with the provisions hereof.

Section 15. Audit. The City shall have the right to audit the books, records and accounts of the Depository Trustee insofar as they pertain to the trust created hereunder.

Section 16. Depository Trustee Responsibility. In the event the Depository Trustee is required or permitted hereby, or is requested hereunder, to take any action (or refrain from taking any action) as the Depository Trustee, the performance (or nonperformance) of which would,

in the Depository Trustee's sole judgment, subject the Depository Trustee to unreasonable risk of liability or expense, the Depository Trustee shall have no duty to take (or refrain from taking) any such action until the Depository Trustee has been furnished with indemnity adequate, in its sole judgment, to protect the Depository Trustee, its directors, officers, employees, agents and attorneys for, from and against such liability or expense, and all reasonable costs and expenses (including reasonable attorneys' fees and expenses) in connection therewith.

To the extent permitted by law, the City will indemnify and hold the Depository Trustee, its directors, officers, employees, agents and attorneys harmless for, from and against any loss, liability, judgment, claim, suit, damages or expense (including reasonable attorneys' fees and expenses) arising from the Depository Trustee's performance of its obligations hereunder except any such loss, liability, judgment or expense resulting from the Depository Trustee's negligence or willful misconduct or willful breach of trust as determined by the final judgment of a court of competent jurisdiction no longer subject to appeal or review. The rights of the Depository Trustee to such indemnification shall survive the termination of this Agreement and the earlier removal or resignation of the Depository Trustee.

The Depository Trustee may consult with independent counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such counsel. The Depository Trustee shall not be liable for the accuracy of any calculations provided by others to it under this Agreement as to the sufficiency of the moneys or Government Obligations deposited with it to pay the principal of and interest on the Bonds Being Refunded at the respective maturities or earlier redemption of the Bonds Being Refunded. Furthermore, the Depository Trustee may conclusively rely in good faith as to the truth, accuracy and correctness of, and shall be protected and indemnified in acting or refraining from acting upon, any written opinion, calculation, notice, instruction, request, certificate, document or opinion furnished to the Depository Trustee in accordance herewith and signed or presented by the proper party pursuant hereto and it need not investigate the truth or accuracy of any fact or matter stated in such opinion, calculation, notice, instruction, request, certificate or opinion.

The Depository Trustee may at any time resign and be discharged of the duties and obligations created hereby. If the Depository Trustee resigns, or is dissolved, liquidated or in the process of being dissolved or liquidated or otherwise becomes incapable of acting hereunder, or is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Depository Trustee may be appointed. No resignation or removal may become effective until a successor Depository Trustee shall have been appointed. In the event that no appointment of a successor Depository Trustee occurs within 60 days, the holder of any of the Bonds Being Refunded or the retiring Depository Trustee may apply to any court of competent jurisdiction for the appointment of a successor Depository Trustee acceptable to the City, and such court may thereupon, after such notice as it shall deem proper, appoint a successor Depository Trustee acceptable to the City. Any successor Depository Trustee appointed under this Agreement shall execute, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting such appointment and, thereupon, such successor Depository Trustee, without any further act, deed or conveyance, shall become fully vested with all rights, estates, powers, trusts, duties and obligations of its predecessor; but, such predecessor shall, nevertheless, on the written request of such successor Depository Trustee, execute, acknowledge and deliver an instrument transferring to such successor Depository Trustee all of the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Depository Trustee shall deliver all securities and moneys held by it to the successor Depository Trustee.

Any corporation into which the Depository Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Depository Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Depository Trustee, shall be the successor of the Depository Trustee hereunder, provided such corporation, association or agency shall be otherwise qualified and eligible under this Section, without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Depository Trustee, at any time prior to the first anniversary of the date hereof, may assign and transfer by written agreement all property, rights, interests, powers, duties and obligations of the Depository Trustee as established hereunder, to a bank or trust company that is duly qualified to conduct trust business in the State of Arizona that is under common corporate control with the Depository Trustee and that otherwise satisfies the qualification requirements hereunder for successor Depository Trustees. Upon such assignment and transfer, the transferee bank or trust company shall become successor Depository Trustee and receive, accept and hold all property, rights, interests, powers, duties and obligations thereof without further actions or approvals of any other person.

The Depository Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("*Instructions*") given pursuant to this Agreement and delivered using Electronic Means ("*Electronic Means*" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Depository Trustee, or another method or system specified by the Depository Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Depository Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("*Authorized Officers*") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Depository Trustee Instructions using Electronic Means and the Depository Trustee in its discretion elects to act upon such Instructions, the Depository Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Depository Trustee cannot determine the identity of the actual sender of such Instructions and that the Depository Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Depository Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Depository Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Depository Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Depository Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (a) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Depository Trustee, including without limitation the risk of the Depository Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (b) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Depository Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (c) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (d) to notify the Depository Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 17. Assignment; Merger. Neither this Agreement nor the Trust Account created hereunder may be assigned by the Depository Trustee without the prior written consent of the City, unless the Depository Trustee is required by law to divest itself of its interest in its trust department or unless the Depository Trustee sells or otherwise assigns all or substantially all of its municipal corporate trust business, in which event the trust shall be continued by the Depository Trustee's successor in interest.

Section 18. Severability. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. The parties declare that they would have executed this Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases hereof may be held to be illegal, invalid or unenforceable. If any provision hereof contains an ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

Section 19. Applicable Laws. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona and expresses the entire understanding of the parties hereto.

Section 20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

Section 21. Conflict of Interest. The City hereby gives notice to the Depository Trustee and Refunded Registrar that A.R.S. § 38-511, as amended, provides that the State of Arizona, its political subdivisions or any department or agency of either, may within three years after execution thereof cancel any contract without penalty or further obligation, made by the State of Arizona, its political subdivisions or any department or agency of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating such agreements on behalf of the State of Arizona, its political subdivisions or any department or agency of either, is at any time while such contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

Section 22. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Depository Trustee, the Refunded Registrar and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Depository Trustee's, Refunded Registrar's or a subcontractor's, breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to randomly inspect the papers and records of the Depository Trustee, the Refunded Registrar and their subcontractors who work on this Agreement to ensure that the Depository Trustee, the Refunded Registrar and their subcontractors are complying with the above-mentioned warranty.

The Depository Trustee, the Refunded Registrar and their subcontractors warrant to keep the papers and records open for random inspection by the City during the Depository Trustee's or the Refunded Registrar's respective normal business hours. The Depository Trustee, the Refunded Registrar and their subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The City shall preserve the

confidentiality of any information, records, or papers the City needs, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, such information.

Section 23. No Boycott of Israel. To the extent A.R.S. §§ 35-393 - 35-393.03 are applicable, the Trustee hereby certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF CHANDLER, ARIZONA

By_____
Dawn Lang, Management Services Director

[Signature Page of City to DTA]

U.S. BANK NATIONAL ASSOCIATION,
as Depository Trustee

By_____
Title:_____

Acknowledged and Agreed for
Purposes of Sections 8, 9, 21, 22 and 23 hereof:

_____
U.S. BANK NATIONAL ASSOCIATION,
as Refunded Registrar

[Signature page of Trustee to DTA]

EXHIBIT A

GOVERNMENT OBLIGATIONS

Government Obligations to be acquired with proceeds of the 2021 Obligations in the amount of $_____. $_____ shall be held uninvested as an initial cash balance to the Trust Account for the refunding of the Bonds Being Refunded.

Security Type	Maturity Date	Par Amount	Coupon Rate	Total Cost

EXHIBIT B-1

NOTICE OF ADVANCE REFUNDING

CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS,
SERIES 2011

CUSIP (Base No. 158855)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Price on Obligations Being Refunded (as a percentage of the principal)
BF2	05/11/2011	City of Chandler,	$ 905,000	2022	$ 905,000	2022	100%
BG0		Arizona Excise Tax	950,000	2023	950,000	2022	100
BH8		Revenue Obligations,	995,000	2024	995,000	2022	100
BJ4		Series 2011 (the	1,045,000	2025	1,045,000	2022	100
BK1		"*2011 Obligations*")	1,100,000	2026	1,100,000	2022	100
BL9			1,150,000	2027	1,150,000	2022	100
BM7			1,210,000	2028	1,210,000	2022	100

Such obligations are hereinafter referred to as the "Obligations Being Refunded".

Notice is hereby given that the Obligations Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Obligations Being Refunded.

The Obligations Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

U.S. BANK NATIONAL ASSOCIATION

By_____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be provided by registered mail to all registered owners of the Obligations Being Refunded and to the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system, within 30 days following the issuance of the obligations which refund the Obligations Being Refunded.

EXHIBIT B-2

NOTICE OF ADVANCE REFUNDING

CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS,
SERIES 2013

CUSIP (Base No. 158855)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Price on Obligations Being Refunded (as a percentage of the principal)
BX3	11/13/2013	City of Chandler,	$ 4,500,000	2024	$ 4,500,000	2023	100%
BY1		Arizona Excise Tax	4,700,000	2025	4,700,000	2023	100
BZ8		Revenue Obligations,	5,000,000	2026	5,000,000	2023	100
CA2		Series 2013 (the	5,000,000	2027	5,000,000	2023	100
CB0		"2013 Obligations")	4,900,000	2028	4,900,000	2023	100
CC8			11,500,000	2029	11,500,000	2023	100
CD6			11,500,000	2030	11,500,000	2023	100
CE4			12,000,000	2031	12,000,000	2023	100
CF1			12,000,000	2032	12,000,000	2023	100
CG9			12,000,000	2033	12,000,000	2023	100

Such obligations are hereinafter referred to as the "Obligations Being Refunded".

Notice is hereby given that the Obligations Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Obligations Being Refunded.

The Obligations Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

U.S. BANK NATIONAL ASSOCIATION

By_____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be provided by registered mail to all registered owners of the Obligations Being Refunded and to the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system, within 30 days following the issuance of the obligations which refund the Obligations Being Refunded.

EXHIBIT B-3

NOTICE OF ADVANCE REFUNDING

CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS,
SERIES 2015

CUSIP (Base No. 158855)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Price on Obligations Being Refunded (as a percentage of the principal)
CS3	12/22/2015	City of Chandler,	$ 2,240,000	2026	$2,240,000	2025	100%
CT1		Arizona Excise Tax	1,750,000	2027	1,750,000	2025	100
CU8		Revenue Obligations,	3,060,000	2028	3,060,000	2025	100
CV6		Series 2015 (the	4,740,000	2029	4,740,000	2025	100
CW4		"2015 Obligations")	4,875,000	2030	4,875,000	2025	100
CX2			5,015,000	2031	5,015,000	2025	100
CY0			5,160,000	2032	5,160,000	2025	100
CZ7			5,310,000	2033	5,310,000	2025	100
DA1			5,465,000	2034	5,465,000	2025	100
DB9			5,620,000	2035	5,620,000	2025	100

Such obligations are hereinafter referred to as the "Obligations Being Refunded".

Notice is hereby given that the Obligations Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Obligations Being Refunded.

The Obligations Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

U.S. BANK NATIONAL ASSOCIATION

By_____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be provided by registered mail to all registered owners of the Obligations Being Refunded and to the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system, within 30 days following the issuance of the obligations which refund the Obligations Being Refunded.

EXHIBIT B-4

NOTICE OF ADVANCE REFUNDING

CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS,
SERIES 2016

CUSIP (Base No. 158855)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Price on Obligations Being Refunded (as a percentage of the principal)
DL7	9/8/2016	City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2016 (the "2016 Obligations")	$ 3,050,000	2028	$ 3,050,000	2026	100%

Such obligations are hereinafter referred to as the "Obligations Being Refunded".

Notice is hereby given that the Obligations Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Obligations Being Refunded.

The Obligations Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

U.S. BANK NATIONAL ASSOCIATION

By_____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be provided by registered mail to all registered owners of the Obligations Being Refunded and to the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system, within 30 days following the issuance of the obligations which refund the Obligations Being Refunded.

EXHIBIT C-1

NOTICE OF REDEMPTION
of the following obligations:

The City of Chandler, Arizona, Excise Tax Revenue Obligations Series 2011, dated May 11, 2011, maturing July 1, 2022.

Notice is hereby given that the below-described principal amount of the above-referenced obligations outstanding have been called for redemption and will be redeemed on July 1, 2022. The maturity dates and amounts of the obligations to be redeemed are as follows:

CUSIP (158855)	Maturity Date (July 1)	Coupon	Principal Amount Outstanding	Principal Amount Refunded	Redemption Date (July 1)	Redemption Price (as a Percentage of Principal)
BF2	2022	4.000%	$ 905,000	$ 905,000	2022	100%
BG0	2023	4.000	950,000	950,000	2022	100
BH8	2024	4.000	995,000	995,000	2022	100
BJ4	2025	4.000	1,045,000	1,045,000	2022	100
BK1	2026	4.000	1,100,000	1,100,000	2022	100
BL9	2027	4.000	1,150,000	1,150,000	2022	100
BM7	2028	5.000	1,210,000	1,210,000	2022	100

Owners of the above-described obligations called for redemption are notified to present the same at the corporate trust office of the U.S. Bank National Association, on or after the date set for redemption, where redemption will be made by payment of the face amount of each such obligation plus accrued interest to the date set for redemption. All obligations so called for redemption must be surrendered and no interest will be paid on the above-described obligations from and after the redemption date.

The Trustee shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any obligation.

DATED: _____

U.S. BANK NATIONAL ASSOCIATION

By_____

The following is not part of this notice:

Not more than sixty nor less than thirty days prior to the date set for redemption, the Refunded Registrar shall cause a notice of any such redemption to be mailed to the registered owner of each obligation to be redeemed at the address shown on the registration book maintained by the Refunded Registrar. Additionally, the Trustee shall cause a notice of any such redemption to be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT C-2

NOTICE OF REDEMPTION
of the following obligations:

The City of Chandler, Arizona, Excise Tax Revenue Obligations Series 2013, dated November 13, 2013, maturing July 1, 2024 through July 1, 2033.

Notice is hereby given that the below-described principal amount of the above-referenced obligations outstanding have been called for redemption and will be redeemed on July 1, 2023. The maturity dates and amounts of the obligations to be redeemed are as follows:

CUSIP (158855)	Maturity Date (July 1)	Coupon	Principal Amount Outstanding	Principal Amount Refunded	Redemption Date (July 1)	Redemption Price (as a Percentage of Principal)
BX3	2024	5.000%	$ 4,500,000	$ 4,500,000	2023	100%
BY1	2025	5.000	4,700,000	4,700,000	2023	100
BZ8	2026	5.000	5,000,000	5,000,000	2023	100
CA2	2027	5.000	5,000,000	5,000,000	2023	100
CB0	2028	5.000	4,900,000	4,900,000	2023	100
CC8	2029	4.000	11,500,000	11,500,000	2023	100
CD6	2030	4.000	11,500,000	11,500,000	2023	100
CE4	2031	4.000	12,000,000	12,000,000	2023	100
CF1	2032	4.000	12,000,000	12,000,000	2023	100
CG9	2033	4.000	12,000,000	12,000,000	2023	100

Owners of the above-described obligations called for redemption are notified to present the same at the corporate trust office of U.S. Bank National Association, on or after the date set for redemption, where redemption will be made by payment of the face amount of each such obligation plus accrued interest to the date set for redemption. All obligations so called for redemption must be surrendered and no interest will be paid on the above-described obligations from and after the redemption date.

The Trustee shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any obligation.

DATED: _____

U.S. BANK NATIONAL ASSOCIATION

By_____

The following is not part of this notice:

Not more than sixty nor less than thirty days prior to the date set for redemption, the Refunded Registrar shall cause a notice of any such redemption to be mailed to the registered owner of each obligation to be redeemed at the address shown on the registration book maintained by the Refunded Registrar. Additionally, the Trustee shall cause a notice of any such redemption to be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT C-3

NOTICE OF REDEMPTION
of the following obligations:

The City of Chandler, Arizona, Excise Tax Revenue Obligations Series 2015, dated December 22, 2015, maturing July 1, 2026 through and including July 1, 2035.

Notice is hereby given that the below-described principal amount of the above-referenced obligations outstanding have been called for redemption and will be redeemed on July 1, 2025. The maturity dates and amounts of the obligations to be redeemed are as follows:

CUSIP (158855)	Maturity Date (July 1)	Coupon	Principal Amount Outstanding	Principal Amount Refunded	Redemption Date (July 1)	Redemption Price (as a Percentage of Principal)
CS3	2026	2.40%	$ 2,240,000	$2,240,000	2025	100%
CT1	2027	2.60	1,750,000	1,750,000	2025	100
CU8	2028	2.75	3,060,000	3,060,000	2025	100
CV6	2029	2.90	4,740,000	4,740,000	2025	100
CW4	2030	3.02	4,875,000	4,875,000	2025	100
CX2	2031	3.08	5,015,000	5,015,000	2025	100
CY0	2032	3.13	5,160,000	5,160,000	2025	100
CZ7	2033	3.19	5,310,000	5,310,000	2025	100
DA1	2034	3.25	5,465,000	5,465,000	2025	100
DB9	2035	3.30	5,620,000	5,620,000	2025	100

Owners of the above-described obligations called for redemption are notified to present the same at the corporate trust office of U.S. Bank National Association, on or after the date set for redemption, where redemption will be made by payment of the face amount of each such obligation plus accrued interest to the date set for redemption. All obligations so called for redemption must be surrendered and no interest will be paid on the above-described obligations from and after the redemption date.

The Trustee shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any obligation.

DATED: _____

U.S. BANK NATIONAL ASSOCIATION

By_____

The following is not part of this notice:

Not more than sixty nor less than thirty days prior to the date set for redemption, the Refunded Registrar shall cause a notice of any such redemption to be mailed to the registered owner of each obligation to be redeemed at the address shown on the registration book maintained by the Refunded Registrar. Additionally, the Trustee shall cause a notice of any such redemption to be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT C-4

NOTICE OF REDEMPTION
of the following obligations:

The City of Chandler, Arizona, Excise Tax Revenue Refunding Obligations Series 2016, dated September 8, 2016, maturing July 1, 2028.

Notice is hereby given that the below-described principal amount of the above-referenced obligations outstanding have been called for redemption and will be redeemed on July 1, 2026. The maturity dates and amounts of the obligations to be redeemed are as follows:

CUSIP (158855)	Maturity Date (July 1)	Coupon	Principal Amount Outstanding	Principal Amount Refunded	Redemption Date (July 1)	Redemption Price (as a Percentage of Principal)
DL7	2028	5.000%	$ 3,050,000	$3,050,000	2026	100%

Owners of the above-described obligations called for redemption are notified to present the same at the corporate trust office of U.S. Bank National Association, on or after the date set for redemption, where redemption will be made by payment of the face amount of each such obligation plus accrued interest to the date set for redemption. All obligations so called for redemption must be surrendered and no interest will be paid on the above-described obligations from and after the redemption date.

The Trustee shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any obligation.

DATED: _____

U.S. BANK NATIONAL ASSOCIATION

By_____

The following is not part of this notice:

Not more than sixty nor less than thirty days prior to the date set for redemption, the Refunded Registrar shall cause a notice of any such redemption to be mailed to the registered owner of each obligation to be redeemed at the address shown on the registration book maintained by the Refunded Registrar. Additionally, the Trustee shall cause a notice of any such redemption to be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT D

TRUSTEE'S FEES

$_____
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS,
TAXABLE SERIES 2021

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. 158855)

This Continuing Disclosure Certificate (the "*Disclosure Certificate*") is undertaken by the City of Chandler, Arizona, an Arizona political subdivision (the "*City*") in connection with the execution and delivery of the City's $_____ principal amount of Excise Tax Revenue Refunding Obligations, Series 2021 (the "*Obligations*"). In consideration of the initial sale and delivery of the Obligations, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Obligation Holders (as defined herein) and in order to assist the Participating Underwriter (as defined herein) in complying with the Rule (as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to the MSRB.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Obligation Holder*" shall mean any registered owner or beneficial owner of the Obligations.

"*Official Statement*" shall mean the final official statement dated _____, 2021 relating to the Obligations.

"*Participating Underwriter*" shall mean any of the original underwriters of the Obligations required to comply with the Rule in connection with offering of the Obligations.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Special Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized Special Counsel as may be selected by the City.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2022, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by the MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the subsection "Excise Taxes" in the Official Statement.

(C) In the event of an amendment pursuant to Section 8 hereof not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial Statements included within the Official Statement. Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Obligations. The City shall in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
(vii) Modifications to rights of Obligation Holders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Obligations, if material;

(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Obligation Holders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with the applicable federal securities laws.

Note to Section 5(a)(xii): For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Obligations. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. From time to time, the City may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Special Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Obligations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Obligation holders, as determined by Special Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with the MSRB in a format prescribed by the MSRB. Currently, filings are required to be made with EMMA.

Section 10. **Additional Information**. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Obligation Holder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Obligations or the resolution authorizing the Obligations.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Special Counsel or the City's financial advisor.

Section 13. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Obligation Holders, and shall create no rights in any other person or entity.

Section 14. **Governing Law**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signatures on the following page]

Date: _____, 2021.

CITY OF CHANDLER, ARIZONA

_____
Management Services Director

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE

Name of Issuer: City of Chandler, Arizona
Name of Obligation Issue: $_____ Excise Tax Revenue Refunding Obligations, Series 2021
Dated Date of Obligations: _____, 2021 Base CUSIP: 158855

NOTICE IS HEREBY GIVEN that the City has not provided a Comprehensive Annual Financial Report with respect to the above-named Obligations as required by Section 3(a) of the Disclosure Certificate dated _____, 2021. The City anticipates that the Comprehensive Annual Financial Report will be filed by _____.

Dated: _____

CITY OF CHANDLER, ARIZONA

By _____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Chandler, Arizona
Name of Obligation Issue: $_____ Excise Tax Revenue Refunding Obligations, Series 2021
Dated Date of Obligations: _____, 2021 Base CUSIP: 158855

NOTICE IS HEREBY GIVEN that the City failed to provide its audited financial statements with its Comprehensive Annual Financial Report or, if not available, within 30 days of receipt as required by Section 4(a) of the Disclosure Certificate dated _____, 2021 with respect to the above-named Obligations. The City anticipates that the audited financial statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

CITY OF CHANDLER, ARIZONA

By _____
Its _____

[Exhibits to Continuing Disclosure Certificate]

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER __, 2021

NEW ISSUE – BOOK-ENTRY-ONLY

RATINGS: **Fitch:** **"___"**
Moody's: **"___"**
S&P: **"___"**
See "RATINGS" herein

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Special Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City as mentioned under "TAX MATTERS" herein, interest income on the portion of each Payment and Prepayment, if any, made by the City pursuant to the Agreement and denominated as and comprising interest income pursuant to the Agreement and received by the Owners of the Series 2021 Refunding Obligations is not excluded from gross income for federal income tax purposes. In the opinion of Special Counsel, interest income on the portion of each Payment and Prepayment, if any, made by the City under the Agreement and denominated as and comprising interest income pursuant to the Agreement and received by the Owners of the Series 2021 Refunding Obligations is exempt from Arizona income taxes. See "TAX MATTERS" herein.

$95,265,000*
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, TAXABLE SERIES 2021

Dated: Date of Initial Delivery

Due: July 1, as shown on the inside front cover

The City of Chandler, Arizona (the "City") will issue its $95,265,000* aggregate principal amount of Excise Tax Revenue Refunding Obligations, Taxable Series 2021 (the "Series 2021 Refunding Obligations") for the purpose of (i) providing funds for the purpose of refunding and redeeming, in advance of their respective maturities, The Obligations Being Refunded (as defined herein) and (ii) paying the costs of issuance of the Series 2021 Refunding Obligations.

Interest on the Series 2021 Refunding Obligations will accrue from the date of initial delivery thereof and be payable semiannually on each January 1 and July 1, commencing January 1, 2022 (each an "Interest Payment Date"). The Series 2021 Refunding Obligations will be dated the date of initial delivery and will be issuable as fully registered securities without coupons and will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2021 Refunding Obligations. Beneficial interests in the Series 2021 Refunding Obligations will be available to purchasers in amounts of $5,000 of principal due on a single maturity date and any integral multiple thereof only under the book-entry-only system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Purchasers will not receive physical certificates. So long as any purchaser is the beneficial owner of an Obligation, such purchaser must maintain an account with a broker or a dealer who is, or acts through, a DTC Participant to receive payment of principal and interest on such Obligations. See APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM."

The Series 2021 Refunding Obligations are subject to optional redemption prior to maturity as described under "THE SERIES 2021 REFUNDING OBLIGATIONS – Redemption Provisions" herein*.

The Series 2021 Refunding Obligations will be payable from payments ("Payments") or prepayments, if any, (the "Prepayments") to be made by the City pursuant to an Agreement, dated as of _____ 1, 2021*, between the City and U.S. Bank National Association, as Trustee (the "Trustee"). The Payments and Prepayments, if any, to be made by the City will be secured by a pledge of, and lien on, the City's Excise Taxes (as defined herein). Except to the extent herein, such pledge is and will be on a parity with the City's pledge of such Excise Taxes made in connection with the Existing Parity Obligations and any Additional Parity Obligations executed and delivered on a parity (together, the "Parity Obligations"). See "SECURITY AND SOURCES OF PAYMENT" herein.

THE SERIES 2021 REFUNDING OBLIGATIONS WILL BE SPECIAL REVENUE OBLIGATIONS OF THE CITY AND WILL BE PAYABLE SOLELY FROM THE SOURCES DESCRIBED HEREIN. THE SERIES 2021 REFUNDING OBLIGATIONS WILL NOT BE GENERAL OBLIGATIONS OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF AND THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF WILL NOT BE PLEDGED FOR THE PAYMENT OF THE SERIES 2021 REFUNDING OBLIGATIONS.

See Maturity Schedule on Inside Front Cover Page

The Series 2021 Refunding Obligations are offered when, as and if executed and delivered and accepted by the Underwriter(s) subject to the approving legal opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Special Counsel, as to validity and tax matters. Certain legal matters will be passed upon solely for the benefit of the Underwriters by their counsel _____, Phoenix, Arizona. It is expected that the Series 2021 Refunding Obligations, in book-entry-only form, will be available for delivery through the facilities of DTC on or about November __, 2021*.

This cover page contains certain information for quick reference only. It is not a summary of this issue of which the Series 2021 Refunding Obligations are a part. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Series 2021 Refunding Obligations.

UNDERWRITER(S) TBD

* Preliminary, subject to change.

$95,265,000*
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS
TAXABLE SERIES 2021

MATURITY SCHEDULE*

Maturity Date (July 1)	Principal Amount	Interest Rate	Price or Yield	CUSIP® No. 158855(a)
2022	$2,860,000	%	%	
2023	1,425,000			
2024	5,935,000			
2025	5,950,000			
2026	6,070,000			
2027	5,890,000			
2028	8,660,000			
2029	11,940,000			
2030	11,660,000			
2031	11,895,000			
2032	11,620,000			
2033	11,360,000			

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* Preliminary, subject to change.

CITY OF CHANDLER, ARIZONA

CITY COUNCIL

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

CITY ADMINISTRATIVE OFFICERS

Joshua Wright, *City Manager*
Debra Stapleton, *Assistant City Manager*
Dawn Lang, *Management Services Director*
Kelly Schwab, *City Attorney/Risk Manager*
Dana DeLong, *City Clerk*

SPECIAL COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

FINANCIAL ADVISOR

Piper Sandler & Co.
Phoenix, Arizona

TRUSTEE/DEPOSITORY TRUSTEE, REGISTRAR AND PAYING AGENT

U.S. Bank National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, does not constitute an offering of any security other than the City of Chandler, Arizona (the "City") Excise Tax Revenue Series 2021 Refunding Obligations, Taxable Series 2021 (the "Series 2021 Refunding Obligations"), identified on the inside front cover page hereof. No person has been authorized by the City, to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or made by the MPC or the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall be no sale of the Series 2021 Refunding Obligations by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

The information set forth in this Official Statement has been provided by the City, Maricopa County, the State of Arizona Department of Revenue and other sources which are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City or Piper Sandler & Co. (the "Financial Advisor") or _____ (collectively, the "Underwriters"). The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No person, including any broker, dealer or salesman has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City. All estimates and assumptions contained herein have been based on the latest information available and are believed to be reliable, but no representations are made that such estimates and assumptions are correct, will be realized or will be repeated in the future. The information and any expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any other parties or matters described herein since the date thereof.

The issuance and sale of the Series 2021 Refunding Obligations will not be registered under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Arizona Securities Act in reliance upon exemptions provided under such acts for the issuance and sale of securities such as the Series 2021 Refunding Obligations. The Series 2021 Refunding Obligations will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, State or other government entity or agency will have passed upon the merits of the Series 2021 Refunding Obligations or the accuracy or adequacy of this Official Statement or approved the Series 2021 Refunding Obligations for sale.

The City has undertaken to provide continuing disclosure with respect to the Series 2021 Refunding Obligations as required by Rule 15c2-12 of the Securities and Exchange Commission. See "CONTINUING SECONDARY MARKET DISCLOSURE" and APPENDIX G – "FORM OF CONTINUING DISCLOSURE CERTIFICATE" herein.

None of the City, the Underwriters, the Financial Advisor, counsel to the Underwriters and Special Counsel (as defined herein) are actuaries, nor have any of them performed any actuarial or other analysis of the City's unfunded liabilities under the Arizona State Retirement System, the Arizona Public Safety Personnel Retirement System or the Elected Officials Retirement Plan.

The Underwriters have provided the following sentence for inclusion into this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

In connection with this offering, the Underwriters may allow concessions or discounts from the initial public offering prices to dealers and others, and the Underwriters may over allot or engage in transactions intended to stabilize the prices of the Series 2021 Refunding Obligations at levels above those which might otherwise prevail in the open market in order to facilitate their distribution. Such stabilization, if commenced, may be discontinued at any time.

The information in APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM" has been furnished by The Depository Trust Company, and no representation has been made by the City, the Underwriter's, the Financial Advisor or any of their counsel or agents, as to the accuracy or completeness of such information.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

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OFFICIAL STATEMENT

$95,265,000*
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE OBLIGATIONS,
TAXABLE SERIES 2021

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto (the "Official Statement"), provides certain information concerning the Excise Tax Revenue Refunding Obligations, Taxable Series 2021 (the "Series 2021 Refunding Obligations"), to be executed and delivered in the aggregate principal amount of $95,265,000.* The Series 2021 Refunding Obligations are being issued pursuant to a Trust Agreement, dated as of _____ 1, 2021* (the "Trust Agreement"), by and between the City and_____, as trustee (the "Trustee"). The Series 2021 Refunding Obligations are payable solely from payments (the "Payments") or prepayments, if any (the "Prepayments"), to be made by the City of Chandler, Arizona, (the "City") pursuant to an Agreement, dated as of _____ 1, 2021 (the "Agreement"), between the City and Trustee. All of the Trustee's interest under the Agreement, including, without limitation, the right to receive and collect the Payments and Prepayments, if any, and the amounts payable under the Trust Agreement and the right to enforce the payment of Payments and Prepayments, if any, will be held by the Trustee for the benefit of the registered owners of the Series 2021 Refunding Obligations. See APPENDIX D – "SUMMARIES OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS" herein.

Concurrently with the issuance of the Series 2021 Refunding Obligations, the City expects to offer its $_____* General Obligation Refunding Bonds, Taxable Series 2021 (the "Series 2021 GO Refunding Bonds"), pursuant to separate official statements. The Series 2021 Excise Tax Refunding Obligations will not be secured by, or payable from, *ad valorem* taxes. See "STATEMENTS OF BONDS OUTSTANDING Excise Tax Revenue Obligations Outstanding and to be Outstanding" in APPENDIX B – "CITY OF CHANDLER, ARIZONA – Financial Data". In addition to the bonds, the City expects to offer its $_____* General Obligation Bonds, Series 2021 (the "Series 2021 GO Bonds") pursuant to separate official statements.

A brief description of the security for the Series 2021 Refunding Obligations and of the City are included in this Official Statement together with a summary of select provisions of the Agreement and the Trust Agreement. Such descriptions do not purport to be comprehensive or definitive. All references to the Agreement and the Trust Agreement are qualified in their entirety by reference to such documents, and references herein to the Series 2021 Refunding Obligations are qualified in their entirety by reference to the form thereof included in the Trust Agreement, copies of which are available for inspection at the designated corporate trust office of the Trustee.

THE SERIES 2021 REFUNDING OBLIGATIONS

General Provisions

The Trustee is authorized to prepare, execute and deliver the Series 2021 Refunding Obligations in the aggregate principal amount of $95,265,000* evidencing proportionate ownership interest in the Payments and Prepayments, if any, in accordance with Resolution No. ____ adopted by the Mayor and Council of the City on August 26, 2021 (the "Resolution").

The Series 2021 Refunding Obligations are being issued to provide funds for the purpose of (i) refunding and redeeming, in advance of their respective maturities, certain of the City's outstanding excise tax revenue bonded indebtedness in aggregate principal amount of $87,055,000* (the "Obligations Being Refunded") and (ii) for paying costs related to the issuance of the Series 2021 Refunding Obligations. The Series 2021 Refunding Obligations will be payable from the Payments and Prepayments, if any, made by the City to the Trustee pursuant to the Agreement. See "PLAN OF REFUNDING" herein.

* Preliminary, subject to change.

The Series 2021 Refunding Obligations are available only in fully registered certificated form. The Series 2021 Refunding Obligations will bear interest, at the rates and will mature on the dates and in the amounts, all as set forth on the inside front cover page hereof.

The Series 2021 Refunding Obligations initially will be registered in the name of Cede & Co., as registered Owner and nominee of The Depository Trust Company ("DTC"), New York, New York. So long as DTC, or its nominee, Cede & Co., is registered Owner of all of the Series 2021 Refunding Obligations, all payments on the Series 2021 Refunding Obligations will be made directly to DTC in immediately available funds, by wire transfer on or before the date due.

So long as Cede & Co., is the registered Owner of the Series 2021 Refunding Obligations, as nominee for DTC, references herein to "Owners" or registered owners of the Series 2021 Refunding Obligations shall mean Cede & Co., as aforesaid, and shall not mean the actual purchasers of beneficial interest in the Series 2021 Refunding Obligations (the "Beneficial Owners"). When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City or the Trustee to DTC only, as registered Owner. See APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM".

The Series 2021 Refunding Obligations initially will be dated their date of initial delivery. Interest on the Series 2021 Refunding Obligations will be payable on each January 1 and July 1 (each such date is referred to herein as an "Interest Payment Date"), commencing January 1, 2022*, and will accrue from their dated date.

Redemption Provisions* - [To be discussed]

[Make Whole Optional Redemption of the Series 2021 Refunding Obligations. The Series 2021 Refunding Obligations are subject to redemption prior to their stated maturity dates, at the option of the City, in whole or in part, on any date, at a redemption price equal to the greater of (i) the principal amount of such Series 2021 Refunding Obligations to be redeemed; or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of Series 2021 Refunding Obligations to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series 2021 Refunding Obligations are to be redeemed, discounted to the date on which such Series 2021 Refunding Obligations are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as defined below) plus __ basis points; plus accrued interest on such Series 2021 Refunding Obligations to be redeemed to the redemption date.

"Treasury Rate" means as of the redemption date, the yield to maturity as of such prepayment date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H. 15 (519) that has become publicly available at least two business days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity of the Series 2021 Refunding Obligations to be redeemed; provided, however, that if the period from the redemption date to maturity is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

Any redemption price of the Series 2021 Refunding Obligations to be redeemed pursuant to the provisions described above will be determined by an independent accounting firm, investment banking firm, or financial advisor retained by the MPC and the City to calculate such redemption price. The MPC and the City may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.]

Notice of Redemption

The Trustee shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Trustee shall mail notice of redemption of any Series 2021 Refunding Obligations to the registered owner of the Series 2021 Refunding Obligation being redeemed at the address shown on the bond register maintained by the Trustee not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of

* Preliminary, subject to change.

redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC nor any registered owner of the Series 2021 Refunding Obligations to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for the redemption of the Series 2021 Refunding Obligations as to which proper notice of redemption was given.

The Trustee also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system("EMMA"), in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

Notice of redemption having been given in the manner described above, the Series 2021 Refunding Obligations or portions thereof called for redemption will become due and payable on the redemption date and if an amount of money sufficient to redeem all the Series 2021 Refunding Obligations or portions thereof called for redemption is held by the Trustee, then the Series 2021 Refunding Obligations or portions thereof called for redemption will cease to bear interest from and after such redemption date.

The person in whose name any Series 2021 Refunding Obligation is registered will be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on any Series 2021 Refunding Obligation will be made only to or upon the order of the registered owner thereof or the legal representative of the registered owner. All such payments will be valid and effectual to satisfy and discharge the liability of the City upon such Series 2021 Refunding Obligation to the extent of the sum or sums so paid.

Registration, Transfer and Exchange

So long as any of the Series 2021 Refunding Obligations remain outstanding, the MPC will cause the Trustee to establish and maintain a bond register at the designated corporate trust office of the Trustee for the registration and transfer of the Series 2021 Refunding Obligations, as provided for in the Trust Agreement. Subject to certain provisions of the Trust Agreement, the person in whose name a Series 2021 Refunding Obligation is registered on the bond register maintained by the Trustee will be regarded as the absolute owner of that Series 2021 Refunding Obligation for all purposes and neither the City nor the Trustee will be affected by any notice to the contrary, provided that the registration may be changed as provided in the Trust Agreement.

Each Series 2021 Refunding Obligation will be transferable only upon the bond register by the registered owner thereof in person or by an attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee and duly executed by the registered owner or his duly authorized attorney. For every exchange or transfer of the Series 2021 Refunding Obligations, the City or the Trustee may make a charge sufficient to reimburse it for any tax, fee, governmental charge or cost incurred in connection with such exchange or transfer.

Upon surrender for transfer of any Series 2021 Refunding Obligation at the designated corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney-in-fact duly authorized in writing, the Trustee will authenticate, date and deliver in the name of the transferee or transferees, a new fully-registered Series 2021 Refunding Obligation of the same series, maturity and interest rate and a like aggregate principal amount in authorized denominations. Any Series 2021 Refunding Obligation may be exchanged at the designated corporate trust office of the Trustee for a Series 2021 Refunding Obligations of the same series, maturity and interest rate and a like aggregate principal amount in authorized denominations.

The Trustee will transfer any Series 2021 Refunding Obligations during the period beginning at the close of business on each Record Date, to and including the day preceding the next Interest Payment Date, but the interest payment on such Interest Payment Date will be payable to and mailed to the registered owner of such Series 2021 Refunding Obligations on the Record Date. Notwithstanding the foregoing, the Trustee will not be required to transfer any Series 2021 Refunding Obligations after notice of redemption with respect to such Series 2021 Refunding Obligations has been mailed, nor during the period of fifteen (15) days next preceding the mailing of any notice of redemption with respect to any Series 2021 Refunding Obligations.

SECURITY AND SOURCES OF PAYMENT

General

The Series 2021 Refunding Obligations are special revenue obligations of the City, payable solely from Payments and Prepayments, if any, to be paid by the City to the Trustee pursuant to the Agreement. The Trustee will hold its right, title and interest in the Agreement, the Payments, Prepayments, if any, and any amounts payable under the Trust Agreement in trust for the benefit of the Owners of the Series 2021 Refunding Obligations pursuant to the Trust Agreement. The Series 2021 Refunding Obligations, the Agreement, Trust Agreement and the obligation to make the Payments do not represent or constitute a general obligation of the City, the State of Arizona or any of its political subdivisions.

Under the terms of the Trust Agreement, the Series 2021 Refunding Obligations are payable by the Trustee from and secured by the Payments and Prepayments, if any, received by the Trustee from the City under the Agreement, amounts from time to time deposited in the funds created under the Trust Agreement, and investment earnings on such funds (except for any investment earnings that are required to be rebated to the United States in order to continue the exclusion of the interest payable on the Series 2021 Refunding Obligations from gross income for federal income tax purposes). See APPENDIX D – "SUMMARIES OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS."

The Payments are secured by a pledge of the City's Excise Taxes (as defined below) on a parity with the City's pledge of Excise Taxes for the payments pertaining to the Existing Parity Obligations and any Additional Parity Obligations (as defined in the Trust Agreement) executed and delivered on a parity (together, the "Parity Obligations"). Currently, the City has Parity Obligations outstanding in the aggregate principal amount of $1,775,000 comprised of the City's Excise Tax Revenue Obligations, Series 2011, currently outstanding in the aggregate principal amount of $94,300,000, the City's Excise Tax Revenue Obligations, Series 2013, currently outstanding in the aggregate principal amount of $58,610,000, the City's Excise Tax Revenue Obligations, Series 2015, currently outstanding in the aggregate principal amount of $18,330,000, the City's Excise Tax Revenue Refunding Obligations, Series 2016, currently outstanding in the aggregate principal amount of $34,445,000, the City's Excise Tax Revenue Obligations, Series 2017, currently outstanding in the aggregate principal amount of $12,320,000 and the City's Excise Tax Revenue Obligations, Series 2019, (collectively, the "Existing Parity Obligations"). The major categories of revenues which comprise the Excise Taxes are discussed more fully below. See "EXCISE TAXES."

The Payments to be paid by the City to the Trustee pursuant to the Agreement may be paid, at the option of the City, from the Water and Wastewater Funds (as defined herein) or from any other lawful source. Such revenues are **not** pledged to the Payments and, if commenced, such use of such revenues may be discontinued at any time by the City.

Payment of the Series 2021 Refunding Obligations is not secured by the Project, and the Owners of the Series 2021 Refunding Obligations have no claim or lien on the Project or any part thereof.

Covenant to Maintain Debt Service Coverage

The City covenants and agrees that the Excise Taxes which it presently imposes will continue to be imposed in each Fiscal Year so that the amount of Excise Taxes, all within and for the next preceding Fiscal Year of the City, shall be equal to at least three (3) times the Maximum Annual Debt Service Requirement (as defined in the Trust Agreement) payable thereunder, and under any Outstanding Parity Obligations, for the current Obligation Year (as defined in the Trust Agreement). The City further covenants and agrees that if such receipts for any such Fiscal Year shall not equal at least three (3) times such Maximum Annual Debt Service Requirement for such Obligation Year, or if at any time it appears that the current Fiscal Year's receipts will not be sufficient to meet the current Obligation Year's Maximum Annual Debt Service Requirement, the City will either impose new Excise Taxes or will increase the rates of such taxes currently imposed in order that (i) the current Fiscal Year's receipts will be sufficient to meet the current Obligation Year's Maximum Annual Debt Service Requirement and (ii) the then current Fiscal Year's receipts will be equal to at least three (3) times the next succeeding Obligation Year's Maximum Annual Debt Service Requirement. See "SCHEDULE OF ESTIMATED DEBT SERVICE COVERAGE ON OBLIGATIONS AND PARITY OBLIGATIONS" herein.

Additional Parity Obligations

In the Trust Agreement, the City covenants and agrees that, so long as any of the Series 2021 Refunding Obligations remain outstanding and the principal and interest thereon shall be unpaid or unprovided for or any other amounts remain unpaid or unprovided for thereunder, it will not further encumber the Excise Taxes pledged under the Agreement on a basis equal to the pledge thereunder unless the Excise Taxes received by the City in the immediately preceding fiscal year shall have amounted to at least three (3) times the highest combined Debt Service (as defined herein) for the current year or any succeeding fiscal year for all outstanding Parity Obligations. Subject to the foregoing and the other terms and conditions of the Agreement, the City shall have the right to issue Additional Parity Obligations payable from and secured by the Excise Taxes on parity with the Series 2021 Refunding Obligations.

"Debt Service" means with respect to any Parity Obligations, as of any date of calculation and with respect to any fiscal year, the sum of (1) the interest falling due during such fiscal year (except to the extent that such interest is payable from proceeds of the Parity Obligations or other amounts set aside for such purposes at the time such Parity Obligations are incurred), and (2) the principal (or mandatory sinking fund or installment purchase price or lease rental or similarly denoted principal payment obligation) payments or deposit required with respect to such Parity Obligations during such period; such sum to be computed on the assumption that no portion of such Parity Obligations shall cease to be outstanding during such fiscal year except by reason of the application of such scheduled payments. If interest on Parity Obligations is payable pursuant to a variable interest rate formula, the interest rate on such Parity Obligations for fiscal years when the actual interest rate on such Parity Obligations cannot yet be determined shall be assumed to be equal to the higher of: (a) the average annual interest rate on such Parity Obligations over the last five fiscal years or since the date of issuance of such Parity Obligations if less than five years, or (b) if the terms of such Parity Obligations provide for conversion of the interest rate payable on such obligations to a fixed interest rate for the remainder of their term to maturity, an interest rate per annum determined in accordance with the provisions of such obligations as if the interest rate payable thereon were being converted to a fixed interest rate for the remainder of their term to maturity.

Reserve Fund; Funding Conditional

The Trust Agreement establishes a reserve fund (the "Reserve Fund"), to secure payment of the Series 2021 Refunding Obligations, but provides that no deposits need to be made into the Reserve Fund for the Series 2021 Refunding Obligations if the Excise Taxes pledged and received by or on behalf of the City in the immediately preceding fiscal year are at least two (2) times the highest combined Debt Service requirement on all outstanding Parity Obligations for the current or any future fiscal year. In the event that the Excise Taxes collected for the immediately preceding fiscal year are less than two (2) times the highest combined Debt Service on all outstanding Parity Obligations for the current or any future fiscal year, the City, in addition to the other Payments provided under the Agreement, is required to deposit into the Reserve Fund, on the first day of each month commencing the first month after the Excise Taxes actually received in such fiscal year are below the required amount, one-thirty-sixth ($1/36^{th}$) of such highest combined annual Debt Service in any fiscal year on the outstanding Parity Obligations (the "Reserve Fund Requirement"), except for any Additional Parity Obligations for which a separate reserve fund is established or for which no reserve fund is required, until the amount in the Reserve Fund equals the Reserve Fund Requirement.

In lieu of, or in combination with, funding, the City may deliver a Reserve Fund Guaranty (defined herein). "Reserve Fund Guaranty" means a letter of credit, surety bond, or similar arrangement representing the irrevocable obligation of a Reserve Fund guarantor to pay the amount stated in the Reserve Fund Guaranty. The Reserve Fund guarantor shall be rated "AA" or higher by the rating agencies rating the Series 2021 Refunding Obligations.

Junior Lien Obligations

Under the Trust Agreement, the City may make pledge of and permit liens on the Excise Taxes which are subordinate to the pledge and lien securing the Series 2021 Refunding Obligations. There are currently no junior lien obligations outstanding.

COVID-19

The outbreak and spread of the novel strain of coronavirus, Coronavirus Disease 2019 ("COVID-19"), which has been designated a global pandemic by the World Health Organization, is negatively affecting local, state and global economies. While economic activity is adversely impacted as governments, businesses and citizens react to, plan for, and try to prevent or slow further transmission of the virus, this adverse economic impact is somewhat mitigated by federal stimulus packages and state and local laws and programs to support business activity. Financial markets, including the stock markets in the United States and globally, have seen significant volatility and declines attributed to COVID-19 concerns. On March 11, 2020, as part of the State's response to address the outbreak, Arizona Governor, Doug Ducey (the "Governor"), declared a state of emergency. On March 13, 2020, President Donald Trump declared a national emergency, freeing up funding for federal assistance to state and local governments. An initial State of Arizona stay home Executive Order expired after six weeks on May 15, 2020. The Governor has since issued several executive orders in response to then-current virus conditions. These orders cover topics including physical distancing, virus testing and reporting, contact tracing, face coverings, closing and reopening of business operation, large gatherings, the start of the 2020/21 school year and vaccine distribution.

On June 29, 2020, the Governor issued Executive Order 2020-43 (Slowing the Spread of COVID-19) originally pausing until July 27, 2020 the operations of bars, gyms, movie theatres, water parks, and tubing rentals (to be reviewed every two weeks); and delaying the start of in-person K-12 education until August 17, 2020. After further increases in COVID-19 cases and hospitalizations in the State, the Governor announced and issued on July 9, 2020 Executive Order 2020-47 (Limiting Indoor Dining), limiting indoor dining at restaurants to less than 50% occupancy. The order pausing operations of the previously specified activities was extended on July 23, 2020. On August 6, for schools, and on August 10, for paused businesses, the Arizona Department of Health Services released benchmarks for achieving phased, safe in-person reopenings. The benchmarks, with minimal, moderate and substantial condition categories, address, by county for a two-week period, weekly average cases per 100,000 population; diagnostic test percent positivity; and COVID-19-like-illness as a percent of hospital visits. On March 5, 2021, the Governor issued Executive Order 2021-05 allowing specific business occupancy percentage limitations to expire while leaving physical distancing and mask protocols in place. Additionally, Executive Order 2021-05 allows for Major League Sports to operate with approval of safety precautions and physical distancing.

Most recently, on March 25, 2021, the Governor issued an order ("Executive Order 2021-06") that rescinded all prior limits on organized public events and capacity and spacing requirements at restaurants. Executive Order 2021-06 also prohibits counties, cities and towns from making or issuing any order, rule or regulation that conflicts with Executive Order 2021-06 or any other executive order relating to COVID-19, including any county, city or town mandate on the use of face coverings.

Vaccine distribution is underway in the State. Executive Order 2020-58 requires all insurers regulated by the State to waive all cost sharing requirements for consumers.

The City has already received approximately $33,300,000 in various grants to support operations related to COVID-19 and is actively looking for and will apply for additional grant awards as they may become available. Additionally, the City has already received $29,983,456 through the State from the Coronavirus Aid, Relief and Economic Security Act passed by the U.S. Congress and enacted into law in March 2020. The funding is designed to cover public safety expenditures which freed up resources in the General Fund.

The fiscal year 2021-22 adopted budget used conservative revenue projections and expenditure levels that reflect the return to a more normal revenue year as the impacts of expected revenue decreases related to COVID-19 did not come to fruition in FY 2020-21. It is possible that the full financial impact of COVID-19 on the City, its economy, and its financial position could change significantly as circumstances evolve. The City will continue to monitor events as they occur, especially those that may have a significant impact on the City's budget and finances and take appropriate action where necessary.

While the City does not currently anticipate a material effect on the collection of property taxes, which is a significant revenue source for operating purposes and which may be available, but is not pledged or required as a source, for making the Payments, should adverse economic conditions lead to an increase in unemployment rates for residents in the City, property tax collection rates within the City could be adversely affected.

City sales tax collections and other collections dependent on local business activity or tourism, which are another significant revenue source for operating purposes and a source for making the Payments, may be materially adversely affected by the continued spread of COVID-19 and ongoing public health policy and State restrictions related to various business operations. The City, however, cannot predict the effect the continued spread of COVID-19 will have on its sales tax collections, which could have a negative impact on the City's ability to pay operating expenses or the Payments.

The State's finances are likely to be adversely affected by the continued spread of COVID-19, the various governmental actions taken in response thereto and changes in the behavior of businesses and people, which all could affect the amount of State Shared Revenues distributed to municipalities, including the City.

The City, however, cannot predict how the spread of COVID-19, the ongoing public health policy and State restrictions, or the various governmental or private actions taken in response thereto will affect its finances or operations, including the receipt of State Shared Revenues, City sales taxes and property tax collections.

EXCISE TAXES

The Excise Taxes pledged to payment of the Payments due under the Agreement to be applied to Debt Service on the Series 2021 Refunding Obligations and any Additional Parity Obligations include all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, and State-revenue sharing, now or hereafter validly imposed by the City or contributed, allocated and paid over to the City and not earmarked by the contributor for a contrary or inconsistent purpose ("Excise Taxes"). Excise Taxes include, without limitation, all fines and forfeitures. Revenues generated by the City from development impact fees will not be deemed Excise Taxes for the purpose of the Agreement and Trust Agreement. Revenues received by the City from vehicle license taxes charged by the State of Arizona will not be deemed Excise Taxes for the purposes of the Agreement and the Trust Agreement. The City may impose taxes for restricted purposes, the revenues from which will not be Excise Taxes thereunder and will not be pledged to the payment of the amounts due pursuant to the Agreement and Trust Agreement. Notwithstanding the pledge herein, the City intends to pay the Payments and Prepayments, if any, from the revenues available in the City's Water and Wastewater Funds.

From time to time, bills are introduced in, and legislation enacted by, the Arizona Legislature to change the formulas used to allocate state-shared sales taxes and state-shared income taxes. The possibility of changes in this respect are more likely to be adverse to the City when the State is experiencing financial difficulties. The City cannot determine whether any such measures will become law or how they might affect the revenues which comprise state-shared revenues. In addition, initiative measures are circulated from time to time seeking to place on the ballot changes in Arizona law which would repeal or modify state sales taxes, state income taxes (the major source of funds for state revenue sharing) and vehicle license taxes. The City cannot predict if any such initiative measures will ever actually be submitted to the electors, what form the measures might take or the outcome of any such election. See "State-Shared Sales Taxes" and "State-Shared Income Taxes."

State law permits the State to withhold certain State-shared revenues from a city, town or county (a "Local Jurisdiction") if such Local Jurisdiction has passed an ordinance, regulation or other official action (a "Local Enactment") that violates State law or the State constitution, in the determination of the State Attorney General. Under the legislation, any member of the State Legislature may ask the State Attorney General to investigate a Local Enactment. On being notified of a determination by the State Attorney General, the Local Jurisdiction will have thirty days to resolve the violation as determined by the State Attorney General, or if not, the State Attorney General is required to notify the State Treasurer to withhold State-shared transaction privilege (sales) taxes and State-shared income taxes from such Local Jurisdiction until the State Attorney General determines that no violation of State law exists. In withholding any such distributions of such State-shared revenues, the State Treasurer may not withhold any amount that the affected Local Jurisdiction certifies to the State Attorney General and the State Treasurer as being necessary to make any required deposits or payments for debt service on bonds or other long-term obligations of such Local Jurisdiction that were issued or incurred before committing the violation.

The City is not aware of any current or proposed Local Enactment of the City that would potentially violate State law. If the City received a determination that an adopted Local Enactment violated State law in the determination of the State Attorney General, the City expects it would take such reasonable and practicable actions as may be necessary to address

the issue within the thirty day period permitted by the legislation. Such actions would include notifying the State Attorney General and the State Treasurer of the amounts of State-shared transaction privilege (sales) taxes and State-shared income taxes necessary to make required deposits or debt service payments on the City's long-term obligations secured by such funds issued or incurred before the violation occurred and which could not be withheld.

City of Chandler
Excise Tax Collections
FY 2016-17 to FY 2021-22

	2016-17 (a)	2017-18 (a)	2018-19 (a)	2019-20 (b)	Estimated 2020-21	Adopted 2021-22
City Transaction Privilege (Sales) and Use Tax (c)	$120,189,651	$127,584,410	$138,888,825	$140,798,389	$145,018,200	$148,278,200
State-Shared Sales Tax	23,768,564	23,821,248	25,525,595	26,597,361	27,600,000	28,790,000
State-Shared Income Tax	31,910,426	30,652,381	30,693,731	33,255,159	37,000,000	33,500,000
Franchise Fees	3,272,104	3,560,770	3,556,211	3,432,995	3,342,100	2,980,000
Licenses and Permits	7,209,693	6,512,930	7,398,669	7,908,291	7,295,600	7,461,000
Fines and Forfeitures	2,560,255	3,368,445	3,196,843	2,714,065	2,643,200	3,745,500
Totals	$188,910,693	$195,500,184	$209,259,874	$214,706,260	$222,899,100	$224,754,700

(a) Amounts are actual collections provided by the City's Budget Division (cash basis).

(b) Unaudited FY 2020-21 Revenues.

(c) Includes City Transaction Privilege Sales Tax, Privilege Audit Assessments, Privilege License Fees and Privilege Tax Interest. Excludes Excise Tax Refunds from GPLET program.

Source: City of Chandler Management Services Department.

City Transaction Privilege (Sales) and Use Taxes. The City's transaction privilege (sales) tax is levied upon persons based on their business activities within the City. The amount of taxes are calculated by applying the tax rate against the gross proceeds of sales or gross income (less allowable deductions) derived from the business activities shown in the table below including the new Marijuana (Medical) and (Adult Use) categories. Transaction privilege (sales) taxes are collected on a monthly basis.

City of Chandler
Transaction Privilege (Sales) Tax Rates by Category

Taxable Activities	Chandler Tax Rate	Taxable Activities	Chandler Tax Rate
Advertising	1.50%	Hotel/Motel (> 30 Days)	1.50%
Amusements	1.50%	Rentals – Real Property	
Construction Contracting (non MRRA)	1.50% of 65% of gross	Residential	1.50%
		Commercial	1.50%
Jet Fuel Sales (and Use)	$0.02300/gallon	Tangible Personal Property Rentals	1.50%
Job Printing	1.50%	Car Rentals	1.50%
Manufactured Housing	1.50%	Restaurants/Bars	1.80%
Timber & Extraction	1.50%	Retail Sales	1.50%
Marijuana (Medical)	1.50%	Telecommunications	2.75%
Marijuana (Adult Use)	1.50%	Transportation for Hire	1.50%
Mining	0.10%	Utilities	2.75%
Publishing	1.50%	Use Tax	1.50%
Hotel/Motel (≤ 30 Days)	4.40% (1.50% + 2.90%)		

Source: Arizona Department of Revenue.

State-Shared Sales Taxes. Pursuant to statutory formula, cities and towns in Arizona receive a portion of the State-levied transaction privilege (sales) tax. The State transaction privilege (sales) tax is levied against the same categories of business activity as the City's transaction privilege (sales) tax, with a few exceptions, the largest of which being sales

of food for home consumption and residential rental receipts, both of which the State exempts from tax. As the table below indicates, the rate of taxation varies among the different types of business activities taxed, with the most common rate being 5% of the amount or volume of business transacted.

Under State law, the aggregate amount distributed to all Arizona cities and towns is equal to 25% of the "distribution share" of revenues attributable to each category of taxable activity. The allocation to each city and town of the revenues available to all cities and towns is based on their population relative to the aggregate population of all cities and towns as shown by the mid-decade census. State-levied transaction privilege (sales) taxes are collected by the State and are distributed monthly to cities and towns.

In addressing State budgetary deficiencies, the Governor and members of the State legislature have occasionally proposed certain adjustments that would reduce the distribution of State-Shared Sales Taxes to cities and towns. The City cannot determine whether such measures will become law or how they might affect the City's receipt of State-Shared Sales Taxes.

STATE SALES TAX
Taxable Activities, Tax Rates and Distribution Share

Taxable Activities	State Tax Rate	Education Tax Rate (a)	Distribution Share
Transporting	5.000%	0.600%	20.000%
Utilities	5.000%	0.600%	20.000%
Telecommunications	5.000%	0.600%	20.000%
Pipeline	5.000%	0.600%	20.000%
Private car line	5.000%	0.600%	20.000%
Publication	5.000%	0.600%	20.000%
Job printing	5.000%	0.600%	20.000%
Prime contracting	5.000%	0.600%	20.000%
Owner builder sales	5.000%	0.600%	20.000%
Amusement	5.000%	0.600%	40.000%
Restaurant	5.000%	0.600%	40.000%
Personal property rental	5.000%	0.600%	40.000%
Retail (excluding food sales)	5.000%	0.600%	40.000%
Transient lodging	5.500%	N/A	50.000%
Mining - non-metal, oil/gas	3.125%	N/A	32.000%
Commercial lease	0.000%	N/A	53.330%
Severance - metalliferous mining	2.500%	N/A	80.000%
Use tax utilities	5.000%	0.600%	20.000%
Jet fuel use tax	(b)	N/A	40.000%

(a) Represents the State transaction privilege (sales) tax rate approved by voters of the State in November 2000 (the "Education Tax") on certain of the categories of business activity at six-tenths of one percent (0.6%). The Education Tax collections are dedicated exclusively to education and are not distributed to the City or pledged to the payment of debt service with respect to the Series 2021 Refunding Obligations. The effective dates for the Education Tax are June 1, 2001 through June 30, 2021.

(b) Does not include a State Tax of $0.0305 per gallon levied on the retail sale of jet fuel, which tax is only levied on the first ten million gallons sold to each purchaser in each calendar year.

Source: Arizona Department of Revenue.

State-Shared Income Taxes. Under current State law, Arizona cities and towns are preempted by the State from imposing a local income tax. Cities and towns are, however, entitled by statutory formula to typically receive 15% (18% in FY2021-22 and forward) of State personal and corporate income tax collections. Distribution of such funds is made monthly based on the proportion of each city's population to the total populations of all incorporated cities and towns in the State as determined by the mid-decade special census. In addressing State budgetary deficiencies, the Governor and members of the State legislature have occasionally proposed certain adjustments that would reduce the distribution of State-Shared Income Taxes to cities and towns. The City cannot determine whether any such proposals will occur in the future and become law or how they might affect the City's receipt of State-Shared Income Taxes.

State Vehicle License Tax. Approximately twenty percent of the revenues collected for the licensing of motor vehicles is distributed to incorporated cities and towns. A city or town receives its share of the vehicle license tax collections based on its population in relation to the total incorporated population of the county. These monies are distributed on a monthly basis. The only stipulation on the use of this revenue is that it must be expended for a public purpose. State-Shared Vehicle License Taxes are excluded from Excise Taxes for purposes of the Agreement and Trust Agreement.

Franchise Fee Revenues. Cities and towns in the State have exclusive control over public rights of way dedicated to the municipality, and may grant franchise agreements to and impose franchise taxes on utilities using those rights of way. A franchise may be granted only with voter approval and the term of franchises is limited to 25 years. The City has granted franchises to and imposed franchise taxes on utility and cable television providers.

Other Excise Tax Revenues. The City also imposes and collects fees for licenses and permits to engage in certain activities within the City and for the right to utilize certain City property and imposes and collects fines and forfeitures for violations of State laws or City ordinances relating to traffic and other offenses.

PLAN OF REFUNDING

On or before the date of initial delivery, a portion of the proceeds of the Series 2021 Refunding Obligations will be placed in a special trust fund (the "Escrow Trust") created pursuant to a Depository Trust Agreement to be dated as of _____ 1, 2021* (the "Depository Trust Agreement"), by and among the City, the trustees of the respective series of the Obligations Being Refunded and the Trustee, as escrow trustee (the "Depository Trustee"), and used to acquire obligations issued or guaranteed by the United States of America (the "Government Obligations"), the principal of and interest on which, when due, are calculated to be in an amount sufficient to provide monies to pay the principal of and interest on the Obligations Being Refunded to their respective redemption dates and to pay the redemption prices of the Obligations Being Refunded pursuant to the terms of the Depository Trust Agreement. See "OBLIGATIONS TO BE REFUNDED" and "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

[Remainder of page intentionally left blank]

* Preliminary, subject to change.

OBLIGATIONS TO BE REFUNDED*

The following table sets forth the issue series, stated maturity dates, interest rates, principal amounts outstanding and to be refunded, redemption dates and CUSIP numbers of the Obligations Being Refunded. The Obligations Being Refunded will be redeemed at prices equal to the principal amounts thereof, plus interest accrued to their respective redemption dates, without premium.

Issue Series	Maturity Date (July 1)	Interest Rate	Principal Amount Outstanding	Principal Amount Refunded	Redemption Date	Redemption Price	CUSIP No. 158855 (a)
2011	2022	4.000%	$ 905,000	$ 905,000	11/08/2021	100%	BF2
2013	2024	5.000	4,500,000	4,500,000	7/1/2023	100	BX3
	2025	5.000	4,700,000	4,700,000	7/1/2023	100	BY1
	2026	5.000	5,000,000	5,000,000	7/1/2023	100	BZ8
	2027	5.000	5,000,000	5,000,000	7/1/2023	100	CA2
	2028	5.000	4,900,000	4,900,000	7/1/2023	100	CB0
	2029	4.000	11,500,000	11,500,000	7/1/2023	100	CC8
	2030	4.000	11,500,000	11,500,000	7/1/2023	100	CD6
	2031	4.000	12,000,000	12,000,000	7/1/2023	100	CE4
	2032	4.000	12,000,000	12,000,000	7/1/2023	100	CF1
	2033	4.125	12,000,000	12,000,000	7/1/2023	100	CG9
2016REF	2028	5.000	3,050,000	3,050,000	7/1/2026	100	DL7
			$87,055,000	$87,055,000			

(a) See footnote (a) on the inside front cover page.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Because the holders of the Series 2021 Refunding Obligations rely on the sufficiency of the Government Obligations and other monies held in the Depository Trust, the City will provide a verification of the mathematical computations pertaining to the sufficiency of the Depository Trust. Samuel Klein and Company, Certified Public Accountants, in conjunction with Public Finance Partners LLC (the "Verification Agent"), will deliver to the City, on or before the issue date of the Series 2021 Refunding Obligations, its verification report indicating, among other things, that it has verified the mathematical accuracy of the sufficiency of the anticipated receipts from the Government Obligations, together with the initial cash deposit, to pay, when due, the principal of, interest and applicable premiums, if any, on the Obligations Being Refunded. Included in the scope of its verification will be a verification of the accuracy of the mathematical computations determining that the cash and the maturing principal of and interest on the Government Obligations will pay, when due at prior redemption on their respective redemption dates the principal of and interest on the Series 2021 Refunding Obligations. Such verification will be based solely on mathematical computations, information and documents provided to the Verification Agent by Piper Sandler & Co. (the "Financial Advisor") on behalf of the City. The Verification Agent will have no obligation to update the report because of events occurring, or data or information coming to their attention, subsequent to the date of the report.

* Preliminary, subject to change

SOURCES AND USES OF FUNDS

Sources of Funds

Principal Amount	$95,265,000.00*
[Net] Original Issue Premium (a)	
Total Sources	

Uses of Funds

Deposit to Depository Trust	
Costs of Issuance (b)	
Total Uses	

(a) [Net] Original Issue Premium is the original issue premium on the Series 2021 Refunding Obligations less the original issue discount on the Series 2021 Refunding Obligations.

(b) Includes fees of Special Counsel (as defined herein), Trustee (as defined herein), Depository Trustee, printing costs, rating agency fees and other costs related to the delivery of the Series 2021 Refunding Obligations, including compensation and costs of the Underwriters (as defined herein).

[Remainder of page intentionally left blank]

* Preliminary, subject to change.

The following schedule sets forth (i) the annual debt service requirements on the City's Outstanding Excise Tax Obligations, the payment of which is secured by a pledge of the Excise Taxes, (ii) less the Obligations Being Refunded, (iii) plus the estimated debt service of the Series 2021 Refunding Obligations, (iv) the total estimated annual debt service requirements of the Series 2021 Refunding Obligations, (v) the combined estimated annual debt service requirements on Parity Obligations following the issuance of the Series 2021 Refunding Obligations, and (vi) the projected debt service coverage provided by the Excise Taxes.

SCHEDULE OF ESTIMATED DEBT SERVICE COVERAGE ON OBLIGATIONS AND PARITY OBLIGATIONS* (a)

Fiscal Year Ended June 30	Excise Tax Revenues (b)	Outstanding Excise Tax Obligation Bonded Debt Debt Service	Less: The Obligations To Be Refunded*		Plus: The Series 2021 Refunding Obligations*		Projected Debt Service Coverage	Estimated Annual Excise Tax Obligation Bonded Debt Service*	Water & Wastewater Revenue Supported Excise Tax Obligation Debt Service (d)	Net Excise Tax Supported Debt Service Requirements
			Principal	Interest (c)	Principal	Interest (b)				
2022	$ 214,706,260	$ 20,002,375	$ 905,000	$ 3,616,200	$ 2,860,000	$ 914,762	10.65x	$ 19,255,937	$ 19,255,937	$0
2023		20,020,475		3,580,000	1,425,000	1,403,985		19,269,460	19,269,460	
2024		20,348,475	4,500,000	3,580,000	5,935,000	1,397,886		19,601,361	19,601,361	
2025		20,355,225	4,700,000	3,355,000	5,950,000	1,357,528		19,607,753	19,607,753	
2026		19,059,475	5,000,000	3,120,000	6,070,000	1,302,312		18,311,787	18,311,787	
2027		20,959,525	5,000,000	2,870,000	5,890,000	1,233,843		20,213,368	20,213,368	
2028		18,804,775	7,950,000	2,772,500	8,660,000	1,159,158		17,901,433	17,901,433	
2029		22,152,225	11,500,000	2,375,000	11,940,000	1,036,359		21,253,584	21,253,584	
2030		21,801,225	11,500,000	1,915,000	11,660,000	851,886		20,898,111	20,898,111	
2031		21,948,775	12,000,000	1,455,000	11,895,000	660,079		21,048,854	21,048,854	
2032		21,644,525	12,000,000	975,000	11,620,000	452,511		20,742,036	20,742,036	
2033		21,278,925	12,000,000	495,000	11,360,000	232,312		20,376,237	20,376,237	
2034		8,883,125						8,883,125	8,883,125	
2035		8,867,275						8,867,275	8,867,275	
2036		3,062,500						3,062,500	3,062,500	
2037		3,052,500						3,052,500	3,052,500	
		$ 272,241,400	$ 87,055,000	$ 30,108,700	$ 95,265,000	$ 12,002,621		$ 262,345,321	$ 262,345,321	$0

(a) Prepared by the Financial Advisor. Columns may not add up due to rounding.

(b) Excise Tax revenues shown represent collections for Fiscal Year 2020.

(c) Interest is estimated. The first interest payment on the Series 2021 Refunding Obligations will be due January 1, 2022*. Thereafter, the interest payments will be made semiannually on January 1 and July 1 until maturity or prior redemption.

(d) The City intends to pay amounts representing debt service on the Series 2021 Refunding Obligations and the outstanding Parity Obligations from revenues available in the City's water and wastewater enterprise funds (the "Water and Wastewater Funds"). In the event that these revenues prove insufficient to pay such amounts due for debt service on the Series 2021 Refunding Obligations, or if the City decides not to pay such amounts from the revenues of the Water and Wastewater Funds, amounts due for debt service on the Series 2021 Refunding Obligations will then be paid from Excise Taxes. See "SECURITY AND SOURCES OF PAYMENT" and "EXCISE TAXES" herein.

* Preliminary, subject to change.

TAX MATTERS

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona ("Special Counsel"), interest income on the Series 2021 Refunding Obligations is exempt from Arizona income taxes. Additionally, in the opinion of Special Counsel, interest income on the Series 2021 Refunding Obligations is subject to federal taxes. Special Counsel expresses no opinion as to any other tax consequences regarding the Series 2021 Refunding Obligations. INTEREST ON THE SERIES 2021 REFUNDING OBLIGATIONS IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES. THE LEGAL DEFEASANCE OF THE SERIES 2021 REFUNDING OBLIGATIONS MAY RESULT IN A DEEMED SALE OR EXCHANGE OF THE SERIES 2021 REFUNDING OBLIGATIONS UNDER CERTAIN CIRCUMSTANCES, AND OWNERS OF THE SERIES 2021 REFUNDING OBLIGATIONS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE AND LOCAL, AND FOREIGN TAX CONSEQUENCES OF THEIR ACQUISITION, OWNERSHIP AND DISPOSITION OF SERIES 2021 REFUNDING OBLIGATIONS.

The following discussion is generally limited to "U.S. owners," meaning Beneficial Owners of Series 2021 Refunding Obligations that for United States federal income tax purposes are individual citizens or residents of the United States, corporations or other entities taxable as corporations created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), and certain estates or trusts with specific connections to the United States. Partnerships holding the Series 2021 Refunding Obligations, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Series 2021 Refunding Obligations (including their status as U.S. owners).

Original Issue Discount

The initial public offering price of the Obligations maturing July 1, 20__ through and including July 1, 20__ (collectively, the "Discount Obligations"), are less than the respective amounts payable at maturity. As a result, the Discount Obligations will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Obligations was sold (the "OID Issue Price")) of the Discount Obligations, and the amount payable at maturity of the Discount Obligations will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Obligations in the initial public offering at the OID Issue Price and who holds the Discount Obligations to maturity, the full amount of original issue discount will constitute interest income which is includible in the gross income of the Beneficial Owner of the Discount Obligations for federal income tax purposes, but not for Arizona income tax purposes, and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Obligations at maturity.

The original issue discount on each of the Discount Obligations is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Obligations on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 1 and July 1 (with straight-line interpolation between compounding dates).

The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Obligations. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Obligations. An initial Beneficial Owner of a Discount Obligations who disposes of the Discount Obligations prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Obligations prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Obligations. Beneficial Owners who do not purchase the Discount Obligations in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Obligations.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Obligations may result in certain collateral federal income tax consequences.

Beneficial Owners of Discount Obligations in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Obligations.

Obligations Purchased at a Premium

The initial public offering price of Series 2021 Refunding Obligations maturing on July 1, 20__ through and including July 1, 20__ (collectively, the "Premium Obligations") are greater than the amount payable on such Premium Obligations at maturity. An amount equal to the difference between the initial public offering price of a Premium Obligations (assuming that a substantial amount of the Premium Obligations of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Obligations. The basis for federal income tax purposes of a Premium Obligations in the hands of such initial Beneficial Owner may be reduced each year by the amortizable obligation premium, if elected by such Beneficial Owner. If elected, the amount of amortizable obligation premium also will be treated as a federal income tax deduction. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Obligations. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Premium Obligations should consult with their own tax advisors with respect to the determination of amortizable obligation premium with respect to the Premium Obligations s for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Obligations.

Disposition of Obligations

A Beneficial Owner of Series 2021 Refunding Obligations will generally recognize gain or loss on the redemption, sale or exchange of a Series 2021 Refunding Obligation equal to the difference between the redemption or sales price (exclusive of the amount paid for accrued interest) and the Beneficial Owner's adjusted tax basis in the Series 2021 Refunding Obligations. Generally, the Beneficial Owner's adjusted tax basis in the Series 2021 Refunding Obligations will be the Beneficial Owner's initial cost, increased by the original issue discount previously included in the Beneficial Owner's income to the date of disposition and decreased by any amortized obligation premium. Any gain or loss generally will be capital gain or loss and will be long-term or short-term, depending on the Beneficial Owner's holding period for the Series 2021 Refunding Obligations.

Defeasance

Persons considering the purchase of a Series 2021 Refunding Obligation should be aware that a defeasance of a Series 2021 Refunding Obligation by the City could result in the realization of gain or loss by the Beneficial Owner of the Series 2021 Refunding Obligation for federal income tax purposes, without any corresponding receipts of monies by the Beneficial Owner. Such gain or loss generally would be subject to recognition for the tax year in which such realization occurs, as in the case of a sale or exchange.

Information Reporting and Backup Withholding

General information reporting requirements will apply to payments of principal and interest made on a Series 2021 Refunding Obligation and the proceeds of the sale of a Series 2021 Refunding Obligation to non-corporate holders of the Series 2021 Refunding Obligations, and "backup withholding" at a rate of twenty-four percent (24%) will apply to such payments if the owner fails to provide an accurate taxpayer identification number in the manner required or fails to report all interest required to be shown on its federal income tax returns. A Beneficial Owner of a Series 2021 Refunding Obligation that is a U.S. owner generally can obtain complete exemption from backup withholding by providing a properly completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification).

Non-U.S. Owners

Holders who are not United States persons as defined for federal tax purposes may be subject to special rules and should consult their tax advisors.

Circular 230

THE FOREGOING DISCUSSION IN "TAX MATTERS" WAS NOT INTENDED OR WRITTEN BY SPECIAL COUNSEL TO BE USED, AND IT CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON AN OWNER OF A SERIES 2021 REFUNDING OBLIGATION. EACH PROSPECTIVE PURCHASER OF THE SERIES 2021 REFUNDING OBLIGATIONS SHOULD SEEK ADVICE BASED ON THE PROSPECTIVE PURCHASER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

LEGAL MATTERS

Certain legal matters relating to the authorization, sale and execution and delivery of the Series 2021 Refunding Obligations and tax matters with respect to the interest on the Series 2021 Refunding Obligations are subject to the legal opinion of Special Counsel. (See "TAX MATTERS"). The signed legal opinion of Special Counsel dated and premised on facts existing and law in effect as of the date of original execution and delivery of the Series 2021 Refunding Obligations, will be delivered to the City at the time of original execution and delivery of the Series 2021 Refunding Obligations.

The proposed form of the legal opinion is set forth as APPENDIX C – "FORM OF OPINION OF SPECIAL COUNSEL". The legal opinion to be delivered may vary from the text of APPENDIX C – "FORM OF OPINION OF SPECIAL COUNSEL" if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distributions of it by recirculation of this Official Statement or otherwise shall create no implication that Special Counsel has reviewed or expresses any opinion concerning any of the matters referred to in the opinion subsequent to its date. In rendering its opinion, Special Counsel will rely upon certificates and representations of facts to be contained in the transcript of proceedings which Special Counsel will not have independently verified.

Such legal opinion expresses the professional judgment of Special Counsel as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the performance of parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

LITIGATION

To the knowledge of the appropriate representatives of the City, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the execution or delivery of the Series 2021 Refunding Obligations or contesting or questioning the proceedings and authority under which the Series 2021 Refunding Obligations have been authorized and are to be executed, sold or delivered, or the validity of the sale of the Series 2021 Refunding Obligations.

[There are several claims and/or lawsuits pending against the City of Chandler. The City retains responsibility for payment of the first one million seven hundred fifty thousand dollars ($1,750,000.00) of each loss, and has excess insurance coverage for the next thirty million ($30,000,000.00) dollars. The City is adequately funded for its retention. The largest lawsuit currently filed against the City alleges that a police officer participating in a regional task force contributed to the death of an unarmed passenger when he participated in a vehicle containment maneuver that allegedly led to the death of the suspect and passenger. The City received a notice of claim in the amount of five million dollars ($5,000,000). The City is a Co-defendant in the case and is currently preparing a motion for summary judgement for the dismissal of the case

CANCELLATION OF CONTRACTS

The provisions of A.R.S. Section 38-511, as amended, provide that certain public bodies, including the City, may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the public body if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the contract on behalf of the public body is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the

contract in any capacity or a consultant to any other party to the contract with respect to the subject matter thereof. The cancellation shall be effective when written notice from the governing body of the public body is received by all other parties to the contract unless the notice specifies a later time. The City is a party to several contracts which are material to the payment of the Series 2021 Refunding Obligations, including the Trust Agreement and the Agreement. Exercise of a remedy under A.R.S. Section 38-511, as amended, would adversely affect the repayment of the Series 2021 Refunding Obligations.

FINANCIAL STATEMENTS

The financial statements of the City as of June 30, 2020 and for its fiscal year then ended, which are included as APPENDIX E – "CITY OF CHANDLER, ARIZONA – AUDITED FINANCIAL STATEMENTS OF THE CITY OF CHANDLER, ARIZONA FOR THE FISCAL YEAR ENDED JUNE 30, 2020" of this Official Statement, have been audited by Heinfeld, Meech & Co., P.C., as stated in their opinion which appears in APPENDIX E – "CITY OF CHANDLER, ARIZONA – AUDITED FINANCIAL STATEMENTS OF THE CITY OF CHANDLER, ARIZONA FOR THE FISCAL YEAR ENDED JUNE 30, 2020". The City neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C., to include their report and Heinfeld, Meech & Co., P.C., has performed no procedures subsequent to rendering their opinion on the financial statements.

CONTINUING SECONDARY MARKET DISCLOSURE

The City will covenant for the benefit of certain owners of the Series 2021 Refunding Obligations to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2022 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"), dated the date of delivery of the Series 2021 Refunding Obligations (the "Undertaking"), the form of which is included in APPENDIX G – "FORM OF CONTINUING DISCLOSURE CERTIFICATE." The Undertaking by the City will only apply so long as the Series 2021 Refunding Obligations remain outstanding. The Notices of Listed Events and any other document or information required to be filed, will be filed with the MSRB through the MSRB's EMMA system each described in APPENDIX G – "FORM OF CONTINUING DISCLOSURE CERTIFICATE". The specific nature of the information to be contained in the Annual Reports is set forth in APPENDIX G. The Undertaking will be delivered in order to assist the original purchaser of the Series 2021 Refunding Obligations in complying with the Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule"). A failure by the City to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2021 Refunding Obligations in the secondary market. The City has been and is now in material compliance with all of its Prior Undertakings (as defined herein) for purposes of the Rule.

Continuing disclosure undertakings previously entered into by the City (the "Prior Undertakings") called for the City to file Annual Reports with EMMA for the fiscal year ended June 30, 2014, by February 1 of the following year. The City timely filed Annual Reports for all of its bonds and obligations except for its Improvement District No. 89 Improvement Bonds, which Annual Report was not related to the CUSIP number for the above-referenced bonds and was therefore inadvertently omitted from the general continuing disclosure filings of the City.

The City's Management Services Department has instituted written procedures to facilitate compliance with existing continuing disclosure undertakings, the continuing disclosure undertaking related to the Series 2021 Refunding Obligations, and future undertakings in all material respects. The City believes it is currently in material compliance with all of its continuing disclosure requirements.

RATINGS

Fitch Ratings, Inc. ("Fitch"), Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P"), have assigned the ratings of "___", "___" and "___," respectively, on the Series 2021 Refunding Obligations. Such ratings reflect only the views of Fitch, Moody's and S&P. An explanation of the significance of the Fitch rating may be obtained at One State Street Plaza, New York, New York 10040. An explanation of the significance of a rating assigned by Moody's may be obtained at 7 World Trade Center,

250 Greenwich Street, New York, New York 10007. An explanation of the significance of a rating assigned by S&P may be obtained at 55 Water Street, New York, New York 10041. Such ratings may be revised downward or withdrawn entirely by Fitch, Moody's, or S&P, if, in their respective judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2021 Refunding Obligations. The City has covenanted in its continuing disclosure certificate (see "CONTINUING SECONDARY MARKET DISCLOSURE" herein) that it will file notice of any formal change in any such rating relating to the Series 2021 Refunding Obligations.

UNDERWRITING

_____ (collectively, the "Underwriters") have agreed to purchase the Series 2021 Refunding Obligations, subject to certain conditions, at a purchase price equal to $_____, pursuant to a bond purchase contract entered into among t the City and the Underwriters. If the Series 2021 Refunding Obligations are sold to produce the prices or yields shown on the inside front cover pages hereof, the Underwriters' compensation will be $_____. The Underwriters will be obligated to accept delivery and pay for all of the Series 2021 Refunding Obligations if any are delivered. The Underwriters may subsequently offer and sell the Series 2021 Refunding Obligations to certain dealers (including dealers depositing the Series 2021 Refunding Obligations into unit investment trusts) and others at prices higher or yields lower than the initial public offering prices or yields reflected on the inside front cover pages hereof. The initial offering prices or yields set forth on the inside front cover pages may be changed, from time to time, by the Underwriters without amendment of this Official Statement.

POLITICAL DONATIONS

To the best of their knowledge, none of the City, the Trustee, Registrar and Paying Agent, the Financial Advisor or their counsel or agents are known to have made political contributions other than those, if any, permitted under applicable securities regulations to any person who sought a seat on the City Council at its last election or any election prior to the last election.

CERTIFICATION CONCERNING OFFICIAL STATEMENT

Documents delivered with respect to the Series 2021 Refunding Obligations will include a certificate to the effect that to the knowledge of the Management Services Director of the City after appropriate review, this Official Statement is true, correct and complete in all material respects and does not include any untrue statement of a material fact or omit to state any material fact necessary to make such statements and information herein, in light of the circumstances under which they were made, not misleading and that no event has occurred since date of this Official Statement that should be disclosed herein in order to make the statements and information herein not misleading in any material respect.

ADDITIONAL INFORMATION

Legal matters relating to the validity of the Series 2021 Refunding Obligations under Arizona law, and with regard to the tax-exempt status of the interest thereon (see "TAX MATTERS") will be prepared by Gust Rosenfeld P.L.C., Phoenix, Arizona, Special Counsel. The signed legal opinion of Special Counsel dated and premised on the law in effect only as of the date of original delivery of the Series 2021 Refunding Obligations, will be delivered to the City at the time of original issuance.

The form of the legal opinion is set forth as APPENDIX C. The legal opinion to be delivered may vary from the text of APPENDIX C if necessary to reflect the facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Special Counsel has reviewed or expressed any opinion concerning any matters relating to the Series 2021 Refunding Obligations subsequent to the original delivery of the Series 2021 Refunding Obligations.

Such legal opinion expresses the professional judgment of Special Counsel as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the performance of parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

The Financial Advisor has been engaged by the City for the purpose of advising the City as to certain debt service structuring matters specific to the Series 2021 Refunding Obligations, and on certain matters relative to the overall debt financing program of the City. The Financial Advisor has assisted in the assemblage and preparation of this Official Statement at the direction and on behalf of the City. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of the information contained herein.

The information in this Official Statement has been provided by the City, the Maricopa County, Arizona, Assessor's, Treasurer's and Finance offices, the Arizona Department of Revenue and other sources which are considered to be reliable and are customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness. All estimates and assumptions contained herein are believed to be reliable, but no representations are made that such estimates and assumptions are correct or will be realized. Any information or expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create an implication that there has been no change as to the affairs of the City. This Official Statement may be supplemented from time to time by the provision of supplemental or additional documents.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material impact on the City and could adversely affect the secondary market value of the Series 2021 Refunding Obligations. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Series 2021 Refunding Obligations) issued prior to enactment.

CONCLUDING STATEMENT

The summaries or descriptions of provisions in the Agreement and the Trust Agreement contained herein and all references to other materials not purporting to be quoted in full are only brief outlines of certain provisions thereof and do not constitute complete statements of such provisions and do not summarize all the pertinent provisions of such documents. For further information, reference should be made to the complete documents, copies of which are available for inspection from the Financial Advisor.

To extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official records and other sources and is believed to be reliable. Information other than that obtained from the official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial or other information, will necessarily continue or be repeated in the future.

Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract or agreement between the City and the purchasers or holders of any Obligations.

The attached Appendices A through G are integral parts of this Official Statement and must be read together with all of the foregoing statements.

This Official Statement has been prepared on direction of the City and has been approved by and executed for and on behalf of the City by its authorized representative indicated below.

CITY OF CHANDLER, ARIZONA

By: _____
Kevin Hartke, Mayor

CITY OF CHANDLER, ARIZONA,
GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION

General

The City is located in the southeastern portion of Maricopa County, Arizona (the "County"). The City encompasses approximately 65 square miles and is one of several major cities comprising the greater Phoenix, Arizona metropolitan area, which is Arizona's economic, political and population center.

The City was founded in 1912 and incorporated in 1920. The following table sets forth a record of the population statistics of the City since 1980, along with the population statistics for the County and the State.

POPULATION STATISTICS

Year	City of Chandler	Maricopa County	State of Arizona
2020 Estimate (a)	272,011	4,439,220	7,294,587
2010 Census (Revised)	236,326	3,817,117	6,392,017
2005 Special Census	233,681	3,700,516	6,044,985
2000 Census	176,581	3,072,149	5,130,632
1990 Census	90,533	2,122,101	3,665,305
1980 Census	29,673	1,509,175	2,716,546

(a) Provisional estimate as of July 1, 2020. (Published December, 2020).

Source: U.S. Census Bureau and the Office of Employment & Population Statistics, Arizona Department of Administration.

The following table contains historic information in regard to the geographic incorporated size of the City as set forth in square miles.

LAND AREA
City of Chandler, Arizona

Year	Square Miles
2020	65.53
2019	65.33
2018	65.19
2017	65.07
2016	65.05

Source: The City Management Services Department and City Planning Division.

Municipal Government and Organization

The City adopted the City Charter in 1965 which provides for a Council-Manager form of government. The seven-member City Council is elected at-large on a staggered basis and consists of the Mayor and six councilmembers. The current Mayor and councilmembers serve four-year terms.

The City Council appoints the City Manager who has full responsibility for carrying out City Council policies and administering City operations. The City Manager is responsible for appointment of department heads. The City employees are hired under procedures as specified in the City Charter. The government and operations of the City are provided by a staff of 1,702.75 full-time employees.

Economy

The major industry clusters contributing to the economic base of the City include government, manufacturing, financial services, commercial activities (including construction and commerce), high technology and healthcare. The City is home to a wide variety of technology industries, with a heavy concentration in the semiconductor cluster. The continued economic development of the City is driven by the educational attainment of Chandler residents. Approximately 76% of adult residents have attended some college and 45% possess a bachelor's or advanced degree. This educational attainment level attracts employers in "knowledge based" industries adding to the concentration of high wage jobs.

The following table sets forth unemployment rate averages for the City, the County, the State and the United States.

UNEMPLOYMENT RATE AVERAGES

Calendar Year	City of Chandler	Maricopa County	State of Arizona	United States
2021 (a)	5.5%	6.3%	6.7%	6.2%
2020	6.6	7.3	7.8	8.1
2019	3.5	4.0	4.7	3.7
2018	3.6	4.1	4.7	3.9
2017	3.7	4.2	4.9	4.4
2016	4.0	4.6	5.4	4.9

(a) Data through May 31, 2021 and is not seasonally adjusted.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Below is the list of the industrial and business parks operating within the City.

INDUSTRIAL AND BUSINESS PARKS
City of Chandler, Arizona

10 Chandler
Advanced Medical Plaza
Airpark South Professional Village
Aquila Ocotillo
Arizona Corporate Park North
Arizona Corporate Park South
Ascend at Chandler Airport Center
AZ202
Bogle Business Park
Carmel Professional Plaza
Chandler Airpark
Chandler Airport Business Center
Chandler Airport Commerce Center
Chandler Center
Chandler Corporate Centers
Chandler Crossroads
Chandler Distribution Center
Chandler Echelon
Chandler Freeway Business Park
Chandler Freeway Crossings
Chandler Gateway Medical Plaza
Chandler Gateway Office Park
Chandler Hamilton Plaza
Chandler Office Center
Chandler Office Park
Chandler Technology Center
Chandler Viridian
Continuum Business Park
Dobson Business Park
Dobson Professional Plaza
Eastpoint Business Plaza
Fairview Corporate Park
First Chandler Business Park
Focus Corporate Plaza
Fountains at Ocotillo
Frye Road Industrial Park
Gila Springs Industrial Park
Kyrene 202 Business Park
Lotus Project
Mach One
Mammoth Professional Building
McClintock Professional Plaza
Paloma Kyrene Business Park
Park Germann
Park Place
Parkside Professional Plaza
Presidio
Price Road Industrial Park
Price Warner Medical Office
Promenade Commons
Regency Office Park
San Tan Corporate Center I & II
San Tan Crossing Professional Plaza
San Tan Technology Center
Southgate Park
Southpark Business Center
Stellar Industrial Airpark
The Park at Santan
Tiburon
Warner Commerce Park
Watermark
Westech Corporate Center
Williams Field Road Business Park
Willis/AZ Ave Corporate

Source: The City's Economic Development Division.

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Employment and Employers

Electronics plants located in the City include: Microchip Technologies, producer of electronic circuitry; Rogers Corporation, manufacturer of materials for printed circuit boards and power electronic devices; Intel Corporation, manufacturer of microcomputer components; and NXP, manufacturer of semiconductor and satellite systems.

A partial list of major manufacturing employers located within the City is set forth in the following table.

MAJOR MANUFACTURING EMPLOYERS (a)
City of Chandler, Arizona

Employer	Description	Employees
Intel Corporation	Microprocessors	12,000
NXP	Semiconductors/Satellite Systems	1,700
Northrop Grumman	Aerospace Launch Systems	2,150
Microchip Technology	Microprocessors	1,500
Arizona Nutritional Supplements	Vitamin Manufacturing and R&D	700
Rogers Corp. (including Headquarters)	Microwave Substrates	460
Ultra Clean Technology	Frame and Sheet Metal Fabrication	320
TEL - Tokyo Electron	Semiconductors	250
Smurfit Kappa	Paper Based Packaging	220
Comfort Systems USA	HVAC and Building Systems	265
Garmin	Navagation Systems	165
Advanced Circuits	PCB Manufacturer	150
Air Products and Chemicals, Inc.	Industrial Gas Manufacturing	150
Z Modular	Modular Construction Systems	150
Infineon Technologies Americas Corp	Semiconductors	140
Marvell Technologies	Semiconductors	135
CoValence Laboratories	Contract Manufacturer	130
Armorworks	Defense and Security Manufacturer	125
South Bay Circuits	Circuit Boards	125
Isola	Circuit Board Materials	115

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(a) Some of the major manufacturing employers are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith file reports, proxy statements and other information (collectively, the "Filings") with the Commission. Such Filings may be inspected and copies are available at the public reference facilities maintained by the Commission at 100 F Street, N.E., Washington, D.C. 20549. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange ("NYSE") at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the internet on the Commission's EDGAR database at http://www.sec.gov. Neither the City, nor the Financial Advisor or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The City's Economic Development Division.

The City also serves as the location of a significant number of non-manufacturing employers. The following is a partial list of major non-manufacturing employers in the City.

MAJOR NON-MANUFACTURING EMPLOYERS (a)
City of Chandler, Arizona

Employer	Description	Approximate Number of Full Time Employees
Wells Fargo Ocotillo Corporate Campus	Regional Corporate Headquarters	5,500
Chandler Unified School District	Public Education	4,900
Bank of America	Mortgage Processing Center	3,600
Chandler Regional Medical Center	Hospital	2,500
PayPal	E-Commerce Business	1,700
City of Chandler	Government	1,586
Verizon	Wireless Customer Support	1,400
Avnet	Computer Products Distribution	1,100
Basha's	Corporate HQ/Food Distribution	1,100
Liberty Mutual Insurance	Financial Services Center	1,000
GM IT Innovation Center	Software Development	890
GM Financial Services	Auto Financial Services	820
CVS Health	Retail Pharmaceutical Healthcare Products	700
Toyota Financial Services	Financial Services Center	700
Safelite Auto Glass	Auto Glass Repair and Replacement	700
Mr. Cooper	Mortgage Processing Center	600
Pearson Educational Institution	Educational Services	500
Allstate Insurance Co.	Financial Services Center	500

(a) Some of the major non-manufacturing employers are subject to the informational requirements of the Exchange Act, and in accordance therewith file the Filings with the Commission. The Filings may be inspected and copies are available at the public reference facilities maintained by the Commission. In addition, the Filings may also be inspected at the offices of the NYSE or on the Commission's EDGAR database. Neither the City, nor the Financial Advisor or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The City's Economic Development Division.

Agriculture

Agricultural production still is a contributor to the diversified economic base of the City. Principal products include livestock, alfalfa, small grains, citrus and vegetables. As the residential, commercial and industrial development of the City has occurred, the contribution of agricultural production to the economy of the City has decreased.

Commerce

A 13 million square foot super-regional shopping mall known as Chandler Fashion Center opened for business in 2001. This mall is home to two anchor department stores, including Dillard's, Macy's, a 20-screen Harkins theater complex and outdoor urban village and more than 180 specialty retail shops. Additionally, the Downtown Chandler entertainment and business district serves as a hub for commercial activities due to numerous retail, restaurant and entertainment venues. Several community shopping centers serve residents of the City and surrounding areas, including Chandler Pavilions, Casa Paloma, Chandler Festival, Chandler Gateway, Paseo Del Oro Shopping Center, North Park Plaza Shopping Center, Fulton Ranch Towne Center and Crossroads Towne Center. A number of neighborhood shopping centers are also dispersed throughout the City.

Tourism

The direct, indirect and induced benefits derived from the activities surrounding tourism contribute greatly to the economic health of the community. With 33 hotels representing more than 4,000 available rooms and three hotels under construction which will provide an additional 510 rooms, the City's tourism market continues to receive significant private sector investment in new properties and the repositioning of older properties to meet the needs of leisure and business travelers.

Leisure travel to the City is driven by proximity to various shopping, dining, recreational, sporting and scenic attractions located within a short drive. However, business travel comprises most of the City's visitors due to the high density of employment. As the City is home to a number of Fortune 500 companies with global, regional and local headquarters spanning several industry clusters (autonomous vehicle, high-tech manufacturing, semiconductor manufacturing, aerospace, aviation, healthcare and bioscience, advanced business and financial business services, etc.), business travelers drive the City's lodging market.

Transportation

Industry, business and residents benefit from the transportation network available in and near the City. Rail, bus, highway and air facilities are developed throughout the area.

The City is served by the Union Pacific Railroad for long distance freight rail service and the Valley Metro Transit System for local public transportation.

The City is served by a network of streets and highways. The Superstition Freeway ("U.S. Highway 60") parallels the northern border of the City. U.S. Highway 60 connects to cities in northern and eastern Arizona. The Superstition Freeway also connects to Interstate Highway 10 which connects the cities of Tucson and Phoenix. State Highway 87 and Arizona Loop 202 bisect the City. The Price Freeway (a north-south portion of Loop 101) and the San Tan Freeway (an east-west portion of Loop 202) facilitate traffic flow to the City by connecting together the 101, 202 and I-10 freeways.

Residents of the area have ready access to Chandler Municipal Airport, Stellar Airpark, Phoenix-Mesa Gateway Airport and Sky Harbor International Airport. The Chandler Municipal Airport, owned and operated by the City, is located approximately three miles southeast of the central business district of the City and is designed to relieve private aircraft activity at Sky Harbor International Airport. The Chandler Municipal Airport has approximately 430 based aircraft and two parallel runways, 4,870 feet and 4,401 feet, respectively. The Chandler Municipal Airport offers various services including full-service maintenance facilities, flight schools, and aircraft hangars. The Stellar Airpark is a private airport that is open to public use and is located west of the central business district of the City. The Stellar Airpark has a 4,000 foot runway and provides various services. The Phoenix-Mesa Gateway Airport is owned and operated by the Williams Gateway Airport Authority that includes the City of Mesa, City of Phoenix, Town of Gilbert, Town of Queen Creek,

the Gila River Indian Community and the City of Apache Junction. The Phoenix-Mesa Gateway Airport has three expansive runways (10,401 feet; 10,201 feet; and 9,300 feet), a passenger terminal, and convenient parking. Phoenix-Mesa Gateway Airport is positioned to be a dynamic reliever airport to Phoenix's Sky Harbor International Airport. Phoenix Sky Harbor International Airport is located 15 miles to the northwest of the City.

Education

Arizona State University ("ASU") is the largest public university in the Southwest by enrollment. ASU spans five campuses in the metro Phoenix area and has an enrollment of approximately 119,951 students including ASU online programs. ASU's main campus remains in the bordering City of Tempe, Arizona and is home to the Ira A. Fulton Schools of Engineering, a nationally recognized research and innovation institution designed to meet the growing needs of the engineering and technology industries. Adjacent to Phoenix-Mesa Gateway Airport, the Polytechnic Campus serves approximately 5,243 students. Chandler is home to the ASU Chandler Innovation Center where ASU provides technology-based education and operates a community makerspace. The University of Arizona's Chandler campus is housed in the City's community center, where it offers a number of tech-focused undergraduate and graduate level degrees, a professional MBA, and graduate programs in education, school psychology, and legal studies. Located in the City is the Chandler-Gilbert Community College, which offers a complete educational program and serves nearly 20,000 students. The Chandler Unified School District provides primary and secondary education to residents in the City area through 32 elementary schools, 9 middle school programs, 6 high schools and 4 alternative schools. A number of private and charter schools are also located in the City.

APPENDIX B

CITY OF CHANDLER, ARIZONA - FINANCIAL DATA

2021/22 Fiscal Year – Estimated Net Full Cash and Assessed Values

Estimated Net Full Cash Value (a)(b)	$40,751,143,934
Net Assessed Limited Property Value (b)	3,463,794,661
Net Assessed Full Cash Value (b)	4,682,558,944

(a) Estimated Net Full Cash Value is the total market value of the property, less unsecured personal property and less estimated exempt property within the City, as projected by the Arizona Department of Revenue, Division of Property and Special Taxes.

(b) See "PROPERTY TAXES" herein for an explanation of these values.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and *Property Tax Rates and Assessed Values,* Arizona Tax Research Association and the City.

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STATEMENTS OF BONDS OUTSTANDING

General Obligation Bonds Outstanding and to be Outstanding

Issue Series	Original Amount	Maturity Dates Outstanding	Balance Outstanding
2014REF	$214,540,000	7-1-22/26,28	$ 135,690,000
2016REF	39,050,000	7-1-25/27	39,050,000
2017	58,740,000	7-1-22/32	39,040,000
2019	30,400,000	7-1-22/35	29,400,000
Total General Obligation Bonds Outstanding			$ 243,180,000
Less: The Bonds Being Refunded by the Series 2021 GO Refunding Bonds			(43,320,000)*
Plus: The Series 2021 GO Refunding Bonds			48,610,000 *
Plus: The Series 2021 GO Bonds			33,375,000*
Less: Water and Wastewater Funds Supported General Obligation Bonds (a)			(67,855,000)
Net General Obligation Bonds Outstanding and to be Outstanding			$ 213,990,000 *

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(a) The City intends to pay the debt service requirements of the following general obligation bonds with funds provided by the Water and Wastewater Funds of the City: $53,861,000 aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2014 and $13,550,000 aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2016 and $18,730,000* aggregate principal amount of the City's General Obligation Refunding Bond, Taxable Series 2021. In the event that revenues available for payment of such annual debt service requirements from the respective enterprise funds proves to be insufficient, or the City elects not to pay debt service requirements on such general obligation bonds from the Water and Wastewater Funds, the debt service requirements of such bonds will become payable from the annual levy of an ad valorem tax upon all of the taxable property located within the City.

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* Preliminary, subject to change.

Water and Wastewater Revenue Bonds Outstanding (a)

	Balance Outstanding*
Total Water and Wastewater Revenue Bonds Outstanding	$ -0-
Plus: Water and Wastewater Funds Supported General Obligation Bonds (b)	49,125,000*
Plus: Water and Wastewater Funds Supported Excise Revenue Tax Obligations (c)	122,095,000*
Plus: the Series 2021 GO Refunding Bonds	18,730,000*
Plus: the Series 2021 Refunding Obligations (d)	95,265,000*
Total Water and Wastewater Supported Bonds Outstanding	$ 285,215,000*

(a) Excludes the debt service requirements for the City's refunded and defeased bonds currently outstanding which are secured by obligations issued by the United States Government being held in their respective irrevocable trust accounts.

(b) Net of the Series 2021 GO Refunding Bonds. The City intends to pay the debt service requirements of the Water and Wastewater Funds Supported General Obligation Bonds with funds provided by the Water and Wastewater Funds of the City. In the event that revenues available for payment of such annual debt service requirements from the respective enterprise funds proves to be insufficient, or the City elects not to pay debt service requirements on such general obligation bonds from the Water and Wastewater Funds, the debt service requirements of such bonds will become payable from the annual levy of an ad valorem tax upon all of the taxable property located within the City.

(c) Net of the Series 2021 Refunding Obligations. The City intends to pay the debt service requirements of the following obligations with funds provided by the Water and Wastewater Funds of the City: $905,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2011, $90,800,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2013, $55,835,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2015, $17,140,000 aggregate principal amount of the City's Excise Tax Revenue Series 2016 Refunding Obligations, Series 2016, the $33,420,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2017, $11,050,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2019 and the Series 2021 Refunding Obligations (together, the "Water and Wastewater Funds Supported Excise Tax Revenue Obligations").

(d) The City intends to pay a portion of the debt service requirements of the Series 2021 Refunding Obligations with funds provided by the Water and Wastewater Funds of the City.

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Excise Tax Revenue Obligations Outstanding and to be Outstanding

Issue Series	Purpose	Original Principal Amount	Original Principal Maturity Dates	Principal Balance Outstanding
2011	Various Projects	$15,000,000	07-01-12/22	$ 905,000
2013	Various Projects	104,500,000	07-01-15/33	90,800,000
2015	Various Projects	66,660,000	07-01-17/35	55,835,000
2016	Refunding	19,510,000	07-01-20/28	17,140,000
2017	Various Projects	36,220,000	07-01-18/37	33,420,000
2019	Various Projects	13,000,000	07-01-20/28	11,050,000
Total Excise Tax Revenue Obligations Outstanding				$209,150,000
Less: Obligations Being Refunded				(87,055,000)*
Plus: The Series 2021 Refunding Obligations				95,265,000 *
Less: Water and Wastewater Funds Supported General Obligations (a)				(217,360,000)*
Net Excise Tax Revenue Obligations Outstanding and to be Outstanding				**$-**

(a) The City intends to pay the debt service requirements of the Water and Wastewater Funds Supported Excise Tax Revenue Obligations with funds provided by the Water and Wastewater Funds of the City.

Improvement District Bonds Outstanding

Issue Series	**Purpose**	**Original Principal Amount**	**Original Principal Maturity Dates**	**Principal Balance Outstanding**
2011A	$ 1,245,000	$7,370,000	01-01-09/23	$ 1,245,000
Total Improvement District Bonds Outstanding				**$ 1,245,000**

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* Preliminary, subject to change.

Direct General Obligation Bonded Debt, Legal Limitation and Unused Borrowing Capacity

The Arizona Constitution provides that the general obligation bonded indebtedness for a city for general municipal purposes may not exceed six percent (6%) of the net assessed full cash property valuation of the taxable property in that city. In addition to the six percent (6%) limitation for general municipal purpose bonds, cities may issue general obligation bonds in an amount up to an additional twenty percent (20%) of the net assessed full cash property valuation for supplying such city with water, artificial light or sewers, and for the acquisition and development of land for open space preserves, parks, playgrounds and recreational facilities, public safety, law enforcement, fire and emergency services facilities and streets and transportation facilities.

General Municipal Purpose Bonds			Water, Light, Sewer, Open Space, Public Safety, Law Enforcement, Fire and Emergency Services, Park, Street, and Transportation Bonds		
Total 6% General Obligation Bonding Capacity	$ 280,953,537		Total 20% General Obligation Bonding Capacity	$ 936,511,789	
Less: 6% General Obligation Bonds Outstanding	(5,851,900)	*(a)	Less: 20% General Obligation Bonds Outstanding	(237,328,100)	*(a)
Less: Original Issue Premium		*(b)	Less: Original Issue Premium		*(b)
Less: Unamortized Original Issue Premium	(239,656)	(b)	Less: Unamortized Original Issue Premium	(11,493,592)	(b)
Net 6% General Obligation Bonding Capacity	$ 274,861,981		Net 20% General Obligation Bonding Capacity	$ 687,690,097	

(a) Includes the Series 2021 GO Refunding Bonds that the City intends to issue concurrently with the Series 2021 Refunding Obligations under a separate official statement. Also includes the Series 2021 GO Bonds that the City intends to issue concurrently with the Series 2021 Refunding Obligations and the Series 2021 GO Refunding Bonds under a separate official statement. See "STATEMENTS OF BONDS OUTSTANDING – General Obligation Bonds Outstanding and to be Outstanding."

(b) This amount reduces the City's borrowing capacity pursuant to State statutes and the Arizona Constitution, and the principal amount of bonds authorized. Such capacity (but not authorization) will be recaptured as premium is amortized.

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* Preliminary, subject to change.

Direct and Overlapping General Obligation Bonded Debt Outstanding-

Overlapping Jurisdiction	Overlapping General Obligation Bonded Debt (b)	Proportion Applicable to City of Chandler (a) Approximate Percent	Proportion Applicable to City of Chandler (a) Net Debt Amount
State of Arizona	None	4.668%	None
Maricopa County (c)	None	7.109%	None
Maricopa County Community College District (d)	$ 250,065,000	7.109%	$ 17,777,103
Maricopa County Special Health Care District	429,125,000	7.109%	30,506,465
Kyrene Elementary School District No. 28	182,955,000	28.962%	52,987,566
Mesa Unified School District No. 4	275,525,000	4.458%	12,283,607
Gilbert Unified School District No. 41	112,360,000	2.736%	3,074,527
Chandler Unified School District No. 80	385,946,000	75.352%	290,816,740
Tempe Union High School District No. 213	76,755,000	16.630%	12,764,727
East Valley Institute of Technology District No. 401	None	14.434%	None
City of Chandler (e)	311,350,000*	100.000%	311,350,000 *
Total Direct and Overlapping General Obligation Bonded Debt to be Outstanding			$ 764,935,736 *

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(a) Proportion applicable to the City is computed on the ratio of 2020-21 net assessed limited property value for the overlapping jurisdiction within the City to the total net limited assessed property valuation of the overlapping jurisdiction.

Does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States of America, Department of the Interior, for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April of 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages are fixed for the entire 50-year repayment period, which commenced October l, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is fourteen cents per $100 of net limited assessed property valuation, the maximum levy permitted by statute. (See Arizona Revised Statutes, Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

Does not include the obligation of the Maricopa County Flood Control District to contribute $70 to $80 million to the CAP. The Maricopa County Flood Control District's sole source of revenue to pay the contribution will be *ad valorem* taxes on real property and improvements.

(b) Includes total general obligation bonds outstanding, less estimated funds irrevocably pledged for the redemption of general obligations. Does not include presently authorized but unissued general obligation bonds of such jurisdictions listed herein, which may be issued in the future. Authorized but unissued amounts in the following table may be subject to additional reductions based on net premium amounts but such reductions are not reflected in the table. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
State of Arizona	None
Maricopa County	None
Maricopa County Community College District	$ 3,000
Maricopa County Special Health Care District	None
Chandler Unified School District No. 80	95,250,000
Tempe Union High School District No. 213	None
Kyrene Elementary School District No. 28	52,450,000
Mesa Unified School District No. 4	95,000,000
Gilbert Unified School District No. 41	108,000,000
East Valley Institute of Technology District No. 401	None
City of Chandler (f)	150,180,000

(c) Does not include Maricopa County certificates of participation. Does not include Maricopa County Public Finance Corporation lease revenue bonds outstanding. Does not include Maricopa County Stadium District revenue bonds outstanding. Does not include Maricopa County Stadium District revenue bonds outstanding. Does not include the obligations of the Maricopa County Flood Control District to contribute $70 to $80 million to the CAP. The Maricopa County Flood Control District's sole source of revenue to pay the contribution will be ad valorem taxes on real property and improvements.

(d) Does not include Maricopa County Community College District revenue bonds outstanding.

(e) Does not include $1,245,000 City improvement district bonds outstanding.

(f) On May 27,2021 the City Council adopted a resolution calling for a special bond election requesting voter consideration of $272,685,000 in general obligation bonds.

Direct and Overlapping General Obligation Bonded Debt Ratios

	Per Capita Bonded Debt Population Estimated @ 272,011	As % of City's Total 2020/21 Net Full Cash Value	As % of City's 2020/21 Estimated Net Full Cash Value
Net Direct General Obligation Bonded Debt Outstanding and to be Outstanding* (a)	$1,267.32	7.36%	0.85%
Net Direct and Overlapping General Obligation Bonded Debt Outstanding and to be Outstanding (a)	$2,812.15	16.34%	1.88%

(a) Includes the Series 2021 GO Refunding Bonds.

Source: The Arizona Department of Economic Security, Research Administration Population and Statistical Unit and U.S. Census Bureau, Arizona Department of Administration.

Direct and Overlapping Tax Rates per $100 Assessed Value

Inside the City, East Valley Institute of Technology and:	Tax Rate
Gilbert Unified School District No. 41	$11.2481
Mesa Unified School District No. 4	$12.3597
Tempe Union High School District No. 213 and Kyrene Elementary School District No. 28	$11.2712
Chandler Unified School District No. 28	$11.4012

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association.

Expenditure Limitation; One-Year and Multi-Year Overrides

Since fiscal year 1982-83, all cities in Arizona have been subject to an annual expenditure limitation imposed by the Arizona Constitution. This limitation is based upon the City's actual 1979-80 expenditures adjusted annually for subsequent growth in population and inflation. The Constitution exempts certain expenditures from the limitation. The principal exemptions for the City are payments for debt service on bonds and other long-term obligations, as well as expenditures of federal funds and certain state-shared revenues.

The Constitution provides four processes, all requiring voter approval, for cities to modify the expenditure limitation:

1. A four-year home rule option.
2. A permanent adjustment to the 1979-80 base.
3. A one-time override for the following fiscal year.
4. An accumulation for pay-as-you-go capital expenditures.

* Preliminary, subject to change.

City voters have approved four-year home rule options on a regular basis since the implementation of the expenditure limitation. To the extent that the home rule option is not approved by the voters, the City would be subject to the expenditure limitations prescribed by the Constitution. On August 28, 2018, the City's voters approved a four-year home rule option to exceed the expenditure limitation by the City beginning in Fiscal Year 2019-20. This four-year home rule option will be in effect through fiscal year 2022-23.

City Retirement Systems Update

All full-time employees of the City, the Mayor and City Council participate in one of the three pension plans administered by the State described below. See Note 10 in APPENDIX D for further discussion of the retirement plans of the City.

The Government Accounting Standards Board adopted GASB Statement Number 68, *Accounting and Financial Reporting for Pensions* ("GASB 68"), which, beginning with fiscal years starting after June 15, 2014, requires cost-sharing employers to report their "proportionate share" of the plan's net pension liability in their government-wide financial statements. GASB 68 will also require that the cost-sharing employer's pension expense component include its proportionate share of the plan's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share.

Arizona State Retirement System

All full-time City employees (except public safety personnel and elected officials) participate in the Arizona State Retirement System (the "System"), a multiple-employer cost-sharing defined benefit pension plan. The System was established in 1953 and became effective in 1971. The System provides for retirement, disability, health insurance premium benefits, and death and survivor benefits. The System is administered in accordance with A.R.S. Title 38, Chapter 5.

The actuarially determined contribution rates for the fiscal year 2020/21 were 12.22% (12.04% retirement and 0.18% long-term disability) for both employees and employers. The City's contribution to the System for the fiscal year 2020/21 was $9,762,864 equal to the required contributions, not including alternate contributions.

Effective July 1, 2021, the City's annual contribution rates are 12.41% (12.22% retirement and 0.19% long-term disability) for fiscal year 2021/22 for both employees and employers.

The System has reported increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The most recent annual reports for the System may be accessed at: https://www.azasrs.gov. The effect of the increase in the System's unfunded liabilities on the City, or on the City's and its employees' future annual contributions to the System, cannot be determined at this time.

Arizona Public Safety Personnel Retirement System (Full-Time Police and Firefighter Employees)

All full-time sworn police officers and firefighters are eligible to participate in the Public Safety Personnel Retirement System (the "PSPRS") in separate agent multiple-employer defined benefit retirement plans. The PSPRS is jointly administered by the fund manager (a five-member board appointed by the Governor and the State Legislature) and 257 local boards. The PSPRS provides for retirement, health insurance premium benefits, and death and survivor benefits. The PSPRS is administered in accordance with A.R.S. Title 38, Chapter 5, Article 4.

The actuarially determined contribution rates for the fiscal year ended June 30, 2021 were 49.12% of annual covered payroll for police tiers 1 and 2, 44.22% for tier 3 defined benefit (DB) and 44.51% for tier 3 defined contribution (DC). For firefighters the contribution rate was 43.84% for tiers 1 and 2, 41.25% for tier 3 DB and 37.90 for tier 3 DC. The City's employer contribution to the PSPRS for the fiscal year ended June 30, 2021 was $13,017,877 for police and $7,993,728 for firefighters, equal to the required contributions, not including alternate contributions.

Effective July 1, 2021, the City's annual contribution rates are 7.65% for both groups of employees in tier 1, 11.65% for both groups in tier 2, 10.12% for Police tier 3 DB, 9.88% for Police DC, 13.76% for Fire DB and 10.41% for Fire DC. The rates are as follows for employers:

Tier 1 Contribution Rate
Hired into a PSPRS position before January 1, 2012:
Police: 49.12% Fire: 41.67%

Tier 2 Contribution Rate
Hired into a PSPRS position on/after January 1, 2012 and before July 1, 2017:
Police: 49.12% Fire: 41.67%

Tier 3 Contribution Rate
Hired into a PSPRS position on/after July 1, 2017:
Defined Benefit:
Police: 45.46% Fire: 39.78%
Defined Contribution:
Police: 45.22% Fire: 35.90%

The PSPRS has reported overall increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The City of Chandlers portions increased only slightly for Fire but decreased for Police due to the increased overpayments which have been made. The most recent annual reports for the PSPRS may be accessed at: http://www.psprs.com/investments--financials/annual-reports. The effect of the increase in the PSPRS's unfunded liabilities on the City, or on the City's and its employees' future annual contributions to the PSPRS, is $56,672,244 for fire and $114,467,812 for police as of the June 30, 2020 Actuarial Reports prepared by Foster & Foster, Actuaries and Consultants. City Council has approved a compressed pay down plan in order to pay off the unfunded liability.

Elected Officials' Retirement Plan (Mayor and City Council)

The Mayor and Council of the City participate in two different plans: The Elected Officials' Retirement Plan (EORP) for councilmembers elected prior to 2014 and the Elected Officials' Defined Contribution Retirement System (EODCRS) for Council members elected effective January 1, 2014, both multiple-employer cost-sharing defined benefit plans. The administrator for the EORP and the EODCRS is also the fund manager of the PSPRS. The EORP and EODCRS provides for retirement, health insurance premium benefits, and death and survivor benefits.

The actuarially determined contribution rate for the fiscal year ended June 30, 2021 was 61.43%. The City's contribution to the EORP and EODCRS for the fiscal year ended June 30, 2021 was $154,160, equal to the required contributions, not including alternate contributions.

Effective July 1, 2021, the City's annual contribution rate for EORP is 61.43% for employer and either 7% or 13% for employees (depending on their membership date), and the City's annual contribution rate for EODCRS is 61.555% for employer and 8.125% for employees.

The EORP has reported increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The most recent annual reports for the EORP may be accessed at: http://www.psprs.com/investments--financials/annual-reports. The estimated effect of the increase in the EORP's unfunded liabilities on the City, or on the City's and its employees' future annual contributions to the EORP, is $2,047,312 as of the June 30, 2020 EORP schedule of pension amounts by employer.

Healthcare Benefits for Retired Employees

During the year ended June 30, 2018, the City implemented the provisions of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions ("GASB 75"). The City is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB 75 addresses reporting by governments that provide OPEB by

measuring and recognizing net assets or liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures related to OPEB provided through defined benefit OPEB plans. See Note 1 in APPENDIX D – "CITY OF CHANDLER, ARIZONA – AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2020" for further information.

The City's employees, their spouses and survivors may be eligible for certain retiree healthcare benefits under healthcare programs provided by the City. Employees on long-term disability and their spouses may also qualify for retiree healthcare benefits through the City. It is expected that substantially all City employees that reach normal or early retirement age while working for the City will become eligible for such benefits. Currently, such retirees may obtain the healthcare benefits offered by the City by paying 100% of the applicable premium. Although the retirees pay 100% of their premium, the retirees' participation in the City's healthcare program affects the City's healthcare costs for its employees and results in an implicit rate subsidy.

The City provides other post-employment benefits to its retirees that consist of an implicit subsidy for healthcare and a retirement health savings (RHS) plan for reimbursement of eligible medical expenses. The City offers the RHS plan to employees and contributes toward a savings plan for each employee that they are eligible to use for medical expense reimbursement at separation from service. The City makes no contribution to the retirees' premiums other than allowing them to participate through the City's pooled benefits. By providing retirees with access to the City's healthcare plans based on the same rates it charges to active employees, the City is in effect providing an implicit subsidy to retirees. This implicit subsidy exists because, on average, retiree healthcare costs are higher than active employee healthcare costs. Because the City does not contribute anything toward this plan in advance, the City employs a pay-as-you-go method through paying the higher rate for active employees each year.

The City's net OPEB liability as of June 30, 2020 is $53,112,727 and is reflected on the Balance Sheet in the City's Financial Statements. This is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined which represents a level of funding that is paid on an ongoing basis, and projected to cover normal cost each year to amortize the unfunded actuarial liability over a period not to exceed thirty years.

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PROPERTY TAXES

Notwithstanding the following discussion of property taxes, the obligation of the City to make the Payments with respect to the Series 2021 Refunding Obligations does not constitute an obligation to pledge any form of ad valorem taxes. See "SECURITY AND SOURCES OF PAYMENT".

For tax purposes in Arizona, real property and improvements and personal property is either valued by the Maricopa County Assessor (the "Assessor of the County") or the Arizona Department of Revenue. Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Arizona Department of Revenue is referred to as "centrally valued" property and is generally large mine and utility entities.

Locally assessed property has two different values, Limited Property Value and Full Cash Value (both as defined below). Limited Property Value is used as the basis for taxation. Full Cash Value is used as the ceiling for determining Limited Property Value and for determining debt limits for certain local governmental entities including for school districts.

For centrally valued property and personal property (except mobile homes), Full Cash Value of the property is the basis for taxation of such property and for determining constitutional and statutory debt limits for most local governmental entities.

"Limited Property Value" means, for property in existence in the prior year, the lesser of (a) the Full Cash Value of the property or (b) an amount 5% greater than the Limited Property Value of such property determined for the prior year. Limited Property Value is established at a level or percentage of Full Cash Value comparable to properties of the same or similar use or classification for property erroneously totally or partially omitted from the property tax rolls in the prior year; property for which a change in use occurred; property modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than 15% of the Full Cash Value; and property that has been split, subdivided or consolidated, with variations depending on when the change occurred. There is no limit on the growth of Full Cash Value.

Primary Taxes

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes". These taxes are levied against the Net Assessed Limited Property Value (as defined below) of the taxing jurisdiction. "Net Assessed Limited Property Value" is determined by excluding the value of property exempt from taxation from the Limited Property Value of locally assessed property and from Full Cash Value of centrally valued property and combining the resulting two amounts.

The State does not currently levy *ad valorem* taxes but the State currently requires each county to levy a "State equalization assistance property tax" to provide equalization assistance to school districts in each county, which is used to offset the cost of State equalization to those school districts.

The primary taxes levied by a county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to tax in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

Primary taxes on residential property only are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on residential primary tax levies is implemented by reducing the school districts' taxes. To offset the effects of reduced school district property taxes, the State compensates the school districts by providing additional state aid or, in some counties, county taxpayers are required to make payments to offset the effects of reduced property taxes.

Secondary Taxes

Taxes levied for debt retirement (e.g., debt service on the City's bonds), voter-approved budget overrides and maintenance and operation of special service districts such as sanitary, fire, road improvement and career technical education districts are "secondary taxes". Like primary taxes, secondary taxes also are levied against the Net Assessed Limited Property Value of the taxing jurisdiction. There is no limitation on annual levies for voter-approved bond indebtedness and certain special district assessments. Pursuant to a statutory change effective in 2018, school districts subject to desegregation orders levy secondary property taxes in addition to secondary taxes levied for debt service or budget overrides.

Assessment Ratios

All property, both real and personal, is assigned a classification to determine its assessed valuation for tax purposes. Each legal classification is defined by property use and has an assessment ratio (a percentage factor) that is multiplied by the taxable value of the property -- Limited Property Value or Full Cash Value, as applicable -- to obtain the "Assessed Limited Property Value" or the "Full Cash Assessed Value," respectively. The assessment ratios for each class of property are set forth by tax year in the table below.

PROPERTY TAX ASSESSMENT RATIOS
Tax Year 2017 through Tax Year 2021

	Tax Year				
Property Classification (a)	**2017**	**2018**	**2019**	**2020**	**2021**
Mining, utilities, commercial and industrial	18%	18%	18%	18%	18%
Agriculture and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property (b)	15	14	15	15	15

(a) Additional property classifications exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

Tax Procedures

The Arizona tax year is defined as the calendar year, although tax procedures begin prior to January 1 of the prior fiscal year and continue through May of such fiscal year, when payment of the second installment of property taxes for the tax year becomes delinquent.

The first step in the tax process is the determination of the Full Cash Value of each parcel of real property within the State. "Full Cash Value" is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value." "Market Value" means that estimate of value that is derived annually by use of standard appraisal methods and techniques, which generally includes the market approach, the cost approach and the income approach. As a general matter, the various county assessors use a cost approach for commercial/industrial property and a market approach for residential property. Arizona law allows taxpayers to appeal the county assessor's valuations by providing evidence of a lower value, which may be based upon another valuation approach.

In valuing centrally valued property, the Arizona Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. Appeals are also allowed for such valuations.

On or before the third Monday in August of each year, the Board of Supervisors of the County prepares the tax roll that sets forth the valuation by taxing district of all property in the County subject to taxation. The Assessor of the County is required to complete the assessment roll by December 15th of the year prior to the levy. This tax roll also shows the valuation and classification of each parcel of land located within the County for the tax year. The tax roll is then forwarded to the Treasurer of the County. With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then applied to the parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll as it existed on the date of the levy due to appeals or other reasons would reduce the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the fiscal year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

Delinquent Tax Procedures

The property taxes due to the City are billed, along with State and other taxes, in September of the calendar tax year and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of the month. (However, delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Assessor of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

Three years after the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

It should be noted that in the event of a taxpayer filing for relief pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can be attached against the taxpayer's property for property taxes levied during the pending bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for bonds issued by the City. None of the City, the Financial Advisor or their respective attorneys, agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

Real and Secured Property Taxes Levied and Collected (a)

Fiscal Year	Tax Levy (b)	Collected to June 30 of Initial Fiscal Year		Cumulative Collection to June 30, 2021	
		Amount	% of Levy	Amount	% of Levy
2020-21	$ 36,379,535	$ 36,041,018	99.07 %	$ 36,041,018	99.07
2019-20	33,976,882	33,597,309	98.88	33,966,438	99.97
2018-19	32,097,385	31,714,236	98.81	31,891,123	99.36
2017-18	30,545,951	30,321,359	99.26	30,540,759	99.98
2016-17	29,471,064	27,952,666	94.85	29,466,097	99.98

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(a) Taxes are certified and collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum which is prorated at a monthly rate of 1.33%. Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment pays the entire year's tax bill by December 31. Interest and penalty collections for delinquent taxes are not included in the collection figures above, but are deposited in the County General Fund.

(b) The Tax Levy is adjusted downward in future years after the initial levy as a result of successful taxpayer appeals. The Tax Levy, net of resolutions (as presented in the Maricopa County Treasurer's Office report), is noted in this presentation.

(c) In the process of collection.

SPECIAL NOTE: The assessed valuation of property owned by the Salt River Project Agricultural Improvement and Power District ("SRP") is not included in the assessed valuation of the City in the prior table or in any other valuation information set forth in this Official Statement. Because of SRP's quasi-governmental nature, property owned by SRP is exempt from property taxation.

However, SRP may elect each year to make voluntary contributions in lieu of property taxes with respect to certain of its electrical facilities (the "SRP Electric Plant"). If SRP elects to make the in lieu contribution for the year, the full cash value of the SRP Electric Plant and the in lieu contribution amount is determined in the same manner as the full cash value and property taxes owed is determined for similar non-governmental public utility property, with certain special deductions.

If after electing to make the in lieu contribution, SRP then failed to make the in lieu contribution when due, the Treasurer of the County and the City have no recourse against the property of SRP and the City.

Since 1964, when the in lieu contribution was originally authorized in State statute, SRP has never failed to make that election. The fiscal year 2021-22 in lieu assessed valuation of SRP within the City is $43,273,000 which represents approximately 1.25% of the combined Net Assessed Limited Property Value in the City. SRP's total contribution in lieu of property tax payments (primary & secondary) was $443,311 for fiscal year 2018-19 and $434,953 for 2019-20.

Source: Treasurer of the County.

Direct and Overlapping Net Assessed Limited Property Value and Tax Rates Per $100 Assessed Valuation

Overlapping Jurisdiction	2021-22 Net Assessed Limited Property Value	2020-21 Combined Primary and Secondary Tax Rates Per $100 Net Assessed Limited Property Value
State of Arizona	$74,200,233,397	None
Maricopa County	48,724,126,672	$1.8435 (a)
Maricopa County Community College District	48,724,126,672	1.2881
Maricopa County Library District	48,724,126,672	0.0556
Maricopa County Flood Control District (b)	42,084,633,673	0.0090
Maricopa County Fire District Assistance Tax	48,724,126,672	0.1792
Maricopa County Special Health Care District	48,724,126,672	0.3046
Central Arizona Water Conservation District (c)	48,724,126,672	0.1400
East Valley Institute of Technology District No. 401(d)	23,998,252,082	0.0500
Chandler Unified School District No. 80	3,374,230,827	6.4111
Tempe Union High School District No. 213	4,201,600,213	2.4991
Kyrene Elementary School District No. 28	2,412,625,402	3.7820
Mesa Unified School District No. 4	3,544,450,333	7.3696
Gilbert Unified School District No. 41	2,356,761,360	6.2580
City of Chandler	3,463,794,661	1.1201

(a) Includes the State Equalization Assistance Property tax. This rate has been set at $0.4426 for fiscal year 2020-21 and is adjusted annually pursuant to Arizona Revised Statues, Section 41-1276.

(b) The assessed value of the Maricopa County Flood Control District does not include the personal property assessed value of the County.

(c) Value shown for the Central Arizona Water Conservation District covers only the County portion of such district.

(d) Includes Net Assessed Limited Property Value for the East Valley Institute of Technology District No. 401 within Pinal County.

Source: *Property Tax Rates and Assessed Values,* Arizona Tax Research Foundation.

Property Value by Property Classification

Set forth below is a breakdown of the Net Full Cash Assessed Property Valuation of the City by property classification.

Class	2017-18	2018-19	2019-20	2020-21	2021-22
Commercial, industrial, utilities and mines	$1,027,345,767	$ 1,102,515,089	$ 1,246,170,328	$ 1,412,928,374	$ 1,488,882,870
Agricultural and vacant	74,055,978	75,266,539	78,888,739	77,850,859	76,801,910
Residential (owner occupied)	1,472,336,279	1,574,405,659	1,681,112,768	1,837,472,779	1,990,237,285
Residential (rental)	574,699,601	646,538,541	738,411,405	847,104,454	946,787,996
Railroad	1,910,025	1,782,690	1,910,025	2,011,500	2,011,500
Historical property	156,435,042	88,612,464	124,084,500	130,572,188	177,317,246
Commercial historical property	-	-	-	-	-
Certain Government property improvements	432,241	383,733	400,055	477,042	520,137
Totals (a)	$3,307,214,933	$3,489,504,715	$3,870,977,820	$4,308,417,196	$ 4,682,558,944

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

Net Assessed Limited Property Value of Major Taxpayers

Taxpayer (a)	Description	2021-22 Net Assessed Limited Property Value	As % of City's Total 2021-22 Net Assessed Limited Property Value
Intel Corporation	Manufacturing Plant	$168,730,977	4.87%
NXP USA Inc	Manufacturing Plant	10,177,870	0.29%
Oracle America Inc	Corporation Service Company	4,767,196	0.14%
Air Products & Chemicals Inc	Industrial Gas Manufacturing	4,591,588	0.13%
Dell Equipment Funding LP	Corporation Service Company	3,675,016	0.11%
Cox Communications Arizona LLC	Communications	3,047,562	0.09%
Microsoft Corporation	Corporate Sales Office	2,554,402	0.07%
Williams Scotsman Inc	Contracting	2,358,990	0.07%
Rogers Corporation	Microwave Substrates	2,329,784	0.07%
Wells Fargo Bank	Financial Services	2,104,110	0.06%
Total		**$204,337,495**	**5.90%**
Total City Net Assessed Limited Property Value		**$3,463,794,661**	

Some of the major taxpayers, including Intel Corporation, NXP, Bank of America, NA, and Wells Fargo Bank NA are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith file the Filings with the Commission. The Filings may be inspected and copies are available at the public reference facilities maintained by the Commission. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. Neither the City, nor the Financial Advisor or their respective agents or consultants has examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: County Assessor's Office.

Property Values

The tables below list the various property values for the City for fiscal year 2017-18 through 2021-22. **All values herein are net of the estimated value of property exempt from taxation.**

Property Values for Fiscal Year 2017-18 through 2021-22

Fiscal Year	Net Assessed Limited Property Value	Net Full Cash Assessed Value	Estimated Net Full Cash Value (a)
2021-22	$ 3,463,794,661	$ 4,682,558,944	$ 40,751,143,934
2020-21	3,243,434,243	4,308,417,196	36,949,424,457
2019-20	3,011,152,689	3,870,977,820	33,312,389,044
2018-19	2,783,830,922	3,489,504,715	29,847,787,490
2017-18	2,675,480,112	3,307,214,933	28,994,678,811

(a) Estimated Net Full Cash Value is the total estimated "market value" of taxable property, which is calculated by multiplying the Full Cash Value by the ratio of Net Assessed Full Cash Value divided by the Assessed Full Cash Value. Each value as reported by the Assessor of the County in the State Abstract.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

Net Assessed Limited Property Value and Net Full Cash Assessed Value Comparisons and Trends

The tables below are shown to indicate for fiscal year 2016-17 through 2020-21, the (i) Net Assessed Limited Property Values and (ii) Net Full Cash Values, of the City, the County and the State of Arizona, each on a comparative basis.

Comparative Net Assessed Limited Property Value Histories

Fiscal Year	City of Chandler	Percent Increase/ (Decrease)	Maricopa County	Percent Increase/ (Decrease)	State of Arizona	Percent Increase/ (Decrease)
2021-22	$3,463,794,661	6.79%	$48,724,126,672	6.61%	$74,200,233,397	6.13%
2020-21	3,243,434,243	7.71	45,704,969,813	5.81	69,914,763,468	5.68
2019-20	3,011,152,689	8.17	43,194,326,395	6.86	66,154,632,834	6.14
2018-19	2,783,830,922	4.05	40,423,232,421	5.72	62,328,357,186	4.92
2017-18	2,675,480,112	4.76	38,236,246,402	5.63	59,404,007,785	2.10

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association and *Abstract and Assessment Roll*, State of Arizona Department of Revenue.

Comparative Net Full Cash Value Histories

Fiscal Year	City of Chandler	Percent Increase/ (Decrease)	Maricopa County	Percent Increase/ (Decrease)	State of Arizona	Percent Increase/ (Decrease)
2021-22	$4,682,558,944	8.68%	$67,535,008,138	9.24%	N/A	N/A
2020-21	4,308,417,196	11.30	61,824,712,434	9.25	N/A	N/A
2019-20	3,870,977,820	10.93	56,588,192,576	8.94	N/A	N/A
2018-19	3,489,504,715	5.51	51,944,549,119	7.45	N/A	N/A
2017-18	3,307,214,933	4.42	48,343,820,221	7.69	N/A	N/A

Source: *Abstract and Assessment Roll*, State of Arizona Department of Revenue.

APPENDIX C

FORM OF OPINION OF SPECIAL COUNSEL

_____, 2021

Mayor and City Council
City of Chandler, Arizona

U.S. Bank National Association,
as Trustee

Ladies and Gentlemen:

We have examined the proceedings relating to the execution and delivery by U.S. Bank National Association (the "*Trustee*") of $[_____] aggregate principal amount of City of Chandler, Arizona, Excise Tax Revenue Refunding Obligations, Taxable Series 2021 (the "*2021 Obligations*") dated [_____], 2021, pursuant to a Trust Agreement dated as of [_____] 1, 2021 (the "*Trust Agreement*"), between the Trustee and the City of Chandler, Arizona (the "*City*"). Each of the 2021 Obligations represents a participating interest in obligations of the City under a purchase agreement dated as of [_____] 1, 2021 (the "*Agreement*"), between the Trustee and the City, including certain payments (the "*Payments*") and all other amounts due and payable by the City under the Agreement over the period from the date hereof to July 1, 20__, under which the Trustee has contracted to cause the redemption in advance of maturity of the City's outstanding City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2011 and City of Chandler, Arizona Excise Tax Revenue Obligations, Series 2013 (collectively, the "*Obligations Being Refunded*"). The Payments under the Agreement are secured by certain excise tax revenues pledged by the City pursuant to the Agreement and the Trust Agreement. We have also examined a form of the 2021 Obligations.

Based upon such examination, we are of the opinion that, under the law existing on the date of this opinion:

1. The 2021 Obligations, Trust Agreement and Agreement are legal, valid, binding and enforceable in accordance with their respective terms, except that the binding effect and enforceability thereof are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting the rights of creditors generally, and except to the extent that the enforceability thereof may be limited by the application of general principles of equity.

2. The Payments and obligations of the City under the Agreement and the 2021 Obligations are payable from and are secured by a pledge of and lien on the Excise Taxes (as defined in the Agreement), as provided in the Agreement and the Trust Agreement. The Agreement and the Trust Agreement create the first lien on the Excise Taxes they purport to create. The rights of the owners of the 2021 Obligations to payment from the Payments secured by the Excise Taxes shall be on a parity with the rights to payment from such Excise Taxes of the holders of the Existing Parity Obligations and any Additional Parity Obligations (both as defined in the Trust Agreement). Additional obligations may be issued in the future on a parity with the 2021 Obligations with respect to the lien on Excise Taxes.

3. Interest income on the 2021 Obligations is subject to federal income taxes. We express no opinion regarding other federal tax consequences arising with respect to the 2021 Obligations.

4. Under existing laws, regulations, rulings and judicial decisions, the portion of each Payment made by the City under the Agreement and denominated as and comprising interest pursuant to the Agreement and received by the owners of the 2021 Obligations is exempt from Arizona income taxes.

As to questions of fact material to our opinion, we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certificates, covenants and representations furnished to us without undertaking to verify the same by independent investigation.

GUST ROSENFELD P.L.C.

Timothy A. Stratton
For the Firm

4043420

APPENDIX D

SUMMARIES OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS

[To be provided by Special Counsel]

APPENDIX E

CITY OF CHANDLER, ARIZONA

AUDITED FINANCIAL STATEMENTS OF THE CITY OF CHANDLER, ARIZONA FOR THE FISCAL YEAR ENDED JUNE 30, 2020

The following audited financial statements are for the fiscal year ended June 30, 2020. These are the most recent audited financial statements available to the City. These audited financial statements may not represent the current financial conditions of the City. The City did not request the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the audited financial statements.

APPENDIX F

BOOK-ENTRY-ONLY SYSTEM

The description set forth below of the procedures and record-keeping with respect to beneficial ownership interests in the Series 2021 Refunding Obligations, payment of principal of and interest on the Series 2021 Refunding Obligations to Direct Participants, Indirect Participants and Beneficial Owners (as hereinafter defined), and other information concerning DTC and the book-entry-only system of registration and transfer of beneficial ownership interests in the Series 2021 Refunding Obligations is based solely on information furnished by DTC to the City for inclusion in this Official Statement. None of the City, the Trustee or the Financial Advisor makes any representations as to the accuracy or completeness thereof.

DTC will act as securities depository for the Series 2021 Refunding Obligations. The Series 2021 Refunding Obligations will be issued as fully-registered securities in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Obligation will be issued for each maturity thereof, each in the aggregate principal amount of such maturity and the Series 2021 Refunding Obligations will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2021 Refunding Obligations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021 Refunding Obligations on DTC's records. The ownership interest of each actual purchaser of each 2015 Obligation ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021 Refunding Obligations are to be accomplished by entries made on the books of the Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2021 Refunding Obligations, except in the event that use of the book-entry system for the Series 2021 Refunding Obligations is discontinued.

To facilitate subsequent transfers, all Obligations deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2021 Refunding Obligations with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 Refunding Obligations; DTC's records reflect only the identity of the Direct Participants to whose accounts such Obligations are credited, which may or may not be the Beneficial Owners. The

Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyances of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Obligations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2021 Refunding Obligations, such as prepayments, tenders, defaults, and proposed amendments to the Agreement and the Trust Agreement. For example, Beneficial Owners of Obligations may wish to ascertain that the nominee holding the Series 2021 Refunding Obligations for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Series 2021 Refunding Obligations within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2021 Refunding Obligations unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2021 Refunding Obligations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and payments on the Series 2021 Refunding Obligations will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on payment dates in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC, the Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2021 Refunding Obligations at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, the Series 2021 Refunding Obligations are required to be printed and delivered to the respective Beneficial Owners.

The use of the system of book-entry transfers through DTC (or a successor securities depository) may also be discontinued by the City. In that event, the Series 2021 Refunding Obligations will be printed and delivered.

The foregoing description of the procedures and recordkeeping with respect to beneficial ownership interest in the Series 2021 Refunding Obligations, payment of principal and interest on the Series 2021 Refunding Obligations to DTC Participants or Beneficial Owners, confirmation and transfers of the beneficial ownership interests in the Series 2021 Refunding Obligations and other related transactions by and between DTC, the DTC Participants and Beneficial Owners are based solely on the City's understanding of such procedures and recordkeeping, which is based solely on information provided by DTC. Accordingly, no representations can be made by the City or the Financial Advisor concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

NONE OF THE CITY, THE TRUSTEE OR THE FINANCIAL ADVISOR HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT

PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2021 REFUNDING OBLIGATIONS; (III) THE TRANSMITTAL BY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO HOLDERS OF THE SERIES 2021 REFUNDING OBLIGATIONS; (IV) ANY CONSENT GIVEN BY DTC OR OTHER ACTION TAKEN BY DTC AS HOLDER OF THE SERIES 2021 REFUNDING OBLIGATIONS; OR (V) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2021 REFUNDING OBLIGATIONS.

APPENDIX G

$95,265,000*
CITY OF CHANDLER, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS,
SERIES 2021

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP No. 158855)

This Continuing Disclosure Certificate (the "*Disclosure Certificate*") is undertaken by the City of Chandler, Arizona, an Arizona political subdivision (the "*City*") in connection with the execution and delivery of the City's $_____ principal amount of Excise Tax Revenue Refunding Obligations, Series 2021 (the "*Obligations*"). In consideration of the initial sale and delivery of the Obligations, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Obligation Holders (as defined herein) and in order to assist the Participating Underwriter (as defined herein) in complying with the Rule (as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to the MSRB.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Obligation Holder*" shall mean any registered owner or beneficial owner of the Obligations.

"*Official Statement*" shall mean the final official statement dated _____, 2021 relating to the Obligations.

* Preliminary, subject to change.

"*Participating Underwriter*" shall mean any of the original underwriters of the Obligations required to comply with the Rule in connection with offering of the Obligations.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Special Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized Special Counsel as may be selected by the City.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2022, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by the MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the subsection "Excise Taxes" in the Official Statement.

(C) In the event of an amendment pursuant to Section 8 hereof not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial Statements included within the Official Statement. Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Obligations. The City shall in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
(vii) Modifications to rights of Obligation Holders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Obligations, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Obligation Holders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with the applicable federal securities laws.

Note to Section 5(a)(xii): For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Obligations. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. From time to time, the City may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Special Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Obligations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Obligation holders, as determined by Special Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with the MSRB in a format prescribed by the MSRB. Currently, filings are required to be made with EMMA.

Section 10. **Additional Information**. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Obligation Holder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Obligations or the resolution authorizing the Obligations.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Special Counsel or the City's financial advisor.

Section 13. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Obligation Holders, and shall create no rights in any other person or entity.

Section 14. **Governing Law**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signatures on the following page]

Date: _____, 2021.

CITY OF CHANDLER, ARIZONA

_____
Management Services Director

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE

Name of Issuer: City of Chandler, Arizona
Name of Obligation Issue: $_____ Excise Tax Revenue Refunding Obligations, Series 2021
Dated Date of Obligations: _____, 2021 Base CUSIP: 158855

NOTICE IS HEREBY GIVEN that the City has not provided a Comprehensive Annual Financial Report with respect to the above-named Obligations as required by Section 3(a) of the Disclosure Certificate dated _____, 2021. The City anticipates that the Comprehensive Annual Financial Report will be filed by _____.

Dated: _____

CITY OF CHANDLER, ARIZONA

By _____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Chandler, Arizona
Name of Obligation Issue: $_____ Excise Tax Revenue Refunding Obligations, Series 2021
Dated Date of Obligations: _____, 2021 Base CUSIP: 158855

NOTICE IS HEREBY GIVEN that the City failed to provide its audited financial statements with its Comprehensive Annual Financial Report or, if not available, within 30 days of receipt as required by Section 4(a) of the Disclosure Certificate dated _____, 2021 with respect to the above-named Obligations. The City anticipates that the audited financial statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

CITY OF CHANDLER, ARIZONA

By _____
Its _____

[Exhibits to Continuing Disclosure Certificate]

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CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 22-004

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
From: Dawn Lang, Management Services Director
Subject: Resolution No. 5457, Authorizing the Issuance and Sale of Not to Exceed $75,000,000 in General Obligation (GO) Refunding Bonds, Taxable Series 2021

Proposed Motion:

Move City Council pass and adopt Resolution No. 5457, prepared by City's bond counsel firm of Gust Rosenfeld, P.L.C., authorizing the issuance and sale of not to exceed $75,000,000 in GO Refunding Bonds, Taxable Series 2021.

Background:

The City's Financial Advisor, Piper Sandler, & Co., works with City staff to identify refunding opportunities based on current market conditions and potential present value savings. Current low-interest rates offer an opportunity to refinance a portion of the City's GO debt by refunding bonds previously issued and outstanding, specifically GO Bonds, Series 2014 and 2016, allowing the City to realize debt service savings. If completed, the refunding will reduce the amount of debt service expenses paid from the secondary property tax-supported Debt Service Fund, as well as debt service expenses paid from water and wastewater user fee-supported Water and Wastewater Operating Funds (for the portion of the GO's supported by user fees). These savings will allow for some additional debt capacity for new projects in the City's Capital Improvement Plan.

The final interest rates, which will be determined at the time of the bond sale, will also determine the final principal amount that can or should be refunded. Therefore, to provide flexibility under varying market conditions, the resolution authorizes a maximum principal amount that may be sold.

Financial Implications:

The resolution authorizes the refunding of a portion of the City's outstanding GO Bonds. Opportunities are identified if the savings are at least 3% of the principal amount of the bonds being refunded and results in present value savings of at least $1,000,000. Depending upon the final issue size, this refunding is expected to generate debt service savings to the City of approximately $1,500,000-$2,500,000 in net present value dollars. These bonds will be refunded as taxable under the 2017 Tax Reform Act, since they are classified as advanced refunded as the call date is longer than 90 days from the refunding date.

Attachments

Chandler GO Refunding Bonds-Series-Resolution No. 5457

Chandler GO Refunding Bonds-Series 2021- Registrar Contract-draft
Chandler GO Refunding Bonds-Series 2021- Depository Trust Agreement-draft
Chandler GO Refunding Bonds-Series 2021-Continuing Disclosure Cert-draft
Chandler GO Refunding Bonds-Series 2021-Preliminary Official Statement-draft

RESOLUTION NO. 5457

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $75,000,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF CHANDLER, ARIZONA, GENERAL OBLIGATION REFUNDING BONDS, TAXABLE SERIES 2021; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS AND THE BONDS BEING REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE SELECTION OF A REGISTRAR, TRANSFER AGENT AND PAYING AGENT AND A DEPOSITORY TRUSTEE; APPROVING THE FORM OF THE BONDS, A BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT, A DEPOSITORY TRUST AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT, AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; DELEGATING THE AUTHORITY TO COMPLETE AND EXECUTE THE PURCHASE AGREEMENT; DELEGATING THE AUTHORITY TO APPROVE AND DEEM FINAL A FORM OF OFFICIAL STATEMENT; AND RATIFYING ALL ACTIONS TAKEN AND TO BE TAKEN WITH RESPECT TO THE BONDS IN FURTHERANCE OF THIS RESOLUTION**.**

WHEREAS, the following general obligation bonds of the City of Chandler, Arizona (the "City") have been issued and are outstanding: the City's General Obligation Refunding Bonds, Series 2014 (the "Prior Bonds"), and the Mayor and City Council of the City (the "City Council") have decided to provide for the refunding of all or a portion of the Prior Bonds on or prior to their respective maturity dates (the "Bonds Being Refunded"); and

WHEREAS, the City Council finds that the issuance of not to exceed $75,000,000 aggregate principal amount of General Obligation Refunding Bonds, Taxable Series 2021, issued as either a taxable or tax-exempt series (the "Bonds"), for the purpose of refunding the Bonds Being Refunded is necessary and advisable and is in the best interests of the City to lower the debt service payments due on its general obligation debt and consequently lower the tax rate required to pay such debt; and

WHEREAS, in accordance with applicable law, the aggregate amounts of principal of and interest on the Bonds shall not exceed the aggregate principal of and interest on the Bonds Being Refunded which will become due from the date of issuance of the Bonds to the final maturity date of the Bonds Being Refunded; and

WHEREAS, the firm of Piper Sandler & Co. will serve as the City's financial advisor (the "Financial Advisor") with respect to the Bonds; and

WHEREAS, the City will sell the Bonds to an underwriter or underwriters (the "Underwriter"), as selected by the Management Services Director with the assistance of the Financial Advisor, on such terms and at such prices, interest rates, maturities and redemption features as may be hereafter approved by the Management Services Director and agreed to by the Underwriter; and

WHEREAS, the City will receive a proposal from the Underwriter for the purchase of the Bonds in the form of a bond purchase agreement (the "Purchase Agreement") that will be substantially similar to the bond purchase agreements the City has previously entered into; and

WHEREAS, by this resolution the City Council will authorize the execution, issuance, sale and delivery of the Bonds to the Underwriter in accordance with the Purchase Agreement and at such prices, interest rates, maturities and redemption features as may be hereafter determined by the Management Services Director, with the advice of the Financial Advisor, and agreed to by the Underwriter; and

WHEREAS, proposed forms of the following documents (each as further defined and described herein) are on file with the City Clerk for this meeting:

(i) Bond Registrar, Transfer Agent and Paying Agent Contract;
(ii) Depository Trust Agreement;
(iii) Continuing Disclosure Certificate; and
(iv) Preliminary Official Statement; and

WHEREAS, all acts, conditions and things required by the constitution and laws of the State of Arizona to happen, exist and be performed precedent to and in the enactment of this resolution have happened, exist and have been performed as so required in order to make this resolution a valid and binding instrument for the security of the Bonds authorized herein.

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

Section 1. Authorization. For purposes of providing funds to refund all or a portion of the Bonds Being Refunded, the City of Chandler, Arizona, General Obligation Refunding Bonds, Taxable Series 2021, in an aggregate principal amount of not to exceed $75,000,000 are hereby authorized to be issued and sold as either taxable or tax-exempt bonds in accordance with the provisions of this resolution and delivered against payment therefor by the Underwriter. The designation of the Bonds may change if the Bonds are not sold in calendar year 2021. The Bonds will be issued to provide funds to refund all or a portion of the Bonds Being Refunded and to pay the costs of issuance of the Bonds. The City Council finds and determines that it is expedient, necessary and advisable for the City to restructure a portion of its outstanding bonded debt to lower the aggregate tax burden for the City's taxpayers. It is estimated that the present value of the debt service savings that will occur, net of all costs associated with the Bonds, shall be not less than three percent (3%) of the principal amount of the Bonds Being Refunded and shall result in present value savings of at least $1,000,000.

Section 2. Terms.

A. Bonds. The Bonds will be dated such date as set forth in the Purchase Agreement, will mature on July 1 in some or all of the years 2022 through 2028, inclusive, and will bear interest from their date to the maturity or earlier redemption date of each of the Bonds provided that the bond yield shall not exceed five percent (5%).

The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Bonds shall be as set forth in the Purchase Agreement and approved by the Management Services Director and such approval shall be evidenced by the execution and delivery of the Purchase Agreement. The Bonds are expected to be initially issued in fully registered book-entry-only form in denominations equal to the respective year's maturity amount. If the book-entry-only system is discontinued, the Bonds will be in the denominations of $5,000 of principal each or integral multiples thereof. Interest on the Bonds shall be payable semiannually on each January 1 and July 1 (each an "Interest Payment Date") during the term of the Bonds, commencing January 1, 2022 (or on a later date as set forth in the Purchase Agreement).

B. Book-Entry-Only System. So long as the Bonds are administered under the book-entry-only system described herein, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to The Depository Trust Company ("DTC"), its nominee Cede & Co., or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date (or in accordance with then-existing arrangements between the City and DTC). The City has previously entered into an agreement (the "Letter of Representations") with DTC in connection with the issuance of the City's bonds, including the Bonds, and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds.

C. Registration. If the book-entry-only system is discontinued, the Registrar's (as defined herein) registration books shall show the registered owners of the Bonds (the owner or owners of the Bonds as shown on the Registrar's registration books shall be referred to as "Owner" or "Owners"). While the Bonds are subject to the book-entry-only system, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, or its registered assigns. The Bonds will be administered by the Registrar in a manner which ensures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds. The City recognizes that, if issued as tax-exempt bonds, Section 149(a) of the Internal Revenue Code of 1986, as amended (the "*Code*"), requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into bearer or coupon form.

D. Payment. If the book-entry-only system is discontinued, interest on the Bonds will be payable on each Interest Payment Date by the Paying Agent (as defined herein) by check mailed to the Owner thereof at such Owner's address as shown on the registration books maintained by the Registrar as of the close of business of the Registrar on the Record Date (as defined herein).

If the book-entry-only system is discontinued, principal of the Bonds will be payable, when due, only upon presentation and surrender of the Bonds at the designated corporate trust office of the Paying Agent. Upon written request made 20 days prior to an Interest Payment Date by an Owner of at least $1,000,000 in principal amount of Bonds outstanding all payments of interest and, if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to a book-entry-only system may be paid by the Paying Agent by wire transfer in "same day funds".

E. Other Terms. The Bonds shall have such other terms and provisions as are set forth in *Exhibit A* hereto and shall be sold under the terms and conditions set forth in the Purchase Agreement.

Section 3. Prior Redemption.

A. Optional Redemption. The Bonds may be subject to redemption as determined by the Management Services Director and set forth in the Purchase Agreement.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as determined by the Management Services Director and set forth in the Purchase Agreement.

Whenever Bonds subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered by the City to the Registrar for cancellation, the principal amount of the Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Bonds for such years as the City may direct.

C. Notice of Redemption. So long as the Bonds are held under the book-entry-only system, notices of redemption will be sent to DTC in the manner required by DTC. If the book-entry-only system is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice

generally accepted by the respective securities depository. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given.

Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the City or by a Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date and, if moneys for payment of the redemption price are held in separate accounts by the Paying Agent, interest on such Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and the Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less Than All of a Bond. The City may redeem an amount which is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, the Owner shall submit the Bond for partial redemption and the Paying Agent shall make such partial payment and the Registrar shall cause to be issued a new Bond in a principal amount equal to the unpaid amount remaining on such Bond after the redemption to be authenticated and delivered to the Owner thereof.

Section 4. Security. For the purpose of paying the principal of, interest on, premium, if any, and costs of administration of the Bonds, there shall be levied on all the taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest, premium and administration costs of the Bonds as the same becomes due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. Taxes levied with respect to the payment of principal of and interest on the Bonds shall be limited as follows: the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded, calculated from the date of issuance of the Bonds to the final maturity date of the Bonds Being Refunded; and further, if the trust created to pay principal of and premium and interest on the Bonds Being Refunded is insufficient to make such payments when due, any taxes levied to

pay principal and interest on the Bonds shall first be applied to the payments of amounts due on the Bonds Being Refunded. The proceeds of the taxes shall be kept in a special fund of the City and shall be used only for the payment of principal, interest, premium, if any, or administration costs as above-stated.

Upon creation of the trust for payment of the Bonds Being Refunded, all moneys collected during the current fiscal year which would otherwise have been credited to the interest and redemption funds for the Bonds Being Refunded shall be credited to the interest and redemption funds created to service the Bonds.

Section 5. Use of Proceeds. Upon the delivery of and payment for the Bonds in accordance with the terms of their sale, the net proceeds from the sale of the Bonds, after payment of the costs and expenses of issuance, shall be set aside, together with certain funds of the City, if any, required to pay the Bonds Being Refunded, in a special trust fund maintained by a bank or trust company selected by the Management Services Director as depository trustee (the "Depository Trustee") and shall be used to pay, when due, principal of and interest and premium on the Bonds Being Refunded, all as more fully described in that certain Depository Trust Agreement to be dated as of November 1, 2021 (the "Depository Trust Agreement"), or such later date as mutually agreed upon, by and between the City and the Depository Trustee. Amounts credited to the trust, other than any beginning cash balance, shall be invested immediately in obligations issued by or guaranteed by the United States of America the maturing principal of, interest on, and premium, if any, which, together with any beginning cash balance, shall be sufficient to pay the principal of and premium and interest on the Bonds Being Refunded as the same becomes due at maturity or prior redemption as provided herein.

Any balance of the net proceeds of the Bonds remaining after payment of the costs of issuance and funding the trust for the Bonds Being Refunded shall be transferred to the debt service fund for the Bonds.

Section 6. Form of Bonds. The Bonds shall be issued in book-entry-only form and, so long as the book-entry-only system is in effect, the Bonds shall be in substantially the form of *Exhibit A* attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Purchase Agreement and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of such approval. If the book-entry-only system is discontinued, the forms of the Bonds shall be adjusted to accommodate the requirements of non-book-entry bonds.

The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of such Bond's authentication and registration. The Bonds are prohibited from being converted to coupon or bearer form without the consent of the City Council and approval of bond counsel.

Section 7. Execution of Bonds and Other Documents.

A. The Bonds. The Bonds shall be executed for and on behalf of the City by the Mayor, attested by the City Clerk and countersigned by the Management Services Director by their manual or facsimile signatures and the City seal will be either photographically, mechanically, or manually imprinted, affixed or reproduced on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, such Bond shall nevertheless be valid. A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. The signature of the authorized representative of the Registrar shall be conclusive evidence that such Bond has been authenticated and issued pursuant to this resolution.

B. Bond Registrar, Transfer Agent and Paying Agent Contract. The form of a Bond Registrar, Transfer Agent and Paying Agent Contract, in substantially the form on file with the City Clerk, concerning duties of the Registrar and the Paying Agent for the Bonds is hereby approved and the Mayor, the City Clerk or the Management Services Director are each hereby authorized and directed to execute such contract on behalf of the City with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents and cause such contract to be delivered. Execution and delivery by such officers shall constitute conclusive evidence of such approval.

C. Depository Trust Agreement. The form of the Depository Trust Agreement, in substantially the form on file with the City Clerk, concerning the refunding of the Bonds Being Refunded is hereby approved and the Mayor, the City Clerk or the Management Services Director are each hereby authorized and directed to execute and deliver such contract on behalf of the City with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents. Execution by such officers shall constitute conclusive evidence of such approval and cause such contract to be delivered.

D. Continuing Disclosure Certificate. The form of continuing disclosure certificate, in substantially the form on file with the City Clerk, is hereby approved. The Mayor, the City Clerk or the Management Services Director are each hereby authorized and directed to prepare, execute and deliver such certificate on behalf of the City.

E. Official Statement. The form of a preliminary official statement, in substantially the form on file with the City Clerk, is hereby approved. The preparation of the preliminary official statement in a form that is deemed "final", as hereafter described, is hereby authorized and approved and its distribution by the Underwriter is hereby authorized and approved. The preliminary official statement shall be in a form that is approved and deemed "final" for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, as amended (the "Rule"), by the Mayor or the Management Services

Director. The City will cause a final official statement (the "Official Statement") in substantially the form of the preliminary official statement referred to above to be prepared and distributed with the Bonds upon initial issuance. The Mayor, any member of the City Council or the Management Services Director are each hereby authorized and directed to approve, execute and deliver the Official Statement on behalf of the City and the execution by such officer shall be deemed conclusive evidence of such approval. The preliminary official statement and the Official Statement may be prepared in conjunction with, and may be part of the same document as, any preliminary official statement or official statement for any other bonds which may be issued by the City.

Section 8. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the Registrar shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed or lost, upon the Owner's paying the reasonable expenses and charges of the City in connection therewith and, in the case of the Bond destroyed or lost, filing with the Registrar of evidence satisfactory to the Registrar that such Bond was destroyed or lost, and furnishing the Registrar with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

Section 9. Sale of Bonds; Purchase Agreement Approval. When the final terms of the Bonds are known, the Purchase Agreement shall be finalized. The Mayor, any member of the City Council or the Management Services Director are each hereby authorized and directed to cause the Purchase Agreement to be completed and executed; provided, however, that the parameters of this resolution shall govern the Purchase Agreement and none of the Mayor, any member of the City Council or the Management Services Director is authorized to insert in the Purchase Agreement any terms or conditions that would be contrary to this resolution. Upon the completion, execution and delivery of the Purchase Agreement, the Bonds are ordered sold to the Underwriter pursuant to the Purchase Agreement. The execution and delivery of the Purchase Agreement as completed shall be conclusive evidence of such approval of the final terms and provisions.

The Management Services Director is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Underwriter upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the Purchase Agreement.

Section 10. Registrar and Paying Agent. The City will maintain an office or agency where Bonds may be presented for registration or transfer (the "Registrar") and an office or agency where Bonds may be presented for payment (the "Paying Agent"). The Management Services Director may appoint one or more co-Registrars or one or more additional Paying Agents. The Registrar and the Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the Owners.

The Management Services Director shall solicit pricing quotes to act as the Registrar and the Paying Agent with respect to the Bonds and shall select a Registrar and a Paying Agent in the best interests of the City. Any entity into which the Registrar or the Paying Agent is merged or consolidated shall continue as the Registrar or the Paying Agent hereunder without notice to the Owners or any further action by the City. The City may change the Registrar or the Paying Agent without notice to or consent of Owners and the City may act in any such capacity.

Each Paying Agent shall be required to agree in writing that the Paying Agent will hold in trust for the benefit of the Owners all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

The Registrar may appoint an authenticating agent acceptable to the City to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

The Registrar shall keep a separate register for the Bonds, which will show the Owners and any transfer of the Bonds. When Bonds are presented to the Registrar or a co-Registrar with a request to register a transfer, the Registrar shall register the transfer on the registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor. The "Record Date" for the Bonds shall be the 15th day of the month preceding each Interest Payment Date or principal payment date, as applicable. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the Owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

The Registrar shall authenticate Bonds for original issue up to $75,000,000 in aggregate principal amount upon the written request of the Management Services Director. The aggregate principal amount of Bonds outstanding at any time may not exceed that amount except for replacement Bonds as to which the requirements of the Registrar and the City are met.

Section 11. Depository Trustee. The City hereby requests the Depository Trustee to take any and all action necessary in connection with the execution and delivery of the Depository Trust Agreement, the sale and issuance of the Bonds and the redemption of the Bonds Being Refunded, including mailing the conditional notice of redemption, notice of advance refunding and notice of redemption described in the Depository Trust Agreement.

Section 12. Resolution a Contract. This resolution shall constitute a contract between the City and the Owners and shall not be repealed or amended in any manner that would impair, impede or lessen the rights of the Owners of the Bonds then outstanding. The performance by the City Council of the obligations in this resolution, the Bonds, the Purchase Agreement and the other agreements and documents listed in Section 7 of this resolution is hereby authorized and approved.

Section 13. Ratification of Actions. All actions of the officers and agents of the City that conform to the purposes and intent of this resolution and which further the issuance and sale of the Bonds as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this resolution.

Section 14. Qualified Tax-Exempt Obligations. The Bonds are not "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

Section 15. Redemption of Certain Bonds. Some or all of the maturities of the Prior Bonds may be refunded. Those selected for refunding are referred to herein as the Bonds Being Refunded. The Mayor and City Council hereby order that the maturities of the Bonds Being Refunded and the times that the Bonds Being Refunded will be redeemed will be determined by the Management Services Director and will be as set forth in the Official Statement. The weighted average maturity of the Bonds shall be at least 75% of the weighted average maturity of the Bonds Being Refunded.

Section 16. Tax Covenants. All or a portion of the Bonds may be issued as "tax-exempt" bonds or "taxable" bonds for purposes of the Code, as determined by the Management Services Director with the assistance of the Financial Advisor and the Underwriter. This Section shall only apply to such Bonds designated by the City as "tax-exempt". In consideration of the purchase and acceptance of the Bonds by the Owners thereof and, as authorized by Arizona Revised Statutes, Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on such Bonds from gross income for federal income tax purposes, the City covenants with the Owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest on the Bonds becoming subject to inclusion in gross income for federal income taxes.

The City agrees that it will comply with such requirements as in the opinion of Bond Counsel are necessary to prevent interest on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; paying to the United States of America any required amounts representing rebates of

arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Bonds; and limiting the use of the proceeds of the Bonds and property financed thereby.

Section 17. Severability. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this resolution. The City Council hereby declares that this resolution would have been adopted and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Chandler, Arizona, on this 26th day of August, 2021.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5457 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 26th day of August, 2021, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

(Form of Bond to be used While Book-Entry-Only System is in Effect)

Number: R-_____ Denomination: _____

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the registrar (or any successor registrar) for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION REFUNDING BOND,
TAXABLE SERIES 2021

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
____%	July 1, 20__	_____, 2021	158843 ___

Registered Owner: Cede & Co.

Principal Amount: _____ AND NO/100 DOLLARS ($_____)

CITY OF CHANDLER, ARIZONA (the "City"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[INSERT CALL FEATURE HERE, IF APPLICABLE]

Interest is payable on January 1 and July 1 of each year commencing July 1, 2022, and will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days each.

Principal of and interest on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date in accordance with existing arrangements between the City and DTC.

The "Record Date" for this bond will be the 15th day of the month preceding an interest payment date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the series of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the City for the payment of this bond and of the interest hereon as each becomes due, as limited as described herein.

This bond is one of an issue of City of Chandler, Arizona, General Obligation Refunding Bonds, Taxable Series 2021, in the aggregate principal amount of $_____ of like tenor except as to amount, maturity date, redemption provisions, interest rate and number, issued by the City to provide funds to refund certain previously issued and outstanding bonds of the City, pursuant to a resolution of the Mayor and City Council of the City duly adopted prior to the issuance hereof (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of General Obligation Refunding Bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the City sufficient for that purpose, the full faith and credit of the City are hereby irrevocably pledged; provided, however, that the total aggregate of taxes levied to pay principal and interest on the issue of bonds of which this bond is one, in the aggregate shall not exceed the total aggregate principal and interest to become due on the bonds being refunded from the date of issuance of the issue of bonds of which this bond is a part to the final date of maturity of the bonds being refunded; and subject, further, to the rights vested in the owners of the bonds being refunded by the bonds of this issue to the payment of such bonds being refunded from the same tax source in the event of a deficiency in the moneys and obligations issued by or guaranteed by the United States of America purchased from the proceeds of the sale of the bonds of this issue and placed in trust for the purpose of providing for payment of principal of and interest on the bonds being refunded. The owner of this bond must rely on the sufficiency of the moneys and obligations placed irrevocably in trust for payment of the bonds being refunded.

So long as the book-entry-only system is in effect, notices of redemption will be sent to DTC in the manner required by DTC. If the book-entry-only system is discontinued, notice of redemption of any Bond shall be filed with the registrar and mailed to the registered owner of the bond or bonds being redeemed at the address shown on the books of the registrar not more than 60 nor less than 30 days prior to the redemption date. Notice of redemption may be given to any securities depository by mail, facsimile transmission, wire transmission or other means of transmission of the notice generally accepted by the respective securities depository. Failure to properly give notice of redemption shall not affect the redemption of any bond for which notice was properly given.

Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-

entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar, which on the original issue date is the corporate trust office of _____ upon surrender and cancellation of this bond. Bonds of this issue will be issued only in fully registered form in the denomination of $5,000 of principal or integral multiples thereof.

The registrar and the paying agent may be changed by the City without notice.

The City, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The City has caused this bond to be executed by the Mayor, attested by the City Clerk and countersigned by the Management Services Director, which signatures may be facsimile signatures and the City seal has been [mechanically or photographically] impressed on this bond. This bond is not valid or binding upon the City without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the City and the occurrence of certain other conditions.

CITY OF CHANDLER, ARIZONA

_____
Mayor

ATTEST:

_____
City Clerk

COUNTERSIGNED:

_____
Management Services Director

- - - -

_____

Authorized Representative

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIFT/TRANS MIN ACT-_____Custodian_____
TEN ENT - as tenants by the entireties	(Cust)
(Minor)	
JT TEN - as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts/Transfers to Minors Act ___(State)__

Additional abbreviations may also be used though not in list above

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ _____, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

_____

_____

Note: The signature(s) on this assignment must correspond with the name(s) as written on the within registered bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

Firm or Bank

_____

Authorized Signature

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other program acceptable to the Registrar

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

FEDERAL TAXPAYER I.D. NO. 86-6000238

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF THE CITY OF CHANDLER, ARIZONA

This Bond Registrar, Transfer Agent and Paying Agent Contract dated as of [_____ 1, 2021] (this "*Contract*"), is made and entered into between the **CITY OF CHANDLER, ARIZONA** (hereinafter called the "*City*"), and [**_____**], Phoenix, Arizona (hereinafter called the "*Bank*"), and witnesseth as follows:

The City will issue its bonds, which will be known as City of Chandler, Arizona, General Obligation Refunding Bonds, Taxable Series 2021, in the aggregate principal amount of [$_____] (the "*Bonds*"). The City Council of the City (the "*Council*") has determined that the services of a bond registrar, transfer agent and paying agent are necessary and in the best interests of the City. Initially, the Bonds will be issued in book-entry-only form through The Depository Trust Company ("*DTC*") and, so long as the book-entry-only system (the "*Book-Entry-Only System*") is in effect, the Bonds will be registered in the name of Cede & Co., the nominee name of DTC.

The Bank desires to perform bond registrar, transfer agent and paying agent services during the life of the Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

1. **Services**. The Bank hereby agrees to provide the following services:

A. Bond registrar services, which shall include, but not be limited to: (1) initially authenticating and verifying the Bonds; (2) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (3) recording transfers of ownership of the Bonds promptly as such transfers occur; (4) protecting against double or overissuance; (5) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; and (6) informing the City of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate.

B. Transfer agent services, which shall include, but not be limited to: (1) receiving and verifying all Bonds tendered for transfer; (2) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (3) destroying Bonds submitted for transfer; and (4) providing proper information for recordation in the registration books.

C. Paying agent services, which shall include, but not be limited to: (1) providing a billing to the City at least 30 days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (2) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds on or before the scheduled payment date and in no event later than the time established by DTC on the date such payments are due (unless sufficient funds to make such payments have not been received by the Bank); (3) verifying all matured Bonds upon their surrender; (4) paying all principal and premium, if any, due upon the Bonds as they are properly surrendered therefor to the Bank; (5) preparing a semiannual reconciliation showing all principal and

interest paid during the period and providing copies thereof to the City; (6) inventorying all documentation of payments made, including the amount, payee and wire confirmation or imaged information for six years after payment; and (7) making proof of such payments available to the City or any owner or former owner of the Bonds.

2. **Record Date**. The "*Record Date*" for the payment of interest will be the 15th day of the month preceding an interest payment date. Normal transfer activities will continue after the Record Date but the interest payment on a particular Bond will be mailed to the registered owners of Bonds as shown on the books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption Notices**. The Bank agrees to provide certain notices to the Bond owners as required to be provided by the Bank in, and upon being provided with a copy of, the resolution of the City approving the issuance, sale and delivery of the Bonds. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the City or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public, or the date of general mailing of notices to Bond owners and information services), redemption date, redemption price, redemption agent and the name and address of the place where Bonds are to be tendered, including the name and phone number of the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

4. **Issuance and Transfer of Bonds**. The Bank will issue the Bonds to registered owners, require the Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of the

Bonds. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership.

5. **Payment Deposit**. The City will transfer immediately available funds to the Bank no later than one business day prior to or, if agreed to by the parties hereto, on the date on which the interest, principal and premium payments (if any) are due on the Bonds, but in no event later than the time established by DTC, on the date such payments are due. The Bank shall not be responsible for payments to Bond owners from any source other than moneys transferred, or caused to be transferred, to it by the City.

6. **Collateral**. The Bank shall collateralize the funds on deposit at the Bank in accordance with Arizona Revised Statutes ("A.R.S.") §§ 35-323 and 35-491.

7. **Turnaround Time**. The Bank will comply with the three business day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Fee Schedule; Initial Fee**. For its services under this Contract, the City will pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until the end of the City's current fiscal year (2021/2022), is [$_____ (prorated)] and shall be billed by the Bank to the City after closing and paid by the City after the initial delivery of the Bonds solely from proceeds of the Bonds. Subsequent payments shall be made in accordance with this Contract.

9. **Costs and Expenses**. The City hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the City agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the City from any funds lawfully available therefor and the City agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

10. **Fees for Services in Subsequent Fiscal Years**. The Bank will bill the City on or about [June] 1, 2022, and prior to each June 1 thereafter.

11. **Hold Harmless**. The Bank shall indemnify and hold harmless the City, its Council, the Management Services Director and all boards, commissions, officials, officers and employees of the City, individually and collectively, from the Bank's failure to perform to its standard of care as herein stated.

12. **Standard of Care Required**. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.

13. **Entire Contract**. This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

14. **Amendment**. The City and the Bank reserve the right to amend any individual service set forth herein or all of the services upon providing a 60-day prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale merger, consolidation or transfer to which it is a party, *ipso facto,* shall be and become successor bond registrar, transfer agent and paying agent under this Contract and vested with all of the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

15. **Resignation or Replacement**. The Bank may resign or the City may replace the Bank as bond registrar, transfer agent and paying agent at any time by giving a 30-day prior written notice of resignation or replacement to the City or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor bond registrar, transfer agent and paying agent. A successor bond registrar, transfer agent and paying agent will be appointed by the City; provided, that if a successor bond registrar, transfer agent and paying agent is not so appointed within 10 days after a notice of resignation is received by the City, the Bank may apply to any court of competent jurisdiction to appoint a successor bond registrar, transfer agent and paying agent. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the City.

In the event the Bank resigns or is replaced, the City reserves the right to appoint a successor bond registrar, transfer agent and paying agent who may qualify pursuant to A.R.S. § 35-491 *et seq.*, or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the City shall remain in full force and effect, but the Management Services Director shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder, provided that the Bank shall have been paid its fees and expenses due and owing to it, to pay the successor registrar, transfer agent and paying agent or as reimbursement if the Management Services Director acts as registrar, transfer agent and paying agent.

16. **Reports to Arizona Department of Administration**. The Bank shall make such reports to the Arizona Department of Administration (the "*State DOA*") or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein) pertaining to the retirement of any Bonds and of all payments of interest thereon, within 30 days of a request therefor, from the Management Services Director or the City, or the agents of either, to comply with the requirements of the State DOA or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein) pursuant to A.R.S. § 35-502.

17. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service. In lieu of destruction and immediately prior to the date the Bank would destroy any Bondholder or Bond payment records maintained by the Bank pursuant to this Contract, such records shall be provided to the City.

18. **Advice of Counsel and Special Consultants**. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C., or such other law firm or attorney approved by the

City, for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

19. **Examination of Records**. The City, or its duly authorized agents, may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the City, the Bank or the Auditor General of the State of Arizona (the "*State*").

20. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two years from its payment date, or any Bond is not presented for payment of principal at the maturity or redemption date, if applicable, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the owner thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat or unclaimed property law) following the date on which such interest or principal payment became due, whether at maturity or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the owner of such Bond arising under such Bond shall be made upon the City and shall be subject to the provisions of applicable law.

21. **Invalid Provisions**. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

22. **Mutilated, Lost or Destroyed Bonds**. With respect to Bonds that are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the City of evidence satisfactory to the Bank and the City that such Bond was destroyed or lost, and furnishing the Bank and the City with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

23. **Conflict of Interest**. Each party gives notice to the other parties that A.R.S. § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

24. **Covenants**. Reserved.

25. **Levy for Expenses**. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the City agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.

26. **Waiver of Trial by Jury**. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

27. **Governing Law**. This Contract is governed by the laws of the State.

28. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City. The City retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on this Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty.

The Bank and its subcontractors warrant to keep their papers and records open for random inspection by the City during normal business hours. The Bank and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto their property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

29. **No Boycott of Israel**. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Bank hereby certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

30. **Electronic Storage**. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

31. **Counterparts**. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

This Contract is dated and effective as of [_____ 1, 2021].

CITY OF CHANDLER, ARIZONA

By_____
Mayor

ATTEST:

_____
City Clerk

[Signature page of City to Registrar Contract]

[_____], as Bank

By_____
Authorized Representative

Attach as *Exhibit A* the fee schedule of the Bank.

[Signature page of Bank to Bond Registrar,
Transfer Agent and Paying Agent Contract]

Exhibit A

DEPOSITORY TRUST AGREEMENT

This Depository Trust Agreement (the "*Agreement*") dated as of [_____] 1, 2021, by and among the **CITY OF CHANDLER, ARIZONA** (the "*City*"), and [_____], a national banking association authorized to do trust business in the State of Arizona, as depository trustee (the "*Depository Trustee*").

W I T N E S S E T H:

WHEREAS, the following bonds of the City have been issued and are currently outstanding (the "*Bonds Being Refunded*"):

CUSIP (Base No. 158843)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)
WQ1 WW8	10/29/2014	General Obligation Refunding Bonds, Series 2014	$17,620,000 25,700,000	2026 2028	$17,620,000 25,700,000	2024 2024

; and

WHEREAS, Zions Bancorporation, National Association (formerly, Zions First National Bank) is the bond registrar and paying agent for the Bonds Being Refunded (the "*Refunded Registrar*"); and

WHEREAS, by a resolution adopted on August 26, 2021 (the "*Bond Resolution*"), the Mayor and Council of the City has authorized the issuance, sale and delivery of $_____ in aggregate principal amount of the City's General Obligation Refunding Bonds, Taxable Series 2021 (the "*Bonds*"), issued to refund the Bonds Being Refunded and pay the costs of issuance related to the Bonds; and

WHEREAS, the Bond Resolution authorizes and directs the City to enter into an irrevocable trust agreement with the Depository Trustee for the safekeeping and handling of the moneys and securities to be held in trust to pay the Bonds Being Refunded; and

WHEREAS, the Depository Trustee agrees to accept and administer the trust created hereby.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth it is hereby agreed as follows:

Section 1. **Deposit With Depository Trustee**. Pursuant to this Agreement, the Depository Trustee has received for deposit to the account of the City the following amount:

Bond proceeds	$
Less: Underwriter's Discount	
Cash Contribution	$
Total	$

Such proceeds of the Bonds and the cash contribution shall be applied as follows: (a) $_____ to advance refund the Bonds Being Refunded and (b) $_____ to pay the costs of issuance on the Bonds.

Section 2. **Trust Account**. Excluding the $_____ that shall be held by the Depository Trustee in a costs of issuance account separate from the Trust Account (as hereafter defined) and used to pay costs of issuance, the Depository Trustee shall hold the moneys so deposited, all investments made with such moneys and all earnings from investment and reinvestment of such moneys, and all other moneys received by the Depository Trustee from the City hereunder in an irrevocable, segregated and separate trust account separate from all other funds and investments deposited with the Depository Trustee for the sole and exclusive benefit of the holders of the Bonds Being Refunded until final payment thereof (the "*Trust Account*").

Section 3. **Government Obligations**. On the date of initial delivery of the Bonds, the Depository Trustee shall invest $_____ in (a) obligations issued by or the principal of and interest on which are fully and unconditionally guaranteed by the United States of America or (b) any of the senior debt of any of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities, including, without limitation: (i) United States Treasury Obligations - State and Local Government Series; (ii) United States Treasury bills, notes and bonds, as traded on the open market; (iii) Zero Coupon United States Treasury Bonds; or (iv) shares in an investment management company that invests solely in obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America (collectively, the "*Government Obligations*") to create a portfolio of moneys and Government Obligations as described in *Exhibit A* hereto and $___ shall be held uninvested as an initial cash deposit to the Trust Account, all to refund the Bonds Being Refunded.

The investment income from the Government Obligations shall be collected and received by the Depository Trustee and credited to the Trust Account. The Depository Trustee shall keep adequate records of such moneys, Government Obligations and investment earnings so as to permit the portfolio to be accounted for separately.

The Depository Trustee shall not sell or redeem such Government Obligations in advance of their maturity dates except as provided in Section 5 hereof.

Section 4. **Code Provisions**. The parties recognize that amounts credited to the Trust Account and invested in the Government Obligations are, at the time of execution and delivery hereof, subject to restrictions as to investment under the Internal Revenue Code of 1986, as amended (the "*Code*"), in order for the interest on the Bonds Being Refunded to be, or continue to be, excluded from gross income for purposes of calculating federal income taxes. In order to comply with such currently applicable restrictions, and subject to the provisions of Section 5 hereof, the following provisions shall apply with respect to reinvestment of amounts credited to the Trust Account:

(a) Amounts received as maturing principal of or interest on the Government Obligations credited to the portfolio prior to the date such amounts are to be used to pay principal of or interest or redemption premium on the Bonds Being Refunded and are not to be reinvested.

(b) Yields are to be calculated by means of an actuarial method of yield calculation whereby "yield" means the discount rate that, when used in computing the present value as of the date the investment is first allocated to the Bonds of all unconditionally payable receipts from the investment (using the same compounding intervals and financial conventions used to compute the yield on the Bonds),

produces an amount equal to the present value of all unconditionally payable payments for the investments. The Depository Trustee will not be responsible for the calculation of any yield.

(c) The purchase price of a Government Obligation used in determining its yield must be the market price of the Government Obligation on an established market. This means that a premium may not be paid to adjust the yield and that a lower interest rate than is usually paid may not be accepted. At the time of execution and delivery hereof, if a Government Obligation cannot be purchased on an established market or a *bona fide* bid price cannot be established at a yield that does not exceed the yield restriction applicable to the moneys to be invested regarding the Restricted Obligations, investments are limited to United States Treasury Certificates of Indebtedness, Notes and Bonds—State and Local Government Series which yield no more than the restricted yield.

(d) Notwithstanding the foregoing, any amounts held in the Trust Account may be invested in investments having any yield if the parties hereto receive an opinion in form and substance satisfactory to them of nationally recognized bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such investment will not cause any of the Bonds Being Refunded to become arbitrage bonds within the meaning of Section 148 of the Code, and will not otherwise cause the interest on the Bonds Being Refunded to become included as gross income for purposes of calculating federal income taxes.

(e) Amounts received from reinvestment of maturing principal of and interest on Government Obligations, if any, prior to the date such amounts are to be used to make payments on the Bonds Being Refunded pursuant to this Section 4 and which are not needed to provide for payments on the Bonds Being Refunded may be withdrawn from the Trust Account and returned to the City and applied for the benefit of the City in accordance with applicable law.

(f) The City waived its ability to invest certain portions of the Government Obligations without restriction pursuant to Section 148 of the Code.

Notwithstanding any provision of this Agreement to the contrary, the Depository Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with, or for the purpose of complying with, Section 148 of the Code, or any successor statute or any regulation, ruling or other judicial or administrative interpretation thereof, including, without limitation, the calculation of amounts required to be paid to the United States of America or the determination of the maximum amount which may be invested in non-purpose obligations having a yield higher than the yield on the bonds, and the Depository Trustee shall not be liable or responsible for monitoring the compliance by the City with any of the requirements of Section 148 of the Code or any applicable regulation, ruling or other judicial or administrative interpretation thereof; it being acknowledged and agreed that the sole obligation of the Depository Trustee with respect to the investment of monies hereunder shall be to invest such monies in accordance with instructions received by it as set forth in this Agreement.

Section 5. **Investment Instructions**. The Depository Trustee may sell or redeem Trust Account investments in advance of their maturity dates and invest the proceeds of such sale or redemption or other moneys credited to the Trust Account in connection with such sale or redemption in Government Obligations only upon receipt of written instructions from the City Management Services Director to do so, and receipt by the parties hereto of:

(a) An opinion in form and substance satisfactory to them of nationally recognized bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by

purchasers of municipal bonds to the effect that such action will not cause the interest on the Bonds Being Refunded to be included in gross income for federal income tax purposes and will not cause the Bonds Being Refunded to become "arbitrage bonds" within the meaning of Section 148 of the Code, and will not adversely affect the right of the City to issue obligations the interest on which is excluded from gross income for federal income tax purposes; and

(b) A report from a nationally recognized certified public accountant or firm of certified public accountants verifying the accuracy of the arithmetic computations of the adequacy of the proceeds from the liquidation together with any other moneys and the maturing principal of and interest on any Government Obligations to be credited to the Trust Account in accordance with the City Management Services Director's instructions, to pay, when due, the principal of and interest and any redemption premiums on the Bonds Being Refunded as the same become due at maturity or upon prior redemption (the "*Verification Report*").

Upon any such sale or redemption of investments and reinvestment, any amounts not needed in the Trust Account to provide for payment of the Bonds Being Refunded, as shown by the accountant's report discussed above, may be withdrawn from the Trust Account and returned to the City Management Services Director and applied for the benefit of the City in accordance with applicable law.

(c) The parties hereto acknowledge and agree that on the date the Bonds are issued and delivered against payment therefor (the "*Delivery Date*"), the Depository Trustee is to receive the Government Obligations referred to above in Section 3. If the Depository Trustee shall not receive any of the Government Obligations (the "*Failed Escrow Securities*"), the Depository Trustee shall accept, as temporary substitutes cash or, at the same purchase price, other Government Obligations ("*Substitute Escrow Securities*") the payments on which are scheduled to provide, as determined by an independent certified public accountant, along with such cash, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they are substituted. (The Depository Trustee may rely upon a report of an independent firm of certified public accountants that the condition in the preceding sentence is satisfied.) If Substitute Escrow Securities are delivered, thereafter, upon delivery to the Depository Trustee of Failed Escrow Securities, together with any amounts paid thereon subsequent to the Delivery Date, the Depository Trustee shall return an amount of such cash and Substitute Escrow Securities, and any amount paid thereon subsequent to the Delivery Date, corresponding to the Failed Escrow Securities which the Substitute Escrow Securities replaced.

Section 6. **Moneys Not Invested**. Any Trust Account moneys that are not at any time invested in Government Obligations shall be held as a demand deposit by the Depository Trustee and shall be secured as deposits of public moneys.

Section 7. **Timely Payments**. The Depository Trustee shall make timely payments from the Trust Account to the Refunded Registrar in the amounts and on the dates sufficient to pay principal and interest coming due on each series of the Bonds Being Refunded. Unless otherwise directed by the City Management Services Director, in order to determine the amounts and the dates on which principal and interest is due on each series of the Bonds Being Refunded, the Depository Trustee may rely upon the debt service schedules with respect to each series of the Bonds Being Refunded as appear in the Verification Report prepared by Public Finance Partners LLC, [certified public accountants], in connection with the issuance of the Bonds.

Section 8. **Notices**. (a) On the date of initial issuance of the Bonds, the City hereby irrevocably instructs the Refunded Registrar to send, via telecopy or through other electronic means, to The Depository Trust Company ("*DTC*") and to the Municipal Securities Rulemaking Board (the "*MSRB*"), by the method required by the MSRB, currently through the MSRB's Electronic Municipal Market Access system ("*EMMA*"), the notice of refunding in substantially the form of *Exhibit B-1* attached hereto.

(b) On the date of initial issuance of the Bonds, the City hereby irrevocably instructs the Refunded Registrar to send, via telecopy or through other electronic means, to DTC and to the MSRB through EMMA, the notice of advance refunding in substantially the form of *Exhibit B-2* attached hereto.

(c) The City agrees to pay the expenses of the Refunded Registrar in giving all notices required hereunder pursuant to the registrar contract relative to the Bonds Being Refunded.

Section 9. **Insufficient Funds**. If at any time or times there are insufficient funds on hand in the Trust Account to pay the principal of and interest on the Bonds Being Refunded as the same becomes due, or for the payment of the fees and expenses of the Refunded Registrar, the Refunded Registrar shall promptly notify the City of such deficiency and the City shall promptly pay such amount to the Refunded Registrar.

Section 10. **Depository Trustee Fees**. For services hereunder, the Depository Trustee shall be entitled to the Depository Trustee's fees set forth in *Exhibit C* attached hereto, such fees being due upon the initial deposit of moneys with the Depository Trustee and representing payment of the Depository Trustee's initial fee and prepayment of the annual Depository Trustee's fees for services hereunder during the term hereof. The Depository Trustee shall not create or permit to be created any lien on moneys in the Trust Account for the failure to pay any such fees. The Depository Trustee shall be reimbursed for all out of pocket costs.

Section 11. **Reports**. On or before each January 15 and July 15 during the term hereof, the Depository Trustee shall submit to the City a report covering all moneys it has received and all payments it has made under the provisions hereof during the six-month period ending on the preceding June 30 and December 31 (except for the first such report, due January 15, 2022, which will cover the period commencing with the date on which the Bonds were issued to and including December 31, 2021). Each such report shall also list all investments and moneys in the Trust Account as of the report date.

Section 12. **Transfer Upon Full Payment**. When all amounts payable on the Bonds Being Refunded have become due and the Depository Trustee has on deposit all moneys necessary for the payment of such amounts, and in any event on the business day preceding the date the last of the Bonds Being Refunded matures or is to be redeemed, the Depository Trustee shall transfer all moneys and investments credited to the Trust Account not required for payment of principal and interest with respect to the Bonds Being Refunded to the City Management Services Director for the City's benefit.

Section 13. **Agreement Irrevocable**. The parties recognize that the owners of the Bonds Being Refunded have a beneficial vested interest in the moneys and investments held in the Trust Account and that the Bonds will be delivered to and accepted by the owners thereof in reliance upon the irrevocable character of the trust so created. Therefore, this Agreement shall not be revoked, and shall not be amended

in any manner that may adversely affect the rights herein sought to be protected, until the provisions hereof have been fully carried out.

Section 14. **Non-Liability**. The Depository Trustee shall be under no obligation to inquire into or be otherwise responsible for the performance or nonperformance by any paying agent for the Bonds Being Refunded of any of their obligations or to protect any of the rights of the City under any of the proceedings with respect to the Bonds Being Refunded or the Bonds. The Depository Trustee shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may do or refrain from doing except for its negligence, willful misconduct, breach of trust or default in the performance of any obligation imposed upon it hereunder. The Depository Trustee shall not be liable or responsible for any loss resulting from any investment made pursuant hereto in compliance with the provisions hereof.

Section 15. **Audit**. The City shall have the right to audit the books, records and accounts of the Depository Trustee insofar as they pertain to the trust created hereunder.

Section 16. **Costs of Issuance**. Upon the City's prior receipt and approval of invoices, the Depository Trustee shall be authorized and directed to pay, solely from moneys deposited with the Depository Trustee in the Costs of Issuance Account ($_____), the costs and expenses incurred in issuing the Bonds as set forth in *Exhibit C* hereto. Amounts deposited with the Depository Trustee for such purpose shall be held in a separate Costs of Issuance Account. Any amounts remaining on July 1, 2021, shall be transferred to the City and deposited to the Debt Service Fund and used to pay interest on the Bonds on the next succeeding interest payment date.

Section 17. **Depository Trustee Responsibility**. In the event the Depository Trustee is required or permitted hereby, or is requested hereunder, to take any action (or refrain from taking any action) as the Depository Trustee, the performance (or nonperformance) of which would, in the Depository Trustee's sole judgment, subject the Depository Trustee to unreasonable risk of liability or expense, the Depository Trustee shall have no duty to take (or refrain from taking) any such action until the Depository Trustee has been furnished with indemnity adequate, in its sole judgment, to protect the Depository Trustee, its directors, officers, employees, agents and attorneys for, from and against such liability or expense, and all reasonable costs and expenses (including reasonable attorneys' fees) in connection therewith, or until its duty as to any such action (or inaction) shall have been finally adjudicated by a court of competent jurisdiction and all applicable periods in which to appeal or seek appellate review have expired.

To the extent permitted by law, the City will indemnify and hold the Depository Trustee, its directors, officers, employees, agents and attorneys harmless for, from and against any loss, liability, judgment or expense (including reasonable attorneys' fees) arising from the Depository Trustee's performance of its obligations hereunder except any such loss, liability, judgment or expense resulting from the successful allegation of the Depository Trustee's negligence or willful misconduct or breach of trust. The rights of the Depository Trustee to such indemnification shall survive the termination of this Agreement.

The Depository Trustee may consult with independent counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such counsel. The Depository Trustee shall not be liable for the accuracy of any calculations provided by others to it under this Agreement as to the sufficiency of the moneys or Government Obligations deposited with it to pay the principal of and interest and redemption

premiums, if any, on the Bonds Being Refunded at the respective maturities. Furthermore, the Depository Trustee may conclusively rely in good faith as to the truth, accuracy and correctness of, and shall be protected and indemnified in acting or refraining from acting upon, any written opinion, calculation, notice, instruction, request, certificate, document or opinion furnished to the Depository Trustee in accordance herewith and signed or presented by the proper party pursuant hereto and it need not investigate the truth or accuracy of any fact or matter stated in such opinion, calculation, notice, instruction, request, certificate or opinion.

The Depository Trustee may at any time resign and be discharged of the duties and obligations created hereby. If the Depository Trustee resigns, or is dissolved, liquidated or in the process of being dissolved or liquidated or otherwise becomes incapable of acting hereunder, or is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Depository Trustee may be appointed. No resignation or removal may become effective until a successor Depository Trustee shall have been appointed. In the event that no appointment of a successor Depository Trustee occurs within 60 days, the holder of any of the Bonds Being Refunded or the retiring Depository Trustee may apply to any court of competent jurisdiction for the appointment of a successor Depository Trustee acceptable to the City, and such court may thereupon, after such notice as it shall deem proper, appoint a successor Depository Trustee acceptable to the City. Any successor Depository Trustee appointed under this Agreement shall execute, acknowledge and deliver to its predecessor and the City an instrument in writing accepting such appointment and, thereupon, such successor Depository Trustee, without any further act, deed or conveyance, shall become fully vested with all rights, estates, powers, trusts, duties and obligations of its predecessor; but, such predecessor shall, nevertheless, on the written request of such successor Depository Trustee, execute, acknowledge and deliver an instrument transferring to such successor Depository Trustee all of the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Depository Trustee shall deliver all securities and moneys held by it to the successor Depository Trustee.

The Depository Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Depository Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("*Instructions*") given pursuant to this Agreement and delivered using Electronic Means ("*Electronic Means*" mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Depository Trustee, or another method or system specified by the Depository Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Depository Trustee an incumbency certificate listing officers with the City to provide such Instructions ("*Authorized Officers*") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Depository Trustee Instructions using Electronic Means and the Depository Trustee in its discretion elects to act upon such Instructions, the Depository Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Depository Trustee cannot determine the identity of the actual sender of such Instructions and that the Depository Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Depository Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the

Depository Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Depository Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Depository Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Depository Trustee, including without limitation the risk of the Depository Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Depository Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Depository Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 18. **Assignment; Merger**. Neither this Agreement nor the Trust Account created hereunder may be assigned by the Depository Trustee without the prior written consent of the City unless the Depository Trustee is required by law to divest itself of its interest in its trust department or unless the Depository Trustee sells or otherwise assigns all or substantially all of its corporate trust business in which event the trust shall be continued by the Depository Trustee's successor in interest.

Any corporation into which the Depository Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Depository Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Depository Trustee, shall be the successor of the Depository Trustee hereunder, provided such corporation, association or agency shall be otherwise qualified and eligible under this Section, without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Depository Trustee, at any time prior to the first anniversary of the date hereof, may assign and transfer by written agreement all property, rights, interests, powers, duties and obligations of the Depository Trustee as established hereunder, to a bank or trust company that is duly qualified to conduct trust business in the State of Arizona that is under common corporate control with the Depository Trustee and that otherwise satisfies the qualification requirements hereunder for successor Depository Trustees. Upon such assignment and transfer, the transferee bank or trust company shall become successor Depository Trustee and receive, accept and hold all property, rights, interests, powers, duties and obligations thereof without further actions or approvals of any other person.

Section 19. **Severability**. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. The parties declare that they would have executed this Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases hereof may be held to be illegal, invalid or unenforceable. If any provision hereof contains an ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

Section 20. **Applicable Laws; Entire Agreement**. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other

with respect to the subject matter hereof and no party hereto has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth herein.

Section 21. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

Section 22. **Conflict of Interest**. The City hereby gives notice to the Depository Trustee and the Refunded Registrar that A.R.S. § 38-511, as amended, provides that the State of Arizona, its political subdivisions or any department or agency of either, may within three years after execution thereof cancel any contract without penalty or further obligation, made by the State of Arizona, its political subdivisions or any department or agency of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating such agreements on behalf of the State of Arizona, its political subdivisions or any department or agency of either, is at any time while such contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

Section 23. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Depository Trustee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Depository Trustee's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of the Depository Trustee and its subcontractors who work on the Contract to ensure that the Depository Trustee and its subcontractors are complying with the above-mentioned warranty.

The Depository Trustee and its subcontractors warrant to keep such papers, information, and records necessary to verify compliance with the above-mentioned warranty (collectively, the "*Information*") open for random inspection by the City during the Depository Trustee's normal business hours. The Depository Trustee and its subcontractors shall reasonably cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections, granting the City access to, and use of, the Information, provided that, the City agrees that it will use the Information solely for the purpose of verifying compliance with the E-verify requirements and the warranty of this Section 23 and, subject to the requirements of law, including the public records law of the State of Arizona, the City will preserve the confidentiality of any information, records, or papers the City views, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, the Information.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF CHANDLER, ARIZONA

By_____
Management Services Director

[Signature page of City to Depository Trust Agreement]

[_____],
as Depository Trustee

By_____
Title:_____

ACKNOWLEDGED AND AGREED FOR PURPOSES OF SECTIONS 8 AND 22

_____
Zions Bancorporation, National Association
(formerly, Zions First National Bank),
as Refunded Registrar

[Signature page of Trustee to Depository Trust Agreement]

EXHIBIT A

GOVERNMENT OBLIGATIONS

Government Obligations to be acquired for $_____. $_____ will be held uninvested.

Security Type	Maturity Date	Par Amount	Price	Coupon Rate

EXHIBIT B-1

NOTICE OF REFUNDING

CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2014

CUSIP (Base No. 158843)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Maturity Date (July 1)
WQ1 WW8	10/29/2014	General Obligation Refunding Bonds, Series 2014	$17,620,000 25,700,000	2026 2028	$17,620,000 25,700,000	2024 2024

Such bonds are hereinafter referred to as the "Bonds Being Refunded."

Notice is hereby given that the undersigned has been notified that the Bonds Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with cash and obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Bonds Being Refunded.

The Bonds Being Refunded will be paid on the date and in the amount as set forth above.

Zions Bancorporation, National Association (formerly,
Zions First National Bank) (the "Refunded Registrar ")

THIS IS NOT A REDEMPTION NOTICE

The Refunded Registrar shall mail this notice by first class mail to all registered owners of the Bonds Being Refunded and send to the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system, within 30 days following the issuance of the bonds which refund the Bonds Being Refunded.

EXHIBIT B-2

NOTICE OF ADVANCE REFUNDING

CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2014

CUSIP (Base No. 158843)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Maturity Date (July 1)
WQ1 WW8	10/29/2014	General Obligation Refunding Bonds, Series 2014	$17,620,000 25,700,000	2026 2028	$17,620,000 25,700,000	2024 2024

Such bonds are hereinafter referred to as the "Bonds Being Refunded."

Notice is hereby given that the undersigned has been notified that the Bonds Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with cash and obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Bonds Being Refunded.

The Bonds Being Refunded will be paid on the date and in the amount as set forth above.

Zions Bancorporation, National Association (formerly,
Zions First National Bank) (the "Refunded Registrar")

THIS IS NOT A REDEMPTION NOTICE

The Refunded Registrar shall mail this notice by first class mail to all registered owners of the Bonds Being Refunded and send to the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system, within 30 days following the issuance of the bonds which refund the Bonds Being Refunded.

EXHIBIT C

EXPENSES

Upon the City's prior receipt and approval of invoices, the following expenses are to be paid by the Depository Trustee from Bond proceeds deposited with the Depository Trustee for that purpose:

Bond Counsel Fee and Costs (1)	$
Financial Advisor Fee and Expenses (2)	
Preliminary Official Statement and Official Statement Printing and Preparation (3)	
Bond Ratings (4)	
CPA Verification (5)	
Initial Registrar and Paying Agent Fees (6)	
Depository Trustee Fees (6)	
Miscellaneous	
Total	**$**

(1) Gust Rosenfeld P.L.C.
(2) Piper Sandler & Co.
(3) IPREO/ i-Deal Prospectus
(4) Moodys' ($_____) and Standard & Poor's ($_____)
(5)
(6)

[$_____]
CITY OF CHANDLER, ARIZONA
TAXABLE GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2021

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. 158843)

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Chandler, Arizona (the "*City*") in connection with the issuance of its Taxable General Obligation Refunding Bonds, Series 2021 (the "*Bonds*"). In consideration of the initial sale and delivery of the Bonds, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Bondholders and in order to assist the Participating Underwriter (as hereinafter defined) in complying with the Rule (as hereinafter defined).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized bond counsel as may be selected by the City.

"*Bondholder*" shall mean any registered owner or beneficial owner of the Bonds.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), except that "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____, 2021] relating to the Bonds.

"*Participating Underwriter*" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. **Provision of Annual Reports**.

(a) The City shall, or shall cause the Dissemination Agent to, not later than February 1 of each year (the "*Filing Date*"), commencing February 1, 2022, provide electronically to MSRB, in a format prescribed by MSRB, an Annual Report for the fiscal year ending on the preceding June 30 which is consistent with the requirements of Section 4 of this Disclosure Certificate. Should the City's fiscal year change to something other than July 1 to June 30, then the Annual Report will be provided not later than seven months after the end of such fiscal year. Currently, filings are required to be made with EMMA. Notice of any such change in the City's fiscal year will be filed with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than such Filing Date.

(c) If the City's audited financial statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its audited financial statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine each year prior to the date(s) for providing the Annual Report and audited financial statements the proper address of EMMA; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and,

when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, annual Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following subsections of the Official Statement:

(1) Estimated Net Full Cash Value and Assessed Values;
(2) Statements of Bonds Outstanding;
(3) Property Tax Assessment Ratios;
(4) Real and Secured Property Taxes Levied and Collected;
(5) Direct and Overlapping Tax Rates per $100 Assessed Valuation;
(6) Property Value by Property Classification;
(7) Net Limited Property Assessed Valuation of Major Taxpayers.

(C) In the event of an amendment pursuant to Section 8 of this Disclosure Certificate not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with GAAP and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial Statement included within the Official Statement.

Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Bonds. The City shall in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
(vii) Modifications to rights of Bondholders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with the applicable federal securities laws.

Note to Paragraph 5(a)(xii): For the purposes of the event identified in paragraph (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but

subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Bondholders, as determined by Bond Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Bondholder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Bonds or the resolution authorizing the Bonds.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the

responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Bond Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Bondholders, and shall create no rights in any other person or entity.

Section 15. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signatures on following page]

Date: [_____, 2021].

CITY OF CHANDLER, ARIZONA

By_____
Its Management Services Director

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] Taxable General Obligation Refunding Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated [_____, 2021]. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

City of Chandler, Arizona

By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] Taxable General Obligation Refunding Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [_____, 2021], with respect to the above-named Bonds. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

City of Chandler, Arizona

By_____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] Taxable General Obligation Refunding Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated [_____, 2021].

Dated: _____

City of Chandler, Arizona

By_____
Its _____

[Exhibits to Continuing Disclosure Certificate]

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER __, 2021

NEW ISSUE – BOOK-ENTRY-ONLY

RATINGS: **Fitch:** "___"
Moody's: "___"
S&P: "___"
See "RATINGS" herein

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest income on the Bonds is exempt from Arizona Income Taxes. Interest income on the Bonds is subject to federal income taxes. See "TAX MATTERS" herein

$48,610,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS, TAXABLE SERIES 2021

Dated: Date of Initial Delivery **Due:** July 1, as shown on the inside front cover page

The City of Chandler, Arizona (the "City") will issue its $48,610,000* aggregate principal amount of General Obligation Refunding Bonds, Taxable Series 2021 (the "Bonds") for the purpose of (i) providing funds for the purpose of refunding and redeeming, in advance of their respective maturities, certain of the City's Bonds Being Refunded (as defined herein) and (ii) paying the costs of issuance of the Bonds.

The Bonds will be dated the date of initial delivery and will be issuable as fully registered securities without coupons and will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Beneficial interests in the Bonds will be available to purchasers in amounts of $5,000 of principal due on specific maturity dates or integral multiples thereof. Purchasers will not receive certificates representing their beneficial interests in the Bonds. See APPENDIX E – "BOOK-ENTRY-ONLY SYSTEM." The principal of, premium, if any, and interest on the Bonds will be paid by U.S. Bank National Association to Cede & Co., as long as Cede & Co. is the registered owner of the Bonds. Disbursement of such payments to the DTC participants is the responsibility of DTC, and disbursement of such payments to the purchasers of beneficial ownership interests in the Bonds is the responsibility of DTC participants and Indirect Participants (as defined herein), as more fully described herein. The City and DTC each reserve the right to discontinue the book-entry-only system at any time.

See Maturity Schedule on Inside Front Cover Page

The Bonds will mature on the dates and in the principal amounts set forth on the inside front cover page. Interest on the Bonds will be payable semiannually on January 1 and July 1, commencing January 1, 2022*. The Bonds will not be subject to redemption prior to their stated maturity dates.

Principal of and interest on the Bonds will be payable from a continuing, direct, annual, ad valorem tax levied against all taxable property within the boundaries of the City without limit as to rate, but limited in amount to a total amount not greater than the aggregate amount of principal and interest which will become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final maturity of the Bonds Being Refunded. The application of such taxes to the Bonds will be subject to the prior rights of the owners of the Bonds Being Refunded to payment from the same ad valorem taxes in the event the monies deposited in an irrevocable depository trust with U.S. Bank National Association for the Bonds Being Refunded are insufficient to pay the principal of and premium, if any, and interest on the Bonds Being Refunded, as they become due. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS" and "PLAN OF REFUNDING" herein.

The Bonds are offered when, as and if issued by the City and received by the underwriters identified below (the "Underwriters"), subject to the approving legal opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, as to validity and State of Arizona tax exemption. Certain legal matters will be passed upon solely for the benefit of the Underwriter(s) by their counsel _____, Phoenix, Arizona. It is expected that the Bonds, in book-entry-only form, will be available for delivery through the facilities of DTC on or about November __, 2021*.

This cover page contains certain information for quick reference only. It is not a summary of this issue of which the Bonds are a part. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Bonds.

UNDERWRITER(S) TBD

* Preliminary, subject to change.

$48,610,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS,
TAXABLE SERIES 2021

MATURITY SCHEDULE*

Maturity Date (July 1)	Principal Amount	Interest Rate	Price or Yield	CUSIP® No. 158843(a)
2022	$1,385,000	%	%	
2023	875,000			
2024	875,000			
2025	875,000			
2026	18,500,000			
2027	200,000			
2028	25,900,000			

(a) CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2021 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, Bond Counsel, the Underwriters, the Financial Advisor (each as defined herein) or their agents or counsel assume responsibility for the accuracy of such numbers.

* Preliminary, subject to change.

CITY OF CHANDLER, ARIZONA

CITY COUNCIL

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

CITY ADMINISTRATIVE OFFICERS

Joshua Wright, *City Manager*
Debra Stapleton, *Assistant City Manager*
Dawn Lang, *Management Services Director*
Kelly Schwab, *City Attorney/Risk Manager*
Dana DeLong, *City Clerk*

BOND COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

FINANCIAL ADVISOR

Piper Sandler & Co.®
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT/DEPOSITORY TRUSTEE

U.S. Bank National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement does not constitute an offering of any security other than the City of Chandler, Arizona (the "City") General Obligation Refunding Bonds, Taxable Series 2021 (the "Bonds"), identified on the inside front cover page hereof. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall be no sale of the Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing.

The information set forth in this Official Statement has been provided by the City, Maricopa County, the State of Arizona Department of Revenue and other sources which are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City or Piper Sandler & Co. (the "Financial Advisor") or _____ (collectively, the "Underwriters"). The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. All estimates and assumptions contained herein have been based on the latest information available and are believed to be reliable, but no representations are made that such estimates and assumptions are correct, will be realized or will be repeated in the future. The information and any expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any other parties or matters described herein since the date thereof.

The sale and issuance of the Bonds will not be registered under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Arizona Securities Act in reliance upon exemptions provided under such acts for the sale and issuance of securities such as the Bonds. The Bonds will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, State or other government entity or agency will have passed upon the merits of the Bonds or the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

None of the City, the Underwriters, the Financial Advisor and Bond Counsel (as defined herein) are actuaries, nor have any of them performed any actuarial or other analysis of the City's unfunded liabilities under the Arizona Public Safety Retirement System, the Arizona State Retirement System or the Elected Officials' Retirement Plan.

The Underwriters have provided the following sentence for inclusion into this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

In connection with this offering, the Underwriters may allow concessions or discounts from the initial public offering prices to dealers and others, and the Underwriters may over allot or engage in transactions intended to stabilize the prices of the Bonds at levels above those which might otherwise prevail in the open market in order to facilitate their distribution. Such stabilization, if commenced, may be discontinued at any time.

A wide variety of other information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

The information contained herein in APPENDIX E – "BOOK-ENTRY-ONLY SYSTEM" has been furnished by The Depository Trust Company and no representation has been made by the City, the Financial Advisor or any of their counsel or agents, as to the accuracy or completeness of such information.

The City will covenant to provide continuing disclosure as described in this Official Statement under "CONTINUING SECONDARY MARKET DISCLOSURE" and in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE," pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission.

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OFFICIAL STATEMENT

$48,610,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS,
TAXABLE SERIES 2021

INTRODUCTORY STATEMENT

The Official Statement, which includes the cover page, inside front cover page and the appendices hereto (the "Official Statement"), has been prepared in connection with the original sale and issuance by the City of Chandler, Arizona (the "City") of its $48,610,000* aggregate principal amount of General Obligation Refunding Bonds, Taxable Series 2021 (the "Bonds").

The Bonds will be issued in the form of fully registered bonds, registered in the name Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the securities depository for the Bonds.

All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from revenues, taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

Concurrently with the issuance of the Bonds, the City expects to offer its $95,265,000* Excise Tax Revenue Refunding Obligations, Taxable Series 2021 (the "Series 2021 Excise Tax Refunding Obligations"), pursuant to a separate official statement. The Series 2021 Excise Tax Refunding Obligations will not be secured by, or payable from, *ad valorem* taxes. See "STATEMENTS OF BONDS OUTSTANDING Excise Tax Revenue Obligations Outstanding and to be Outstanding" in APPENDIX B – "CITY OF CHANDLER, ARIZONA – Financial Data." In addition to the bonds, the City expects to offer its $33,375,000* General Obligation Bonds, Series 2021 (the "Series 2021 GO Bonds"), pursuant to a separate official statement.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes (the "Arizona Revised Statutes" or "A.R.S."), or uncodified, or of the Arizona constitution (the "Arizona Constitution") or the Charter of the City (the "Charter") are references to those current provisions. Those provisions may be amended, repealed or supplemented.

As used in this Official Statement "debt service" means principal and interest on the obligations referred to, "County" means Maricopa County, Arizona and "State" or "Arizona" means the State of Arizona. Initial capitals denote terms defined herein.

THE BONDS

Authorization and Purpose – Bonds

The Bonds will be issued pursuant to the Arizona Constitution and laws of the State, including particularly Title 35, Chapter 3, Article 4, Arizona Revised Statutes, as amended (the "Refunding Act"), and under the provisions of Resolution No. _____ authorizing issuance of the Bonds adopted by the Mayor and City Council of the City on August 26, 2021 (the "Refunding Bond Resolution").

The Bonds are being issued in order to provide funds (i) to refund in advance of maturity the Bonds Being Refunded (as defined herein) and (ii) to pay the costs of issuance of the Bonds. See "PLAN OF REFUNDING" herein. All references herein to the Refunding Bond Resolution are qualified in their entirety by reference to the full text of such

* Preliminary, subject to change.

document. A copy of the Refunding Bond Resolution may be inspected at the Office of the Management Services Director, 175 South Arizona Avenue, Chandler, Arizona 85225.

Authorized and Unissued Bonds

The City expects to issue additional general obligation bonds in the future pursuant to existing and future voted bond authorizations. Such bonds may be secured by, and payable from, the same levy of ad valorem taxes as the Bonds and all other outstanding general obligation bonds of the City. Following the sale of the Bonds, the City will have $150,180,000 aggregate principal amount of general obligation bonds authorized but unissued, pursuant to voter approvals given at special bond elections held on May 16, 1989, May 18, 1993, May 20, 1997, May 18, 2004 and May 15, 2007.

On June 5, 2021, the City Council adopted a resolution authorizing an election to be held on November 2, 2021 seeking additional general obligation voter authorization of approximately $150,180,000 to fund multiple projects, including neighborhood parks and street improvements, improve public safety services and equipment as well as upgrade City facilities.

General Provisions

The Bonds will be dated as of the date of initial delivery. The Bonds will mature on the dates and in the principal amounts set forth on the inside front cover page of this Official Statement. Interest on the Bonds will be payable semiannually on January 1 and July 1 commencing January 1, 2022* (each, an "Interest Payment Date") and thereafter until maturity or prior redemption. See "THE BONDS – Redemption Provisions" herein.

The Bonds are issuable only in fully registered form in the name of Cede & Co., as nominee of DTC (see APPENDIX E – "BOOK-ENTRY-ONLY SYSTEM"). Beneficial ownership interests in the Bonds may be purchased in book-entry-only form through DTC Participants (as defined in APPENDIX E hereto) only in amounts of $5,000 of principal due on specific maturity dates or integral multiples thereof. So long as DTC, or its nominee, Cede & Co., is the registered owner of all of the Bonds, all payments on the Bonds will be made directly to DTC and all references herein to "Owners" or registered owners of the Bonds (other than under the heading "TAX MATTERS") shall mean Cede & Co., and shall not mean the owners of beneficial interests in the Bonds. When notices are given, such notices shall be sent by the City or the Bond Registrar and Paying Agent (as defined below) to DTC only.

Bond Registrar and Paying Agent

U.S. Bank National Association, will serve as the initial bond registrar and paying agent (the "Bond Registrar and Paying Agent") for the Bonds. The City may change the Bond Registrar and Paying Agent without notice or consent of the registered owners of the Bonds.

Redemption Provisions* [To be discussed]

The Bonds will not be subject to redemption prior to their stated maturity dates.

Registration, Transfer and Exchange

The City will cause the registration books showing the registered owners of the Bonds (the "Bond Register") to be established and maintained at the designated corporate trust office of the Bond Registrar and Paying Agent for the registration and transfer of the Bonds, as provided for in the Bond Resolution.

Except as otherwise provided in the Bond Resolution with respect to the Bonds registered in the name of Cede & Co., as nominee for DTC, or a successor securities depository, each Bond will be transferable only upon the Bond Register by the registered owner of the Bond in person or by an attorney duly authorized in writing, upon surrender of the Bond together with a written instrument of transfer satisfactory to the Bond Registrar and Paying Agent and duly executed by the registered owner or his duly authorized attorney. For every exchange or transfer of Bonds,

* Preliminary, subject to change.

whether temporary or definitive, the City or the Bond Registrar and Paying Agent may make a charge sufficient to reimburse it for any tax, fee, governmental charge or cost incurred in connection with such exchange or transfer.

Upon surrender for transfer of any Bond at the designated corporate trust office of the Bond Registrar and Paying Agent, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and Paying Agent and duly executed by the registered owner or his attorney-in-fact duly authorized in writing, the Bond Registrar and Paying Agent will authenticate, date and deliver in the name of the transferee or transferees, a new fully-registered Bond or Bonds of the same maturity date and a like aggregate principal amount in authorized denominations. Any Bond or Bonds may be exchanged at the designated corporate trust office of the Bond Registrar and Paying Agent for a Bond or Bonds of the same maturity date and a like aggregate principal amount in authorized denominations.

The Bond Registrar and Paying Agent will transfer any Bond during the period beginning at the close of business on each Record Date, to and including the day preceding the next Interest Payment Date, but the interest payment on such Interest Payment Date will be payable to and mailed to the registered owner of such Bond on the Record Date.

The Bond Registrar and Paying Agent will not be required to transfer or exchange any Bond after notice of redemption with respect to a Bond has been mailed, nor during the period of fifteen (15) days next preceding the mailing of any notice of redemption with respect to any Bond.

Mutilated, Lost or Destroyed Bonds

If the book-entry-only system described above is discontinued, and any Bond becomes mutilated, destroyed or lost, the City will cause to be executed and delivered a new Bond, of like type, date, maturity and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond, or in lieu of and in series substitution for such Bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the City in connection therewith and, in the case of a Bond destroyed or lost, filing with the Bond Registrar and Paying Agent by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent that such Bond was destroyed or lost and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to A.R.S. Section 47-8405.

Registration and Transfer

So long as the book-entry-only system is in effect, the Bonds will not be transferred. If the book-entry-only system is discontinued, the Bonds will be transferred only upon the bond register maintained by the Bond Registrar and Paying Agent and one or more new Bonds, registered in the name of the transferee, of the same principal amount, maturity and rate of interest as the surrendered Bonds will be authenticated, upon surrender to the Bond Registrar and Paying Agent of the Bond or Bonds to be transferred, together with an appropriate instrument of transfer executed by the transferor if the Bond Registrar and Paying Agent's requirements for transfer are met. The City has chosen the 15th day of the month preceding an Interest Payment Date. The Bond Registrar and Paying Agent may, but will not be required to, transfer or exchange any Bonds during the period from the Record Date to and including the next respective Interest Payment Date. The Bond Registrar and Paying Agent may, but will not be required to, transfer or exchange any Bonds which have been selected for redemption. If the Bond Registrar and Paying Agent transfers or exchanges Bonds within the periods referred to above, the interest payment on such Bonds will be made payable to and mailed to the owners shown on the bond register maintained by the Bond Registrar and Paying Agent as of the close of business on the respective Record Date.

If the book-entry-only system is discontinued, the transferor will be responsible for all transfer fees, taxes, and any other costs relating to the transfer of ownership of individual Bonds.

SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS

Security for the Bonds

The Bonds will be payable as to both principal and interest from ad valorem taxes levied against all taxable property within the City without limit as to rate, but limited in amount to a total amount not greater than the aggregate amount

of principal and interest which will become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final maturity of the Bonds Being Refunded. The application of such taxes to the Bonds will be subject to the prior rights of the owners of the Bonds Being Refunded to payment from the same ad valorem taxes in the event the monies in the Depository Trust (as defined herein) are insufficient to pay the principal of, premium, if any, and interest on the Bonds Being Refunded, as they become due. See "PLAN OF REFUNDING" and "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

Following collection and deposit of monies into the debt service fund for payment of the Bonds, the City may invest such monies in investments comprised of, with certain restrictions: federally insured savings accounts or certificates of deposit from eligible depositories; collateralized repurchase agreements; obligations issued or guaranteed by the United States or any agency or instrumentality thereof; obligations of the State or any Arizona city (including the City), town or school district; bonds of any county, municipal or municipal utility improvement district payable from property assessments; the local government investment pool established by the State; commercial paper of prime quality that is rated "P1" by Moody's Investors Service, Inc. ("Moody's") or rated "A+" or better by S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC ("S&P") or their successors (all commercial paper must be issued by corporations organized and doing business in the United States); and fixed income securities of corporations organized and doing business in the United States rated "A" or better by Moody's and S&P. **THE PROCEEDS OF THE BONDS ARE NOT PLEDGED TO, NOR DO THEY SECURE, PAYMENT OF THE BONDS.** A record of property taxes levied and collected by the City for the current and most recent five fiscal years is set forth in the table "Real and Secured Property Taxes Levied and Collected" in APPENDIX B – "City of Chandler, Arizona – Financial Data."

Defeasance

Pursuant to the Refunding Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of monies or obligations issued or guaranteed by the United States of American ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be deemed outstanding under the Resolution or payable from *ad valorem* taxes on table property in the City and the owners of such Bonds shall thereafter be entitled to payment only from the monies and Defeasance Obligations deposited in trust.

COVID-19

The outbreak and spread of the novel strain of coronavirus, Coronavirus Disease 2019 ("COVID-19"), which has been designated a global pandemic by the World Health Organization, is negatively affecting local, state and global economies. While economic activity is adversely impacted as governments, businesses and citizens react to, plan for, and try to prevent or slow further transmission of the virus, this adverse economic impact is somewhat mitigated by federal stimulus packages and state and local laws and programs to support business activity. Financial markets, including the stock markets in the United States and globally, have seen significant volatility and declines attributed to COVID-19 concerns. On March 11, 2020, as part of the State's response to address the outbreak, Arizona Governor, Doug Ducey (the "Governor"), declared a state of emergency. On March 13, 2020, President Donald Trump declared a national emergency, freeing up funding for federal assistance to state and local governments. An initial State of Arizona stay home Executive Order expired after six weeks on May 15, 2020. The Governor has since issued several executive orders in response to then-current virus conditions. These orders cover topics including physical distancing, virus testing and reporting, contact tracing, face coverings, closing and reopening of business operation, large gatherings, the start of the 2020/21 school year and vaccine distribution.

On June 29, 2020, the Governor issued Executive Order 2020-43 (Slowing the Spread of COVID-19) originally pausing until July 27, 2020 the operations of bars, gyms, movie theatres, water parks, and tubing rentals (to be reviewed every two weeks); and delaying the start of in-person K-12 education until August 17, 2020. After further increases in COVID-19 cases and hospitalizations in the State, the Governor announced and issued on July 9, 2020 Executive Order 2020-47 (Limiting Indoor Dining), limiting indoor dining at restaurants to less than 50% occupancy. The order pausing operations of the previously specified activities was extended on July 23, 2020. On

August 6, for schools, and on August 10, for paused businesses, the Arizona Department of Health Services released benchmarks for achieving phased, safe in-person reopenings. The benchmarks, with minimal, moderate and substantial condition categories, address, by county for a two-week period, weekly average cases per 100,000 population; diagnostic test percent positivity; and COVID-19-like-illness as a percent of hospital visits. On March 5, 2021, the Governor issued Executive Order 2021-05 allowing specific business occupancy percentage limitations to expire while leaving physical distancing and mask protocols in place. Additionally, Executive Order 2021-05 allows for Major League Sports to operate with approval of safety precautions and physical distancing.

Most recently, on March 25, 2021, the Governor issued an order ("Executive Order 2021-06") that rescinded all prior limits on organized public events and capacity and spacing requirements at restaurants. Executive Order 2021-06 also prohibits counties, cities and towns from making or issuing any order, rule or regulation that conflicts with Executive Order 2021-06 or any other executive order relating to COVID-19, including any county, city or town mandate on the use of face coverings.

Vaccine distribution is underway in the State. Executive Order 2020-58 requires all insurers regulated by the State to waive all cost sharing requirements for consumers.

The City has already received approximately $33,300,000 in various grants to support operations related to COVID-19 and is actively looking for and will apply for additional grant awards as they may become available. Additionally, the City has already received $29,983,456 through the State from the Coronavirus Aid, Relief and Economic Security Act passed by the U.S. Congress and enacted into law in March 2020. The funding was designed to cover public safety expenditures which freed up resources in the General Fund of the City.

The fiscal year 2021-22 adopted budget used conservative revenue projections and expenditure levels that reflect the return to a more normal revenue year as the impacts of expected revenue decreases related to COVID-19 did not come to fruition in FY 2020-21. It is possible that the full financial impact of COVID-19 on the City, its economy, and its financial position could change significantly as circumstances evolve. The City will continue to monitor events as they occur, especially those that may have a significant impact on the City's budget and finances and take appropriate action where necessary.

PLAN OF REFUNDING

The proceeds of the sale of the Bonds remaining after payment of certain costs of issuance will be placed in a special trust fund (the "Depository Trust") with U.S. Bank National Association, as depository trustee (the "Depository Trustee"), pursuant to a depository trust agreement by and among the City, the Depository Trustee (the "Depository Trust Agreement") and the bond registrar and paying agent for the Bonds Being Refunded, to be applied to the payment of the Bonds Being Refunded as identified below. Such funds will be used to acquire securities issued or guaranteed by the United States of America (the "Government Obligations"), the maturing principal of and interest income with respect to which are calculated to be sufficient, along with certain cash held pursuant to the Depository Trust Agreement or contributed by the City, to pay debt service on the Bonds Being Refunded until their prior redemption dates specified in the following table, and to redeem the Bonds Being Refunded on such prior redemption dates, without premium. See "BONDS BEING REFUNDED" and "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

BONDS BEING REFUNDED*

The following table sets forth the issue series, stated maturity dates, interest rates, principal amounts outstanding and to be refunded, redemption dates and CUSIP numbers certain of the City's outstanding general obligation bonded indebtedness (the "Bonds Being Refunded"). The Bonds Being Refunded will be redeemed at prices equal to the principal amounts thereof, plus interest accrued to their respective redemption dates, without premium.

Issue Series	Maturity Date (July 1)	Interest Rate	Principal Amount Outstanding	Principal Amount Refunded	Redemption Date	Redemption Price	CUSIP No. 158843 (a)
2014REF	2026	5.000%	$17,620,000	$17,620,000	7/1/2024	100%	WQ1
	2028	3.500	25,700,000	25,700,000	7/1/2024	100	WW8
			$43,320,000	$43,320,000			

To the extent the monies and Government Obligations held by the Depository Trustee in the Depository Trust are not sufficient to pay the principal of and interest on the Bonds Being Refunded, the City will remain liable for payment of the Bonds Being Refunded. The *ad valorem* tax to be levied for the payment of the Bonds will be unlimited as to rate, but limited in amount so that the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate will not exceed the total aggregate of principal of and interest due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. The Refunding Act provides that the issuance of the Bonds will in no way infringe upon the rights of holders of the Bonds Being Refunded to rely upon a tax levy for the payment of principal of and interest on the Bonds Being Refunded if the monies and the Government Obligations held in the Trust prove insufficient. The Refunding Act further provides that owners of the Bonds must rely upon the sufficiency of such monies and the Government Obligations held in the Trust for the payment of the Bonds Being Refunded. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS."

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Public Finance Partners LLC (the "Verification Agent"), will deliver to the City, on or before the issue date of the Bonds, its verification report indicating, among other things, that it has verified the mathematical accuracy of the sufficiency of the anticipated receipts from the Government Obligations, together with the initial cash deposit, to pay, when due, the principal of, interest and applicable premiums, if any, on the Bonds Being Refunded. The verification performed by the Verification Agent will be solely based upon data, information and documents provided to the Verification Agent by the City and its representatives. The Verification Agent has restricted its procedures to verifying the computations provided by the City and its representatives and has assumed the accuracy of the data, information and documents used in the computations.

[Remainder of page intentionally left blank.]

* Preliminary, subject to change

SOURCES AND USES OF FUNDS

Sources of Funds

Principal Amount	$48,610,000.00*
[Net] Original Issue Premium (a)	
Total Sources	

Uses of Funds

Deposit to Depository Trust	$
Costs of Issuance (b)	
Total Uses	

(a) [Net] Original Issue Premium is the original issue premium on the Bonds less the original issue discount on the Bonds.

(b) Includes fees of Bond Counsel, Bond Registrar and Paying Agent, Official Statement preparation, Depository Trustee, Financial Advisor, rating agencies and other costs related to the issuance and delivery of the Bonds.

[Remainder of page intentionally left blank.]

* Preliminary, subject to change.

ESTIMATED DEBT SERVICE REQUIREMENTS* (a)

The following schedule sets forth (i) the annual debt service requirements of the outstanding general obligation bonds of the City, (ii) less the Bonds Being Refunded, (iii) plus the estimated debt service requirements of the Bonds, (iv) the estimated debt service requirements of the Series 2021 GO Bonds and, (v) the estimated combined total annual general obligation bond debt service requirements of the City after issuance of the Bonds.

Fiscal Year Ended June 30	Outstanding General Obligation Bonded Debt Debt Service	Less: The Bonds Being Refunded* Principal	Less: The Bonds Being Refunded* Interest (b)	Plus: The Bonds* Principal	Plus: The Bonds* Interest (b)	Plus: Series 2021 GO Bonds* Principal	Plus: Series 2021 GO Bonds* Interest	Less: Water & Wastewater Revenue Supported GO Debt Service *(1)	Estimated Net General Obligation Bonded Debt Service To Be Outstanding*
2022	$ 39,651,235		$ 1,780,500	$ 1,385,000	$ 478,864	$ 12,670,000	778,750	$ 12,591,560	$ 40,591,789
2023	39,167,835		1,780,500	875,000	734,344	13,725,000	828,200	12,110,560	41,439,319
2024	38,371,335		1,780,500	875,000	729,146	3,750,000	279,200	11,552,810	30,671,371
2025	35,896,085		1,780,500	875,000	720,326	1,300,000	129,200	10,894,060	26,246,051
2026	35,310,435	$ 17,620,000	1,780,500	18,500,000	555,262	650,000	77,200	11,011,410	24,680,987
2027	33,048,635		899,500	200,000	356,102	645,000	51,200	9,468,760	23,932,677
2028	33,148,685	25,700,000	899,500	25,900,000	353,970	635,000	25,400	11,422,260	22,041,295
2029	6,664,235							-	6,664,235
2030	6,588,610							-	6,588,610
2031	6,531,560							-	6,531,560
2032	6,470,185							-	6,470,185
2033	2,199,125							-	2,199,125
2034	2,203,000							-	2,203,000
2035	2,178,125							-	2,178,125
	$ 287,429,085	$ 43,320,000	$ 10,701,500	$ 48,610,000	$ 3,928,013	$ 33,375,000	$ 2,169,150	$ 79,051,420	$ 242,438,328

(1) [Pre refunding debt service, will be updated prior to posting the POS.]

(a) Prepared by the Financial Advisor to the City. Columns may not add up due to rounding.

(b) Interest is estimated. The first interest payment on the Bonds will be due January 1, 2022*. Thereafter, interest payments will be made semiannually on January 1 and July 1 until the final maturity of the Bonds.

* Preliminary, subject to change.

TAX MATTERS

In the opinion of Bond Counsel, interest income on the Bonds is exempt from Arizona income taxes. Additionally, in the opinion of Bond Counsel, interest income on the Bonds is subject to federal taxes. Bond Counsel expresses no opinion as to any other tax consequences regarding the Bonds. INTEREST ON THE BONDS IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES. THE LEGAL DEFEASANCE OF THE BONDS MAY RESULT IN A DEEMED SALE OR EXCHANGE OF THE BONDS UNDER CERTAIN CIRCUMSTANCES, AND OWNERS OF THE BONDS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE AND LOCAL, AND FOREIGN TAX CONSEQUENCES OF THEIR ACQUISITION, OWNERSHIP AND DISPOSITION OF BONDS.

The following discussion is generally limited to "U.S. owners," meaning Beneficial Owners of Bonds that for United States federal income tax purposes are individual citizens or residents of the United States, corporations or other entities taxable as corporations created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), and certain estates or trusts with specific connections to the United States. Partnerships holding the Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Bonds (including their status as U.S. owners).

Original Issue Discount

The initial public offering price of the Bonds maturing July 1, 20__ through and including July 1, 20__ (collectively, the "Discount Bonds"), are less than the respective amounts payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Bonds was sold (the "OID Issue Price")) of the Discount Bonds, and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Bonds in the initial public offering at the OID Issue Price and who holds the Discount Bonds to maturity, the full amount of original issue discount will constitute interest income which is includible in the gross income of the Beneficial Owner of the Discount Bonds for federal income tax purposes, but not for Arizona income tax purposes, and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Bonds at maturity.

The original issue discount on each of the Discount Bonds is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Bonds on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 1 and July 1 (with straight-line interpolation between compounding dates).

The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Bonds. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds. An initial Beneficial Owner of a Discount Bonds who disposes of the Discount Bonds prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Bonds prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Bonds. Beneficial Owners who do not purchase the Discount Bonds in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Bonds may result in certain collateral federal income tax consequences.

Beneficial Owners of Discount Bonds in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Bonds.

Bonds Purchased at a Premium

The initial public offering price of the Bonds maturing on July 1, 20__ through and including July 1, 20__ (collectively, the "Premium Bonds") are greater than the amount payable on such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial Beneficial Owner may be reduced each year by the amortizable obligation premium, if elected by such Beneficial Owner. If elected, the amount of amortizable obligation premium also will be treated as a federal income tax deduction. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable obligation premium with respect to the Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Bonds.

Disposition of Bonds

A Beneficial Owner of Bonds will generally recognize gain or loss on the redemption, sale or exchange of a Bond equal to the difference between the redemption or sales price (exclusive of the amount paid for accrued interest) and the Beneficial Owner's adjusted tax basis in the Bonds. Generally, the Beneficial Owner's adjusted tax basis in the Bonds will be the Beneficial Owner's initial cost, increased by the original issue discount previously included in the Beneficial Owner's income to the date of disposition and decreased by any amortized bond premium. Any gain or loss generally will be capital gain or loss and will be long-term or short-term, depending on the Beneficial Owner's holding period for the Bonds.

Defeasance

Persons considering the purchase of a Bond should be aware that a defeasance of a Bond by the District could result in the realization of gain or loss by the Beneficial Owner of the Bond for federal income tax purposes, without any corresponding receipts of monies by the Beneficial Owner. Such gain or loss generally would be subject to recognition for the tax year in which such realization occurs, as in the case of a sale or exchange.

Information Reporting and Backup Withholding

General information reporting requirements will apply to payments of principal and interest made on a Bond and the proceeds of the sale of a Bond to non-corporate holders of the Bonds, and "backup withholding" at a rate of twenty-four percent (24%) will apply to such payments if the owner fails to provide an accurate taxpayer identification number in the manner required or fails to report all interest required to be shown on its federal income tax returns. A Beneficial Owner of a Bond that is a U.S. owner generally can obtain complete exemption from backup withholding by providing a properly completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification).

Non-U.S. Owners

Holders who are not United States persons as defined for federal tax purposes may be subject to special rules and should consult their tax advisors.

Circular 230

THE FOREGOING DISCUSSION IN "TAX MATTERS" WAS NOT INTENDED OR WRITTEN BY BOND COUNSEL TO BE USED, AND IT CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON AN OWNER OF A BOND. EACH PROSPECTIVE PURCHASER OF THE BONDS SHOULD SEEK ADVICE BASED ON THE PROSPECTIVE PURCHASER'S PARTICULAR CIRCUMSTANCES

LEGAL MATTERS

LITIGATION

To the knowledge of the appropriate representatives of the City, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the execution or delivery of the Bonds or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be executed, sold or delivered, or the validity of the sale of the Bonds.

There are several claims and/or lawsuits pending against the City of Chandler. The City retains responsibility for payment of the first one million seven hundred fifty thousand dollars ($1,750,000.00) of each loss, and has excess insurance coverage for the next thirty million ($30,000,000.00) dollars. The City is adequately funded for its retention. The largest lawsuit currently filed against the City alleges that a police officer participating in a regional task force contributed to the death of an unarmed passenger when he participated in a vehicle containment maneuver that allegedly led to the death of the suspect and passenger. The City received a notice of claim in the amount of five million dollars ($5,000,000). The City is a Co-defendant in the case and has filed a motion for summary judgement for the dismissal of the case. Oral argument will be held on the motion for summary judgement in October, 2021.

FINANCIAL STATEMENTS

The audited financial statements of the City as of June 30, 2020, and for its fiscal year then ended, which are included as APPENDIX D – "CITY OF CHANDLER, ARIZONA – AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2020" of this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. These are the most recent audited financial statements available to the City. These audited financial statements may not represent the current financial conditions of the City. The City did not request the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the financial statements.

CONTINUING SECONDARY MARKET DISCLOSURE

The City has agreed for the benefit of the beneficial owners of the Bonds, in accordance with Rule 15c2-12 of the Commission (the "Rule") to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2022 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices") as set forth in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE". The Annual Reports and the Notices and any other documentation or information required to be filed by such covenants will be filed by the City with the Municipal Securities Rulemaking Board (the "MSRB") in a format prescribed by the MSRB. Currently, the MSRB requires filing through their Electronic Municipal Market Access system ("EMMA"), each as described in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE." The specific nature of the information to be contained in the Annual Report and the Notices and the method of their dissemination is set forth in APPENDIX F. These covenants will be made in order to assist the original purchaser in complying with the Rule. A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of Bonds in the secondary market. *Pursuant to Arizona Law, the ability of the City to comply with such covenants is subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such failure. Absence of continuing disclosure, due to non-appropriation or otherwise, may adversely affect the transferability and marketability of the Bonds.

Continuing disclosure undertakings previously entered into by the City (the "Prior Undertakings") called for the City to file Annual Reports with EMMA for the fiscal year ended June 30, 2014, by February 1 of the following year. The City timely filed Annual Reports for all of its bonds and obligations except for its Improvement District No. 89 Improvement Bonds, which Annual Report was not related to the CUSIP number for the above-referenced bonds and was therefore inadvertently omitted from the general continuing disclosure filings of the City.

The City's Management Services Department has instituted written procedures to facilitate compliance with existing continuing disclosure undertakings, the continuing disclosure undertaking related to the Bonds, and future undertakings in all material respects. The City believes it is currently in material compliance with all of its continuing disclosure requirements.

RATINGS

Fitch Ratings, Inc. ("Fitch"), Moody's and S&P, have assigned the ratings of "___", "___" and "___," respectively, on the Bonds. Such ratings reflect only the views of Fitch, Moody's and S&P. An explanation of the significance of the Fitch rating may be obtained at One State Street Plaza, New York, New York 10040. An explanation of the significance of a rating assigned by Moody's may be obtained at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. An explanation of the significance of a rating assigned by S&P may be obtained at 55 Water Street, New York, New York 10041. Such ratings may be revised downward or withdrawn entirely by Fitch, Moody's, or S&P, if, in their respective judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. The City has covenanted in its continuing disclosure certificate (see "CONTINUING SECONDARY MARKET DISCLOSURE" herein) that it will file notice of any formal change in any such rating relating to the Bonds.

UNDERWRITING

The Bonds will be purchased by _____ (collectively, the "Underwriters"), at an aggregate purchase price of _____, pursuant to a bond purchase contract (the "Purchase Agreement") entered into by and between the City and the Underwriters. If the Bonds are sold to produce the prices or yields shown on the inside front cover page hereof, the Underwriters' compensation will be _____. The Purchase Agreement provides that the Underwriters will purchase all of the Bonds so offered if any are purchased. The Underwriters may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts) and others at prices higher or yields lower than the public offering prices or yields stated on the inside front cover page hereof. The initial offering prices or yields set forth on the inside front cover page may be changed, from time to time, by the Underwriters without amendment of this Official Statement.

The Underwriters and their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage services. The Underwriters and their affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the City for which they received or will receive customary fees and expenses. In the ordinary course of their various business activities, the Underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the City. The Underwriters and their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend.

POLITICAL DONATIONS

To the best of their knowledge, none of the City, the Bond Registrar and Paying Agent, the Financial Advisor or their counsel or agents are known to have made political contributions other than those, if any, permitted under applicable securities regulations to any person who sought a seat on the City Council at its last election or any election prior to the last election.

CERTIFICATION CONCERNING OFFICIAL STATEMENT

Documents delivered with respect to the Bonds will include a certificate to the effect that to the knowledge of the Management Services Director of the City after appropriate review, this Official Statement is true, correct and complete in all material respects and does not include any untrue statement of a material fact or omit to state any material fact necessary to make such statements and information herein, in light of the circumstances under which they were made, not misleading and that no event has occurred since date of this Official Statement that should be disclosed herein in order to make the statements and information herein not misleading in any material respect.

ADDITIONAL INFORMATION

Legal matters relating to the validity of the Bonds under Arizona law, and with regard to the tax-exempt status of the interest thereon (see "TAX MATTERS") will be prepared by Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel. The signed legal opinion of Bond Counsel dated and premised on the law in effect only as of the date of original delivery of the Bonds, will be delivered to the City at the time of original issuance.

The form of this legal opinion is set forth as APPENDIX C – "FORM OF APPROVING LEGAL OPINION". The legal opinion to be delivered may vary from the text of APPENDIX C if necessary to reflect the facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Such legal opinion expresses the professional judgment of Bond Counsel as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the performance of parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

The Financial Advisor has been engaged by the City for the purpose of advising the City as to certain debt service structuring matters specific to the Bonds, and on certain matters relative to the overall debt financing program of the City. The Financial Advisor has assisted in the assemblage and preparation of this Official Statement at the direction and on behalf of the City. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of the information contained herein.

The information in this Official Statement has been provided by the City, the Maricopa County, Arizona, Assessor's, Treasurer's and Finance offices, the Arizona Department of Revenue and other sources which are considered to be reliable and are customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness. All estimates and assumptions contained herein are believed to be reliable, but no representations are made that such estimates and assumptions are correct or will be realized. Any information or expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create an implication that there has been no change as to the affairs of the City. This Official Statement may be supplemented from time to time by the provision of supplemental or additional documents.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material impact on the City and could adversely affect the secondary market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

CONCLUDING STATEMENT

The summaries or descriptions of documents contained herein and all references to other materials not purporting to be quoted in full are only brief outlines of certain provisions thereof and do not constitute complete statements of such provisions and do not summarize all the pertinent provisions of such documents. For further information, reference should be made to the complete documents, copies of which are available for inspection from the Financial Advisor.

To extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official records and other sources and is believed to be reliable. Information other than that obtained from the official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial or other information, will necessarily continue or be repeated in the future.

Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract or agreement between the City and the purchasers or holders of any Bonds.

The attached Appendices A through F are integral parts of this Official Statement and must be read together with all of the foregoing statements.

This Official Statement has been prepared on direction of the City and has been approved by and executed for and on behalf of the City by its authorized representative indicated below.

CITY OF CHANDLER, ARIZONA

By: _____
Kevin Hartke, Mayor

APPENDIX A

CITY OF CHANDLER, ARIZONA

GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION

General

The City is located in the southeastern portion of the County. The City encompasses approximately 65 square miles and is one of several major cities comprising the greater Phoenix, Arizona metropolitan area, which is Arizona's economic, political and population center.

The City was founded in 1912 and incorporated in 1920. The following table sets forth a record of the population statistics of the City since 1980, along with the population statistics for the County and the State.

POPULATION STATISTICS

Year	City of Chandler	Maricopa County	State of Arizona
2020 Estimate (a)	272,011	4,439,220	7,294,587
2010 Census (Revised)	236,326	3,817,117	6,392,017
2005 Special Census	233,681	3,700,516	6,044,985
2000 Census	176,581	3,072,149	5,130,632
1990 Census	90,533	2,122,101	3,665,305
1980 Census	29,673	1,509,175	2,716,546

(a) Provisional estimate as of July 1, 2020. (Published December, 2020).

Source: U.S. Census Bureau and the Office of Employment & Population Statistics, Arizona Department of Administration.

The following table contains historic information in regard to the geographic incorporated size of the City as set forth in square miles.

LAND AREA
City of Chandler, Arizona

Year	Square Miles
2020	65.53
2019	65.33
2018	65.19
2017	65.07
2016	65.05

Source: The City Management Services Department and City Planning Division.

Municipal Government and Organization

The City adopted the City Charter in 1965 which provides for a Council-Manager form of government. The seven-member City Council is elected at-large on a staggered basis and consists of the Mayor and six councilmembers. The current Mayor and councilmembers serve four-year terms.

The City Council appoints the City Manager who has full responsibility for carrying out City Council policies and administering City operations. The City Manager is responsible for appointment of department heads. The City employees are hired under procedures as specified in the City Charter. The government and operations of the City are provided by a staff of 1,702 full-time employees.

Economy

The major industry clusters contributing to the economic base of the City include government, manufacturing, financial services, commercial activities (including construction and commerce), high technology and healthcare. The City is home to a wide variety of technology industries, with a heavy concentration in the semiconductor cluster. The continued economic development of the City is driven by the educational attainment of Chandler residents. Approximately 76% of adult residents have attended some college and 45% possess a bachelor's or advanced degree. This educational attainment level attracts employers in "knowledge based" industries, adding to the concentration of high-wage jobs.

The following table sets forth unemployment rate averages for the City, the County, the State and the United States.

UNEMPLOYMENT RATE AVERAGES

Calendar Year	City of Chandler	Maricopa County	State of Arizona	United States
2021 (a)	5.5%	6.3%	6.7%	6.2%
2020	6.6	7.3	7.8	8.1
2019	3.5	4.0	4.7	3.7
2018	3.6	4.1	4.7	3.9
2017	3.7	4.2	4.9	4.4
2016	4.0	4.6	5.4	4.9

(a) Data through May 31, 2021 and is not seasonally adjusted.

Source: The City Management Services Department and City Planning Division, Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Below is the list of the industrial and business parks operating within the City.

INDUSTRIAL AND BUSINESS PARKS
City of Chandler, Arizona

10 Chandler
Advanced Medical Plaza
Airpark South Professional Village
Aquila Ocotillo
Arizona Corporate Park North
Arizona Corporate Park South
Ascend at Chandler Airport Center
AZ202
Bogle Business Park
Carmel Professional Plaza
Chandler Airpark
Chandler Airport Business Center
Chandler Airport Commerce Center
Chandler Center
Chandler Corporate Centers
Chandler Crossroads
Chandler Distribution Center
Chandler Echelon
Chandler Freeway Business Park
Chandler Freeway Crossings
Chandler Gateway Medical Plaza
Chandler Gateway Office Park
Chandler Hamilton Plaza
Chandler Office Center
Chandler Office Park
Chandler Technology Center
Chandler Viridian
Continuum Business Park
Dobson Business Park
Dobson Professional Plaza
Eastpoint Business Plaza
Fairview Corporate Park
First Chandler Business Park
Focus Corporate Plaza
Fountains at Ocotillo
Frye Road Industrial Park
Gila Springs Industrial Park
Kyrene 202 Business Park
Lotus Project
Mach One
Mammoth Professional Building
McClintock Professional Plaza
Paloma Kyrene Business Park
Park Germann
Park Place
Parkside Professional Plaza
Presidio
Price Road Industrial Park
Price Warner Medical Office
Promenade Commons
Regency Office Park
San Tan Corporate Center I & II
San Tan Crossing Professional Plaza
San Tan Technology Center
Southgate Park
Southpark Business Center
Stellar Industrial Airpark
The Park at Santan
Tiburon
Warner Commerce Park
Watermark
Westech Corporate Center
Williams Field Road Business Park
Willis/AZ Ave Corporate

Source: The City's Economic Development Division.

Employment and Employers

Electronics plants located in the City include: Microchip Technologies, producer of electronic circuitry; Rogers Corporation, manufacturer of materials for printed circuit boards and power electronic devices; Intel Corporation, manufacturer of microcomputer components; and NXP, manufacturer of semiconductor and satellite systems.

A partial list of major manufacturing employers located within the City is set forth in the following table.

MAJOR MANUFACTURING EMPLOYERS (a)
City of Chandler, Arizona

Employer	Description	Employees
Intel Corporation	Microprocessors	12,000
NXP	Semiconductors/Satellite Systems	1,700
Northrop Grumman	Aerospace Launch Systems	2,150
Microchip Technology	Microprocessors	1,500
Arizona Nutritional Supplements	Vitamin Manufacturing and R&D	700
Rogers Corp. (including Headquarters)	Microwave Substrates	460
Ultra Clean Technology	Frame and Sheet Metal Fabrication	320
TEL - Tokyo Electron	Semiconductors	250
Smurfit Kappa	Paper Based Packaging	220
Comfort Systems USA	HVAC and Building Systems	265
Garmin	Navagation Systems	165
Advanced Circuits	PCB Manufacturer	150
Air Products and Chemicals, Inc.	Industrial Gas Manufacturing	150
Z Modular	Modular Construction Systems	150
Infineon Technologies Americas Corp	Semiconductors	140
Marvell Technologies	Semiconductors	135
CoValence Laboratories	Contract Manufacturer	130
Armorworks	Defense and Security Manufacturer	125
South Bay Circuits	Circuit Boards	125
Isola	Circuit Board Materials	115

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(a) Some of the major manufacturing employers are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith file reports, proxy statements and other information (collectively, the "Filings") with the Commission. Such Filings may be inspected and copies are available at the public reference facilities maintained by the Commission at 100 F Street, N.E., Washington, D.C. 20549. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange ("NYSE") at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the internet on the Commission's EDGAR database at http://www.sec.gov. Neither the City, nor the Financial Advisor or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The City's Economic Development Division.

The City also serves as the location of a significant number of non-manufacturing employers. The following is a partial list of major non-manufacturing employers in the City.

MAJOR NON-MANUFACTURING EMPLOYERS (a)
City of Chandler, Arizona

Employer	Description	Approximate Number of Full Time Employees
Wells Fargo Ocotillo Corporate Campus	Regional Corporate Headquarters	5,500
Chandler Unified School District	Public Education	4,900
Bank of America	Mortgage Processing Center	3,600
Chandler Regional Medical Center	Hospital	2,500
PayPal	E-Commerce Business	1,700
City of Chandler	Government	1,586
Verizon	Wireless Customer Support	1,400
Avnet	Computer Products Distribution	1,100
Basha's	Corporate HQ/Food Distribution	1,100
Liberty Mutual Insurance	Financial Services Center	1,000
GM IT Innovation Center	Software Development	890
GM Financial Services	Auto Financial Services	820
CVS Health	Retail Pharmaceutical Healthcare Products	700
Toyota Financial Services	Financial Services Center	700
Safelite Auto Glass	Auto Glass Repair and Replacement	700
Mr. Cooper	Mortgage Processing Center	600
Pearson Educational Institution	Educational Services	500
Allstate Insurance Co.	Financial Services Center	500

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(a) Some of the major non-manufacturing employers are subject to the informational requirements of the Exchange Act, and in accordance therewith file the Filings with the Commission. The Filings may be inspected and copies are available at the public reference facilities maintained by the Commission. In addition, the Filings may also be inspected at the offices of the NYSE or on the Commission's EDGAR database. None of the City, the Financial Advisor or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The City's Economic Development Division.

Agriculture

Agricultural production still is a contributor to the diversified economic base of the City. Principal products include livestock, alfalfa, small grains, citrus and vegetables. As the residential, commercial and industrial development of the City has occurred, the contribution of agricultural production to the economy of the City has decreased.

Commerce

A 1.3 million square foot super-regional shopping mall known as Chandler Fashion Center opened for business in 2001. This mall is home to four anchor department stores, including Dillard's, Macy's, a 20-screen Harkins theater complex and outdoor urban village and more than 180 specialty retail shops. Additionally, the Downtown Chandler entertainment and business district serves as a hub for commercial activities due to numerous retail, restaurant and entertainment venues. Several community shopping centers serve residents of the City and surrounding areas, including Chandler Pavilions, Casa Paloma, Chandler Festival, Chandler Gateway, Paseo Del Oro Shopping Center,

North Park Plaza Shopping Center, Fulton Ranch Towne Center and Crossroads Towne Center. A number of neighborhood shopping centers are also dispersed throughout the City.

The following table sets forth a record of the excise tax collections of the City for the most recent four fiscal years and the excise taxes expected for the current fiscal year, pursuant to the City's 2020-21 and 2021-22 adopted budget.

City of Chandler
Excise Tax Collections
FY 2016-17 to FY 2021-22

	2016-17 (a)	2017-18 (a)	2018-19 (a)	2019-20 (b)	Estimated 2020-21	Adopted 2021-22
City Transaction Privilege (Sales) and Use Tax (c)	$120,189,651	$127,584,410	$138,888,825	$140,798,389	$145,018,200	$148,278,200
State-Shared Sales Tax	23,768,564	23,821,248	25,525,595	26,597,361	27,600,000	28,790,000
State-Shared Income Tax	31,910,426	30,652,381	30,693,731	33,255,159	37,000,000	33,500,000
Franchise Fees	3,272,104	3,560,770	3,556,211	3,432,995	3,342,100	2,980,000
Licenses and Permits	7,209,693	6,512,930	7,398,669	7,908,291	7,295,600	7,461,000
Fines and Forfeitures	2,560,255	3,368,445	3,196,843	2,714,065	2,643,200	3,745,500
Totals	$188,910,693	$195,500,184	$209,259,874	$214,706,260	$222,899,100	$224,754,700

(a) Amounts are actual collections provided by the City's Budget Division (cash basis).

(b) Unaudited FY 2020-21 Revenues.

(c) Includes City Transaction Privilege Sales Tax, Privilege Audit Assessments, Privilege License Fees and Privilege Tax Interest. Excludes Excise Tax Refunds from GPLET program.

Source: City of Chandler Management Services Department.

Tourism

The direct, indirect and induced benefits derived from the activities surrounding tourism contribute greatly to the economic health of the community. With 33 hotels representing more than 4,000 available rooms and three hotels under construction which will provide an additional 510 rooms, the City's tourism market continues to receive significant private sector investment in new properties and the repositioning of older properties to meet the needs of leisure and business travelers.

Leisure travel to the City is driven by proximity to various shopping, dining, recreational, sporting and scenic attractions located within a short drive. However, business travel comprises most of the City's visitors due to the high density of employment. As the City is home to a number of Fortune 500 companies with global, regional and local headquarters spanning several industry clusters (autonomous vehicle, high-tech manufacturing, semiconductor manufacturing, aerospace, aviation, healthcare and bioscience, advanced business and financial business services, etc.), business travelers drive the City's lodging market.

Transportation

Industry, business and residents benefit from the transportation network available in and near the City. Rail, bus, highway and air facilities are developed throughout the area.

The City is served by the Union Pacific Railroad for long distance freight rail service and the Valley Metro Transit System for local public transportation.

The City is served by a network of streets and highways. The Superstition Freeway ("U.S. Highway 60") parallels the northern border of the City. U.S. Highway 60 connects to cities in northern and eastern Arizona. The Superstition Freeway also connects to Interstate Highway 10 which connects the cities of Tucson and Phoenix. State Highway 87 and Arizona Loop 202 bisect the City. The Price Freeway (a north-south portion of Loop 101) and the San Tan Freeway (an east-west portion of Loop 202) facilitate traffic flow to the City by connecting together the 101, 202 and I-10 freeways.

Residents of the area have ready access to Chandler Municipal Airport, Stellar Airpark, Phoenix-Mesa Gateway Airport and Sky Harbor International Airport. The Chandler Municipal Airport, owned and operated by the City, is located approximately three miles southeast of the central business district of the City and is designed to relieve private aircraft activity at Sky Harbor International Airport. The Chandler Municipal Airport has approximately 430 based aircraft and two parallel runways, 4,870 feet and 4,401 feet, respectively. Chandler Municipal Airport offers various services including full service maintenance facilities, flight schools, and aircraft hangars. The Stellar Airpark is a private airport that is open to public use and is located west of the central business district of the City. The Stellar Airpark has a 4,000 foot runway and provides various services. The Phoenix-Mesa Gateway Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority that includes the City of Mesa, City of Phoenix, Town of Gilbert, Town of Queen Creek, the Gila River Indian Community and the City of Apache Junction. The Phoenix-Mesa Gateway Airport has three expansive runways (10,401 feet; 10,201 feet; and 9,300 feet), a passenger terminal, and convenient parking. Phoenix-Mesa Gateway Airport is positioned to be a dynamic reliever airport to Phoenix's Sky Harbor International Airport. Phoenix Sky Harbor International Airport is located 15 miles to the northwest of the City.

Education

Arizona State University ("ASU") is the largest public university in the Southwest by enrollment. ASU spans five campuses in the metro Phoenix area and has an enrollment of approximately 119,951 students including ASU online programs. ASU's main campus remains in the bordering City of Tempe, Arizona and is home to the Ira A. Fulton Schools of Engineering, a nationally recognized research and innovation institution designed to meet the growing needs of the engineering and technology industries. Adjacent to Phoenix-Mesa Gateway Airport, the Polytechnic Campus serves approximately 5,243 students. Chandler is home to the ASU Chandler Innovation Center where ASU provides technology-based education and operates a community makerspace. The University of Arizona's Chandler campus is housed in the City's community center, where it offers a number of tech-focused undergraduate and graduate level degrees, a professional MBA, and graduate programs in education, school psychology, and legal studies. Located in the City is the Chandler-Gilbert Community College, which offers a complete educational program and serves nearly 20,000 students. The Chandler Unified School District provides primary and secondary education to residents in the City area through 31 elementary schools, 10 middle school programs, 6 high schools and 3 alternative schools. A number of private and charter schools are also located in the City.

APPENDIX B

CITY OF CHANDLER, ARIZONA - FINANCIAL DATA

2021/22 Fiscal Year – Estimated Net Full Cash and Assessed Values

Estimated Net Full Cash Value (a)(b)	$40,751,143,934
Net Assessed Limited Property Value (b)	3,463,794,661
Net Assessed Full Cash Value (b)	4,682,558,944

(a) Estimated Net Full Cash Value is the total market value of the property, less unsecured personal property and less estimated exempt property within the City, as projected by the Arizona Department of Revenue, Division of Property and Special Taxes.

(b) See "PROPERTY TAXES" herein for an explanation of these values.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and *Property Tax Rates and Assessed Values,* Arizona Tax Research Association and the City.

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STATEMENTS OF BONDS OUTSTANDING

General Obligation Bonds Outstanding and to be Outstanding

Issue Series	Original Amount	Maturity Dates Outstanding	Balance Outstanding
2014REF	$214,540,000	7-1-22/26,28	$ 135,690,000
2016REF	39,050,000	7-1-25/27	39,050,000
2017	58,740,000	7-1-22/32	39,040,000
2019	30,400,000	7-1-22/35	29,400,000
Total General Obligation Bonds Outstanding			$ 243,180,000
Less: The Bonds Being Refunded			(43,320,000)*
Plus: The Bonds			48,610,000 *
Plus: The Series 2021 GO Bonds			33,375,000 *
Less: Water and Wastewater Funds Supported General Obligation Bonds (a)			(67,855,000)*
Net General Obligation Bonds Outstanding and to be Outstanding			$ 213,990,000*

(a) The City intends to pay the debt service requirements of the following general obligation bonds with funds provided by the water and wastewater funds of the City: $53,861,000 aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2014 and $13,550,000 aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2016 and $18,730,000* aggregate principal amount of the City's General Obligation Refunding Bond, Taxable Series 2021. In the event that revenues available for payment of such annual debt service requirements from the respective enterprise funds proves to be insufficient, or the City elects not to pay debt service requirements on such general obligation bonds from the water and wastewater funds, the debt service requirements of such bonds will become payable from the annual levy of an ad valorem tax upon all of the taxable property located within the City.

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* Preliminary, subject to change.

Water and Wastewater Revenue Bonds Outstanding (a)

	Balance Outstanding
Total Water and Wastewater Revenue Bonds Outstanding	$ -
Plus: Water and Wastewater Funds Supported General Obligation Bonds (b)	49,125,000
Plus: Water and Wastewater Funds Supported Excise Revenue Tax Obligations (c)	122,095,000
Plus: The Bonds	18,730,000*
Plus: The Series 2021 Excise Tax Refunding Obligations	95,265,000*
Total Water and Wastewater Supported Bonds Outstanding	$ 285,215,000*

(a) Excludes the debt service requirements for the City's refunded and defeased bonds currently outstanding which are secured by obligations issued by the United States Government being held in their respective irrevocable trust accounts.

(b) The City intends to pay the debt service requirements of the Water and Wastewater Funds Supported General Obligation Bonds with funds provided by the Water and Wastewater Funds of the City. In the event that revenues available for payment of such annual debt service requirements from the respective enterprise funds proves to be insufficient, or the City elects not to pay debt service requirements on such general obligation bonds from the Water and Wastewater Funds, the debt service requirements of such bonds will become payable from the annual levy of an ad valorem tax upon all of the taxable property located within the City.

(c) The City intends to pay the debt service requirements of the following obligations with funds provided by the Water and Wastewater Funds of the City: $2,610,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2011, $97,400,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2013, $61,245,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2015, $19,510,000 aggregate principal amount of the City's Excise Tax Revenue Bonds, Series 2016 , the $35,220,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2017 and the $12,320,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2019 (together, the "Water and Wastewater Funds Supported Excise Tax Revenue Obligations").

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Excise Tax Revenue Obligations Outstanding and to be Outstanding (a)

Issue Series	Purpose	Original Principal Amount	Original Principal Maturity Dates	Principal Balance Outstanding
2011	Various Projects	$15,000,000	07-01-12/22	$ 905,000
2013	Various Projects	104,500,000	07-01-15/33	90,800,000
2015	Various Projects	66,660,000	07-01-17/35	55,835,000
2016	Refunding	19,510,000	07-01-20/28	17,140,000
2017	Various Projects	36,220,000	07-01-18/37	33,420,000
2019	Various Projects	13,000,000	07-01-20/28	11,050,000
Total Excise Tax Revenue Obligations Outstanding				$209,150,000
Less: Obligations Being Refunded				(87,055,000)*
Plus: The Series 2021 Refunding Obligations				95,265,000 *
Less: Water and Wastewater Funds Supported Excise Tax Revenue Obligations (b)				(217,360,000)*
Net Excise Tax Revenue Obligations Outstanding and to be Outstanding				**$ -**

(a) The City intends to issue $95,265,000* of Series 2021 Excise Tax Refunding Obligations concurrently with the issuance of the Bonds under a separate official statement.

(b) The City intends to pay the debt service requirements of the Water and Wastewater Funds Supported Excise Tax Revenue Obligations with funds provided by the Water and Wastewater Funds of the City.

Improvement District Bonds Outstanding

Issue Series	Purpose	Original Principal Amount	Original Principal Maturity Dates	Principal Balance Outstanding
2011A	Spectrum Improvement District	$7,370,000	07-01-09/23	$ 1,245,000
Total Improvement District Bonds Outstanding				**$ 1,245,000**

* Preliminary, subject to change.

Direct General Obligation Bonded Debt, Legal Limitation and Available General Obligation Bonding Capacity

By statute, the Arizona Constitutional limit for general obligation bonded indebtedness of a city for general municipal purposes may not exceed six percent (6%) of Net Full Cash Assessed Value in that city. In addition to the six percent (6%) limitation for general purpose bonds, cities may issue general obligation bonds up to an additional twenty percent (20%) of the Net Full Cash Assessed Value for such city for water, artificial light or sewers, for the acquisition and development of land for open space preserves, parks, playgrounds and recreational facilities, for the acquisition and development of public safety, law enforcement, fire and emergency facilities and streets and transportation facilities.

General Municipal Purpose Bonds			Water, Light, Sewer, Open Space, Public Safety, Law Enforcement, Fire and Emergency Services, Park, Street, and Transportation Bonds		
Total 6% General Obligation Bonding Capacity	$ 280,953,537		Total 20% General Obligation Bonding Capacity	$ 936,511,789	
Less: 6% General Obligation Bonds Outstanding	(5,851,900)	*(a)	Less: 20% General Obligation Bonds Outstanding	(237,328,100)	*(a)
Less: Original Issue Premium		*(b)	Less: Original Issue Premium		*(b)
Less: Unamortized Original Issue Premium	(239,656)	(b)	Less: Unamortized Original Issue Premium	(11,493,592)	(b)
Net 6% General Obligation Bonding Capacity	$ 274,861,981		Net 20% General Obligation Bonding Capacity	$ 687,690,097	

(a) Includes the Bonds.

(b) This amount reduces the City's borrowing capacity pursuant to State statutes and the Arizona Constitution, and the principal amount of bonds authorized at the elections. Such capacity (but not authorization) will be recaptured as premium is amortized.

* Preliminary, subject to change.

Direct and Overlapping General Obligation Bonded Debt Outstanding

Overlapping Jurisdiction	Overlapping General Obligation Bonded Debt (b)	Proportion Applicable to City of Chandler (a) Approximate Percent	Net Debt Amount
State of Arizona	None	4.668%	None
Maricopa County (c)	None	7.109%	None
Maricopa County Community College District (d)	$ 250,065,000	7.109%	$ 17,777,103
Maricopa County Special Health Care District	429,125,000	7.109%	30,506,465
Kyrene Elementary School District No. 28	182,955,000	28.962%	52,987,566
Mesa Unified School District No. 4	275,525,000	4.458%	12,283,607
Gilbert Unified School District No. 41	112,360,000	2.736%	3,074,527
Chandler Unified School District No. 80	385,946,000	75.352%	290,816,740
Tempe Union High School District No. 213	76,755,000	16.630%	12,764,727
East Valley Institute of Technology District No. 401	None	14.434%	None
City of Chandler (e)	344,725,000 *	100.000%	344,725,000 *
Total Direct and Overlapping General Obligation Bonded Debt to be Outstanding			$ 764,935,736 *

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(a) Proportion applicable to the City is computed on the ratio of 2020-21 net assessed limited property value for the overlapping jurisdiction within the City to the total net limited assessed property valuation of the overlapping jurisdiction.

Does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States of America, Department of the Interior, for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages have been fixed for the entire 50-year repayment period, which commenced October l, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to fourteen cents per $100 of Net Assessed Limited Property Value, of which fourteen cents is being currently levied. (See Arizona Revised Statutes, Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(b) Includes total general obligation bonds outstanding. Does not include authorized but unissued general obligation bonds of the City or such other jurisdictions as follows or which may be authorized in the future:

*Preliminary, subject to change.

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
State of Arizona	None
Maricopa County	None
Maricopa County Community College District	$ 3,000
Maricopa County Special Health Care District	None
Chandler Unified School District No. 80	95,250,000
Tempe Union High School District No. 213	None
Kyrene Elementary School District No. 28	52,450,000
Mesa Unified School District No. 4	95,000,000
Gilbert Unified School District No. 41	108,000,000
East Valley Institute of Technology District No. 401	None
City of Chandler (e)	150,180,000

(c) This total does not include the City's revenue bonds and excise tax revenue obligations currently outstanding as follows:

Excise Tax Revenue Obligations $ 209,150,000*

Includes Water and Wastewater Funds Supported General Obligation Bonds. In the event that the net revenues would prove to be insufficient or the City elects not to pay debt service requirements on the Water and Wastewater Funds Supported General Obligation Bonds from revenues from these enterprises, this debt would become payable from ad valorem taxes.

(d) Does not include $1,245,000 City improvement district bonds outstanding.

(e) On May 27,2021 the City Council adopted a resolution calling for a special bond election requesting voter consideration of $272,685,000 in general obligation bonds.

*Preliminary, subject to change.

Direct and Overlapping General Obligation Bonded Debt Ratios

	Per Capita Bonded Debt Population Estimated @ 272,011	As % of City's Total 2020/21 Net Full Cash Value	As % of City's 2020/21 Estimated Net Full Cash Value
Net Direct General Obligation Bonded Debt Outstanding and to be Outstanding* (a)	$1,267.32	7.36%	0.85%
Net Direct and Overlapping General Obligation Bonded Debt Outstanding and to be Outstanding (a)	$2,812.15	16.34%	1.88%

(a) Includes the Bonds.

Source: The Arizona Department of Economic Security, Research Administration Population and Statistical Unit and U.S. Census Bureau, Arizona Department of Administration.

Direct and Overlapping Tax Rates per $100 Assessed Value

Inside the City, East Valley Institute of Technology and:	Tax Rate
Gilbert Unified School District No. 41	$11.2481
Mesa Unified School District No. 4	$12.3597
Tempe Union High School District No. 213 and Kyrene Elementary School District No. 28	$11.2712
Chandler Unified School District No. 28	$11.4012

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association.

* Preliminary, subject to change.

Expenditure Limitation; One-Year and Multi-Year Overrides

Since fiscal year 1982-83, all cities in Arizona have been subject to an annual expenditure limitation imposed by the Arizona Constitution. This limitation is based upon the City's actual 1979-80 expenditures adjusted annually for subsequent growth in population and inflation. The Constitution exempts certain expenditures from the limitation. The principal exemptions for the City are payments for debt service on bonds and other long-term obligations, as well as expenditures of federal funds and certain state-shared revenues.

The Constitution provides four processes, all requiring voter approval, for cities to modify the expenditure limitation:

1. A four-year home rule option.
2. A permanent adjustment to the 1979-80 base.
3. A one-time override for the following fiscal year.
4. An accumulation for pay-as-you-go capital expenditures.

City voters have approved four-year home rule options on a regular basis since the implementation of the expenditure limitation. To the extent that the home rule option is not approved by the voters, the City would be subject to the expenditure limitations prescribed by the Constitution. On August 28, 2018, the City's voters approved a four-year home rule option to exceed the expenditure limitation by the City beginning in Fiscal Year 2019-20. This four-year home rule option will be in effect through fiscal year 2022-23.

City Retirement Systems Update

All full-time employees of the City, the Mayor and City Council participate in one of the three pension plans administered by the State described below. See Note 10 in APPENDIX D for further discussion of the retirement plans of the City.

The Government Accounting Standards Board adopted GASB Statement Number 68, *Accounting and Financial Reporting for Pensions* ("GASB 68"), which, beginning with fiscal years starting after June 15, 2014, requires cost-sharing employers to report their "proportionate share" of the plan's net pension liability in their government-wide financial statements. GASB 68 will also require that the cost-sharing employer's pension expense component include its proportionate share of the plan's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share.

Arizona State Retirement System

All full-time City employees (except public safety personnel and elected officials) participate in the Arizona State Retirement System (the "System"), a multiple-employer cost-sharing defined benefit pension plan. The System was established in 1953 and became effective in 1971. The System provides for retirement, disability, health insurance premium benefits, and death and survivor benefits. The System is administered in accordance with A.R.S. Title 38, Chapter 5.

The actuarially determined contribution rates for the fiscal year 2020/21 were 12.22% (12.04% retirement and 0.18% long-term disability) for both employees and employers. The City's contribution to the System for the fiscal year 2020/21 was $9,762,864 equal to the required contributions, not including alternate contributions.

Effective July 1, 2021, the City's annual contribution rates are 12.41% (12.22% retirement and 0.19% long-term disability) for fiscal year 2021/22 for both employees and employers.

The System has reported increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The most recent annual reports for the System may be accessed at: https://www.azasrs.gov. The effect of the increase in the System's unfunded liabilities on the City, or on the City's and its employees' future annual contributions to the System, cannot be determined at this time.

Arizona Public Safety Personnel Retirement System (Full-Time Police and Firefighter Employees)

All full-time sworn police officers and firefighters are eligible to participate in the Public Safety Personnel Retirement System (the "PSPRS") in separate agent multiple-employer defined benefit retirement plans. The PSPRS is jointly administered by the fund manager (a five-member board appointed by the Governor and the State Legislature) and 257 local boards. The PSPRS provides for retirement, health insurance premium benefits, and death and survivor benefits. The PSPRS is administered in accordance with A.R.S. Title 38, Chapter 5, Article 4.

The actuarially determined contribution rates for the fiscal year ended June 30, 2021 were 49.12% of annual covered payroll for police tiers 1 and 2, 44.22% for tier 3 defined benefit (DB) and 44.51% for tier 3 defined contribution (DC). For firefighters the contribution rate was and 43.84% for tiers 1 and 2, 41.25% for tier 3 DB and 37.90 for tier 3 DC. The City's employer contribution to the PSPRS for the fiscal year ended June 30, 2021 was $13,017,877 for police and $7,993,728 for firefighters, equal to the required contributions, not including alternate contributions.

Effective July 1, 2021, the City's annual contribution rates are 7.65% for both groups of employees in tier 1, 11.65% for both groups in tier 2, 10.12% for Police tier 3 DB, 9.88% for Police DC, 13.76% for Fire DB and 10.41% for Fire DC. The rate are as follows for employers:

Tier 1 Contribution Rate
Hired into a PSPRS position before January 1, 2012:
Police: 49.12% Fire: 41.67%

Tier 2 Contribution Rate
Hired into a PSPRS position on/after January 1, 2012 and before July 1, 2017:
Police: 49.12% Fire: 41.67%

Tier 3 Contribution Rate
Hired into a PSPRS position on/after July 1, 2017:
Defined Benefit:
Police: 45.46% Fire: 39.78%
Defined Contribution:
Police: 45.22% Fire: 35.90%

The PSPRS has reported overall increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The City of Chandlers portions increased only slightly for Fire but decreased for Police due to the increased overpayments which have been made. The most recent annual reports for the PSPRS may be accessed at: http://www.psprs.com/investments--financials/annual-reports. The effect of the increase in the PSPRS's unfunded liabilities on the City, or on the City's and its employees' future annual contributions to the PSPRS, is $56,672,244 for fire and $114,467,812 for police as of the June 30, 2020. Actuarial Reports prepared by Foster & Foster, Actuaries and Consultants. City Council has approved a compressed pay down plan in order to pay off the unfunded liability.

Elected Officials' Retirement Plan (Mayor and City Council)

The Mayor and Council of the City participate in two different plans: The Elected Officials' Retirement Plan (EORP) for councilmembers elected prior to 2014 and the Elected Officials' Defined Contribution Retirement System (EODCRS) for Council members elected effective January 1, 2014, both multiple-employer cost-sharing defined benefit plans. The administrator for the EORP and the EODCRS is also the fund manager of the PSPRS. The EORP and EODCRS provides for retirement, health insurance premium benefits, and death and survivor benefits.

The actuarially determined contribution rate for the fiscal year ended June 30, 2020 was 61.43%. The City's contribution to the EORP and EODCRS for the fiscal year ended June 30, 2021 was $154,160, equal to the required contributions, not including alternate contributions.

Effective July 1, 2021, the City's annual contribution rate for EORP is 61.43% for employer and either 7% or 13% for employees (depending on their membership date), and the City's annual contribution rate for EODCRS is 61.555% for employer and 8.125% for employees.
The EORP has reported increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The most recent annual reports for the EORP may be accessed at: http://www.psprs.com/investments--financials/annual-reports The estimated effect of the increase in the EORP's unfunded liabilities on the City, or on the City's and its employees' future annual contributions to the EORP, is $2,047,312 as of the June 30, 2020 EORP schedule of pension amounts by employer.

Healthcare Benefits for Retired Employees

During the year ended June 30, 2018, the City implemented the provisions of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions ("GASB 75"). The City is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB 75 addresses reporting by governments that provide OPEB by measuring and recognizing net assets or liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures related to OPEB provided through defined benefit OPEB plans. See Note 1 in APPENDIX D – "CITY OF CHANDLER, ARIZONA – AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2020" for further information.

The City's employees, their spouses and survivors may be eligible for certain retiree healthcare benefits under healthcare programs provided by the City. Employees on long-term disability and their spouses may also qualify for retiree healthcare benefits through the City. It is expected that substantially all City employees that reach normal or early retirement age while working for the City will become eligible for such benefits. Currently, such retirees may obtain the healthcare benefits offered by the City by paying 100% of the applicable premium. Although the retirees pay 100% of their premium, the retirees' participation in the City's healthcare program affects the City's healthcare costs for its employees and results in an implicit rate subsidy.

The City provides other post-employment benefits to its retirees that consist of an implicit subsidy for healthcare and a retirement health savings (RHS) plan for reimbursement of eligible medical expenses. The City offers the RHS plan to employees and contributes toward a savings plan for each employee that they are eligible to use for medical expense reimbursement at separation from service. The City makes no contribution to the retirees' premiums other than allowing them to participate through the City's pooled benefits. By providing retirees with access to the City's healthcare plans based on the same rates it charges to active employees, the City is in effect providing an implicit subsidy to retirees. This implicit subsidy exists because, on average, retiree healthcare costs are higher than active employee healthcare costs. Because the City does not contribute anything toward this plan in advance, the City employs a pay-as-you-go method through paying the higher rate for active employees each year.

The City's net OPEB liability as of June 30, 2020 is $53,112,727 and is reflected on the Balance Sheet in the City's Financial Statements. This is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined which represents a level of funding that is paid on an ongoing basis, and projected to cover normal cost each year to amortize the unfunded actuarial liability over a period not to exceed thirty years.

PROPERTY TAXES

General

For tax purposes in Arizona, real property and improvements and personal property is either valued by the Maricopa County Assessor (the "Assessor of the County") or the Arizona Department of Revenue. Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Arizona Department of Revenue is referred to as "centrally valued" property and is generally large mine and utility entities.

Locally assessed property has two different values, Limited Property Value and Full Cash Value (both as defined below). Limited Property Value is used as the basis for taxation. Full Cash Value is used as the ceiling for determining

Limited Property Value and for determining debt limits for certain local governmental entities including for school districts.

For centrally valued property and personal property (except mobile homes), Full Cash Value of the property is the basis for taxation of such property and for determining constitutional and statutory debt limits for most local governmental entities.

"Limited Property Value" means, for property in existence in the prior year, the lesser of (a) the Full Cash Value of the property or (b) an amount 5% greater than the Limited Property Value of such property determined for the prior year. Limited Property Value is established at a level or percentage of Full Cash Value comparable to properties of the same or similar use or classification for property erroneously totally or partially omitted from the property tax rolls in the prior year; property for which a change in use occurred; property modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than 15% of the Full Cash Value; and property that has been split, subdivided or consolidated, with variations depending on when the change occurred. There is no limit on the growth of Full Cash Value.

Primary Taxes

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes". These taxes are levied against the Net Assessed Limited Property Value (as defined below) of the taxing jurisdiction. "Net Assessed Limited Property Value" is determined by excluding the value of property exempt from taxation from the Limited Property Value of locally assessed property and from Full Cash Value of centrally valued property and combining the resulting two amounts.

The State does not currently levy *ad valorem* taxes but the State currently requires each county to levy a "State equalization assistance property tax" to provide equalization assistance to school districts in each county, which is used to offset the cost of State equalization to those school districts.

The primary taxes levied by a county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to tax in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

Primary taxes on residential property only are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on residential primary tax levies is implemented by reducing the school districts' taxes. To offset the effects of reduced school district property taxes, the State compensates the school districts by providing additional state aid or, in some counties, county taxpayers are required to make payments to offset the effects of reduced property taxes.

Secondary Taxes

Taxes levied for debt retirement (e.g., debt service on the City's bonds), voter-approved budget overrides and maintenance and operation of special service districts such as sanitary, water conservation, fire, road improvement and career technical education districts are "secondary taxes". Like primary taxes, secondary taxes also are levied against the Net Assessed Limited Property Value of the taxing jurisdiction. There is no limitation on annual levies for voter-approved bond indebtedness and certain special district assessments. Pursuant to a statutory change effective in 2018, school districts subject to desegregation orders levy secondary property taxes in addition to secondary taxes levied for debt service or budget overrides.

Assessment Ratios

All property, both real and personal, is assigned a classification to determine its assessed valuation for tax purposes. Each legal classification is defined by property use and has an assessment ratio (a percentage factor) that is multiplied by the taxable value of the property -- Limited Property Value or Full Cash Value, as applicable -- to obtain the "Assessed Limited Property Value" or the "Full Cash Assessed Value," respectively. The current assessment ratios for each class of property are set forth by tax year in the following table.

PROPERTY TAX ASSESSMENT RATIOS
Tax Year 2017 through Tax Year 2021

	Tax Year				
Property Classification (a)	**2017**	**2018**	**2019**	**2020**	**2021**
Mining, utilities, commercial and industrial	18%	18%	18%	18%	18%
Agriculture and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property (b)	15	14	15	15	15

(a) Additional property classifications exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

Tax Procedures

The Arizona tax year is defined as the calendar year, although tax procedures begin prior to January 1 of the prior fiscal year and continue through May of such fiscal year, when payment of the second installment of property taxes for the tax year becomes delinquent.

The first step in the tax process is the determination of the Full Cash Value of each parcel of real property within the State. "Full Cash Value" is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value." "Market Value" means that estimate of value that is derived annually by use of standard appraisal methods and techniques, which generally includes the market approach, the cost approach and the income approach. As a general matter, the various county assessors use a cost approach for commercial/industrial property and a market approach for residential property. Arizona law allows taxpayers to appeal the county assessor's valuations by providing evidence of a lower value, which may be based upon another valuation approach.

In valuing centrally valued property, the Arizona Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. Appeals are also allowed for such valuations.

On or before the third Monday in August of each year, the Board of Supervisors of the County prepares the tax roll that sets forth the valuation by taxing district of all property in the County subject to taxation. The Assessor of the County is required to complete the assessment roll by December 15th of the year prior to the levy. This tax roll also shows the valuation and classification of each parcel of land located within the County for the tax year. The tax roll is then forwarded to the Treasurer of the County. With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then applied to the parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll as it existed on the date of the levy due to appeals or other reasons would reduce the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the fiscal year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

Delinquent Tax Procedures

The property taxes due to the City are billed, along with State and other taxes, in September of the calendar tax year and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of the month. (However, delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Assessor of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

Three years after the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

It should be noted that in the event of a taxpayer filing for relief pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can be attached against the taxpayer's property for property taxes levied during the pending bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are over secured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for bonds issued by the City. None of the City, the Financial Advisor or their respective attorneys, agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

Real and Secured Property Taxes Levied and Collected (a)

Fiscal Year	Tax Levy (b)	Collected to June 30 of Initial Fiscal Year		Cumulative Collection to June 30, 2021	
		Amount	% of Levy	Amount	% of Levy
2020-21	$ 36,379,535	$ 36,041,018	99.07 %	$ 36,041,018	99.07
2019-20	33,976,882	33,597,309	98.88	33,966,438	99.97
2018-19	32,097,385	31,714,236	98.81	31,891,123	99.36
2017-18	30,545,951	30,321,359	99.26	30,540,759	99.98
2016-17	29,471,064	27,952,666	94.85	29,466,097	99.98

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(a) Taxes are certified and collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum which is prorated at a monthly rate of 1.33%. Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment pays the entire year's tax bill by December 31. Interest and penalty collections for delinquent taxes are not included in the collection figures above, but are deposited in the County General Fund.

(b) The Tax Levy is adjusted downward in future years after the initial levy as a result of successful taxpayer appeals. The Tax Levy, net of resolutions (as presented in the Maricopa County Treasurer's Office report), is noted in this presentation.

(c) In the process of collection.

SPECIAL NOTE: The assessed valuation of property owned by the Salt River Project Agricultural Improvement and Power District ("SRP") is not included in the assessed valuation of the City in the prior table or in any other valuation information set forth in this Official Statement. Because of SRP's quasi-governmental nature, property owned by SRP is exempt from property taxation.

However, SRP may elect each year to make voluntary contributions in lieu of property taxes with respect to certain of its electrical facilities (the "SRP Electric Plant"). If SRP elects to make the in lieu contribution for the year, the full cash value of the SRP Electric Plant and the in lieu contribution amount is determined in the same manner as the full cash value and property taxes owed is determined for similar non-governmental public utility property, with certain special deductions.

If after electing to make the in lieu contribution, SRP then failed to make the in lieu contribution when due, the Treasurer of the County and the City have no recourse against the property of SRP and the City.

Since 1964, when the in lieu contribution was originally authorized in State statute, SRP has never failed to make that election. The fiscal year 2021-22 in lieu assessed valuation of SRP within the City is $43,273,000 which represents approximately 1.25% of the combined Net Assessed Limited Property Value in the City. SRP's total contribution in lieu of property tax payments (primary & secondary) was $443,311 for fiscal year 2018-19 and $434,953 for 2019-20.

Source: Treasurer of the County.

Direct and Overlapping Assessed Valuations and Total Tax Rates Per $100 Assessed Valuation

Overlapping Jurisdiction	2021-22 Net Assessed Limited Property Value	2021-22 Combined Primary and Secondary Tax Rates Per $100 Net Assessed Limited Property Value
State of Arizona	$74,200,233,397	None
Maricopa County	48,724,126,672	$1.8435 (a)
Maricopa County Community College District	48,724,126,672	1.2881
Maricopa County Library District	48,724,126,672	0.0556
Maricopa County Flood Control District (b)	42,084,633,673	0.0090
Maricopa County Fire District Assistance Tax	48,724,126,672	0.1792
Maricopa County Special Health Care District	48,724,126,672	0.3046
Central Arizona Water Conservation District (c)	48,724,126,672	0.1400
East Valley Institute of Technology District No. 401(d)	23,998,252,082	0.0500
Chandler Unified School District No. 80	3,374,230,827	6.4111
Tempe Union High School District No. 213	4,201,600,213	2.4991
Kyrene Elementary School District No. 28	2,412,625,402	3.7820
Mesa Unified School District No. 4	3,544,450,333	7.3696
Gilbert Unified School District No. 41	2,356,761,360	6.2580
City of Chandler	3,463,794,661	1.1201

(a) Includes the State Equalization Assistance Property tax. This rate has been set at $0.4426 for fiscal year 2020-21 and is adjusted annually pursuant to Arizona Revised Statues, Section 41-1276.

(b) The assessed value of the Maricopa County Flood Control District does not include the personal property assessed value of the County.

(c) Value shown for the Central Arizona Water Conservation District covers only the County portion of such district.

(d) Includes Net Assessed Limited Property Value for the East Valley Institute of Technology District No. 401 within Pinal County.

Source: *Property Tax Rates and Assessed Values,* Arizona Tax Research Foundation.

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Property Value by Property Classification

Set forth below is a breakdown of the Net Full Cash Assessed Property Valuation of the City by property classification.

Class	2017-18	2018-19	2019-20	2020-21	2021-22
Commercial, industrial, utilities and mines	$1,027,345,767	$ 1,102,515,089	$ 1,246,170,328	$ 1,412,928,374	$ 1,488,882,870
Agricultural and vacant	74,055,978	75,266,539	78,888,739	77,850,859	76,801,910
Residential (owner occupied)	1,472,336,279	1,574,405,659	1,681,112,768	1,837,472,779	1,990,237,285
Residential (rental)	574,699,601	646,538,541	738,411,405	847,104,454	946,787,996
Railroad	1,910,025	1,782,690	1,910,025	2,011,500	2,011,500
Historical property	156,435,042	88,612,464	124,084,500	130,572,188	177,317,246
Commercial historical property	-	-	-	-	-
Certain Government property improvements	432,241	383,733	400,055	477,042	520,137
Totals (a)	$3,307,214,933	$3,489,504,715	$3,870,977,820	$4,308,417,196	$ 4,682,558,944

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

Net Assessed Limited Property Value of Major Taxpayers

Taxpayer (a)	Description	2021-22 Net Assessed Limited Property Value	As % of City's Total 2021-22 Net Assessed Limited Property Value
Intel Corporation	Manufacturing Plant	$168,730,977	4.87%
NXP USA Inc	Manufacturing Plant	10,177,870	0.29%
Oracle America Inc	Corporation Service Company	4,767,196	0.14%
Air Products & Chemicals Inc	Industrial Gas Manufacturing	4,591,588	0.13%
Dell Equipment Funding LP	Corporation Service Company	3,675,016	0.11%
Cox Communications Arizona LLC	Communications	3,047,562	0.09%
Microsoft Corporation	Corporate Sales Office	2,554,402	0.07%
Williams Scotsman Inc	Contracting	2,358,990	0.07%
Rogers Corporation	Microwave Substrates	2,329,784	0.07%
Wells Fargo Bank	Financial Services	2,104,110	0.06%
Total		**$204,337,495**	**5.90%**
Total City Net Assessed Limited Property Value		**$3,463,794,661**	

Some of the major taxpayers, including Intel Corporation, NXP, and Wells Fargo Bank NA are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith file the Filings with the Commission. The Filings may be inspected and copies are available at the public reference facilities maintained by the Commission. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. Neither the City, nor the Financial Advisor or their respective agents or consultants has examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: County Assessor's Office.

Property Values

The tables below list the various property values for the City for fiscal year 2017-18 through 2021-22. **All values herein are net of the estimated value of property exempt from taxation.**

Property Values for Fiscal Year 2017-18 through 2021-22

Fiscal Year	Net Assessed Limited Property Value	Net Full Cash Assessed Value	Estimated Net Full Cash Value (a)
2021-22	$ 3,463,794,661	$ 4,682,558,944	$ 40,751,143,934
2020-21	3,243,434,243	4,308,417,196	36,949,424,457
2019-20	3,011,152,689	3,870,977,820	33,312,389,044
2018-19	2,783,830,922	3,489,504,715	29,847,787,490
2017-18	2,675,480,112	3,307,214,933	28,994,678,811

(a) Estimated Net Full Cash Value is the total estimated "market value" of taxable property, which is calculated by multiplying the Full Cash Value by the ratio of Net Assessed Full Cash Value divided by the Assessed Full Cash Value. Each value as reported by the Assessor of the County in the State Abstract.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

Net Assessed Limited Property Value and Net Full Cash Assessed Value Comparisons and Trends

The tables below are shown to indicate for fiscal year 2017-18 through 2021-22, the (i) Net Assessed Limited Property Values and (ii) Net Full Cash Values, of the City, the County and the State of Arizona, each on a comparative basis.

Comparative Net Assessed Limited Property Value Histories

Fiscal Year	City of Chandler	Percent Increase/ (Decrease)	Maricopa County	Percent Increase/ (Decrease)	State of Arizona	Percent Increase/ (Decrease)
2021-22	$3,463,794,661	6.79%	$48,724,126,672	6.61%	$74,200,233,397	6.13%
2020-21	3,243,434,243	7.71	45,704,969,813	5.81	69,914,763,468	5.68
2019-20	3,011,152,689	8.17	43,194,326,395	6.86	66,154,632,834	6.14
2018-19	2,783,830,922	4.05	40,423,232,421	5.72	62,328,357,186	4.92
2017-18	2,675,480,112	4.76	38,236,246,402	5.63	59,404,007,785	2.10

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association and *Abstract and Assessment Roll*, State of Arizona Department of Revenue.

Comparative Net Full Cash Value Histories

Fiscal Year	City of Chandler	Percent Increase/ (Decrease)	Maricopa County	Percent Increase/ (Decrease)	State of Arizona	Percent Increase/ (Decrease)
2021-22	$4,682,558,944	8.68%	$67,535,008,138	9.24%	N/A	N/A
2020-21	4,308,417,196	11.30	61,824,712,434	9.25	N/A	N/A
2019-20	3,870,977,820	10.93	56,588,192,576	8.94	N/A	N/A
2018-19	3,489,504,715	5.51	51,944,549,119	7.45	N/A	N/A
2017-18	3,307,214,933	4.42	48,343,820,221	7.69	N/A	N/A

Source: *Abstract and Assessment Roll*, State of Arizona Department of Revenue

APPENDIX C

FORM OF APPROVING LEGAL OPINION

_____, 2021

MAYOR AND COUNCIL
CITY OF CHANDLER, ARIZONA

We have examined the transcript of proceedings relating to the issuance by the City of Chandler, Arizona (the "*City*"), of its $_____ aggregate original principal amount of City of Chandler, Arizona, General Obligation Refunding Bonds, Taxable Series 2021 (the "*Bonds*"), dated the date of initial delivery and maturing on July 1 of the years 2022 through and including 2028.

As to questions of fact material to our opinion, we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The Bonds are valid and binding general obligations of the City.

2. All taxable property within the City is subject to the levy of a direct, annual, ad valorem tax to pay the principal of and interest on the Bonds without limit as to rate, except that the total aggregate of taxes levied to pay the principal of and interest on the Bonds, in the aggregate, shall not exceed the total aggregate amount of principal and interest to become due on the bonds being refunded from the date of issuance of the Bonds to the final date of maturity of the bonds being refunded; and subject further to the rights vested in the owners of such bonds being refunded to the payment of such bonds being refunded from the same tax source in the event of a deficiency in the moneys and obligations issued by or guaranteed by the United States of America purchased from the proceeds of the sale of such Bonds and placed in trust for the purpose of providing for payment of principal of and premium and interest on such bonds being refunded. The owners of the Bonds must rely on the sufficiency of the moneys and obligations placed irrevocably in trust for payment of the bonds being refunded. Subject to the foregoing, it is required by law that there be levied, assessed and collected, in the same manner as other taxes of the City, an annual tax upon the taxable property in the City sufficient to pay the principal of and interest on the Bonds when due.

3. Interest income on the Bonds is subject to federal income taxes. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is exempt from Arizona income taxes.

The rights of the owners of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

Timothy A. Stratton
Bond Counsel

APPENDIX D

CITY OF CHANDLER, ARIZONA

AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2020

The following audited financial statements are for the fiscal year ended June 30, 2020. These are the most recent audited financial statements available to the City. These audited financial statements may not represent the current financial conditions of the City. The City did not request the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the audited financial statements.

APPENDIX E

BOOK-ENTRY-ONLY SYSTEM

The description set forth below of the procedures and record-keeping with respect to beneficial ownership interests in the Bonds, payment of principal of, premium, if any, and interest on, the Bonds to Direct Participants, Indirect Participants and Beneficial Owners (each as hereinafter defined), and other information concerning DTC and the book-entry-only system of registration and transfer of beneficial ownership interests in the Bonds is based solely on information furnished by DTC to the City for inclusion in this Official Statement. Neither the City, the Bond Registrar and Paying Agent, the Financial Advisor, nor their agents or counsel make any representations as to the accuracy or completeness thereof.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for the Bonds in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial owners will not receive written confirmation from DTC of their purchaser. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by participants to Beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to Bond Registrar and Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to Bond Registrar and Paying Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Bond Registrar and Paying Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry-only systemhas been obtained from sources that the City believes to be reliable, but the City, the Financial Advisor or their counsel or agents takes no responsibility for the accuracy thereof.

NEITHER THE CITY, THE BOND REGISTRAR AND PAYING AGENT, THE FINANCIAL ADVISOR, NOR THEIR AGENTS OR COUNSEL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANT, INDIRECT PARTICIPANT OR TO ANY BENEFICIAL OWNER WITH RESPECT TO: (I) THE BONDS, (II) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (III) THE TIMELY OR ULTIMATE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR OF INTEREST ON THE BONDS; (IV) THE TRANSMITTAL BY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDHOLDERS; (V) ANY CONSENT GIVEN BY DTC OR OTHER ACTION TAKEN BY DTC AS REGISTERED OWNER; OR (VI) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS.

APPENDIX F

$48,610,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS,
TAXABLE SERIES 2021

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. 158843)

This Continuing Disclosure Certificate (this "Disclosure Certificate") is undertaken by the City of Chandler, Arizona (the "City") in connection with the issuance of its Taxable General Obligation Refunding Bonds, Series 2021 (the "Bonds"). In consideration of the initial sale and delivery of the Bonds, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Bondholders and in order to assist the Participating Underwriter (as hereinafter defined) in complying with the Rule (as hereinafter defined).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized bond counsel as may be selected by the City.

"*Bondholder*" shall mean any registered owner or beneficial owner of the Bonds.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), except that "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____, 2021] relating to the Bonds.

* Preliminary, subject to change.

"*Participating Underwriter*" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. **Provision of Annual Reports**.

(a) The City shall, or shall cause the Dissemination Agent to, not later than February 1 of each year (the "*Filing Date*"), commencing February 1, 2022, provide electronically to MSRB, in a format prescribed by MSRB, an Annual Report for the fiscal year ending on the preceding June 30 which is consistent with the requirements of Section 4 of this Disclosure Certificate. Should the City's fiscal year change to something other than July 1 to June 30, then the Annual Report will be provided not later than seven months after the end of such fiscal year. Currently, filings are required to be made with EMMA. Notice of any such change in the City's fiscal year will be filed with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than such Filing Date.

(c) If the City's audited financial statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its audited financial statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine each year prior to the date(s) for providing the Annual Report and audited financial statements the proper address of EMMA; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, annual Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following subsections of the Official Statement:

(1) Estimated Net Full Cash Value and Assessed Values;
(2) Statements of Bonds Outstanding;

(3) Property Tax Assessment Ratios;
(4) Real and Secured Property Taxes Levied and Collected;
(5) Direct and Overlapping Tax Rates per $100 Assessed Valuation;
(6) Property Value by Property Classification;
(7) Net Limited Property Assessed Valuation of Major Taxpayers.

(C) In the event of an amendment pursuant to Section 8 of this Disclosure Certificate not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with GAAP and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial Statement included within the Official Statement.

Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Bonds. The City shall in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
(vii) Modifications to rights of Bondholders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with the applicable federal securities laws.

Note to Paragraph 5(a)(xii): For the purposes of the event identified in paragraph (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Bondholders, as determined by Bond Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Bondholder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Bonds or the resolution authorizing the Bonds.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Bond Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Bondholders, and shall create no rights in any other person or entity.

Section 15. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signatures on following page]

Date: [_____, 2021].

CITY OF CHANDLER, ARIZONA

By_____
Its Management Services Director

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] Taxable General Obligation Refunding Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated [_____, 2021]. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

City of Chandler, Arizona

By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] Taxable General Obligation Refunding Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [_____, 2021], with respect to the above-named Bonds. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

City of Chandler, Arizona

By_____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] Taxable General Obligation Refunding Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated [_____, 2021].

Dated: _____

City of Chandler, Arizona

By_____
Its _____

[Exhibits to Continuing Disclosure Certificate]

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Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 22-005

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
From: Dawn Lang, Management Services Director
Subject: Resolution No. 5510, Authorizing and Providing for the Issuance and Sale of Not to Exceed $34,000,000 in General Obligation (GO) Bonds, Series 2021

Proposed Motion:

Move City Council pass and adopt Resolution No. 5510, authorizing and providing for the issuance and sale of not to exceed $34,000,000 in General Obligation (GO) Bonds, Series 2021, and authorizing the Management Services Director to determine whether it is in the City's best interest to sell the GO Bonds in a competitive bid or through a negotiated sale.

Background:

Each year the City's Capital Improvement Plan (CIP) is reviewed and updated based on community needs and available funding. Debt financing was planned for certain capital projects related to parks and recreation, streets and traffic, stormwater management, public safety police, and public safety fire. The City works directly with the City's bond counsel firm of Gust Rosenfeld P.L.C., as well as the City's Financial Advisor, Piper Sandler, & Co., to prepare the attached resolution and draft documents.

Discussion:

Bond authorization currently exists for all projects within this bond sale except public safety (police and fire). Sale of amounts related to police and fire are contingent on the approval of the November 2, 2021, Special Bond Election.

Financial Implications:

Debt service from the sale of these GO bonds is for planned capital projects and will be repaid from secondary property taxes, causing no changes in the secondary property tax rate.

Attachments

Chandler GO Bonds-Series-Resolution No. 5510
Chandler GO Bonds-Series 2021- Registrar Contract-draft
Chandler GO Bonds-Series 2021-Continuing Disclosure Cert-draft
Chandler GO Bonds-Series 2021-Preliminary Official Statement-draft

RESOLUTION NO. 5510

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $34,000,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF CHANDLER, ARIZONA, GENERAL OBLIGATION BONDS, SERIES 2021; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; PROVIDING CERTAIN TERMS, COVENANTS AND CONDITIONS CONCERNING THE SALE OF THE BONDS INCLUDING THE DELEGATION TO THE MANAGEMENT SERVICES DIRECTOR, THE AUTHORITY TO EITHER PREPARE A NOTICE INVITING BIDS AND AWARD THE SALE OF THE BONDS TO THE LOWEST RESPONSIBLE BIDDER OR TO ISSUE AND SELL THE BONDS THROUGH A NEGOTIATED SALE BY AUTHORIZING THE OPTION TO EXECUTE AND DELIVER A BOND PURCHASE AGREEMENT; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SUCH BONDS; AUTHORIZING THE SELECTION OF A REGISTRAR, TRANSFER AGENT AND PAYING AGENT; APPROVING THE FORM OF THE BONDS, A BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT, A CONTINUING DISCLOSURE CERTIFICATE, A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT, AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; DELEGATING THE AUTHORITY TO COMPLETE AND EXECUTE THE BOND PURCHASE AGREEMENT; DELEGATING THE AUTHORITY TO APPROVE AND DEEM FINAL A FORM OF OFFICIAL STATEMENT; AND RATIFYING ALL ACTIONS TAKEN AND TO BE TAKEN WITH RESPECT TO THE BONDS IN FURTHERANCE OF THIS RESOLUTION.

WHEREAS, pursuant to special bond elections held in, or to be held, in and for the City of Chandler, Arizona (the "*City*"), on May 20, 1997, May 15, 2007 and November 2, 2021, the issuance of General Obligation Bonds has been approved; and

WHEREAS, the City Council now desires to issue and sell its General Obligation Bonds, Series 2021 (the "*Bonds*"). The Bonds are being issued for the purposes and according to the terms as set forth in this Resolution. The principal amount of the Bonds shall not exceed $34,000,000; and

WHEREAS, the series designation of the Bonds may be changed if they are not sold during the calendar year 2021; and

WHEREAS, the firm of Piper Sandler & Co. will serve as the City's financial advisor (the "*Financial Advisor*") with respect to the Bonds; and

WHEREAS, by this Resolution the Mayor and Council will authorize the Management Services Director, to determine if it is in the best interest of the City, to sell the Bonds either through a (i) competitive bid process and receive electronic bids for the purchase of the Bonds authorizing the execution, issuance and sale of the Bonds to the winning bidder (the "*Purchaser*") at such prices, interest rates, maturities and redemption features as may be hereafter determined by the Management Services Director, with the advice of the Financial Advisor (the "*Competitive Bid*") or (ii) negotiated sale by receiving a proposal for the purchase of the Bonds from an underwriter

or underwriters (the "*Underwriter*"), as selected by the Management Services Director, with the assistance of the Financial Advisor on such terms and at such prices, interest rates, maturities and redemption features as may be hereafter approved by the Management Services Director and agreed to by the Underwriter (the "*Negotiated Sale*"); and

WHEREAS, if the Bonds are sold through a Negotiated Sale a proposal in the form of a Bond Purchase Agreement entered into between the City and the Underwriter (the "*Bond Purchase Agreement*") will be received from Underwriter for the purchase of the Bonds; and

WHEREAS, proposed forms of the following documents (each as further define and described herein) are on file with the City Clerk for this meeting:

(i) Bond Registrar, Transfer Agent and Paying Agent Contract;
(ii) Continuing Disclosure Certificate; and
(iii) Preliminary Official Statement; and

WHEREAS, all acts, conditions and things required by the constitution and laws of the State of Arizona to happen, exist and be performed precedent to and in the enactment of this resolution have happened, exist and have been performed as so required in order to make this resolution a valid and binding instrument for the security of the Bonds authorized herein;

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

Section 1. Authorization. For the purpose of providing (i) funds for parks and recreation, streets and traffic, stormwater management, public safety police, and public safety fire authorized by the qualified electors of the City at special bond elections (a) held on May 20, 1997 and May 15, 2007, and (b) to be held on November 2, 2021 (pending election results for public safety) and to (ii) pay the costs of issuance of the Bonds there is hereby authorized to be issued and sold in accordance with the provisions of this Resolution an aggregate principal amount of not to exceed $34,000,000 City of Chandler, Arizona, General Obligation Bonds, Series 2021.

The Bonds shall be issued and sold in accordance with the provisions of this Resolution and delivered against payment therefor by the Purchaser or Underwriter, as applicable.

Section 2. [Reserved].

Section 3. Negotiated Sales Process and Execution of Bond Purchase Agreement. If the Management Services Director, with the advice of the Financial Advisor, determines it to be in the best interest of the City, the Management Services Director may cause any series of the Bonds to be sold through a Negotiated Sale.

If sold pursuant to a Negotiated Sale, the maturity dates, the principal amount maturing in each year, the interest rates, any optional and mandatory redemption provisions and any other financial terms of the Bonds shall be as set forth in the Bond Purchase Agreement. If sold pursuant to a Negotiated Sale, the Management

Services Director is further authorized and directed to prepare and the Mayor or any Council Member or the Management Services Director is authorized and directed to execute, and the Clerk is authorized and directed to attest, the Bond Purchase Agreement setting forth the final terms and provisions of the Bond and of the sale of the Bonds to the Underwriter. The Bond Purchase Agreement shall be in a form acceptable to and approved by the Mayor or any Council Member or the Management Services Director executing it, such execution to be conclusive proof of such approval.

Section 4. Competitive Bid Process and Notice Inviting Bids. If the Bonds are sold through a Competitive Bid, the principal amount maturing in each year, the security for the Bonds, the optional and mandatory redemption provisions, the series designation and any other final terms of the Bonds shall be as set forth in the Notice Inviting Bids for the Purchase of Bonds (the "*NIB*"). The NIB, in substantially the form attached hereto as *Exhibit A* is approved, and the Management Services Director, with assistance from the Financial Advisor, is authorized and directed to complete the NIB in a manner consistent with the terms of this Resolution and thereafter circulate the NIB. Bids for the Bonds shall be received electronically through the PARITY® electronic bidding process.

Section 5. Terms.

A. Terms of the Bonds. The Bonds hereby authorized to be issued will be dated the date of delivery and will mature on July 1 in some or all of the years 2022 through and including 2032 (however, such final maturities will be determined by the Management Services Director, with assistance from the Financial Advisor in the NIB or Bond Purchase Agreement), and will bear interest from their date to the maturity or earlier redemption date of each of the Bonds provided that the interest of the Bonds shall not exceed five percent (5.00%).

B. Book-Entry-Only System. So long as the Bonds are administered under the book-entry-only system described herein, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to The Depository Trust Company ("*DTC*"), its nominee Cede & Co., or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date (or in accordance with then existing arrangements between the City and DTC). The City has previously entered into an agreement (the "*Letter of Representations*") with DTC in connection with the issuance of the City's bonds including the Bonds and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds.

C. Registration. If the book-entry-only system is discontinued, the Registrar's (as defined herein) registration books shall show the registered owners of the Bonds (the owner or owners of the Bonds as shown on the Registrar's registration books shall be referred to as "*Owner*" or "*Owners*"). While the Bonds are subject to the book-entry-only system, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC or its registered assigns. The Bonds will be administered

by the Registrar in a manner which ensures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds. The City recognizes that, if issued as tax-exempt bonds, Section 149(a) of the Internal Revenue Code of 1986, as amended (the "*Code*"), requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in or converted into bearer or coupon form.

D. Payment. If the book-entry-only system is discontinued, interest on the Bonds will be payable on each Interest Payment Date by the Paying Agent (as defined herein) by check mailed to the Owner thereof at such Owner's address as shown on the registration books maintained by the Registrar as of the close of business of the Registrar the Record Date (as defined herein).

If the book-entry-only system is discontinued, principal of the Bonds will be payable, when due, only upon presentation and surrender of the Bonds at the designated corporate trust office of the Paying Agent. Upon written request made 20 days prior to an Interest Payment Date by an Owner of at least $1,000,000 in principal amount of Bonds outstanding all payments of interest and, if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to a book-entry-only system may be paid by the Paying Agent by wire transfer in "same day funds".

E. Other Terms. The Bonds shall have such other terms and provisions as are set forth in the form of Bond attached hereto as *Exhibit B*.

Section 6. Prior Redemption.

A. Optional Redemption. The Bonds may be subject to redemption as will be determined by the Management Services Director and set forth in the NIB or the Bond Purchase Agreement, as applicable.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as will be determined by the Management Services Director and set forth in the NIB or the Bond Purchase Agreement, as applicable.

Whenever Bonds subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered by the City to the Registrar for cancellation, the principal amount of the Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Bonds for such years as the City may direct.

C. Notice. So long as the book-entry-only system is in effect, notice of redemption will be sent to DTC in the manner required by DTC. If the book-entry-only system is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given.

Notice of redemption will also be sent to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the City or by a Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Paying Agent, interest on such Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and the Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less Than All of a Bond. The City may redeem an amount which is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, the Owner shall submit the Bond for partial redemption and the Paying Agent shall make such partial payment and the Registrar shall cause to be issued a new Bond in a principal amount equal to the unpaid amount remaining on such Bond after the redemption to be authenticated and delivered to the Owner thereof.

F. Defeasance. Any Bond or portion thereof in authorized denominations shall be deemed defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the City if (i) there is deposited with a bank or comparable financial institution, in trust, obligations issued by or guaranteed by the United States government ("*Defeasance Obligations*") or moneys, or both, which, with

the maturing principal of and interest on such Defeasance Obligations and the moneys so deposited will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) such defeased Bond or portion thereof is to be redeemed prior to maturity, notice of such redemption has been given in accordance with provisions hereof or the City has submitted to the Registrar and Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. If the maturing principal on the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds, the payment of which has been provided for in accordance with this section, shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 7. Security. For the purpose of paying the principal of, interest and premium, if any, and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest, premium and administration costs of the Bonds as the same becomes due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. The proceeds of the taxes shall be kept in a special fund and shall be used only for the purpose for which collected.

Section 8. Form of Bonds; Book-Entry-Only System. The Bonds shall be in substantially the form of *Exhibit B* attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the NIB or the Bond Purchase Agreement and are approved by those officers executing the Bonds and execution thereof by such officers shall constitute conclusive evidence of such approval.

The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall be dated the date of its authentication and registration.

The Bonds are prohibited from being converted to coupon or bearer Bonds without the consent of the City Council and approval of bond counsel. If the Book-Entry-Only System is discontinued, the Bonds shall be reissued and transferred in the form of the Bond to be prepared at that time.

Section 9. Use of Proceeds. The proceeds from the sale of the Bonds shall be set aside and deposited by the Management Services Director in a separate account and used for the purposes approved by the special bond elections of May 20, 1997 and May 15, 2007, and as may be approved by the special bond election of November 2, 2021. The Bonds are issued for the purpose of (i) parks and recreation, streets

and traffic, stormwater management, public safety police, and public safety fire and (ii) paying the costs of issuance of the Bonds. The Bonds will be charged against the City's 6% and/or 20% debt limit. The moneys for each separate purpose as stated above shall be applied and used solely for the respective purpose and shall be allocated against the respective ballot questions submitted to the qualified electors of the City at the special bond elections of May 20, 1997 and May 15, 2007, and to be submitted to the qualified electors of the City at the special bond election of November 2, 2021.

Section 10. Registrar and Paying Agent. The City will maintain an office or agency where Bonds may be presented for registration or transfer (the "*Registrar*") and an office or agency where Bonds may be presented for payment (the "*Paying Agent*"). The City may appoint one or more co-registrars or one or more additional Paying Agents. The Registrar and Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the owners of the Bonds.

The Management Services Director shall solicit pricing quotes to act as Registrar and Paying Agent with respect to the Bonds and shall select a Registrar and Paying Agent in the best interests of the City. The City may change the Registrar and Paying Agent without notice to or consent of the Owners of the Bonds and the City may act in any such capacity. The Mayor, any member of the City Council, and the Management Services Director are hereby authorized and directed to execute a contract with the Registrar and Paying Agent.

Each Paying Agent will be required to agree in writing that the Paying Agent will hold in trust for the benefit of the Owners all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

The Registrar may appoint an authenticating agent acceptable to the City to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this Resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

If the Book-Entry-Only System is discontinued, the Registrar shall keep a register of the Bonds, the Owners and of transfer of the Bonds. When Bonds are presented to the Registrar or a co-registrar with a request to register transfer, the Registrar will register the transfer on the registration books if its requirements for transfer are met and will authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity and rate of interest as the surrendered Bonds. Bonds presented to the Registrar for transfer after the close of business on the Record Date and before the close of business on the next subsequent interest payment date will be registered in the name of the transferee but the interest payment will be made to the Owners shown on the books of the Registrar as of the close of business on the Record Date.

The Registrar shall authenticate the Bonds for original aggregate issue or issues up to $34,000,000 in aggregate principal amount upon the written request of the Management Services Director. The aggregate principal amount of Bonds outstanding at any time may not exceed that amount except for replacement Bonds as to which the requirements of the Registrar and the City are met.

Section 11. Execution of Bonds and Documents.

A. Bonds. The Bonds shall be executed for and on behalf of the City by the Mayor or any member of the Council and attested by the Clerk by their manual or facsimile signatures and the City seal will be either photographically, mechanically reproduced or manually imprinted or affixed on the Bonds. If the signatures are affixed or imprinted by facsimile, the Mayor or any member of the Council and City Clerk shall execute a certificate adopting as their signatures the facsimile signatures appearing on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, the Bond shall nevertheless be valid. A Bond shall not be valid or binding until authenticated by the manual signature of an authorized officer of the Registrar. The signature shall be conclusive evidence that the Bond has been authenticated and issued under this Resolution.

B. Registrar Contract. The form of Registrar's contract concerning duties of the Registrar for the Bonds, in substantially the form submitted to the Mayor and Council and on file with the City Clerk, is hereby approved and the Mayor, any member of the Council, City Clerk or Management Services Director is hereby directed to execute such contract on behalf of the City with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents and cause such respective contract to be delivered. Execution by such officers shall constitute conclusive evidence of such approval.

C. Continuing Disclosure Certificate. The form of continuing disclosure certificate, in substantially the form on file with the City Clerk, is hereby approved. The the Mayor, the City Clerk or the Management Services Director are each hereby authorized and directed to prepare, execute and deliver such certificate on behalf of the City.

D. Official Statement. The form of a preliminary official statement, in substantially the form on file with the City Clerk, is hereby approved. The preparation of the preliminary official statement in a form that is deemed "final", as hereafter described, is hereby authorized and approved and its distribution by the NIB are hereby authorized and approved. Such preliminary official statement shall be in a form that is approved and deemed "final" for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, as amended (the "*Rule*"), by the Mayor or the Management Services Director. The City will cause a final official statement (the "*Official Statement*") in substantially the form of the preliminary official statement referred to above to be prepared and distributed with the Bonds upon initial issuance. The Mayor, any member of the

City Council or the Management Services Director are each hereby authorized and directed to approve, execute and deliver the Official Statement on behalf of the City and the execution by such officer shall be deemed conclusive evidence of such approval. The preliminary official statement and the Official Statement may be prepared in conjunction with, and may be part of the same document as, any preliminary official statement or official statement for any other bonds which may be issued by the City.

Section 12. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the Registrar shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed or lost, upon the Owner's paying the reasonable expenses and charges of the City in connection therewith and, in the case of the Bond destroyed or lost, filing with the Registrar of evidence satisfactory to the Registrar that such Bond was destroyed or lost, and furnishing the Registrar with a sufficient indemnity bond pursuant to A.R.S § 47-8405.

Section 13. Acceptance of Final Bid; Sale of Bonds. If the Bonds are sold through a Competitive Bid, the Management Services Director is hereby authorized and directed to accept the bid of the lowest responsible bidder, provided such bid and the issuance of any or all of the Bonds complies with the terms and conditions of this Resolution and the NIB. Any or all of the Bonds are hereby ordered sold to such winning bidder.

If any or all of the Bonds are sold through a Negotiated Sale, the Underwriter will purchase the Bonds pursuant to the form of Bond Purchase Agreement to be received by the Management Services Director. When the final terms of such Bonds are known, the Bond Purchase Agreement shall be finalized. The Mayor, any member of the City Council or the Management Services Director are each hereby authorized and directed to cause the Bond Purchase Agreement to be completed and executed; provided, however, that the parameters of this resolution shall govern the Bond Purchase Agreement and neither the Mayor, any member of the Council or the Management Services Director is authorized to insert in the Bond Purchase Agreement any terms or conditions that would be contrary to this resolution. Upon the completion, execution and delivery of the Bond Purchase Agreement, Bonds are ordered sold to the Underwriter pursuant to the Bond Purchase Agreement. The delivery of the Bond Purchase Agreement as completed shall be conclusive evidence of such approval of the final terms and provisions.

The Management Services Director is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Purchaser or the Underwriter, as applicable upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale.

Section 14. Rebate Fund; Rebate Payments. In the event it is necessary to rebate the earnings from the investment of the proceeds of the Bonds, the Mayor and the Council hereby authorize the Management Services Director or any agent thereof to create

a separate fund to be known as the Rebate Fund. Into such fund shall be deposited any and all moneys deemed necessary to remain in compliance with the provisions of Section 148 of the Code, or any regulations promulgated thereunder. Moneys in such fund shall be segregated or (if authorized in writing by an opinion of Gust Rosenfeld P.L.C., bond counsel to the City ("*Bond Counsel*")) commingled with other moneys of the City. In the event such Rebate Fund is created, the Management Services Director is ordered and directed to employ or engage one or more arbitrage rebate consultants to calculate annually any necessary rebate amount to be paid to the United States of America. The Management Services Director is authorized and directed to pay any amounts necessary to the United States, as arbitrage rebate(s).

Section 15. [Reserved].

Section 16. Resolution a Contract. This Resolution shall constitute a contract between the City and the Owners and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the Owners then outstanding.

Section 17. Severability. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. The Mayor and Council hereby declare that the City would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

Section 18. Ratification of Actions. All actions of the officers and agents of the City which conform to the purposes and intent of this Resolution and which further the issuance and sale of the Bonds as contemplated by this Resolution whether heretofore or hereafter taken shall be and are hereby ratified, confirmed and approved. Any change made in the NIB or Bond Purchase Agreement which does not conform to the prior order of this Mayor and Council are hereby ratified. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

Section 19. Tax Covenants. In consideration of the purchase and acceptance of the Bonds by the Owners thereof and, as authorized by Arizona Revised Statutes, Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on such Bonds from gross income for federal income tax purposes, the City covenants with the Owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest on the Bonds becoming subject to inclusion in gross income for federal income taxes.

The City agrees that it will comply with such requirements as in the opinion of Bond Counsel are necessary to prevent interest on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by bond counsel; paying to the United States of America any required amounts representing rebates of arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Bonds; and limiting the use of the proceeds of the Bonds and property financed thereby.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this 26th day of August, 2021.

ATTEST:

_____
CITY CLERK

_____
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5510 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 26th day of August, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT A

[FORM OF NOTICE INVITING BIDS]

$_____*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2021

NOTICE INVITING BIDS FOR THE PURCHASE OF BONDS

NOTICE IS HEREBY GIVEN that unconditional bids will be received to and including the hour of [9:00] a.m., Mountain Standard Time ("*MST*"), on _____, 2021* by the City of Chandler, Arizona (the "*City*"), for the purchase of all, but not less than all, of $_____* aggregate principal amount of its General Obligation Bonds, Series 2021 (the "*Bonds*"). A bid may be submitted only through the facilities of PARITY® ("*PARITY*"). Submission of bids is further discussed below. The Management Services Director will announce the bids received and will award the contract for the purchase of bonds to the winning bidder at such time.

The City reserves the right to continue the date for receipt of bids. If the date for receipt of bids is continued, the City will give notice of the continuance by PARITY at *www.ipreo.com,* prior to [11:00 a.m.] MST on the business day prior to _____, 2021*.

The Bonds will be dated the date of initial issuance and delivery, and will bear interest from the date of the Bonds to the maturity of each of the Bonds at a rate or rates per annum of not to exceed five percent (5.00%)*. Interest on the Bonds shall be payable semiannually each year on July 1 and January 1 during the term of each of the Bonds, commencing January 1, 2022*. The Bonds shall mature on July 1 in the years and in the principal amounts as follows:

Date (July 1)	Principal Amount*	Date (July 1)	Principal Amount*
2022		2028	
2023			
2024			
2025			
2026			
2027			

ADJUSTMENT OF BONDS AFTER RECEIPT OF BIDS: *The aggregate principal amount of the Bonds is preliminary and subject to change. The City reserves the right to adjust the aggregate principal amount of Bonds for which proposals are being solicited by an amount up to [$_____.] The bid price paid by the winning bidder will be adjusted to reflect any change in the aggregate principal amount of the Bonds. Such adjusted bid will reflect changes in the dollar amount of the underwriting discount and original issue discount/premium, but will not*

* Preliminary, subject to change.

change the underwriting discount percentage based on the bid price in the winning bid and the initial reoffering prices. The interest rates specified by the winning bidder for each maturity at the initial reoffering price will not change. The winning bidder may not withdraw its bid as a result of any changes made within these limits. A representative of the City will notify the winning bidder of the final principal maturity amounts and the resulting adjusted purchase price no later than [12:00] p.m., MST, on the date of award of the Bonds.

TIME FOR RECEIPT OF BIDS: Bids will be received to and including the hour of [9:00 a.m.], MST, on _____, 2021*, unless the sale is postponed. The time maintained by PARITY shall constitute the official time.

ELECTRONIC BIDDING PROCEDURES: All bids must be submitted through the facilities of PARITY in accordance with this Notice Inviting Bids for the Purchase of Bonds (this "*Notice*") by [9:00 a.m.], MST, on _____, 2021*. The normal fee for the use of PARITY may be obtained from PARITY and such fee will be the responsibility of each bidder. All bids must be submitted on the official bid form that resides on the PARITY system (the "*Official Bid Form*"), without alteration or interlineation. Subscription to Ipreo's BiDCOMP Competitive Bidding System is required in order to submit a bid. The City will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. The City is using PARITY as a communication media, and not as the City's agent, to conduct electronic bidding for the Bonds.

All bids made through the facilities of PARITY shall be deemed irrevocable offers to purchase the Bonds on the terms provided in this Notice and shall be binding upon the entity making the bid as if made by a signed, sealed bid delivered as stated above. The City and the Financial Advisor assume no responsibility or liability for bids submitted through PARITY. Neither the City nor the Financial Advisor shall be responsible for any malfunction or mistake made by, or as result of the use of the electronic bidding facilities provided and maintained by, PARITY. The use of PARITY is at the sole risk of the prospective bidders.

If any provisions of this Notice conflict with information provided by PARITY, as the approved provider of electronic bidding services, this Notice shall control. Further information about PARITY, including any fee charged, may be obtained from BidCOMP/PARITY, c/o Ipreo, at 1359 Broadway, 2nd Floor, New York, New York 10018, telephone number (212) 849-5021.

Bidders are requested to state in their bids the true interest cost to the City, as described under "AWARD AND DELIVERY" herein. All bids shall be deemed to incorporate the provisions of this Notice in the Official Bid Form.

AWARD AND DELIVERY: Unless all bids are rejected, the Bonds will be awarded to the bidder whose proposal results in the lowest true interest cost to the City. The true interest cost will be computed by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from their respective payment dates to the dated date of the Bonds and the price bid, including any premium or discount. In the event that two or more bidders bid the same true interest cost, the award will be made by lot. Delivery of the Bonds will be made to the winning bidder upon payment in federal or other immediately available funds at the offices of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel to the City ("*Bond Counsel*"), or, at the winning bidder's request and expense, at any other place mutually

* Preliminary, subject to change.

agreeable to the City and the winning bidder.

PURPOSE: The Bonds are being issued for the purpose of[(i) _____and (ii) paying the costs of issuance of the Bonds.]

INTEREST RATES: Bids for the purchase of the Bonds must state the rate or rates of interest to be paid. No bid at a price less than the par value of the Bonds, together with all accrued interest thereon at the date of delivery of the Bonds, will be considered. All Bonds of the same maturity must bear the same rate of interest. The interest rate for any maturity of the Bonds shall not exceed five percent [5%]. The highest rate bid shall not exceed the lowest rate bid by more than two percent [(2.00%)] per annum. Bids must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent. Interest will be calculated on the basis of a year comprised of 360 days consisting of 12 months of 30 days each.

Any interest rate bid which would result in an interest payment amount having fractional cents will be deemed a waiver of the right to payment of such fractional cents. No fractional cents will be paid or accumulated for payment on any Bond.

ESTABLISHMENT OF ISSUE PRICE OF THE BONDS: The winning bidder shall assist the City in establishing the issue price of the Bonds as more fully described herein. All actions to be taken by the City under this Notice to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor and any notice or report to be provided to the City may be provided to the Financial Advisor.

Anticipated Compliance with Competitive Sale Requirements. The City anticipates that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "*competitive sale requirements*") because:

- the City shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- all bidders shall have an equal opportunity to bid;
- the City expects to receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice. Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

City Intention to Apply the Hold-the-Offering-Price Rule if Competitive Sale Requirements are Not Met. In the event that the competitive sale requirements are not satisfied with respect to the Bonds, the City intends to treat the initial offering prices of the Bonds to the public as the issue price of such Bonds (the "*hold-the-offering-price rule*"), in each case applied on a maturity-by-maturity basis.

Bidder Right to Cancel if the City Elects to Apply Hold-the-Offering-Price Rule. In the event the competitive sale requirements are not satisfied, the prospective winning bid shall

be cancelled and deemed withdrawn UNLESS the prospective winning bidder affirmatively confirms its bid and agrees to comply with the hold-the-offering-price rule, in the manner described below.

No award shall be made to the prospective winning bidder and the prospective winning bidder's bid shall be cancelled and deemed withdrawn unless and until the prospective winning bidder has affirmatively confirmed its bid and agreed to comply with the hold-the-offering-price rule. The prospective winning bidder must provide written confirmation to the City no later than 60 minutes after receiving notification that the City has determined to apply the hold-the-offering-price rule to the Bonds.

If the prospective winning bidder does not provide its confirmation within the required time period, the prospective winning bidder's bid shall be cancelled and deemed to be withdrawn. The City thereupon may award the Bonds to another bidder, provided that the new prospective winning bidder confirms its bid and agrees to comply with the hold-the-offering-price rule, or the City may reject all bids and cancel the sale of the Bonds, as set forth in this Notice.

Application of the Hold-the-Offering-Price Rule. If the competitive sale requirements are not satisfied, then the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date of award at the offering price or prices (the "*initial offering price*"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- the close of the fifth business day after the sale date; or
- the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth business day after the sale date.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail

distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

The City acknowledges that, in making the agreements and representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

Definitions. Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice. Further, for purposes of this Notice and this section entitled "ESTABLISHMENT OF ISSUE PRICE OF THE BONDS":

- "public" means any person other than an underwriter or a related party,
- "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

BOOK-ENTRY-ONLY SYSTEM: The Bonds will be initially issued to, and registered in the name of, Cede & Co., as nominee of DTC. DTC will act as the securities depository of the Bonds for a book-entry-only system (the "*Book-Entry-Only System*"). Under the Book-Entry-Only System, beneficial ownership interests in the Bonds will be available in book-entry form only through direct or indirect DTC participants.

Ownership interests in the Bonds may be purchased in denominations of $5,000 of principal amount due on a specific maturity date or integral multiples thereof.

Transfers of beneficial ownership interest in the Bonds will be accomplished by book entries made by DTC and the DTC participants or indirect DTC participants who act on behalf of the beneficial owners ("*Beneficial Owners*"). For every transfer and exchange of a beneficial interest in the Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Registrar (as defined herein), the paying agent and the City and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is not a successor securities depository), physical certificates representing the Bonds will be executed and delivered. In addition, the City may determine to discontinue the Book-Entry-Only System transfers through DTC (or a successor securities depository). In such event, physical certificates representing the Bonds will be registered in the names of the Beneficial Owners and executed and delivered. Upon registration of Bonds in the Beneficial Owner's name, the Beneficial Owners will become the owners of the Bonds (the "*Owners*") for all purposes, including the receipt of principal and interest payments and notices with respect to the Bonds.

For a more detailed description of the Book-Entry-Only System, see the information in the Preliminary Official Statement (as defined herein) relating to the Bonds entitled "Book-Entry-Only System."

INFORMATION FROM WINNING BIDDER: The winning bidder for the Bonds will be required to provide the City with a certificate in a form acceptable to Bond Counsel, which certificate shall state the issue price of the Bonds consistent with the foregoing.

FORM OF BID AND GOOD FAITH DEPOSIT: The prescribed Official Bid Form for the Bonds will be available on the PARITY system and all bids must be submitted on the Official Bid Form. The winning bidder shall deliver a good faith deposit in the amount of $_____ (the "*Deposit*"), in the form of either of the following: (i) a certified or cashier's check payable to the City or (ii) a wire transfer to the City, delivered to the City within 24 hours of notification of the award. The winning bidder shall be solely responsible for the timely delivery of their Deposit whether by check or wire transfer. Neither the City nor the Financial Advisor has any liability for delays in the transmission of the Deposit.

The Deposit made by **certified or cashier's check** should be made payable to the City and delivered to City of Chandler, Arizona, Attn: Management Services Director, 175 S. Arizona Avenue, Chandler, Arizona 85225.

The Deposit sent via **wire** transfer should be sent to the City. The wire instructions will be provided to the winning bidder upon award.

Contemporaneously with such wire transfer, the bidder shall send an e-mail to the Management Services Director (e-mail address: dawn.lang@chandleraz.gov) and to the Financial Advisor (e-mail addresses: william.c.davis@psc.com and dawn.castro@psc.com), including the following information; (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer, (iii) the issue to which it applies, and (iv) federal reference number.

The Deposit received from the winning bidder, the amount of which will be deducted at settlement, will be deposited by the City and no interest will accrue to the winning bidder. In the event the winning bidder fails to comply with the accepted bid, said amount will be retained by the City as liquidated damages.

REGISTRATION AND TRANSFER: _____, will serve as bond registrar and paying agent with respect to the Bonds (the "*Registrar*"). If the Book-Entry-Only System is discontinued, the Registrar will administer registration and transfer of the Bonds and the Bonds will be transferable only upon the bond register to be maintained by the successor Registrar upon surrender to the Registrar. The Registrar may be changed without notice to any Owner or Beneficial Owner of the Bonds.

PAYMENT OF BONDS: So long as the Bonds are held under the Book-Entry-Only System, all payments of principal, interest and premium, if any, shall be paid to DTC. If the Book-Entry-Only System is discontinued, interest on the Bonds shall be payable by check (unless the Owner of the Bonds is eligible for payment by wire transfer) mailed on or prior to the interest payment date to the registered Owners of such Bonds at the addresses of such Owners as they appear on the books of the Registrar on the 15th day of the month preceding the date such interest comes due. Principal of and premium, if any, on the Bonds shall be paid when due upon surrender of such Bonds at the designated corporate trust office of the Registrar (unless the Owner of the Bonds is eligible for payment by wire transfer). If the Book-Entry-Only System is discontinued, upon prior written request made at least 20 days prior to an interest payment date by a registered Owner of at least [$1,000,000] in principal amount of Bonds outstanding, all payments of interest and, and if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

Notwithstanding any other provision hereof, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to the Book-Entry-Only System may be paid by the Registrar by wire transfer in "same day funds."

RECORD DATE: So long as the Bonds are held under the Book-Entry-Only System, payments of principal and interest shall be paid to DTC. If the Book-Entry-Only System is discontinued, the record date for determination of ownership for payment of interest shall be the 15th day of the calendar month prior to an interest payment date. The Registrar shall pay interest to the Owners of record on the record date notwithstanding that transfers of ownership may occur on any Bond between the record date and the next interest payment date.

SECURITY: Principal of and interest on the Bonds are secured by a continuing, direct ad valorem tax levied against all of the taxable property located within the boundaries of the City without limit as to rate or amount. Arizona Revised Statutes Section 35-458 provides that general obligation bonds issued by a political subdivision of Arizona, such as the Bonds, are secured by a statutory lien on the ad valorem taxes levied and collected to pay principal of and interest on such bonds, including the Bonds, irrespective of whether the political subdivision's creditors and all other parties asserting any rights in the ad valorem tax revenues have notice of the lien, without the need for any physical delivery, recordation or filing. Such lien is binding from the time of issuance of the Bonds, and the revenues received pursuant to the levy of property taxes are immediately subject to the lien.

RIGHT OF REJECTION: The City reserves the right, in its discretion, to reject any and all bids received and to waive any irregularity or informality in the bids, except that the time for receiving bids shall be of the essence.

CUSIP NUMBERS: CUSIP numbers will be placed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the sale. No CUSIP numbers will be deemed to be a part of any Bond or of the contract evidenced thereby. All expenses of printing CUSIP numbers on the Bonds will be paid by the City, but the CUSIP Service Bureau charge for the assignment of CUSIP numbers will be paid by the winning bidder of the Bonds.

COST OF BOND FORMS: The City shall bear the cost of printing of the Bonds and will furnish fully executed Bonds, registered in the name of the winning bidder or nominees, to the winning bidder upon payment therefor.

CANCELLATION: Bidders are to take notice that, pursuant to Arizona law, if, within three years from the award of the contract to purchase the Bonds, any person who was significantly involved in initiating, negotiating, securing, drafting or creating the contract for the purchase of the Bonds on behalf of the City becomes an employee or agent of the winning bidder in any capacity or a consultant to the winning bidder with respect to the contract for the purchase of the Bonds, the City may cancel the contract without penalty or further obligation by the City. In addition to such cancellation, the City may recoup any fees or commissions paid or due to any person who was significantly involved in initiating, negotiating, securing, drafting or creating the contract for the purchase of the Bonds on behalf of the City.

LEGAL OPINION: The Bonds are sold with the understanding that the City will furnish the winning bidder with the approving opinion of Bond Counsel. An undated copy of such opinion is available for review in the preliminary official statement (the "*Preliminary Official Statement*") pertaining to the Bonds. Said attorneys have been retained by the City as Bond Counsel and in such capacity are to render their opinion only upon the legality of the Bonds under Arizona law and on the exemption of the interest income on such Bonds from federal and State of Arizona income taxes (see "TAX-EXEMPT STATUS" below). Fees of Bond Counsel for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the Bonds, Bond Counsel has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds and accordingly will not express any

opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a proposal for the Bonds, each bidder agrees to the representation of the City by Bond Counsel.

TAX-EXEMPT STATUS: In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City, interest income on the Bonds is excluded from gross income for purposes of calculating federal income taxes and is exempt from Arizona income taxes.

Should changes in the law cause Bond Counsel's opinion to change prior to delivery of the Bonds to the winning bidder, the winning bidder will not be obligated to pick up and pay for the Bonds, and the winning bidder's Deposit will be returned.

BONDS NOT QUALIFIED TAX-EXEMPT OBLIGATIONS: The Bonds will not be "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*").

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL; DELIVERY OF FINAL OFFICIAL STATEMENT: The City will deem the Preliminary Official Statement provided in connection with the sale of the Bonds to be final as of its date, as required by Section 240.15c2-12, General Rules and Regulations, Securities Exchange Commission Act of 1934 (the "*Rule*"), except for the omission of offering prices, selling compensation, delivery dates, terms to be specified in the winning bidder's proposal, ratings, other terms depending on such matters and the identity of the winning bidder, all as may be necessary for the City to complete a final official statement (the "Official Statement").

Within 24 hours after the award of the Bonds, the winning bidder must provide the City with all necessary offering price information, selling compensation information, all other terms of the sale which depend on such matters and any underwriter information, all as may be necessary to complete the Official Statement.

Within seven business days after the award of the Bonds, the City will provide the winning bidder with the Official Statement in an electronic format as prescribed by the MSRB at no cost. The Official Statement will be in substantially the same form as the Preliminary Official Statement with such additions, deletions or revisions as the City deems necessary.

The City will deliver at closing an executed certificate stating that as of the date of delivery the information contained in the Official Statement, including any supplement, relating to the City and the Bonds is true and correct in all material respects and that such Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE: In connection with the issuance of the Bonds, the City will deliver a continuing disclosure certificate for purposes of the Rule as hereinafter described and as described in the Official Statement. The City will agree, as described in the Official Statement, to provide or cause to be provided (i) certain annual financial information and operating data (the "*Annual Information*") for the preceding fiscal year, (ii) the City's audited

financial statements, (iii) timely notice, not in excess of 10 business days after the occurrence of certain listed events with respect to the Bonds, and (iv) timely notice of any failure by the City to provide its Annual Information within the time specified in that certificate. See the more complete description of the certificate in the Official Statement. The City has established procedures to ensure timely and proper filing of its Annual Information.

NO LITIGATION AND NON-ARBITRAGE: The City will deliver a certificate to the effect, except as otherwise described in the Preliminary Official Statement or the Official Statement, that no litigation is pending affecting the issuance and sale of the Bonds. The City will also deliver an arbitrage certificate covering its reasonable expectations concerning the Bonds.

ADDITIONAL INFORMATION: Copies of the Official Bid Form and Notice Inviting Bids for the Purchase of Bonds and the Official Statement will be furnished to any bidder upon request made to the Clerk of the City of Chandler, Arizona; or to Piper Sandler & Co., 2525 E. Camelback Road, Suite 950, Phoenix, AZ 85016, telephone (602) 808-5428, Financial Advisor to the City.

CITY OF CHANDLER, ARIZONA

EXHIBIT B

(Form of the Bond to be used While Book-Entry-Only System is in Effect)

Number: R-____ Denomination: _____

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Registrar (or any successor registrar) for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC, (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BOND
SERIES 2021

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
____%	July 1, 20__	_____, 2021	158843 __

Registered Owner: Cede & Co.

Principal Amount: _____ AND NO/100 DOLLARS ($_____)

CITY OF CHANDLER, ARIZONA (the "*City*"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

The Bonds maturing on or before July 1, 20__, are not subject to call for redemption prior to their stated maturity dates. Bonds maturing on or after July 1, 20__ are subject to call for redemption prior to their stated maturity dates, at the option of the City, in whole or in part on July 1, 20__, or on any date thereafter by the payment of a redemption price equal to the principal amount of each Bond called for redemption plus accrued interest to the date fixed for redemption, but without premium.

Interest is payable on January 1 and July 1 of each year commencing [January 1, 2022], and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days each.

Principal of and interest on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by Cede & Co., as nominee of DTC, or its registered

assigns in same-day funds no later than the time established by DTC on each interest or principal payment date in accordance with existing arrangements between the City and DTC.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the series of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the City for the payment of this bond and of the interest hereon as each becomes due.

This bond is one of a series of general obligation bonds in the aggregate principal amount of $_____ of like tenor except as to amount, maturity date, redemption provisions, interest rate series designation and number, issued by the City to provide funds to make those certain acquisitions and public improvements approved by a majority vote of qualified electors voting at elections duly called and held in and for the City, pursuant to a resolution of the Mayor and Council of the City duly adopted prior to the issuance hereof (the "*Resolution*") and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of general obligation bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the City sufficient for that purpose, the full faith and credit of the City are hereby irrevocably pledged.

The registrar or paying agent may be changed by the City without notice.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar, which on the original issue date is the corporate trust office of _____, upon surrender and cancellation of this bond. The Bonds of this issue will be issued only in fully registered form in the denomination of $5,000 of principal or integral multiples thereof.

The City, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The City has caused this bond to be executed by the Mayor and attested by the Clerk, which signatures may be facsimile signatures. This bond is not valid or binding upon the City without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the City and the occurrence of certain other conditions.

CITY OF CHANDLER, ARIZONA

_____
Mayor

ATTEST:

_____
Clerk

(SEAL)

- - - -

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ _____, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

_____

Note: The signature(s) on this assignment must correspond with the name(s) as written on the within registered bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

Firm or Bank

_____

Authorized Signature

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other program acceptable to the Registrar.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

FEDERAL TAXPAYER I.D. NO. 86-6000238

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF THE CITY OF CHANDLER, ARIZONA

This Bond Registrar, Transfer Agent and Paying Agent Contract dated as of _____, 2021 (the "*Contract*"), is made and entered into between the **CITY OF CHANDLER, ARIZONA** (hereinafter called the "*City*"), and _____, Phoenix, Arizona (hereinafter called the "*Bank*"), and witnesseth as follows:

The City will issue its bonds, which will be known as City of Chandler, Arizona, General Obligation Bonds, Series 2021, in the aggregate principal amount of $_____ (the "*Bonds*"). The services of a registrar, transfer agent and paying agent are necessary and in the best interests of the City. The Bonds will be registered in the name of Cede & Co.

The Bank desires to perform registrar, transfer agent and paying agent services during the life of the Bonds.

For and in consideration of the mutual promises, covenants, conditions and contracts hereinafter set forth, the parties do agree as follows:

1. **Services**. The Bank hereby agrees to provide the following services:

A. Registrar services, which shall include, but not be limited to, (1) initially authenticating and verifying the Bonds; (2) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (3) recording transfers of ownership of the Bonds promptly as such transfers occur; (4) protecting against double or overissuance; (5) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; and (6) informing the City of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate.

B. Transfer agent services, which shall include, but not be limited to, (1) receiving and verifying all Bonds tendered for transfer; (2) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (3) destroying Bonds submitted for transfer; and (4) providing proper information for recordation in the registration books.

C. Paying agent services, which shall include, but not be limited to, (1) providing a billing to the City at least 30 days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (2) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds one business day prior to the scheduled payment date or as soon as money for payment of such interest has been transferred to the paying agent but in no event (unless sufficient funds to make such payments have not been received by the Bank) later than the time established by DTC, on the date such payments are due; (3) verifying all matured Bonds upon their surrender; (4) paying all principal and premium, if any,

due upon the Bonds as they are properly surrendered therefor to the Bank; (5) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the City; (6) maintaining records of receipt and disbursements from any account for six years after payment; and (7) making proof of such payments available to the City or any owner or former owner.

2. **Record Date**. The "*Record Date*" for the payment of interest will be the 15th day of the month preceding an interest payment date. Normal transfer activities will continue after the Record Date but the interest payment on a particular Bond will be mailed to the registered owners of the Bonds as shown on the books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption Notices**. The Bank agrees to provide certain notices to the Bond owners as required to be provided by the Bank in, and upon being provided with a copy of, the resolution of the City approving the issuance, sale and delivery of the Bonds. The Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or the Bonds being redeemed at the address shown on the bond register maintained by the registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of the Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of the Bonds as to which proper notice of redemption was given.

The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If the monies for the payment of the redemption price and accrued interest are not held in separate accounts by the City or the Bank prior to sending the notice of redemption, such redemption shall be conditional on such monies being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public, or the date of general mailing of notices to Bond owners and information services), redemption date, redemption price, redemption agent and the name and address of the place where the Bonds are to be tendered, including the name and phone number of the contact person.

4. **Issuance and Transfer of the Bonds**. The Bank will issue the Bonds to registered owners, require the Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners

from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of the Bonds.

5. **Payment Deposit**. The City will transfer immediately available funds to the Bank no later than one business day prior to or, if agreed to by the parties hereto, on the date on which the interest, principal and premium payments (if any) are due on the Bonds, on the date such payments are due. The Bank shall not be responsible for payments to Bond owners from any source other than moneys transferred, or caused to be transferred, to it by the City.

6. **Collateral**. The Bank shall collateralize the funds on deposit at the Bank in accordance with ("*A.R.S.*") §§ 35-323 and 35-491.

7. **Turnaround Time**. The Bank will comply with the three business-day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Facsimile Instructions**. The Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Contract and delivered using Electronic Means; provided, however, that the City, shall provide to the Bank an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Bank Instructions using Electronic Means and the Bank in its discretion elects to act upon such Instructions, the Bank's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Bank cannot determine the identity of the actual sender of such Instructions and that the Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Bank have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Bank and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Bank, including without limitation the risk of the Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

"Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes,

passwords and/or authentication keys issued by the Bank, or another method or system specified by the Bank as available for use in connection with its services hereunder.

9. **Fee Schedule; Initial Fee**. For its services under this Contract, the City will pay the Bank in accordance with the fee schedule set forth on the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until the end of the City's fiscal year (2021/2022) is $_____ (prorated) and shall be billed by the Bank to the City after closing and paid by the City after the initial delivery of the Bonds solely from [proceeds of the Bonds]. Subsequent payments shall be made in accordance with this Contract.

10. **Costs and Expenses**. The City hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the City agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the City from any funds lawfully available therefor and the City agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

11. **Fees for Services in Subsequent Fiscal Years**. The Bank will bill the City prior to June 1, 2022, and prior to each June 1 thereafter.

12. **Hold Harmless**. The Bank shall indemnify and hold harmless the City, its Mayor and Council, the Management Services Director and all boards, commissions, officials, officers and employees of the City, individually and collectively, from direct money damages arising from the Bank's failure to perform to its standard of care as herein stated.

13. **Standard of Care Required**. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence. None of the provisions of this Contract shall require the Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

14. **Entire Contract**. This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

15. **Amendment**. The City and the Bank reserve the right to amend any individual service set forth herein or all of the services upon providing a 60 day prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be

and become successor registrar, transfer agent and paying agent under this Contract and vested with all of the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

16. **Resignation or Replacement**. The Bank may resign or the City may replace the Bank as registrar, transfer agent and paying agent at any time by giving 30 days' written notice of resignation or replacement to the City or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor registrar, transfer agent and paying agent. A successor registrar, transfer agent and paying agent will be appointed by the City; provided, that if a successor registrar, transfer agent and paying agent is not so appointed within 10 days after a notice of resignation is received by the City, the Bank may apply to any court of competent jurisdiction to appoint a successor registrar, transfer agent and paying agent.

In the event the Bank resigns or is replaced, the City reserves the right to appoint a successor registrar, transfer agent and paying agent who may qualify pursuant to A.R.S. § 35-491 *et seq.*, or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the City shall remain in full force and effect, but the Management Services Director shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder, provided that the Bank shall have been paid its fees and expenses due and owing to it, to pay the successor registrar, transfer agent and paying agent or as reimbursement if the Management Services Director acts as registrar, transfer agent and paying agent. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the City.

17. **Reports to Arizona Department of Administration**. The Bank shall make such reports to the Arizona Department of Administration or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein) pertaining to the retirement of any Bonds and of all payments of interest thereon, within thirty days of a request therefor, from the City, or its agents, to comply with the requirements of the Arizona Department of Administration (or any other party designated in applicable State law) pursuant to A.R.S. § 35-502.

18. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service. In lieu of destruction and immediately prior to the date the Bank would destroy any Bondholder or Bond payment records maintained by the Bank pursuant to this Contract, such records shall be provided to the City.

19. **Advice of Counsel and Special Consultants**. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C., or such other law firm or attorney approved by the City, for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

20. **Examination of Records**. The City, or its duly authorized agents may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the City, the Bank or the Auditor General of the State of Arizona (the "*State*").

21. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two years from its payment date, or any Bond is not presented for payment of principal at the maturity or redemption date, if applicable, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the owner thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat or unclaimed property law) following the date on which such interest or principal payment became due, whether at maturity or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the owner of such Bond arising under such Bond shall be made upon the City and shall be subject to the provisions of applicable law.

22. **Invalid Provisions**. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

23. **Mutilated, Lost or Destroyed Bonds**. With respect to the Bonds which are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the City of evidence satisfactory to the Bank and the City that such Bond was destroyed or lost, and furnishing the Bank and the City with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

24. **Conflict of Interest**. Each party gives notice to the other parties that A.R.S. § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

25. **Covenants**. The City has agreed in its authorizing resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate which may be due and owing to the United States of America. The calculation of such rebate amount may be performed by an individual or firm qualified to perform such calculations and who or which may be selected and paid by the City. If the City does not retain a consultant to do the required calculations concerning arbitrage rebate and if, in the sole discretion of the City, a rebate calculation is required to permit interest on the City's Bonds to be and remain exempt from gross income for federal income tax purposes, the City may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The City may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the City or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. This Contract shall be full authority to the City to cause to be levied and collected such amounts as may be necessary to make all rebates to the United States of America.

26. **Levy for Expenses**. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the City agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.

27. **Waiver of Trial by Jury**. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

28. **Governing Law**. This Contract is governed by the laws of the State.

29 **Transfer Expenses**. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership.

30. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or any of its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City. The City retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on this Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty.

The Bank and its subcontractors warrant to keep the papers and records open for random inspection by the City during normal business hours. The Bank and its subcontractors

shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections.

31. **No Boycott of Israel**. To the extent A.R.S. §§ 35-393 through 35-393.03 are applicable, the Bank hereby certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

32. **Counterparts**. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signature Page to Follow]

This Contract is dated and effective as of _____, 2021.

CITY OF CHANDLER, ARIZONA

By_____
Kevin Hartke, Mayor

ATTEST:

_____
Dana DeLong, City Clerk

[_____], as Bank

By_____
Authorized Representative

Attach as *Exhibit A* the fee schedule of the Bank.

[Signature page to Bond Registrar, Transfer Agent and Paying Agent Contract]

[$_____]
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2021

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. 158843)

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Chandler, Arizona (the "*City*") in connection with the issuance of its General Obligation Bonds, Series 2021 (the "*Bonds*"). In consideration of the initial sale and delivery of the Bonds, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Bondholders (as defined herein) and in order to assist the Participating Underwriter (as defined herein) in complying with the Rule (as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized bond counsel as may be selected by the City.

"*Bondholder*" shall mean any registered owner or beneficial owner of the Bonds.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), except that "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____, 2021] relating to the Bonds.

"*Participating Underwriter*" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. **Provision of Annual Reports**.

(a) The City shall, or shall cause the Dissemination Agent to, not later than February 1 of each year (the "*Filing Date*"), commencing February 1, 2022, provide electronically to MSRB, in a format prescribed by MSRB, an Annual Report for the fiscal year ending on the preceding June 30 which is consistent with the requirements of Section 4 of this Disclosure Certificate. Should the City's fiscal year change to something other than July 1 to June 30, then the Annual Report will be provided not later than seven months after the end of such fiscal year. Currently, filings are required to be made with EMMA. Notice of any such change in the City's fiscal year will be filed with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than such Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following subsections of the Official Statement:

(1) Estimated Net Full Cash Value and Assessed Values;
(2) Statements of Bonds Outstanding;
(3) Property Tax Assessment Ratios;
(4) Real and Secured Property Taxes Levied and Collected;
(5) Direct and Overlapping Tax Rates per $100 Assessed Valuation;
(6) Property Value by Property Classification;
(7) Net Limited Property Assessed Valuation of Major Taxpayers.

(C) In the event of an amendment pursuant to Section 8 hereof not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial Statements included within the Official Statement.

Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Bonds. The City shall in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of Bondholders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

"Materiality" will be determined in accordance with the applicable federal securities law.

Note to Section 5(a)(xii): For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Bondholders, as determined by Bond Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Bondholder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Bonds or the resolution authorizing the Bonds.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Bond Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Bondholders, and shall create no rights in any other person or entity.

Section 15. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signatures on following page]

Date: _____, 2021.

CITY OF CHANDLER, ARIZONA

By_____
Its Management Services Director

[Signature page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] General Obligation Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated [_____, 2021]. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

City of Chandler, Arizona

By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] General Obligation Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [_____, 2021], with respect to the above-named Bonds. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

City of Chandler, Arizona

By_____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] General Obligation Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated [_____, 2021].

Dated: _____

City of Chandler, Arizona

By_____
Its _____

PRELIMINARY OFFICIAL STATEMENT DATED _____ __, 2021

NEW ISSUE – BOOK-ENTRY-ONLY

RATINGS: **Fitch:** **"___"**
Moody's: **"___"**
S&P: **"___"**
See "RATINGS" herein

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City as mentioned under "TAX EXEMPTION" herein, interest income on the Bonds will be excluded from gross income for federal income tax purposes. Interest income on the Bonds will not be an item of preference to be included in the alternative minimum tax. In the opinion of Bond Counsel, interest income on the Bonds is exempt from Arizona income taxes. See "TAX EXEMPTION," "ORIGINAL ISSUE PREMIUM" and "ORIGINAL ISSUE DISCOUNT" herein.

$33,375,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2021

Dated: Date of Initial Delivery **Due:** July 1, as shown on the inside front cover page

The City of Chandler, Arizona (the "City") will issue its $33,375,000* aggregate principal amount of General Obligation Bonds, Series 2021 (the "Bonds") for the purpose of (i) acquiring and constructing improvements to parks and recreation facilities, streets, and storm water management systems and (ii) paying the costs of issuance of the Bonds.

Purchases of beneficial ownership interests in the Bonds will be made in book-entry-only form through The Depository Trust Company ("DTC") participants only in amounts of $5,000 of principal due on specific maturity dates or integral multiples thereof. Purchasers will not receive certificates representing their beneficial interests in the Bonds. See APPENDIX E – "BOOK-ENTRY-ONLY SYSTEM." The principal of, premium, if any, and interest on the Bonds will be paid by U.S. Bank National Association to Cede & Co., as long as Cede & Co. is the registered owner of the Bonds. Disbursement of such payments to the DTC participants is the responsibility of DTC, and disbursement of such payments to the purchasers of beneficial ownership interests in the Bonds is the responsibility of DTC participants and Indirect Participants (as defined herein), as more fully described herein. The City and DTC each reserve the right to discontinue the book-entry-only system at any time.

See Maturity Schedule on Inside Front Cover Page

The Bonds will mature on the dates and in the principal amounts set forth on the inside front cover page. Interest on the Bonds will be payable semiannually on January 1 and July 1, commencing July 1, 2022*.

The Bonds will not be subject to redemption by the District prior to their stated maturity dates.

Upon their issuance, the Bonds will be direct, general obligations of the City, payable as to both principal and interest from ad valorem taxes levied against all taxable property within the City without limit as to rate or amount. See "THE BONDS – Security For and Sources of Payment of the Bonds" herein.

Proposals for the Bonds may be submitted solely as an electronic bid using the facilities of PARITY® up to and including the hour of 9:00 A.M., Mountain Standard Time ("MST"), on _____ __, 2021*. See "NOTICE INVITING BIDS FOR THE PURCHASE OF BONDS" for the Bonds herein.

The Bonds are offered when, as and if issued by the City, subject to the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, as to validity and tax exemption on the Bonds. It is expected that the Bonds, in book-entry-only form, will be available for delivery in book-entry-only form through the facilities of DTC on or about _____ ___, 2021*.

This cover page contains certain information for quick reference only. It is not a summary of this issue of which the Bonds are a part. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Bonds.

* Preliminary, subject to change.

$33,375,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2021

MATURITY SCHEDULE*

Maturity Date (July 1)	Principal Amount	Interest Rate	Price or Yield	CUSIP® No. 158843(a)
2022	$12,670,000	%	%	
2023	13,725,000			
2024	3,750,000			
2025	1,300,000			
2026	650,000			
2027	645,000			
2028	635,000			

(a) CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2021 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, Bond Counsel the Financial Advisor (each as defined herein) or their agents or counsel assume responsibility for the accuracy of such numbers.

* Preliminary, subject to change.

CITY OF CHANDLER, ARIZONA

CITY COUNCIL

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

CITY ADMINISTRATIVE OFFICERS

Joshua Wright, *City Manager*
Debra Stapleton, *Assistant City Manager*
Dawn Lang, *Management Services Director*
Kelly Schwab, *City Attorney/Risk Manager*
Dana DeLong, *City Clerk*

BOND COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

FINANCIAL ADVISOR

Piper Sandler & Co.
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT

U.S. Bank National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement does not constitute an offering of any security other than the City of Chandler, Arizona (the "City") General Obligation Bonds, Series 2021 (the "Bonds"), identified on the inside front cover page hereof. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall be no sale of the Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing.

The information set forth in this Official Statement has been provided by the City, Maricopa County, the State of Arizona Department of Revenue and other sources which are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City or Piper Sandler & Co. (the "Financial Advisor"). The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. All estimates and assumptions contained herein have been based on the latest information available and are believed to be reliable, but no representations are made that such estimates and assumptions are correct, will be realized or will be repeated in the future. The information and any expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any other parties or matters described herein since the date thereof.

The sale and issuance of the Bonds will not be registered under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Arizona Securities Act in reliance upon exemptions provided under such acts for the sale and issuance of securities such as the Bonds. The Bonds will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, State or other government entity or agency will have passed upon the merits of the Bonds or the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

None of the City, the Financial Advisor and Bond Counsel (as defined herein) are actuaries, nor have any of them performed any actuarial or other analysis of the City's unfunded liabilities under the Arizona Public Safety Retirement System, the Arizona State Retirement System or the Elected Officials' Retirement Plan.

A wide variety of other information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

The information contained herein in APPENDIX E – "BOOK-ENTRY-ONLY SYSTEM" has been furnished by The Depository Trust Company and no representation has been made by the City, the Financial Advisor or any of their counsel or agents, as to the accuracy or completeness of such information.

The City will covenant to provide continuing disclosure as described in this Official Statement under "CONTINUING SECONDARY MARKET DISCLOSURE" and in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE," pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission.

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$33,375,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2021

NOTICE INVITING BIDS FOR THE PURCHASE OF BONDS

NOTICE IS HEREBY GIVEN that unconditional bids will be received to and including the hour of 8:00 a.m., Mountain Standard Time ("*MST*"), on _____ ___, 2021* by the City of Chandler, Arizona (the *"City*"), for the purchase of all, but not less than all, of $33,375,000* aggregate principal amount of its General Obligation Bonds, Series 2021 (the "*Bonds*"). A bid may be submitted only through the facilities of PARITY® ("*PARITY*"). Submission of bids is further discussed below. The Management Services Director will announce the bids received and will award the contract for the purchase of bonds to the winning bidder at such time.

The City reserves the right to continue the date for receipt of bids. If the date for receipt of bids is continued, the City will give notice of the continuance by PARITY at *www.ipreo.com*, prior to 11:00 a.m. MST on the business day prior to _____ ___, 2021*.

The Bonds will be dated the date of initial issuance and delivery, and will bear interest from the date of the Bonds to the maturity of each of the Bonds at a rate or rates per annum of not to exceed five percent (5.00%)*. Interest on the Bonds shall be payable semiannually each year on January 1 and July 1 during the term of each of the Bonds, commencing July 1, 2022*. The Bonds shall mature on July 1 in the years and in the principal amounts as follows:

Date (July 1)	Principal Amount*
2022	$ 12,670,000
2023	13,725,000
2024	3,750,000
2025	1,300,000
2026	650,000
2027	645,000
2028	635,000

ADJUSTMENT OF BONDS AFTER RECEIPT OF BIDS: *The aggregate principal amount of the Bonds is preliminary and subject to change. The City reserves the right to adjust the aggregate principal amount of Bonds for which proposals are being solicited by an amount up to $3,300,000. The bid price paid by the winning bidder will be adjusted to reflect any change in the aggregate principal amount of the Bonds. Such adjusted bid will reflect changes in the dollar amount of the underwriting discount and original issue discount/premium, but will not change the underwriting discount percentage based on the bid price in the winning bid and the initial reoffering prices. The interest rates specified by the winning bidder for each maturity at the initial reoffering price will not change. The winning bidder may not withdraw its bid as a result of any changes made within these limits. A representative of the City will notify the winning bidder of the final principal maturity amounts and the resulting adjusted purchase price no later than 12:00 p.m., MST, on the date of award of the Bonds.*

TIME FOR RECEIPT OF BIDS: Bids will be received to and including the hour of 8:00 a.m., MST, on _____ __, 2021*, unless the sale is postponed. The time maintained by PARITY shall constitute the official time.

* Preliminary, subject to change.

ELECTRONIC BIDDING PROCEDURES: All bids must be submitted through the facilities of PARITY in accordance with this Notice Inviting Bids for the Purchase of Bonds (this "*Notice*") by 9:00 a.m., MST, on _____, 2021*. The normal fee for the use of PARITY may be obtained from PARITY and such fee will be the responsibility of each bidder. All bids must be submitted on the official bid form that resides on the PARITY system (the "*Official Bid Form*"), without alteration or interlineation. Subscription to Ipreo's BiDCOMP Competitive Bidding System is required in order to submit a bid. The City will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. The City is using PARITY as a communication media, and not as the City's agent, to conduct electronic bidding for the Bonds.

All bids made through the facilities of PARITY shall be deemed irrevocable offers to purchase the Bonds on the terms provided in this Notice and shall be binding upon the entity making the bid as if made by a signed, sealed bid delivered as stated above. The City and the Financial Advisor assume no responsibility or liability for bids submitted through PARITY. Neither the City nor the Financial Advisor shall be responsible for any malfunction or mistake made by, or as result of the use of the electronic bidding facilities provided and maintained by, PARITY. The use of PARITY is at the sole risk of the prospective bidders.

If any provisions of this Notice conflict with information provided by PARITY, as the approved provider of electronic bidding services, this Notice shall control. Further information about PARITY, including any fee charged, may be obtained from BiDCOMP/PARITY, c/o Ipreo, at 1359 Broadway, 2nd Floor, New York, New York 10018, telephone number (212) 849-5021.

Bidders are requested to state in their bids the true interest cost to the City, as described under "AWARD AND DELIVERY" herein. All bids shall be deemed to incorporate the provisions of this Notice in the Official Bid Form.

AWARD AND DELIVERY: Unless all bids are rejected, the Bonds will be awarded to the bidder whose proposal results in the lowest true interest cost to the City. The true interest cost will be computed by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from their respective payment dates to the dated date of the Bonds and the price bid, including any premium or discount. In the event that two or more bidders bid the same true interest cost, the award will be made by lot. Delivery of the Bonds will be made to the winning bidder upon payment in federal or other immediately available funds at the offices of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel to the City ("*Bond Counsel*"), or, at the winning bidder's request and expense, at any other place mutually agreeable to the City and the winning bidder.

PURPOSE: The Bonds are being issued for the purpose of (i) acquiring and constructing improvements to parks and recreation facilities, streets, and storm water management systems and (ii) paying the costs of issuance of the Bonds.

INTEREST RATES: Bids for the purchase of the Bonds must state the rate or rates of interest to be paid. No bid at a price less than the par value of the Bonds, together with all accrued interest thereon at the date of delivery of the Bonds, will be considered. All Bonds of the same maturity must bear the same rate of interest. The highest rate bid shall not exceed the lowest rate bid by more than two percent (2.00%) per annum. Bids must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent. Interest will be calculated on the basis of a year comprised of three hundred sixty (360) days consisting of twelve (12) months of thirty (30) days each.

Any interest rate bid which would result in an interest payment amount having fractional cents will be deemed a waiver of the right to payment of such fractional cents. No fractional cents will be paid or accumulated for payment on any Bond.

ESTABLISHMENT OF ISSUE PRICE OF THE BONDS: The winning bidder shall assist the City in establishing the issue price of the Bonds as more fully described herein. All actions to be taken by the City under this Notice to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor and any notice or report to be provided to the City may be provided to the Financial Advisor.

* Preliminary, subject to change.

Anticipated Compliance with Competitive Sale Requirements. The City anticipates that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "*competitive sale requirements*") because:

- the City shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- all bidders shall have an equal opportunity to bid;
- the City expects to receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice. Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

City Intention to Apply the Hold-the-Offering-Price Rule if Competitive Sale Requirements are Not Met. In the event that the competitive sale requirements are not satisfied with respect to the Bonds, the City intends to treat the initial offering prices of the Bonds to the public as the issue price of such Bonds (the "*hold-the-offering-price rule*"), in each case applied on a maturity-by-maturity basis.

Bidder Right to Cancel if the City Elects to Apply Hold-the-Offering-Price Rule. In the event the competitive sale requirements are not satisfied, the prospective winning bid shall be cancelled and deemed withdrawn UNLESS the prospective winning bidder affirmatively confirms its bid and agrees to comply with the hold-the-offering-price rule, in the manner described below.

No award shall be made to the prospective winning bidder and the prospective winning bidder's bid shall be cancelled and deemed withdrawn unless and until the prospective winning bidder has affirmatively confirmed its bid and agreed to comply with the hold-the-offering-price rule. The prospective winning bidder must provide written confirmation to the City no later than sixty (60) minutes after receiving notification that the City has determined to apply the hold-the-offering-price rule to the Bonds.

If the prospective winning bidder does not provide its confirmation within the required time period, the prospective winning bidder's bid shall be cancelled and deemed to be withdrawn. The City thereupon may award the Bonds to another bidder, provided that the new prospective winning bidder confirms its bid and agrees to comply with the hold-the-offering-price rule, or the City may reject all bids and cancel the sale of the Bonds, as set forth in this Notice.

Application of the Hold-the-Offering-Price Rule. If the competitive sale requirements are not satisfied, then the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date of award at the offering price or prices (the "*initial offering price*"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- the close of the fifth (5th) business day after the sale date; or
- the date on which the underwriters have sold at least ten percent (10%) of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the City when the underwriters have sold ten percent (10%) of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the ten percent (10%) test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule if and for

so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the ten percent (10%) test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

The City acknowledges that, in making the agreements and representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

Definitions. Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice. Further, for purposes of this Notice and this section entitled "ESTABLISHMENT OF ISSUE PRICE OF THE BONDS":

- "public" means any person other than an underwriter or a related party,
- "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least fifty percent (50%) common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than fifty percent (50%) common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than fifty percent (50%) common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- "sale date" means the date that the Bonds are awarded by the City to the winning bidder.

BOOK-ENTRY-ONLY SYSTEM: The Bonds will be initially issued to, and registered in the name of, Cede & Co., as nominee of The Depository Trust Company, New York, New York ("*DTC*"). DTC will act as the securities depository of the Bonds for a book-entry-only system (the "*Book-Entry-Only System*"). Under the Book-Entry-Only System, beneficial ownership interests in the Bonds will be available in book-entry form only through direct or indirect DTC participants.

Ownership interests in the Bonds may be purchased in denominations of $5,000 of principal amount due on a specific maturity date or integral multiples thereof.

Transfers of beneficial ownership interest in the Bonds will be accomplished by book entries made by DTC and the DTC participants or indirect DTC participants who act on behalf of the beneficial owners ("*Beneficial Owners*"). For every transfer and exchange of a beneficial interest in the Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Registrar (as defined herein), the paying agent and the City and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is not a successor securities depository), physical certificates representing the Bonds will be executed and delivered. In addition, the City may determine to discontinue the Book-Entry-Only System transfers through DTC (or a successor securities depository). In such event, physical certificates representing the Bonds will be registered in the names of the Beneficial Owners and executed and delivered. Upon registration of Bonds in the Beneficial Owner's name, the Beneficial Owners will become the owners of the Bonds (the "*Owners*") for all purposes, including the receipt of principal and interest payments and notices with respect to the Bonds.

For a more detailed description of the Book-Entry-Only System, see the information in the Preliminary Official Statement (as defined herein) relating to the Bonds entitled "Book-Entry-Only System."

OPTIONAL REDEMPTION: The Bonds are not subject to call for redemption prior to maturity.

INFORMATION FROM WINNING BIDDER: The winning bidder for the Bonds will be required to provide the City with a certificate in a form acceptable to Bond Counsel, which certificate shall state the issue price of the Bonds consistent with the foregoing.

FORM OF BID AND GOOD FAITH DEPOSIT: The prescribed Official Bid Form for the Bonds will be available on the PARITY system and all bids must be submitted on the Official Bid Form. The winning bidder shall deliver a good faith deposit in the amount of $575,000.00 (the "*Deposit*"), in the form of either of the following: (i) a certified or cashier's check payable to the City or (ii) a wire transfer to the City, delivered to the City within twenty-four (24) hours of notification of the award. The winning bidder shall be solely responsible for the timely delivery of their Deposit whether by check or wire transfer. Neither the City nor the Financial Advisor has any liability for delays in the transmission of the Deposit.

The Deposit made by **certified or cashier's check** should be made payable to the City and delivered to City of Chandler, Arizona, Attn: Management Services Director, 175 S. Arizona Avenue, Chandler, Arizona 85225.

The Deposit sent via **wire** transfer should be sent to the City. The wire instructions will be provided to the winning bidder upon award.

Contemporaneously with such wire transfer, the bidder shall send an e-mail to the Management Services Director (e-mail address: dawn.lang@chandleraz.gov) and to the Financial Advisor (e-mail address: william.davis@psc.com), including the following information; (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer, (iii) the issue to which it applies, and (iv) federal reference number.

The Deposit received from the winning bidder, the amount of which will be deducted at settlement, will be deposited by the City and no interest will accrue to the winning bidder. In the event the winning bidder fails to comply with the accepted bid, said amount will be retained by the City as liquidated damages.

REGISTRATION AND TRANSFER: U.S. Bank National Association, will serve as bond registrar and paying agent with respect to the Bonds (the "*Registrar*"). If the Book-Entry-Only System is discontinued, the Registrar will administer registration and transfer of the Bonds and the Bonds will be transferable only upon the bond register to be maintained by the successor Registrar upon surrender to the Registrar. The Registrar may be changed without notice to any Owner or Beneficial Owner of the Bonds.

PAYMENT OF BONDS: So long as the Bonds are held under the Book-Entry-Only System, all payments of principal, interest and premium, if any, shall be paid to DTC. If the Book-Entry-Only System is discontinued, interest on the Bonds shall be payable by check (unless the Owner of the Bonds is eligible for payment by wire transfer) mailed on or prior to the interest payment date to the registered Owners of such Bonds at the addresses of such Owners as they appear on the books of the Registrar on the fifteenth (15th) day of the month preceding the date such interest comes due. Principal of and premium, if any, on the Bonds shall be paid when due upon surrender of such Bonds at the designated corporate trust office of the Registrar (unless the Owner of the Bonds is eligible for payment by wire transfer). If the Book-Entry-Only System is discontinued, upon prior written request made at least twenty (20) days prior to an interest payment date by a registered Owner of at least $1,000,000 in principal amount of Bonds outstanding, all payments of interest and, and if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

Notwithstanding any other provision hereof, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to the Book-Entry-Only System may be paid by the Registrar by wire transfer in "same day funds."

RECORD DATE: So long as the Bonds are held under the Book-Entry-Only System, payments of principal and interest shall be paid to DTC. If the Book-Entry-Only System is discontinued, the record date for determination of ownership for payment of interest shall be the fifteenth (15th) day of the calendar month prior to an interest payment date. The Registrar shall pay interest to the Owners of record on the record date notwithstanding that transfers of ownership may occur on any Bond between the record date and the next interest payment date.

SECURITY: Principal of and interest on the Bonds are secured by a continuing, direct ad valorem tax levied against all of the taxable property located within the boundaries of the City without limit as to rate or amount. Arizona Revised Statutes Section 35-458 provides that general obligation bonds issued by a political subdivision of Arizona, such as the Bonds, are secured by a statutory lien on the ad valorem taxes levied and collected to pay principal of and interest on such bonds, including the Bonds, irrespective of whether the political subdivision's creditors and all other parties asserting any rights in the ad valorem tax revenues have notice of the lien, without the need for any physical delivery, recordation or filing. Such lien is binding from the time of issuance of the Bonds, and the revenues received pursuant to the levy of property taxes are immediately subject to the lien.

RIGHT OF REJECTION: The City reserves the right, in its discretion, to reject any and all bids received and to waive any irregularity or informality in the bids, except that the time for receiving bids shall be of the essence.

CUSIP NUMBERS: CUSIP numbers will be placed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the sale. No CUSIP numbers will be deemed to be a part of any Bond or of the contract evidenced thereby. All expenses of printing CUSIP numbers on the Bonds will be paid by the City, but the CUSIP Service Bureau charge for the assignment of CUSIP numbers will be paid by the winning bidder of the Bonds.

COST OF BOND FORMS: The City shall bear the cost of printing of the Bonds and will furnish fully executed Bonds, registered in the name of the winning bidder or nominees, to the winning bidder upon payment therefor.

CANCELLATION: Bidders are to take notice that, pursuant to Arizona law, if, within three (3) years from the award of the contract to purchase the Bonds, any person who was significantly involved in initiating, negotiating, securing, drafting or creating the contract for the purchase of the Bonds on behalf of the City becomes an employee or agent of the winning bidder in any capacity or a consultant to the winning bidder with respect to the contract for the purchase of the Bonds, the City may cancel the contract without penalty or further obligation by the City. In addition to such cancellation, the City may recoup any fees or commissions paid or due to any person who was significantly involved in initiating, negotiating, securing, drafting or creating the contract for the purchase of the Bonds on behalf of the City.

LEGAL OPINION: The Bonds are sold with the understanding that the City will furnish the winning bidder with the approving opinion of Bond Counsel. An undated copy of such opinion is available for review in the preliminary official statement (the "Preliminary Official Statement") pertaining to the Bonds. Said attorneys have been retained by the City as Bond Counsel and in such capacity are to render their opinion only upon the legality of the Bonds under Arizona law and on the exemption of the interest income on such Bonds from federal and State of Arizona income taxes (see "TAX-EXEMPT STATUS" below). Fees of Bond Counsel for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the Bonds, Bond Counsel has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a proposal for the Bonds, each bidder agrees to the representation of the City by Bond Counsel.

TAX-EXEMPT STATUS: In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City, interest income on the Bonds is excluded from gross income for purposes of calculating federal income taxes and is exempt from Arizona income taxes.

Should changes in the law cause Bond Counsel's opinion to change prior to delivery of the Bonds to the winning bidder, the winning bidder will not be obligated to pick up and pay for the Bonds, and the winning bidder's Deposit will be returned.

BONDS NOT QUALIFIED TAX-EXEMPT OBLIGATIONS: The Bonds will not be "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*").

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL; DELIVERY OF FINAL OFFICIAL STATEMENT: The City will deem the Preliminary Official Statement provided in connection with the sale of the Bonds to be final as of its date, as required by Section 240.15c2-12, General Rules and Regulations, Securities Exchange Commission Act of 1934 (the "*Rule*"), except for the omission of offering prices, selling compensation, delivery dates, terms to be specified in the winning bidder's proposal, ratings, other terms depending on such matters and the identity of the winning bidder, all as may be necessary for the City to complete a final official statement (the "Official Statement").

Within twenty-four (24) hours after the award of the Bonds, the winning bidder must provide the City with all necessary offering price information, selling compensation information, all other terms of the sale which depend on such matters and any underwriter information, all as may be necessary to complete the Official Statement.

Within seven (7) business days after the award of the Bonds, the City will provide the winning bidder with the Official Statement in an electronic format as prescribed by the MSRB at no cost. The Official Statement will be in substantially the same form as the Preliminary Official Statement with such additions, deletions or revisions as the City deems necessary.

The City will deliver at closing an executed certificate stating that as of the date of delivery the information contained in the Official Statement, including any supplement, relating to the City and the Bonds is true and correct in all material respects and that such Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE: In connection with the issuance of the Bonds, the City will deliver a continuing disclosure certificate for purposes of the Rule as hereinafter described and as described in the Official Statement. The City will agree, as described in the Official Statement, to provide or cause to be provided (i) certain annual financial information and operating data (the "*Annual Information*") for the preceding fiscal year, (ii) the City's audited financial statements, (iii) timely notice, not in excess of ten (10) business days after the occurrence of certain listed events with respect to the Bonds, and (iv) timely notice of any failure by the City to provide its Annual Information within the time specified in that certificate. See the more complete description of the certificate in the Official Statement. The City has established procedures to ensure timely and proper filing of its Annual Information.

NO LITIGATION AND NON-ARBITRAGE: The City will deliver a certificate to the effect, except as otherwise described in the Preliminary Official Statement or the Official Statement, that no litigation is pending affecting the issuance and sale of the Bonds. The City will also deliver an arbitrage certificate covering its reasonable expectations concerning the Bonds.

ADDITIONAL INFORMATION: Copies of the Official Bid Form and Notice Inviting Bids for the Purchase of Bonds and the Official Statement will be furnished to any bidder upon request made to the Clerk of the City of Chandler, Arizona; or to Piper Sandler & Co., 2525 E. Camelback Road, Suite 950, Phoenix, AZ 85016, telephone (602) 808-5428, Financial Advisor to the City.

CITY OF CHANDLER, ARIZONA

OFFICIAL STATEMENT

$33,375,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2021

INTRODUCTORY STATEMENT

The Official Statement, which includes the cover page, inside front cover page and the appendices hereto (the "Official Statement"), has been prepared in connection with the original sale and issuance by the City of Chandler, Arizona (the "City") of its $33,375,000* aggregate principal amount of General Obligation Bonds, Series 2021 (the "Bonds").

The City expects to offer $48,610,000* General Obligation Refunding, Taxable Series 2021 (the "Series 2021 GO Refunding Bonds"), and $95,265,000* Excise Tax Revenue Refunding Obligations, Taxable Series 2021 (the "Series 2021 Excise Tax Refunding Obligations"), pursuant to separate official statements in November 2021.

The Bonds will be issued in the form of fully registered bonds, registered in the name Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the securities depository for the Bonds.

All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from revenues, taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes (the "Arizona Revised Statutes" or "A.R.S."), or uncodified, or of the Arizona constitution (the "Arizona Constitution") or the Charter of the City (the "Charter") are references to those current provisions. Those provisions may be amended, repealed or supplemented.

As used in this Official Statement "debt service" means principal and interest on the obligations referred to, "County" means Maricopa County, Arizona and "State" or "Arizona" means the State of Arizona. Initial capitals denote terms defined herein.

THE BONDS

Authorization and Purpose – Bonds

The Bonds will be issued pursuant to the Arizona Constitution and laws of the State, and under the provisions of Resolution No. ____ authorizing issuance of the Bonds adopted by the Mayor and City Council of the City on _____, 2021 (the "Bond Resolution"). The Bonds were authorized by the qualified electors of the City voting at special bond elections held on May 20, 1997, May 15, 2007, and November 2, 2021.

The Bonds are being issued in order to provide funds for the purpose of (i) acquiring and constructing improvements to parks and recreation facilities, streets, and storm water management systems and (ii) paying the costs of issuance of the Bonds.

* Preliminary, subject to change.

Authorized and Unissued Bonds

The City expects to issue additional general obligation bonds in the future pursuant to existing and future voted bond authorizations. Such bonds may be secured by, and payable from, the same levy of ad valorem taxes as the Bonds and all other outstanding general obligation bonds of the City. Following the sale of the Bonds, the City will have $150,180,000* aggregate principal amount of general obligation bonds authorized but unissued, pursuant to voter approvals given at special bond elections held on May 16, 1989, May 18, 1993, May 20, 1997, May 18, 2004, May 15, 2007 and November 2, 2021.

General Provisions

The Bonds will be dated as of the date of initial delivery. The Bonds will mature on the dates and in the principal amounts set forth on the inside front cover page of this Official Statement. Interest on the Bonds will be payable semiannually on January 1 and July 1 commencing July 1, 2022* (each, an "Interest Payment Date") and thereafter until maturity or prior redemption. See "THE BONDS – Redemption Provisions" herein.

The Bonds are issuable only in fully registered form in the name of Cede & Co., as nominee of DTC (see APPENDIX E – "BOOK-ENTRY-ONLY SYSTEM"). Beneficial ownership interests in the Bonds may be purchased in book-entry-only form through DTC Participants (as defined in APPENDIX E hereto) only in amounts of $5,000 of principal due on specific maturity dates or integral multiples thereof. So long as DTC, or its nominee, Cede & Co., is the registered owner of all of the Bonds, all payments on the Bonds will be made directly to DTC and all references herein to "Owners" or registered owners of the Bonds (other than under the headings "TAX EXEMPTION," "ORIGINAL ISSUE PREMIUM" and "ORIGINAL ISSUE DISCOUNT") shall mean Cede & Co., and shall not mean the owners of beneficial interests in the Bonds. When notices are given, such notices shall be sent by the City or the Bond Registrar and Paying Agent (as defined below) to DTC only.

Bond Registrar and Paying Agent*

U.S. Bank National Association, will serve as the initial bond registrar and paying agent (the "Bond Registrar and Paying Agent") for the Bonds. The City may change the Bond Registrar and Paying Agent without notice or consent of the registered owners of the Bonds.

No Prior Redemption

The Bonds will not be subject to redemption prior to their stated maturity dates.

Mutilated, Lost or Destroyed Bonds

If the book-entry-only system described above is discontinued, and any Bond becomes mutilated, destroyed or lost, the City will cause to be executed and delivered a new Bond, of like type, date, maturity and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond, or in lieu of and in series substitution for such Bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the City in connection therewith and, in the case of a Bond destroyed or lost, filing with the Bond Registrar and Paying Agent by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent that such Bond was destroyed or lost and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to A.R.S. Section 47-8405.

Registration and Transfer

So long as the book-entry-only system is in effect, the Bonds will not be transferred. If the book-entry-only system is discontinued, the Bonds will be transferred only upon the bond register maintained by the Bond Registrar and Paying Agent and one or more new Bonds, registered in the name of the transferee, of the same principal amount, maturity and rate of interest as the surrendered Bonds will be authenticated, upon surrender to the Bond Registrar and Paying Agent of the Bond or Bonds to be transferred, together with an appropriate instrument of transfer executed by the transferor if the Bond Registrar and Paying Agent's requirements for transfer are met. The City has chosen the 15th day of the month preceding an Interest Payment Date. The Bond Registrar and Paying Agent may, but will not be required to, transfer or exchange any Bonds during the period from the Record Date to and including the next respective Interest Payment Date. The Bond Registrar and Paying Agent may, but will not be required to, transfer or exchange any Bonds which have been

selected for redemption. If the Bond Registrar and Paying Agent transfers or exchanges Bonds within the periods referred to above, the interest payment on such Bonds will be made payable to and mailed to the owners shown on the bond register maintained by the Bond Registrar and Paying Agent as of the close of business on the respective Record Date.

If the book-entry-only system is discontinued, the transferor will be responsible for all transfer fees, taxes, and any other costs relating to the transfer of ownership of individual Bonds.

Security For and Sources of Payment of the Bonds

The Bonds are direct, general obligations of the City and are payable as to both principal and interest from an ad valorem tax levied against all of the taxable property located within the boundaries of the City. The Bonds are payable from such a tax without limit as to rate or amount. A record of property taxes levied and collected for the City for the most recent five fiscal years may be found in APPENDIX B – "CITY OF CHANDLER, ARIZONA – FINANCIAL DATA," attached hereto. The proceeds of such taxes will be kept by the City in a debt service fund comprised of an interest fund and redemption fund, and by law may be used only for payment of principal, interest, premium, if any, and costs of the Bonds.

Following collection and deposit of the proceeds of the taxes into the debt service fund, the City may invest such proceeds in investments comprised of, with certain restrictions, federally insured savings accounts or certificates of deposit from eligible depositories; collateralized repurchase agreements; obligations issued or guaranteed by the United States or any agency or instrumentality thereof; obligations of Arizona or any Arizona county, city (including the City), town or school district; revenue bonds of any Arizona county, municipality or municipal utility or special district; obligations of any Arizona local improvement district payable from property assessments; the local government investment pool established by the State Treasurer pursuant to A.R.S. Section 35-326; and commercial paper of prime quality that is rated within the top two ratings by a nationally recognized rating agency. All commercial paper must be issued by corporations organized and doing business in the United States.

COVID-19

The outbreak and spread of the novel strain of coronavirus, Coronavirus Disease 2019 ("COVID-19"), which has been designated a global pandemic by the World Health Organization, is negatively affecting local, state and global economies. While economic activity is adversely impacted as governments, businesses and citizens react to, plan for, and try to prevent or slow further transmission of the virus, this adverse economic impact is somewhat mitigated by federal stimulus packages and state and local laws and programs to support business activity. Financial markets, including the stock markets in the United States and globally, have seen significant volatility and declines attributed to COVID-19 concerns. On March 11, 2020, as part of the State's response to address the outbreak, Arizona Governor, Doug Ducey (the "Governor"), declared a state of emergency. On March 13, 2020, President Donald Trump declared a national emergency, freeing up funding for federal assistance to state and local governments. An initial State of Arizona stay home Executive Order expired after six weeks on May 15, 2020. The Governor has since issued several executive orders in response to then-current virus conditions. These orders cover topics including physical distancing, virus testing and reporting, contact tracing, face coverings, closing and reopening of business operation, large gatherings, the start of the 2020/21 school year and vaccine distribution.

On June 29, 2020, the Governor issued Executive Order 2020-43 (Slowing the Spread of COVID-19) originally pausing until July 27, 2020 the operations of bars, gyms, movie theatres, water parks, and tubing rentals (to be reviewed every two weeks); and delaying the start of in-person K-12 education until August 17, 2020. After further increases in COVID-19 cases and hospitalizations in the State, the Governor announced and issued on July 9, 2020 Executive Order 2020-47 (Limiting Indoor Dining), limiting indoor dining at restaurants to less than 50% occupancy. The order pausing operations of the previously specified activities was extended on July 23, 2020. On August 6, for schools, and on August 10, for paused businesses, the Arizona Department of Health Services released benchmarks for achieving phased, safe in-person reopenings. The benchmarks, with minimal, moderate and substantial condition categories, address, by county for a two-week period, weekly average cases per 100,000 population; diagnostic test percent positivity; and COVID-19-like-illness as a percent of hospital visits. On March 5, 2021, the Governor issued Executive Order 2021-05 allowing specific business occupancy percentage limitations to expire while leaving physical distancing and mask protocols in place. Additionally, Executive Order 2021-05 allows for Major League Sports to operate with approval of safety precautions and physical distancing.

Most recently, on March 25, 2021, the Governor issued an order ("Executive Order 2021-06") that rescinded all prior limits on organized public events and capacity and spacing requirements at restaurants. Executive Order 2021-06 also prohibits counties, cities and towns from making or issuing any order, rule or regulation that conflicts with Executive Order 2021-06 or any other executive order relating to COVID-19, including any county, city or town mandate on the use of face coverings.

Vaccine distribution is underway in the State. Executive Order 2020-58 requires all insurers regulated by the State to waive all cost sharing requirements for consumers.

The City has already received approximately $33,300,000 in various grants to support operations related to COVID-19 and is actively looking for and will apply for additional grant awards as they may become available. Additionally, the City has already received $29,983,456 through the State from the Coronavirus Aid, Relief and Economic Security Act passed by the U.S. Congress and enacted into law in March 2020. The funding is designed to cover public safety expenditures which freed up resources in the General Fund.

The fiscal year 2021-22 adopted budget used conservative revenue projections and expenditure levels that reflect the return to a more normal revenue year as the impacts of expected revenue decreases related to COVID-19 did not come to fruition in FY 2020-21. It is possible that the full financial impact of COVID-19 on the City, its economy, and its financial position could change significantly as circumstances evolve. The City will continue to monitor events as they occur, especially those that may have a significant impact on the City's budget and finances and take appropriate action where necessary.

While the City does not currently anticipate a material effect on the collection of property taxes, which is a significant revenue source for operating purposes and which may be available, but is not pledged or required as a source, for making the Payments, should adverse economic conditions lead to an increase in unemployment rates for residents in the City, property tax collection rates within the City could be adversely affected.

City sales tax collections and other collections dependent on local business activity or tourism, which are another significant revenue source for operating purposes and a source for making the Payments, may be materially adversely affected by the continued spread of COVID-19 and ongoing public health policy and State restrictions related to various business operations. The City, however, cannot predict the effect the continued spread of COVID-19 will have on its sales tax collections, which could have a negative impact on the City's ability to pay operating expenses or the Payments.

The State's finances are likely to be adversely affected by the continued spread of COVID-19, the various governmental actions taken in response thereto and changes in the behavior of businesses and people, which all could affect the amount of State Shared Revenues distributed to municipalities, including the City.

The City, however, cannot predict how the spread of COVID-19, the ongoing public health policy and State restrictions, or the various governmental or private actions taken in response thereto will affect its finances or operations, including the receipt of State Shared Revenues, City sales taxes and property tax collections.

SOURCES AND USES OF FUNDS

Sources of Funds

Principal Amount	$33,375,000.00*
[Net] Original Issue Premium (a)	
Total Sources	

Uses of Funds

Project Fund	$
Costs of Issuance (b)	
Deposit to the Debt Service Fund	
Total Uses	

(a) [Net] Original Issue Premium is the original issue premium on the Bonds less the original issue discount on the Bonds.

(b) Includes fees of Bond Counsel, Bond Registrar and Paying Agent, Official Statement preparation, Financial Advisor, rating agencies and other costs related to the issuance and delivery of the Bonds.

[Remainder of page intentionally left blank.]

* Preliminary, subject to change.

ESTIMATED DEBT SERVICE REQUIREMENTS (a) [To Be Modified]

The following schedule sets forth (i) the annual debt service requirements of the outstanding general obligation bonds of the City, (ii) less the Series 2021 GO Refunding Bonds being refunded, (iii) plus the estimated debt service requirements of the Bonds, (iv) the estimated debt service requirements of the Series 2021 GO Refunding Bonds and, (v) the estimated combined total annual general obligation bond debt service requirements of the City after issuance of the Bonds.

Fiscal Year Ended	Outstanding General Obligation Bonded Debt	Less: The Bonds Being Refunded		Plus: The Bonds*		Plus: Series 2021 GO Refunding		Less: Water & Wastewater Revenue Supported	Estimated Net General Obligation Bonded Debt Service
June 30	Debt Service	Principal	Interest (b)	Principal	Interest (b)	Principal	Interest (b)	GO Debt Service*(1)	To Be Outstanding*
2022	$ 39,651,235		$ 1,780,500	$ 12,670,000	778,750	$ 1,990,000	478,864	$ 12,591,560	$ 41,196,789
2023	39,167,835		1,780,500	13,725,000	828,200	1,375,000	734,344	12,110,560	41,939,319
2024	38,371,335		1,780,500	3,750,000	279,200	1,400,000	729,146	11,552,810	31,196,371
2025	35,896,085		1,780,500	1,300,000	129,200	18,880,000	720,326	10,894,060	44,251,051
2026	35,310,435	$ 17,620,000	1,780,500	650,000	77,200	18,475,000	555,262	11,011,410	24,655,987
2027	33,048,635		899,500	645,000	51,200	175,000	356,102	9,468,760	23,907,677
2028	33,148,685	25,700,000	899,500	635,000	25,400	25,875,000	353,970	11,422,260	22,016,295
2029	6,664,235							-	6,664,235
2030	6,588,610							-	6,588,610
2031	6,531,560							-	6,531,560
2032	6,470,185							-	6,470,185
2033	2,199,125							-	2,199,125
2034	2,203,000							-	2,203,000
2035	2,178,125							-	2,178,125
	$ 287,429,085	$ 43,320,000	$ 10,701,500	$ 33,375,000	$ 2,169,150	$ 68,170,000	$ 3,928,014	$ 79,051,420	$ 261,998,329

(1) [Pre refunding debt service, will be updated prior to posting the POS.]

(a) Prepared by the Financial Advisor to the City. Columns may not add up due to rounding.

(b) Interest is estimated. The first interest payment on the Bonds will be due July 1, 2022*. Thereafter, interest payments will be made semiannually on January 1 and July 1 until the final maturity of the Bonds.

* Preliminary, subject to change.

TAX EXEMPTION

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona ("Bond Counsel") under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City as described below, interest income on the Bonds is excluded from gross income for federal income tax purposes. In the opinion of Bond Counsel, interest income on the Bonds is exempt from State of Arizona income taxes. The opinion of Bond Counsel will be dated the initial date of delivery of the Bonds. A form of such opinion is included herein in APPENDIX C - "FORM OF APPROVING LEGAL OPINION."

The Internal Revenue Code of 1986, as amended (the "Code"), imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the City rebate to the federal government certain of its investment earnings with respect to the Bonds. The City has covenanted to comply with the provisions of the Code relating to such matters. Failure to comply with such restrictions, conditions, and requirements could result in the interest income on the Bonds being included in gross income for federal income tax purposes, under certain circumstances, from the date of issuance. The Bonds do not provide for an adjustment in interest rate or yield in the event of taxability and an event of taxability does not cause an acceleration of the principal on the Bonds. The opinion of Bond Counsel assumes continuing compliance with such restrictions, conditions and requirements.

The Code also imposes an "alternative minimum tax" upon certain individuals. A taxpayer's "alternative minimum taxable income" ("AMTI") is its taxable income with certain adjustments. Interest income on the Bonds is not an item of tax preference to be included in AMTI.

Although Bond Counsel will render an opinion that, as of the delivery date of the Bonds, interest income on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect a Beneficial Owner's (as defined in Appendix E – "BOOK-ENTRY-ONLY SYSTEM") federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers who become Beneficial Owners of the Bonds, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax-exempt obligations should consult their tax consultants as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the respective Beneficial Owner's particular tax status and the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

The Bonds will not be "private activity bonds," within the meaning of Section 141 of the Code.

From time to time, there are legislative proposals in Congress which, if enacted could alter or amend the federal tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

[Remainder of page intentionally left blank.]

ORIGINAL ISSUE PREMIUM

The initial public offering prices of the Bonds maturing on July 1, 20__ through and including July 1, 20__ (collectively, the "Premium Bonds") are greater than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial Beneficial Owner must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Bonds.

ORIGINAL ISSUE DISCOUNT

The initial offering prices of the Bonds maturing on July 1, 20__ through and including July 1, 20__ (collectively, the "Discount Bonds"), are less than the respective amounts payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Bonds was sold (the "OID Issue Price")) of the Discount Bonds, and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Bond in the initial public offering at the OID Issue Price and who holds the Discount Bond to maturity, the full amount of original issue discount will constitute interest income which is not includible in the gross income of the Beneficial Owner of the Discount Bond for federal income tax purposes and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Bond on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 1 and July 1 (with straight-line interpolation between compounding dates).

The amount of original issue discount accruing each period will be added to the Beneficial Owner's tax basis for the Discount Bond. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bond. An initial Beneficial Owner of a Discount Bond who disposes of the Discount Bond prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Bond prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Bonds. Beneficial Owners who do not purchase the Discount Bonds in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Bond may result in certain collateral federal income tax consequences as described in "TAX EXEMPTION" herein. Beneficial Owners of Discount Bonds in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Bonds.

LEGAL MATTERS

Certain legal matters relating to the authorization, sale and execution and delivery of the Bonds and with regard to the tax-exempt status of the interest on the Bonds are subject to the legal opinion of Bond Counsel. (See "TAX EXEMPTION"). The signed legal opinion dated and premised on facts existing and law in effect as of the date of original execution and delivery of the Bonds, will be delivered to the City at the time of original execution and delivery of the Bonds.

The proposed form of the legal opinion is set forth as APPENDIX C – "FORM OF APPROVING LEGAL OPINION". The legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distributions of it by recirculation of this Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referred to in the opinion subsequent to its date. In rendering its opinion, Bond Counsel will rely upon certificates and representations of facts to be contained in the transcript of proceedings which Bond Counsel will not have independently verified.

Such legal opinion expresses the professional judgment of Bond Counsel as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the performance of parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

LITIGATION

To the knowledge of the appropriate representatives of the City, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the execution or delivery of the Bonds or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be executed, sold or delivered, or the validity of the sale of the Bonds.

[There are several claims and/or lawsuits pending against the City of Chandler. The City retains responsibility for payment of the first one million seven hundred fifty thousand dollars ($1,750,000.00) of each loss, and has excess insurance coverage for the next thirty million ($30,000,000.00) dollars. The City is adequately funded for its retention. The largest lawsuit currently filed against the City alleges that a police officer participating in a regional task force contributed to the death of an unarmed passenger when he participated in a vehicle containment maneuver that allegedly led to the death of the suspect and passenger. The City received a notice of claim in the amount of five million dollars ($5,000,000). The City is a Co-defendant in the case and has filed a motion for summary judgement for the dismissal of the case. Oral argument will be held on the motion for summary judgement in October, 2021.]

FINANCIAL STATEMENTS

The audited financial statements of the City as of June 30, 2020, and for its fiscal year then ended, which are included as APPENDIX D – "CITY OF CHANDLER, ARIZONA – AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2020" of this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. These are the most recent audited financial statements available to the City. These audited financial statements may not represent the current financial conditions of the City. The City did not request the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the financial statements.

CONTINUING SECONDARY MARKET DISCLOSURE

The City has agreed for the benefit of the beneficial owners of the Bonds, in accordance with Rule 15c2-12 of the Commission (the "Rule") to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2022 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices") as set forth in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE". The Annual Reports and the Notices and any other documentation or information required to be filed by such covenants will be filed by the City with the Municipal Securities Rulemaking Board (the "MSRB") in a format prescribed by the MSRB. Currently, the MSRB requires filing through their Electronic Municipal Market Access system ("EMMA"), each as described in APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE." The specific nature of the information to be contained in the Annual Report and the Notices and the method of their dissemination is set forth in APPENDIX F. These covenants will be made in order to assist the original purchaser in complying with the Rule. A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of Bonds in the secondary market. *Pursuant to Arizona Law, the ability of the City to comply with such covenants is subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such failure. Absence of continuing disclosure, due to non-appropriation or otherwise, may adversely affect the transferability and marketability of the Bonds.

The City's Management Services Department has instituted written procedures to facilitate compliance with existing continuing disclosure undertakings, the continuing disclosure undertaking related to the Bonds, and future undertakings in all material respects.

The City believes it is currently in material compliance with all of its continuing disclosure requirements.

RATINGS

Fitch Ratings, Inc. ("Fitch"), Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P"), have assigned the ratings of "___", "___" and "___," respectively, on the Bonds. Such ratings reflect only the views of Fitch, Moody's and S&P. An explanation of the significance of the Fitch rating may be obtained at One State Street Plaza, New York, New York 10040. An explanation of the significance of a rating assigned by Moody's may be obtained at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. An explanation of the significance of a rating assigned by S&P may be obtained at 55 Water Street, New York, New York 10041. Such ratings may be revised downward or withdrawn entirely by Fitch, Moody's, or S&P, if, in their respective judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. The City has covenanted in its continuing disclosure certificate (see "CONTINUING SECONDARY MARKET DISCLOSURE" herein) that it will file notice of any formal change in any such rating relating to the Bonds.

POLITICAL DONATIONS

To the best of their knowledge, none of the City, the Bond Registrar and Paying Agent, the Financial Advisor or their counsel or agents are known to have made political contributions other than those, if any, permitted under applicable securities regulations to any person who sought a seat on the City Council at its last election or any election prior to the last election.

CERTIFICATION CONCERNING OFFICIAL STATEMENT

Documents delivered with respect to the Bonds will include a certificate to the effect that to the knowledge of the Management Services Director of the City after appropriate review, this Official Statement is true, correct and complete in all material respects and does not include any untrue statement of a material fact or omit to state any material fact necessary to make such statements and information herein, in light of the circumstances under which they were made, not misleading and that no event has occurred since date of this Official Statement that should be disclosed herein in order to make the statements and information herein not misleading in any material respect.

ADDITIONAL INFORMATION

The Financial Advisor has been engaged by the City for the purpose of advising the City as to certain debt service structuring matters specific to the Bonds, and on certain matters relative to the overall debt financing program of the City. The Financial Advisor has assisted in the assemblage and preparation of this Official Statement at the direction and on behalf of the City. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of the information contained herein.

The information in this Official Statement has been provided by the City, the Maricopa County, Arizona, Assessor's, Treasurer's and Finance offices, the Arizona Department of Revenue and other sources which are considered to be reliable and are customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness. All estimates and assumptions contained herein are believed to be reliable, but no representations are made that such estimates and assumptions are correct or will be realized. Any information or expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create an implication that there has been no change as to the affairs of the City. This Official Statement may be supplemented from time to time by the provision of supplemental or additional documents.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material impact on the City and could adversely affect the secondary market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

CONCLUDING STATEMENT

The summaries or descriptions of documents contained herein and all references to other materials not purporting to be quoted in full are only brief outlines of certain provisions thereof and do not constitute complete statements of such provisions and do not summarize all the pertinent provisions of such documents. For further information, reference should be made to the complete documents, copies of which are available for inspection from the Financial Advisor.

To extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official records and other sources and is believed to be reliable. Information other than that obtained from the official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial or other information, will necessarily continue or be repeated in the future.

Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract or agreement between the City and the purchasers or holders of any Bonds.

The attached Appendices A through F are integral parts of this Official Statement and must be read together with all of the foregoing statements.

This Official Statement has been prepared on direction of the City and has been approved by and executed for and on behalf of the City by its authorized representative indicated below.

CITY OF CHANDLER, ARIZONA

By: _____
Kevin Hartke, Mayor

CITY OF CHANDLER, ARIZONA

GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION

General

The City is located in the southeastern portion of the County. The City encompasses approximately 65 square miles and is one of several major cities comprising the greater Phoenix, Arizona metropolitan area, which is Arizona's economic, political and population center.

The City was founded in 1912 and incorporated in 1920. The following table sets forth a record of the population statistics of the City since 1980, along with the population statistics for the County and the State.

POPULATION STATISTICS

Year	City of Chandler	Maricopa County	State of Arizona
2020 Estimate (a)	272,011	4,439,220	7,294,587
2010 Census (Revised)	236,326	3,817,117	6,392,017
2005 Special Census	233,681	3,700,516	6,044,985
2000 Census	176,581	3,072,149	5,130,632
1990 Census	90,533	2,122,101	3,665,305
1980 Census	29,673	1,509,175	2,716,546

(a) Estimate as of July 1, 2020. (Published December, 2020).

Source: U.S. Census Bureau and the Office of Employment & Population Statistics, Arizona Department of Administration.

The following table contains historic information in regard to the geographic incorporated size of the City as set forth in square miles.

LAND AREA
City of Chandler, Arizona

Year	Square Miles
2020	65.53
2019	65.33
2018	65.19
2017	65.07
2016	65.05

Source: The City Management Services Department and City Planning Division.

Municipal Government and Organization

The City adopted the City Charter in 1965 which provides for a Council-Manager form of government. The seven-member City Council is elected at-large on a staggered basis and consists of the Mayor and six councilmembers. The current Mayor and councilmembers serve four-year terms.

The City Council appoints the City Manager who has full responsibility for carrying out City Council policies and administering City operations. The City Manager is responsible for appointment of department heads. The City employees are hired under procedures as specified in the City Charter. The government and operations of the City are provided by a staff of 1,702 full-time employees.

Economy

The major industry clusters contributing to the economic base of the City include government, manufacturing, financial services, commercial activities (including construction and commerce), high technology and healthcare. The City is home to a wide variety of technology industries, with a heavy concentration in the semiconductor cluster. The continued economic development of the City is driven by the educational attainment of Chandler residents. Approximately 76% of adult residents have attended some college and 45% possess a bachelor's or advanced degree. This educational attainment level attracts employers in "knowledge based" industries, adding to the concentration of high-wage jobs.

The following table sets forth unemployment rate averages for the City, the County, the State and the United States.

UNEMPLOYMENT RATE AVERAGES

Calendar Year	City of Chandler	Maricopa County	State of Arizona	United States
2021 (a)	5.5%	6.3%	6.7%	6.2%
2020	6.6	7.3	7.8	8.1
2019	3.5	4.0	4.7	3.7
2018	3.6	4.1	4.7	3.9
2017	3.7	4.2	4.9	4.4

(a) Data through May, 2021 and not seasonally adjusted.

Source: The City Management Services Department and City Planning Division, Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

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Below is the list of the industrial and business parks operating within the City.

INDUSTRIAL AND BUSINESS PARKS
City of Chandler, Arizona

10 Chandler
Advanced Medical Plaza
Airpark South Professional Village
Aquila Ocotillo
Arizona Corporate Park North
Arizona Corporate Park South
Ascend at Chandler Airport Center
AZ202
Bogle Business Park
Carmel Professional Plaza
Chandler Airpark
Chandler Airport Business Center
Chandler Airport Commerce Center
Chandler Center
Chandler Corporate Centers
Chandler Crossroads
Chandler Distribution Center
Chandler Echelon
Chandler Freeway Business Park
Chandler Freeway Crossings
Chandler Gateway Medical Plaza
Chandler Gateway Office Park
Chandler Hamilton Plaza
Chandler Office Center
Chandler Office Park
Chandler Technology Center
Chandler Viridian
Continuum Business Park
Dobson Business Park
Dobson Professional Plaza
Eastpoint Business Plaza
Fairview Corporate Park
First Chandler Business Park
Focus Corporate Plaza
Fountains at Ocotillo
Frye Road Industrial Park
Gila Springs Industrial Park
Kyrene 202 Business Park
Lotus Project
Mach One
Mammoth Professional Building
McClintock Professional Plaza
Paloma Kyrene Business Park
Park Germann
Park Place
Parkside Professional Plaza
Presidio
Price Road Industrial Park
Price Warner Medical Office
Promenade Commons
Regency Office Park
San Tan Corporate Center I & II
San Tan Crossing Professional Plaza
San Tan Technology Center
Southgate Park
Southpark Business Center
Stellar Industrial Airpark
The Park at Santan
Tiburon
Warner Commerce Park
Watermark
Westech Corporate Center
Williams Field Road Business Park
Willis/AZ Ave Corporate

Source: The City's Economic Development Division.

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Employment and Employers

Electronics plants located in the City include: Microchip Technologies, producer of electronic circuitry; Rogers Corporation, manufacturer of materials for printed circuit boards and power electronic devices; Intel Corporation, manufacturer of microcomputer components; and NXP, manufacturer of semiconductor and satellite systems.

A partial list of major manufacturing employers located within the City is set forth in the following table.

MAJOR MANUFACTURING EMPLOYERS (a)
City of Chandler, Arizona

Employer	Description	Employees
Intel Corporation	Microprocessors	12,000
NXP	Semiconductors/Satellite Systems	1,700
Northrop Grumman	Aerospace Launch Systems	2,150
Microchip Technology	Microprocessors	1,500
Arizona Nutritional Supplements	Vitamin Manufacturing and R&D	700
Rogers Corp. (including Headquarters)	Microwave Substrates	460
Ultra Clean Technology	Frame and Sheet Metal Fabrication	320
TEL - Tokyo Electron	Semiconductors	250
Smurfit Kappa	Paper Based Packaging	220
Comfort Systems USA	HVAC and Building Systems	265
Garmin	Navagation Systems	165
Advanced Circuits	PCB Manufacturer	150
Air Products and Chemicals, Inc.	Industrial Gas Manufacturing	150
Z Modular	Modular Construction Systems	150
Infineon Technologies Americas Corp	Semiconductors	140
Marvell Technologies	Semiconductors	135
CoValence Laboratories	Contract Manufacturer	130
Armorworks	Defense and Security Manufacturer	125
South Bay Circuits	Circuit Boards	125
Isola	Circuit Board Materials	115

_____

(a) Some of the major manufacturing employers are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith file reports, proxy statements and other information (collectively, the "Filings") with the Commission. Such Filings may be inspected and copies are available at the public reference facilities maintained by the Commission at 100 F Street, N.E., Washington, D.C. 20549. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange ("NYSE") at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the internet on the Commission's EDGAR database at http://www.sec.gov. Neither the City, nor the Financial Advisor or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The City's Economic Development Division.

The City also serves as the location of a significant number of non-manufacturing employers. The following is a partial list of major non-manufacturing employers in the City.

MAJOR NON-MANUFACTURING EMPLOYERS (a)
City of Chandler, Arizona

Employer	Description	Approximate Number of Full Time Employees
Wells Fargo Ocotillo Corporate Campus	Regional Corporate Headquarters	5,500
Chandler Unified School District	Public Education	4,900
Bank of America	Mortgage Processing Center	3,600
Chandler Regional Medical Center	Hospital	2,500
PayPal	E-Commerce Business	1,700
City of Chandler	Government	1,586
Verizon	Wireless Customer Support	1,400
Avnet	Computer Products Distribution	1,100
Basha's	Corporate HQ/Food Distribution	1,100
Liberty Mutual Insurance	Financial Services Center	1,000
GM IT Innovation Center	Software Development	890
GM Financial Services	Auto Financial Services	820
CVS Health	Retail Pharmaceutical Healthcare Products	700
Toyota Financial Services	Financial Services Center	700
Safelite Auto Glass	Auto Glass Repair and Replacement	700
Mr. Cooper	Mortgage Processing Center	600
Pearson Educational Institution	Educational Services	500
Allstate Insurance Co.	Financial Services Center	500

_____

(a) Some of the major non-manufacturing employers are subject to the informational requirements of the Exchange Act, and in accordance therewith file the Filings with the Commission. The Filings may be inspected and copies are available at the public reference facilities maintained by the Commission. In addition, the Filings may also be inspected at the offices of the NYSE or on the Commission's EDGAR database. None of the City, the Financial Advisor or their respective agents or consultants have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The City's Economic Development Division.

Agriculture

Agricultural production still is a contributor to the diversified economic base of the City. Principal products include livestock, alfalfa, small grains, citrus and vegetables. As the residential, commercial and industrial development of the City has occurred, the contribution of agricultural production to the economy of the City has decreased.

Commerce [To be updated.]

A 1.3 million square foot super-regional shopping mall known as Chandler Fashion Center opened for business in 2001. This mall is home to four anchor department stores, including Dillard's and Macy's, a 20-screen Harkins theater complex and outdoor urban village and more than 180 specialty retail shops. Additionally, the Downtown Chandler entertainment and business district serves as a hub for commercial activities due to numerous retail, restaurant and entertainment venues. Several community shopping centers serve residents of the City and surrounding areas, including Chandler Pavilions, Casa Paloma, Chandler Festival, Chandler Gateway, Paseo Del Oro Shopping Center, North Park Plaza Shopping Center, Fulton Ranch Towne Center and Crossroads Towne Center. A number of neighborhood shopping centers are also dispersed throughout the City.

The following table sets forth a record of the excise tax collections of the City for the most recent five fiscal years and the excise taxes expected for the current fiscal year, pursuant to the City's 2020-21 and 2021-22 adopted budget.

City of Chandler
Excise Tax Collections
FY 2016-17 to FY 2021-22

	2016-17 (a)	2017-18 (a)	2018-19 (a)	2019-20 (b)	Estimated 2020-21	Adopted 2021-22
City Transaction Privilege (Sales) and Use Tax (c)	$120,189,651	$127,584,410	$138,888,825	$140,798,389	$145,018,200	$148,278,200
State-Shared Sales Tax	23,768,564	23,821,248	25,525,595	26,597,361	27,600,000	28,790,000
State-Shared Income Tax	31,910,426	30,652,381	30,693,731	33,255,159	37,000,000	33,500,000
Franchise Fees	3,272,104	3,560,770	3,556,211	3,432,995	3,342,100	2,980,000
Licenses and Permits	7,209,693	6,512,930	7,398,669	7,908,291	7,295,600	7,461,000
Fines and Forfeitures	2,560,255	3,368,445	3,196,843	2,714,065	2,643,200	3,745,500
Totals	$188,910,693	$195,500,184	$209,259,874	$214,706,260	$222,899,100	$224,754,700

(a) Amounts are actual collections provided by the City's Budget Division (cash basis).

(b) Unaudited FY 2020-21 revenues.

(c) Includes City Transaction Privilege Sales Tax, Privilege Audit Assessments, Privilege License Fees and Privilege Tax Interest. Excludes Excise Tax Refunds from GPLET program.

Source: City of Chandler Management Services Department.

Tourism

The direct, indirect and induced benefits derived from the activities surrounding tourism contribute greatly to the economic health of the community. With 33 hotels representing more than 4,000 available rooms and three hotels under construction which will provide an additional 510 rooms, the City's tourism market continues to receive significant private sector investment in new properties and the repositioning of older properties to meet the needs of leisure and business travelers.

Leisure travel to the City is driven by proximity to various shopping, dining, recreational, sporting and scenic attractions located within a short drive. However, business travel comprises most of the City's visitors due to the high density of employment. As home to a number of Fortune 500 companies with global, regional and local headquarters spanning several industry clusters (autonomous vehicle, high-tech manufacturing, semiconductor manufacturing, aerospace, aviation, healthcare and bioscience, advanced business and financial business services, etc.) business travelers drive the City's lodging market.

Transportation

Industry, business and residents benefit from the transportation network available in and near the City. Rail, bus, highway and air facilities are developed throughout the area.

The City is served by the Union Pacific Railroad for long distance freight rail service and the Valley Metro Transit System for local public transportation.

The City is served by a network of streets and highways. The Superstition Freeway ("U.S. Highway 60") parallels the northern border of the City. U.S. Highway 60 connects to cities in northern and eastern Arizona. The Superstition Freeway also connects to Interstate Highway 10 which connects the cities of Tucson and Phoenix. State Highway 87 and Arizona Loop 202 bisect the City. The Price Freeway (a north-south portion of Loop 101) and the San Tan Freeway (an east-west portion of Loop 202) facilitate traffic flow to the City by connecting together the 101, 202 and I-10 freeways.

Residents of the area have ready access to Chandler Municipal Airport, Stellar Airpark, Phoenix-Mesa Gateway Airport and Sky Harbor International Airport. The Chandler Municipal Airport, owned and operated by the City, is located approximately three miles southeast of the central business district of the City and is designed to relieve private aircraft activity at Sky Harbor International Airport. The Chandler Municipal Airport has approximately 430 based aircraft and two parallel runways, 4,870 feet and 4,401 feet, respectively. The Chandler Municipal Airport offers various services including full-service maintenance facilities, flight schools, and aircraft hangars. The Stellar Airpark is a private airport that is open to public use and is located west of the central business district of the City. The Stellar Airpark has a 4,000 foot runway and provides various services. The Phoenix-Mesa Gateway Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority that includes the City of Mesa, City of Phoenix, Town of Gilbert, Town of Queen Creek, the Gila River Indian Community and the City of Apache Junction. The Phoenix-Mesa Gateway Airport has three expansive runways (10,401 feet; 10,201 feet; and 9,300 feet), a passenger terminal, and convenient parking. Phoenix-Mesa Gateway Airport is positioned to be a dynamic reliever airport to Phoenix's Sky Harbor International Airport. Phoenix Sky Harbor International Airport is located 15 miles to the northwest of the City.

Education

Arizona State University ("ASU") is the largest public university in the Southwest by enrollment. ASU spans five campuses in the metro Phoenix area and has an enrollment of approximately 119,951 students including ASU online programs. ASU's main campus remains in the bordering City of Tempe, Arizona and is home to the Ira A. Fulton Schools of Engineering, a nationally recognized research and innovation institution designed to meet the growing needs of the engineering and technology industries. Adjacent to Phoenix-Mesa Gateway Airport, the Polytechnic Campus serves approximately 5,243 students. Chandler is home to the ASU Chandler Innovation Center where ASU provides technology-based education and operates a community makerspace. The University of Arizona's Chandler campus is housed in the City's community center, where it offers a number of tech-focused undergraduate and graduate level degrees, a professional MBA, and graduate programs in education, school psychology, and legal studies. Located in the City is the Chandler-Gilbert Community College, which offers a complete educational program and serves nearly 20,000 students. The Chandler Unified School District provides primary and secondary education to residents in the City area through 31 elementary schools, 10 middle school programs, 6 high schools and 3 alternative schools. A number of private and charter schools are also located in the City.

APPENDIX B

CITY OF CHANDLER, ARIZONA - FINANCIAL DATA

2021/22 Fiscal Year – Estimated Net Full Cash and Assessed Values

Estimated Net Full Cash Value (a)(b)	$40,751,143,934
Net Assessed Limited Property Value (b)	3,463,794,661
Net Assessed Full Cash Value (b)	4,682,558,944

(a) Estimated Net Full Cash Value is the total market value of the property, less unsecured personal property and less estimated exempt property within the City, as projected by the Arizona Department of Revenue, Division of Property and Special Taxes.

(b) See "PROPERTY TAXES" herein for an explanation of these values.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and *Property Tax Rates and Assessed Values,* Arizona Tax Research Association and the City.

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STATEMENTS OF BONDS OUTSTANDING

General Obligation Bonds Outstanding and to be Outstanding (a)

Issue Series	Original Amount	Maturity Dates Outstanding	Balance Outstanding
2014REF	$214,540,000	7-1-22/26,28	$ 135,690,000
2016REF	39,050,000	7-1-25/27	39,050,000
2017	58,740,000	7-1-22/32	39,040,000
2019	30,400,000	7-1-22/35	29,400,000
Total General Obligation Bonds Outstanding			$ 243,180,000
Less: The Bonds Being Refunded by the Series 2021 GO Refunding Bonds			(43,320,000)*
Plus: The Series 2021 GO Refunding Bonds			48,610,000 *
Plus: The Series 2021 GO Bonds			33,375,000*
Less: Water and Wastewater Funds Supported General Obligation Bonds (a)			(67,855,000)*
Net General Obligation Bonds Outstanding and to be Outstanding			$ 213,990,000 *

(a) Excludes the debt service requirements for the City's refunded and defeased bonds currently outstanding which are secured by obligations issued by the United States Government being held in their respective irrevocable trust accounts.

(b) The City intends to pay the debt service requirements of the following general obligation bonds with funds provided by the water and wastewater funds of the City: $53,861,000 aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2014 and $13,550,000 aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2016 and $18,730,000* aggregate principal amount of the City's General Obligation Refunding Bond, Taxable Series 2021. In the event that revenues available for payment of such annual debt service requirements from the respective enterprise funds proves to be insufficient, or the City elects not to pay debt service requirements on such general obligation bonds from the water and wastewater funds, the debt service requirements of such bonds will become payable from the annual levy of an ad valorem tax upon all of the taxable property located within the City.

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* Preliminary, subject to change.

Water and Wastewater Revenue Bonds Outstanding (a)

	Balance Outstanding
Total Water and Wastewater Revenue Bonds Outstanding	$ -
Plus: Water and Wastewater Funds Supported General Obligation Bonds (b)	49,125,000*
Plus: Water and Wastewater Funds Supported Excise Revenue Tax Obligations (c)	122,095,000
Plus: the Series 2021 Refunding Bonds	18,730,000*
Plus: the Series 2021 Refunding Obligations	95,265,000*
Total Water and Wastewater Supported Bonds Outstanding	$ 285,215,000*

(a) Excludes the debt service requirements for the City's refunded and defeased bonds currently outstanding which are secured by obligations issued by the United States Government being held in their respective irrevocable trust accounts.

(b) The City intends to pay the debt service requirements of the Water and Wastewater Funds Supported General Obligation Bonds with funds provided by the Water and Wastewater Funds of the City. In the event that revenues available for payment of such annual debt service requirements from the respective enterprise funds proves to be insufficient, or the City elects not to pay debt service requirements on such general obligation bonds from the Water and Wastewater Funds, the debt service requirements of such bonds will become payable from the annual levy of an ad valorem tax upon all of the taxable property located within the City.

(c) The City intends to pay the debt service requirements of the following obligations with funds provided by the Water and Wastewater Funds of the City: $2,610,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2011, $97,400,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2013, $61,245,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2015, $19,510,000 aggregate principal amount of the City's Excise Tax Revenue Refunding Obligations, Series 2016 and the $35,220,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2017 and the $12,320,000 aggregate principal amount of the City's Excise Tax Revenue Obligations, Series 2019 (together, the "Water and Wastewater Funds Supported Excise Tax Revenue Obligations").

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Excise Tax Revenue Obligations Outstanding and to be Outstanding

Issue Series	Purpose	Original Principal Amount	Original Principal Maturity Dates	Principal Balance Outstanding
2011	Various Projects	$15,000,000	07-01-12/22	$ 905,000
2013	Various Projects	104,500,000	07-01-15/33	90,800,000
2015	Various Projects	66,660,000	07-01-17/35	55,835,000
2016	Refunding	19,510,000	07-01-20/28	17,140,000
2017	Various Projects	36,220,000	07-01-18/37	33,420,000
2019	Various Projects	13,000,000	07-01-20/28	11,050,000
Total Excise Tax Revenue Obligations Outstanding				$209,150,000
Less: Obligations Being Refunded				(87,055,000)*
Plus: The Series 2021 Refunding Obligations				95,265,000 *
Less: Water and Wastewater Funds Supported Excise Tax Revenue Obligations (b)				(217,360,000)*
Net Excise Tax Revenue Obligations Outstanding and to be Outstanding				**$ -**

(a) The City intends to issue $95,265,000* of 2021 Excise Tax Refunding Obligations concurrently with the issuance of the Bonds under a separate official statement.

(b) The City intends to pay the debt service requirements of the Water and Wastewater Funds Supported Excise Tax Revenue Obligations with funds provided by the Water and Wastewater Funds of the City.

Direct General Obligation Bonded Debt, Legal Limitation and Available General Obligation Bonding Capacity

By statute, the Arizona Constitutional limit for general obligation bonded indebtedness of a city for general municipal purposes may not exceed six percent (6%) of Net Full Cash Assessed Value in that city. In addition to the six percent (6%) limitation for general purpose bonds, cities may issue general obligation bonds up to an additional twenty percent (20%) of the Net Full Cash Assessed Value for such city for water, artificial light or sewers, for the acquisition and development of land for open space preserves, parks, playgrounds and recreational facilities, for the acquisition and development of public safety, law enforcement, fire and emergency facilities and streets and transportation facilities.

General Municipal Purpose Bonds			Water, Light, Sewer, Open Space, Public Safety, Law Enforcement, Fire and Emergency Services, Park, Street, and Transportation Bonds		
Total 6% General Obligation Bonding Capacity	$ 280,953,537		Total 20% General Obligation Bonding Capacity	$ 936,511,789	
Less: 6% General Obligation Bonds Outstanding	(5,851,900)	*(a)	Less: 20% General Obligation Bonds Outstanding	(237,328,100)	*(a)
Less: Original Issue Premium		*(b)	Less: Original Issue Premium		*(b)
Less: Unamortized Original Issue Premium	(239,656)	(b)	Less: Unamortized Original Issue Premium	(11,493,592)	(b)
Net 6% General Obligation Bonding Capacity	$ 274,861,981		Net 20% General Obligation Bonding Capacity	$ 687,690,097	

(a) Includes the Bonds.

(b) This amount reduces the City's borrowing capacity pursuant to State statutes and the Arizona Constitution, and the principal amount of bonds authorized at the elections. Such capacity (but not authorization) will be recaptured as premium is amortized.

* Preliminary, subject to change.

Direct and Overlapping General Obligation Bonded Debt Outstanding

Overlapping Jurisdiction	Overlapping General Obligation Bonded Debt (b)	Proportion Applicable to City of Chandler (a) Approximate Percent	Net Debt Amount
State of Arizona	None	4.668%	None
Maricopa County (c)	None	7.109%	None
Maricopa County Community College District (d)	$ 250,065,000	7.109%	$ 17,777,103
Maricopa County Special Health Care District	429,125,000	7.109%	30,506,465
Kyrene Elementary School District No. 28	182,955,000	28.962%	52,987,566
Mesa Unified School District No. 4	275,525,000	4.458%	12,283,607
Gilbert Unified School District No. 41	112,360,000	2.736%	3,074,527
Chandler Unified School District No. 80	385,946,000	75.352%	290,816,740
Tempe Union High School District No. 213	76,755,000	16.630%	12,764,727
East Valley Institute of Technology District No. 401	None	14.434%	None
City of Chandler (e)	344,725,000 *	100.000%	344,725,000 *
Total Direct and Overlapping General Obligation Bonded Debt to be Outstanding			$ 764,935,736 *

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(a) Proportion applicable to the City is computed on the ratio of Net Assessed Limited Property Value as calculated for fiscal year 2020-21 for the overlapping jurisdiction to the amount of such valuation which lies within the City.

Does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States of America, Department of the Interior, for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages have been fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to fourteen cents per $100 of Net Assessed Limited Property Value, of which fourteen cents is being currently levied. (See Arizona Revised Statutes, Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(b) Includes total general obligation bonds outstanding. Does not include authorized but unissued general obligation bonds of the City or such other jurisdictions as follows or which may be authorized in the future:

*Preliminary, subject to change.

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
State of Arizona	None
Maricopa County	None
Maricopa County Community College District	$ 3,000
Maricopa County Special Health Care District	None
Chandler Unified School District No. 80	95,250,000
Tempe Union High School District No. 213	None
Kyrene Elementary School District No. 28	52,450,000
Mesa Unified School District No. 4	95,000,000
Gilbert Unified School District No. 41	108,000,000
East Valley Institute of Technology District No. 401	None
City of Chandler (e)	150,180,000

(c) This total does not include the City's revenue bonds and excise tax revenue obligations currently outstanding as follows:

Excise Tax Revenue Obligations $ 217,360,000

Includes Water and Wastewater Funds Supported General Obligation Bonds. In the event that the net revenues would prove to be insufficient or the City elects not to pay debt service requirements on the Water and Wastewater Funds Supported General Obligation Bonds from revenues from these enterprises, this debt would become payable from ad valorem taxes.

(d) Does not include $1,830,000 City improvement district bonds outstanding.

(e) On May 27,2021 the City Council adopted a resolution calling for a special bond election requesting voter consideration of $272,685,000 in general obligation bonds.

Direct and Overlapping General Obligation Bonded Debt Ratios

	Per Capita Bonded Debt Population Estimated @ 272,011	As % of City's Total 2020/21 Net Full Cash Value	As % of City's 2020/21 Estimated Net Full Cash Value
Net Direct General Obligation Bonded Debt Outstanding and to be Outstanding* (a)	$1,267.32	7.36%	0.85%
Net Direct and Overlapping General Obligation Bonded Debt Outstanding and to be Outstanding* (a)	$2,812.15	16.34%	1.88%

(a) Includes the Bonds

Source: The Arizona Department of Economic Security, Research Administration Population and Statistical Unit and U.S. Census Bureau, Arizona Department of Administration.

*Preliminary, subject to change.

Direct and Overlapping Tax Rates per $100 Assessed Value

Inside the City, East Valley Institute of Technology and:	Tax Rate
Gilbert Unified School District No. 41	$11.2481
Mesa Unified School District No. 4	$12.3597
Tempe Union High School District No. 213 and Kyrene Elementary School District No. 28	$11.2712
Chandler Unified School District No. 28	$11.4012

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association.

Expenditure Limitation; One-Year and Multi-Year Overrides

Since fiscal year 1982-83, all cities in Arizona have been subject to an annual expenditure limitation imposed by the Arizona Constitution. This limitation is based upon the City's actual 1979-80 expenditures adjusted annually for subsequent growth in population and inflation. The Constitution exempts certain expenditures from the limitation. The principal exemptions for the City are payments for debt service on bonds and other long-term obligations, as well as expenditures of federal funds and certain state-shared revenues.

The Constitution provides four processes, all requiring voter approval, for cities to modify the expenditure limitation:

1. A four-year home rule option.
2. A permanent adjustment to the 1979-80 base.
3. A one-time override for the following fiscal year.
4. An accumulation for pay-as-you-go capital expenditures.

City voters have approved four-year home rule options on a regular basis since the implementation of the expenditure limitation. To the extent that the home rule option is not approved by the voters, the City would be subject to the expenditure limitations prescribed by the Constitution. On August 28, 2018, the City's voters approved a four-year home rule option to exceed the expenditure limitation by the City beginning in Fiscal Year 2019-20. This four-year home rule option will be in effect through fiscal year 2022-23.

City Retirement Systems Update

All full-time employees of the City, the Mayor and City Council participate in one of the three pension plans administered by the State described below. See Note 10 in APPENDIX D for further discussion of the retirement plans of the City.

The Government Accounting Standards Board adopted GASB Statement Number 68, *Accounting and Financial Reporting for Pensions* ("GASB 68"), which, beginning with fiscal years starting after June 15, 2014, requires cost-sharing employers to report their "proportionate share" of the plan's net pension liability in their government-wide financial statements. GASB 68 will also require that the cost-sharing employer's pension expense component include its proportionate share of the plan's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share.

Arizona State Retirement System

All full-time City employees (except public safety personnel and elected officials) participate in the Arizona State Retirement System (the "System"), a multiple-employer cost-sharing defined benefit pension plan. The System was established in 1953 and became effective in 1971. The System provides for retirement, disability, health insurance premium benefits, and death and survivor benefits. The System is administered in accordance with A.R.S. Title 38, Chapter 5.

The actuarially determined contribution rates for the fiscal year 2020/21 were 12.22% (12.04% retirement and 0.18% long-term disability) for both employees and employers. The City's contribution to the System for the fiscal year 2020/21 was $9,762,864 equal to the required contributions, not including alternate contributions.

Effective July 1, 2021, the City's annual contribution rates are 12.41% (12.22% retirement and 0.19% long-term disability) for fiscal year 2021/22 for both employees and employers.

The System has reported increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The most recent annual reports for the System may be accessed at: https://www.azasrs.gov. The effect of the increase in the System's unfunded liabilities on the City, or on the City's and its employees' future annual contributions to the System, cannot be determined at this time.

Arizona Public Safety Personnel Retirement System (Full-Time Police and Firefighter Employees)

All full-time sworn police officers and firefighters are eligible to participate in the Public Safety Personnel Retirement System (the "PSPRS") in separate agent multiple-employer defined benefit retirement plans. The PSPRS is jointly administered by the fund manager (a five-member board appointed by the Governor and the State Legislature) and 257 local boards. The PSPRS provides for retirement, health insurance premium benefits, and death and survivor benefits. The PSPRS is administered in accordance with A.R.S. Title 38, Chapter 5, Article 4.

The actuarially determined contribution rates for the fiscal year ended June 30, 2021 were 49.12% of annual covered payroll for police tiers 1 and 2, 44.22% for tier 3 defined benefit (DB) and 44.51% for tier 3 defined contribution (DC). For firefighters the contribution rate was 43.84% for tiers 1 and 2, 41.25% for tier 3 DB and 37.90 for tier 3 DC. The City's employer contribution to the PSPRS for the fiscal year ended June 30, 2021 was $13,017,877 for police and $7,993,728 for firefighters, equal to the required contributions, not including alternate contributions.

Effective July 1, 2021, the City's annual contribution rates are 7.65% for both groups of employees in tier 1, 11.65% for both groups in tier 2, 10.12% for Police tier 3 DB, 9.88% for Police DC, 13.76% for Fire DB and 10.41% for Fire DC. The rates are as follows for employers:

Tier 1 Contribution Rate
Hired into a PSPRS position before January 1, 2012:
Police: 49.12% Fire: 41.67%

Tier 2 Contribution Rate
Hired into a PSPRS position on/after January 1, 2012 and before July 1, 2017:
Police: 49.12% Fire: 41.67%

Tier 3 Contribution Rate
Hired into a PSPRS position on/after July 1, 2017:
Defined Benefit:
Police: 45.46% Fire: 39.78%
Defined Contribution:
Police: 45.22% Fire: 35.90%

The PSPRS has reported overall increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The City of Chandlers portions increased only slightly for Fire but decreased for Police due to the increased overpayments which have been made. The most recent annual reports for the PSPRS may be accessed at: http://www.psprs.com/investments--financials/annual-reports. The effect of the increase in the PSPRS's unfunded liabilities on the City, or on the City's and its employees' future annual contributions to the PSPRS, is $56,672,244 for fire and $114,467,812 for police as of the June 30, 2020 Actuarial Reports prepared by Foster & Foster, Actuaries and Consultants. City Council has approved a compressed pay down plan in order to pay off the unfunded liability.

Elected Officials' Retirement Plan (Mayor and City Council)

The Mayor and Council of the City participate in two different plans: The Elected Officials' Retirement Plan (EORP) for councilmembers elected prior to 2014 and the Elected Officials' Defined Contribution Retirement System (EODCRS) for Council members elected effective January 1, 2014, both multiple-employer cost-sharing defined benefit plans. The administrator for the EORP and the EODCRS is also the fund manager of the PSPRS. The EORP and EODCRS provides for retirement, health insurance premium benefits, and death and survivor benefits.

The actuarially determined contribution rate for the fiscal year ended June 30, 2021 was 61.43%. The City's contribution to the EORP and EODCRS for the fiscal year ended June 30, 2021 was $154,160, equal to the required contributions, not including alternate contributions.

Effective July 1, 2021, the City's annual contribution rate for EORP is 61.43% for employer and either 7% or 13% for employees (depending on their membership date), and the City's annual contribution rate for EODCRS is 61.555% for employer and 8.125% for employees.

The EORP has reported increases in its unfunded liabilities as compared to both the smoothed value of plan assets and the market value of plan assets. The most recent annual reports for the EORP may be accessed at: http://www.psprs.com/investments--financials/annual-reports. The estimated effect of the increase in the EORP's unfunded liabilities on the City, or on the City's and its employees' future annual contributions to the EORP, is $2,047,312 as of the June 30, 2020 EORP schedule of pension amounts by employer.

Healthcare Benefits for Retired Employees

During the year ended June 30, 2018, the City implemented the provisions of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions ("GASB 75"). The City is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB 75 addresses reporting by governments that provide OPEB by measuring and recognizing net assets or liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures related to OPEB provided through defined benefit OPEB plans. See Note 1 in APPENDIX D – "CITY OF CHANDLER, ARIZONA – AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2020" for further information.

The City's employees, their spouses and survivors may be eligible for certain retiree healthcare benefits under healthcare programs provided by the City. Employees on long-term disability and their spouses may also qualify for retiree healthcare benefits through the City. It is expected that substantially all City employees that reach normal or early retirement age while working for the City will become eligible for such benefits. Currently, such retirees may obtain the healthcare benefits offered by the City by paying 100% of the applicable premium. Although the retirees pay 100% of their premium, the retirees' participation in the City's healthcare program affects the City's healthcare costs for its employees and results in an implicit rate subsidy.

The City provides other post-employment benefits to its retirees that consist of an implicit subsidy for healthcare and a retirement health savings (RHS) plan for reimbursement of eligible medical expenses. The City offers the RHS plan to employees and contributes toward a savings plan for each employee that they are eligible to use for medical expense reimbursement at separation from service. The City makes no contribution to the retirees' premiums other than allowing them to participate through the City's pooled benefits. By providing retirees with access to the City's healthcare plans based on the same rates it charges to active employees, the City is in effect providing an implicit subsidy to retirees. This implicit subsidy exists because, on average, retiree healthcare costs are higher than active employee healthcare costs. Because the City does not contribute anything toward this plan in advance, the City employs a pay-as-you-go method through paying the higher rate for active employees each year.

The City's net OPEB liability as of June 30, 2020 is $53,112,727 and is reflected on the Balance Sheet in the City's Financial Statements. This is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined which represents a level of funding that is paid on an ongoing basis, and projected to cover normal cost each year to amortize the unfunded actuarial liability over a period not to exceed thirty years.

PROPERTY TAXES

General

For tax purposes in Arizona, real property and improvements and personal property is either valued by the Maricopa County Assessor (the "Assessor of the County") or the Arizona Department of Revenue. Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Arizona Department of Revenue is referred to as "centrally valued" property and is generally large mine and utility entities.

Locally assessed property has two different values, Limited Property Value and Full Cash Value (both as defined below). Limited Property Value is used as the basis for taxation. Full Cash Value is used as the ceiling for determining Limited Property Value and for determining debt limits for certain local governmental entities including for school districts.

For centrally valued property and personal property (except mobile homes), Full Cash Value of the property is the basis for taxation of such property and for determining constitutional and statutory debt limits for most local governmental entities.

"Limited Property Value" means, for property in existence in the prior year, the lesser of (a) the Full Cash Value of the property or (b) an amount 5% greater than the Limited Property Value of such property determined for the prior year. Limited Property Value is established at a level or percentage of Full Cash Value comparable to properties of the same or similar use or classification for property erroneously totally or partially omitted from the property tax rolls in the prior year; property for which a change in use occurred; property modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than 15% of the Full Cash Value; and property that has been split, subdivided or consolidated, with variations depending on when the change occurred. There is no limit on the growth of Full Cash Value.

Primary Taxes

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes". These taxes are levied against the Net Assessed Limited Property Value (as defined below) of the taxing jurisdiction. "Net Assessed Limited Property Value" is determined by excluding the value of property exempt from taxation from the Limited Property Value of locally assessed property and from Full Cash Value of centrally valued property and combining the resulting two amounts.

The State does not currently levy *ad valorem* taxes but the State currently requires each county to levy a "State equalization assistance property tax" to provide equalization assistance to school districts in each county, which is used to offset the cost of State equalization to those school districts.

The primary taxes levied by a county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to tax in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

Primary taxes on residential property only are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on residential primary tax levies is implemented by reducing the school districts' taxes. To offset the effects of reduced school district property taxes, the State compensates the school districts by providing additional state aid or, in some counties, county taxpayers are required to make payments to offset the effects of reduced property taxes.

Secondary Taxes

Taxes levied for debt retirement (e.g., debt service on the City's bonds), voter-approved budget overrides and maintenance and operation of special service districts such as sanitary, water conservation, fire, road improvement and career technical education districts are "secondary taxes". Like primary taxes, secondary taxes also are levied against the Net Assessed Limited Property Value of the taxing jurisdiction. There is no limitation on annual levies for voter-approved bond indebtedness and certain special district assessments. Pursuant to a statutory change effective in 2018, school districts subject to desegregation orders levy secondary property taxes in addition to secondary taxes levied for debt service or budget overrides.

Assessment Ratios

All property, both real and personal, is assigned a classification to determine its assessed valuation for tax purposes. Each legal classification is defined by property use and has an assessment ratio (a percentage factor) that is multiplied by the taxable value of the property -- Limited Property Value or Full Cash Value, as applicable -- to obtain the "Assessed Limited Property Value" or the "Full Cash Assessed Value," respectively. The current assessment ratios for each class of property are set forth by tax year in the following table.

PROPERTY TAX ASSESSMENT RATIOS
Tax Year 2017 through Tax Year 2021

	Tax Year				
Property Classification (a)	**2017**	**2018**	**2019**	**2020**	**2021**
Mining, utilities, commercial and industrial	18%	18%	18%	18%	18%
Agriculture and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property (b)	15	14	15	15	15

(a) Additional property classifications exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

Tax Procedures

The Arizona tax year is defined as the calendar year, although tax procedures begin prior to January 1 of the prior fiscal year and continue through May of such fiscal year, when payment of the second installment of property taxes for the tax year becomes delinquent.

The first step in the tax process is the determination of the Full Cash Value of each parcel of real property within the State. "Full Cash Value" is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value." "Market Value" means that estimate of value that is derived annually by use of standard appraisal methods and techniques, which generally includes the market approach, the cost approach and the income approach. As a general matter, the various county assessors use a cost approach for commercial/industrial property and a market approach for residential property. Arizona law allows taxpayers to appeal the county assessor's valuations by providing evidence of a lower value, which may be based upon another valuation approach.

In valuing centrally valued property, the Arizona Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. Appeals are also allowed for such valuations.

On or before the third Monday in August of each year, the Board of Supervisors of the County prepares the tax roll that sets forth the valuation by taxing district of all property in the County subject to taxation. The Assessor of the County is required to complete the assessment roll by December 15th of the year prior to the levy. This tax roll also shows the valuation and classification of each parcel of land located within the County for the tax year. The tax roll is then forwarded to the Treasurer of the County. With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then applied to the parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll as it existed on the date of the levy due to appeals or other reasons would reduce the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the fiscal year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

Delinquent Tax Procedures

The property taxes due to the City are billed, along with State and other taxes, in September of the calendar tax year and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of the month. (However, delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Assessor of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

Three years after the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

It should be noted that in the event of a taxpayer filing for relief pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can be attached against the taxpayer's property for property taxes levied during the pending bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for bonds issued by the City. None of the City, the Financial Advisor or their respective attorneys, agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

Real and Secured Property Taxes Levied and Collected (a)

Fiscal Year	Tax Levy (b)	Collected to June 30 of Initial Fiscal Year		Cumulative Collection to June 30, 2021	
		Amount	% of Levy	Amount	% of Levy
2020-21	$ 36,379,535	$ 36,041,018	99.07 %	$ 36,041,018	99.07
2019-20	33,976,882	33,597,309	98.88	33,966,438	99.97
2018-19	32,097,385	31,714,236	98.81	31,891,123	99.36
2017-18	30,545,951	30,321,359	99.26	30,540,759	99.98
2016-17	29,471,064	27,952,666	94.85	29,466,097	99.98

_____

(a) Taxes are certified and collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum which is prorated at a monthly rate of 1.33%. Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment pays the entire year's tax bill by December 31. Interest and penalty collections for delinquent taxes are not included in the collection figures above, but are deposited in the County General Fund.

(b) The Tax Levy is adjusted downward in future years after the initial levy as a result of successful taxpayer appeals. The Tax Levy, net of resolutions (as presented in the Maricopa County Treasurer's Office report), is noted in this presentation.

(c) In the process of collection.

SPECIAL NOTE: The assessed valuation of property owned by the Salt River Project Agricultural Improvement and Power District ("SRP") is not included in the assessed valuation of the City in the prior table or in any other valuation information set forth in this Official Statement. Because of SRP's quasi-governmental nature, property owned by SRP is exempt from property taxation.

However, SRP may elect each year to make voluntary contributions in lieu of property taxes with respect to certain of its electrical facilities (the "SRP Electric Plant"). If SRP elects to make the in lieu contribution for the year, the full cash value of the SRP Electric Plant and the in lieu contribution amount is determined in the same manner as the full cash value and property taxes owed is determined for similar non-governmental public utility property, with certain special deductions.

If after electing to make the in lieu contribution, SRP then failed to make the in lieu contribution when due, the Treasurer of the County and the City have no recourse against the property of SRP and the City.

Since 1964, when the in lieu contribution was originally authorized in State statute, SRP has never failed to make that election. The fiscal year 2021-22 in lieu assessed valuation of SRP within the City is $43,273,000 which represents approximately 1.25% of the combined Net Assessed Limited Property Value in the City. SRP's total contribution in lieu of property tax payments (primary & secondary) was $443,311 for fiscal year 2018-19 and $434,953 for 2019-20.

Source: Treasurer of the County.

Direct and Overlapping Assessed Valuations and Total Tax Rates
Per $100 Assessed Valuation

Overlapping Jurisdiction	2021-22 Net Assessed Limited Property Value	2021-22 Combined Primary and Secondary Tax Rates Per $100 Net Assessed Limited Property Value
State of Arizona	$74,200,233,397	None
Maricopa County	48,724,126,672	$1.8435 (a)
Maricopa County Community College District	48,724,126,672	1.2881
Maricopa County Library District	48,724,126,672	0.0556
Maricopa County Flood Control District (b)	42,084,633,673	0.0090
Maricopa County Fire District Assistance Tax	48,724,126,672	0.1792
Maricopa County Special Health Care District	48,724,126,672	0.3046
Central Arizona Water Conservation District (c)	48,724,126,672	0.1400
East Valley Institute of Technology District No. 401(d)	23,998,252,082	0.0500
Chandler Unified School District No. 80	3,374,230,827	6.4111
Tempe Union High School District No. 213	4,201,600,213	2.4991
Kyrene Elementary School District No. 28	2,412,625,402	3.7820
Mesa Unified School District No. 4	3,544,450,333	7.3696
Gilbert Unified School District No. 41	2,356,761,360	6.2580
City of Chandler	3,463,794,661	1.1201

(a) Includes the State Equalization Assistance Property tax. This rate has been set at $0.4426 for fiscal year 2020-21 and is adjusted annually pursuant to Arizona Revised Statues, Section 41-1276.

(b) The assessed value of the Maricopa County Flood Control District does not include the personal property assessed value of the County.

(c) Value shown for the Central Arizona Water Conservation District covers only the County portion of such district.

(d) Includes Net Assessed Limited Property Value for the East Valley Institute of Technology District No. 401 within Pinal County.

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Foundation.

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Property Value by Property Classification

Set forth below is a breakdown of the Net Full Cash Assessed Property Valuation of the City by property classification.

Class	2017-18	2018-19	2019-20	2020-21	2021-22
Commercial, industrial, utilities and mines	$1,027,345,767	$ 1,102,515,089	$ 1,246,170,328	$ 1,412,928,374	$ 1,488,882,870
Agricultural and vacant	74,055,978	75,266,539	78,888,739	77,850,859	76,801,910
Residential (owner occupied)	1,472,336,279	1,574,405,659	1,681,112,768	1,837,472,779	1,990,237,285
Residential (rental)	574,699,601	646,538,541	738,411,405	847,104,454	946,787,996
Railroad	1,910,025	1,782,690	1,910,025	2,011,500	2,011,500
Historical property	156,435,042	88,612,464	124,084,500	130,572,188	177,317,246
Commercial historical property	-	-	-	-	-
Certain Government property improvements	432,241	383,733	400,055	477,042	520,137
Totals (a)	$3,307,214,933	$3,489,504,715	$3,870,977,820	$4,308,417,196	$ 4,682,558,944

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

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Net Assessed Limited Property Value of Major Taxpayers

Taxpayer (a)	Description	2021-22 Net Assessed Limited Property Value	City's Total 2021-22 Net Assessed Limited Property Value
Intel Corporation	Manufacturing Plant	$168,730,977	4.87%
NXP USA Inc	Manufacturing Plant	10,177,870	0.29%
Oracle America Inc	Corporation Service Company	4,767,196	0.14%
Air Products & Chemicals Inc	Industrial Gas Manufacturing	4,591,588	0.13%
Dell Equipment Funding LP	Corporation Service Company	3,675,016	0.11%
Cox Communications Arizona LLC	Communications	3,047,562	0.09%
Microsoft Corporation	Corporate Sales Office	2,554,402	0.07%
Williams Scotsman Inc	Contracting	2,358,990	0.07%
Rogers Corporation	Microwave Substrates	2,329,784	0.07%
Wells Fargo Bank	Financial Services	2,104,110	0.06%
Total		**$204,337,495**	**5.90%**
Total City Net Assessed Limited Property Value		**$3,463,794,661**	

Some of the major taxpayers, including Intel Corporation, NXP, Bank of America, NA, and Wells Fargo Bank NA are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith file the Filings with the Commission. The Filings may be inspected and copies are available at the public reference facilities maintained by the Commission. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. Neither the City, nor the Financial Advisor or their respective agents or consultants has examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: County Assessor's Office.

Property Values

The tables below list the various property values for the City for fiscal year 2015-16 through 2019-20. **All values herein are net of the estimated value of property exempt from taxation.**

Property Values for Fiscal Year 2017-18 through 2021-22

Fiscal Year	Net Assessed Limited Property Value	Net Full Cash Assessed Value	Estimated Net Full Cash Value (a)
2021-22	$ 3,463,794,661	$ 4,682,558,944	$ 40,751,143,934
2020-21	3,243,434,243	4,308,417,196	36,949,424,457
2019-20	3,011,152,689	3,870,977,820	33,312,389,044
2018-19	2,783,830,922	3,489,504,715	29,847,787,490
2017-18	2,675,480,112	3,307,214,933	28,994,678,811

(a) Estimated Net Full Cash Value is the total estimated "market value" of taxable property, which is calculated by multiplying the Full Cash Value by the ratio of Net Assessed Full Cash Value divided by the Assessed Full Cash Value. Each value as reported by the Assessor of the County in the State Abstract.

Source: *Abstract by Tax Authority*, Maricopa County Assessor's Office.

Assessed Limited Property Value and Secondary Property Tax Assessed Value Comparisons and Trends

The tables below are shown to indicate for fiscal year 2017-18 through 2021-22, the (i) Net Assessed Limited Property Values and (ii) Net Full Cash Values of the City, the County and the State of Arizona, each on a comparative basis.

Comparative Net Assessed Limited Property Value Histories

Fiscal Year	City of Chandler	Percent Increase/ (Decrease)	Maricopa County	Percent Increase/ (Decrease)	State of Arizona	Percent Increase/ (Decrease)
2021-22	$3,463,794,661	6.79%	$48,724,126,672	6.61%	$74,200,233,397	6.13%
2020-21	3,243,434,243	7.71	45,704,969,813	5.81	69,914,763,468	5.68
2019-20	3,011,152,689	8.17	43,194,326,395	6.86	66,154,632,834	6.14
2018-19	2,783,830,922	4.05	40,423,232,421	5.72	62,328,357,186	4.92
2017-18	2,675,480,112	4.76	38,236,246,402	5.63	59,404,007,785	2.10

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association and *Abstract and Assessment Roll*, State of Arizona Department of Revenue.

Comparative Net Full Cash Value Histories

Fiscal Year	City of Chandler	Percent Increase/ (Decrease)	Maricopa County	Percent Increase/ (Decrease)	State of Arizona	Percent Increase/ (Decrease)
2021-22	$4,682,558,944	8.68%	$67,535,008,138	9.24%	N/A	N/A
2020-21	4,308,417,196	11.30	61,824,712,434	9.25	N/A	N/A
2019-20	3,870,977,820	10.93	56,588,192,576	8.94	N/A	N/A
2018-19	3,489,504,715	5.51	51,944,549,119	7.45	N/A	N/A
2017-18	3,307,214,933	4.42	48,343,820,221	7.69	N/A	N/A

Source: *Abstract and Assessment Roll*, State of Arizona Department of Revenue

APPENDIX C

FORM OF APPROVING LEGAL OPINION

_____, 2021

MAYOR AND COUNCIL
City of Chandler, Arizona

We have examined the transcript of proceedings relating to the issuance by the City of Chandler, Arizona (the "*City*"), of its $_____ of aggregate principal amount General Obligation Bonds, Series 2021 (the "*Bonds*"). The Bonds are dated their date of initial delivery and bear interest payable January 1 and July 1 of each year to maturity, commencing _____, 2022.

As to questions of fact material to our opinion, we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The Bonds are valid and binding general obligations of the City, enforceable against the City in accordance with their terms.

2. All taxable property within the City is subject to the levy of a direct, annual, ad valorem tax to pay the principal of and interest on the Bonds without limit as to rate or amount. It is required by law that there be levied, assessed and collected, in the same manner as other taxes of the City, an annual tax upon the taxable property in the City sufficient to pay the principal of and interest on the Bonds when due.

3. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excluded from gross income for the purpose of calculating federal income taxes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax. The Bonds are not private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "*Code*"). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the City rebate to the federal government certain of the investment earnings with respect to the Bonds. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes from their date of issuance. The City has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Bonds. For purposes of this opinion we have assumed continuing compliance by the City with such restrictions, conditions and requirements that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purpose.

The rights of the owners of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

Timothy A. Stratton

APPENDIX D

CITY OF CHANDLER, ARIZONA

AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2020

The following audited financial statements are for the fiscal year ended June 30, 2020. These are the most recent audited financial statements available to the City. These audited financial statements may not represent the current financial conditions of the City. The City did not request the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the audited financial statements.

APPENDIX E

BOOK-ENTRY-ONLY SYSTEM

The description set forth below of the procedures and record-keeping with respect to beneficial ownership interests in the Bonds, payment of principal of, premium, if any, and interest on, the Bonds to Direct Participants, Indirect Participants and Beneficial Owners (each as hereinafter defined), and other information concerning DTC and the book-entry-only system of registration and transfer of beneficial ownership interests in the Bonds is based solely on information furnished by DTC to the City for inclusion in this Official Statement. Neither the City, the Bond Registrar and Paying Agent, the Financial Advisor, nor their agents or counsel make any representations as to the accuracy or completeness thereof.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for the Bonds in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial owners will not receive written confirmation from DTC of their purchaser. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by participants to Beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to Bond Registrar and Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to Bond Registrar and Paying Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Bond Registrar and Paying Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the City believes to be reliable, but the City, the Financial Advisor or their counsel or agents takes no responsibility for the accuracy thereof.

NEITHER THE CITY, THE BOND REGISTRAR AND PAYING AGENT, THE FINANCIAL ADVISOR, NOR THEIR AGENTS OR COUNSEL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANT, INDIRECT PARTICIPANT OR TO ANY BENEFICIAL OWNER WITH RESPECT TO: (I) THE BONDS, (II) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (III) THE TIMELY OR ULTIMATE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR OF INTEREST ON THE BONDS; (IV) THE TRANSMITTAL BY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDHOLDERS; (V) ANY CONSENT GIVEN BY DTC OR OTHER ACTION TAKEN BY DTC AS REGISTERED OWNER; OR (VI) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS.

$33,375,000*
CITY OF CHANDLER, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2021

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. 158843)

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Chandler, Arizona (the "*City*") in connection with the issuance of its General Obligation Bonds, Series 2021 (the "*Bonds*"). In consideration of the initial sale and delivery of the Bonds, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Bondholders (as defined herein) and in order to assist the Participating Underwriter (as defined herein) in complying with the Rule (as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized bond counsel as may be selected by the City.

"*Bondholder*" shall mean any registered owner or beneficial owner of the Bonds.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), except that "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____, 2021] relating to the Bonds.

* Preliminary, subject to change.

"*Participating Underwriter*" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. **Provision of Annual Reports**.

(a) The City shall, or shall cause the Dissemination Agent to, not later than February 1 of each year (the "*Filing Date*"), commencing February 1, 2022, provide electronically to MSRB, in a format prescribed by MSRB, an Annual Report for the fiscal year ending on the preceding June 30 which is consistent with the requirements of Section 4 of this Disclosure Certificate. Should the City's fiscal year change to something other than July 1 to June 30, then the Annual Report will be provided not later than seven months after the end of such fiscal year. Currently, filings are required to be made with EMMA. Notice of any such change in the City's fiscal year will be filed with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than such Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following subsections of the Official Statement:

(1) Estimated Net Full Cash Value and Assessed Values;
(2) Statements of Bonds Outstanding;

(3) Property Tax Assessment Ratios;
(4) Real and Secured Property Taxes Levied and Collected;
(5) Direct and Overlapping Tax Rates per $100 Assessed Valuation;
(6) Property Value by Property Classification;
(7) Net Limited Property Assessed Valuation of Major Taxpayers.

(C) In the event of an amendment pursuant to Section 8 hereof not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial Statements included within the Official Statement.

Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Bonds. The City shall in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of Bondholders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

"Materiality" will be determined in accordance with the applicable federal securities law.

Note to Section 5(a)(xii): For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Bondholders, as determined by Bond Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Bondholder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Bonds or the resolution authorizing the Bonds.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Bond Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Bondholders, and shall create no rights in any other person or entity.

Section 15. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signatures on following page]

Date: _____, 2021.

CITY OF CHANDLER, ARIZONA

By_____
Its Management Services Director

[Signature page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] General Obligation Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated [_____, 2021]. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

City of Chandler, Arizona

By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] General Obligation Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [_____, 2021], with respect to the above-named Bonds. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

City of Chandler, Arizona

By_____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: City of Chandler, Arizona
Name of Bond Issue: [$_____] General Obligation Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 158843

NOTICE IS HEREBY GIVEN that the City failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated [_____, 2021].

Dated: _____

City of Chandler, Arizona

By_____
Its _____

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Community of Innovation

City Council Memorandum **Management Services** **Memo No.** N/A

Date:	August 26, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Management Services Director
From:	Christina Pryor, Purchasing and Material Manager
Subject:	Agreement No. WH2-914-4361, Electrical Supplies

Proposed Motion:

Move City Council approve Agreement No. WH2-914-4361, with Consolidated Electrical Distributors, Inc., DBA Arizona Electric Supply, for electrical supplies, in an amount not to exceed $400,000, for the period of September 1, 2021, through August 31, 2022.

Background/Discussion:

This agreement is for the purchase of a variety of electrical supplies that are stocked in Central Supply and used by the Public Works and Utilities, Community Services, and Neighborhood Resources departments and Buildings and Facilities Division. These departments and divisions can also purchase items directly from the recommended supplier. Items available under this agreement include street lighting, electrical wire, connectors, conduits, ballasts, and traffic equipment.

Evaluation:

On July 7, 2021, City staff issued Invitation for Bid No. WH2-914-4361, for electrical supplies. Notification was sent to all registered vendors. Four responses were received from the following bidders:

AM Signal
Border States Electric
Consolidated Electrical Distributors, Inc., DBA Arizona Electric Supply
Voss Lighting

Staff recommends award to Consolidated Electrical Distributors, Inc., DBA Arizona Electric Supply, as the lowest responsive and responsible bidder.

Financial Implications:

Funds for the purchase of electrical supplies will come from the Central Supply Inventory account (101.0000.1516). Individual cost centers will be charged for supplies as they are issued from Central Supply to various departments.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.0000.1516.0.0.0	General Fund	N/A	$400,000	N

Attachments

4361 Agreement - Electrical Supplies

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER PURCHASE AGREEMENT
ELECTRICAL SUPPLIES
CITY OF CHANDLER AGREEMENT NO. WH2-914-4361

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Consolidated Electrical Distributors Inc. dba Arizona Electric Supply, a Delaware Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2021 (Effective Date).

RECITALS

A. City proposes to purchase electrical supplies as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

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SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

The term of the Agreement is one-year (s) and begins on September 1, 2021, and ends on August 31, 2022, unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one-year (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 approved and accepted by the City under this Agreement must not exceed $400,000. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement

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price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in

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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.

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Juan Martinez	Name: David Dillman
Title: Supply Supervisor	Title: Manager
Address: 975 E. Armstrong Way, Bldg. I.	Address: 807 W. Broadway Road
Chandler, AZ 85286	Mesa, AZ 85210
Phone: 480-782-2416	Phone: 480-834-8050
Email: Juan.Martinez@chandleraz.gov	Email: ddillman@aesmesa.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

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5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement

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and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

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5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that

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data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and

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responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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.

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5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

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5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Dave Dillman

Its: Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

1. GENERAL SPECIFICATIONS

- The Contractor shall maintain sufficient local parts inventory to support the City's needs for electrical supplies.

- In addition to the items listed on the Price Page, bidders may also provide a statement of applicable discount percentage off catalog prices for all other electrical supplies not listed on the Price Page. The percentage discount offered on the items listed on the Price Page shall be the same as the percentage discount off catalog items.

- Updates to reference catalogs shall be provided at no cost to the City. The Contractor is encouraged to provide web-based electronic catalog access, if applicable.

2. DELIVERY

- Contractor shall deliver all electrical supplies to the Central Supply Warehouse located at 975 E. Armstrong Way, Building I, Chandler, AZ 85286, unless otherwise specified at time of order.

- Deliveries shall be made on City regularly scheduled workdays between 7:00 a.m. and 2:30 p.m., or as requested by the Agreement Administrator.

- Deliveries and pick up of supplies may be required on weekends and off hours due to emergencies. Delivery locations in the event of emergencies may vary.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Bidders shall complete and submit this Price Page. Items should be bid as specified.

Item #	Description	Unit Price
1	Bolt, Security, For Pull Box, Pentahead Bolt, 3/8" x 1-1/2" (T-304) Head	$4.00
2	Box, Pull, Street Light, "J Box" Part #PC1118, with Lids	$200.00
3	Box, Pull, Traffc Signal #5, N16 Style, Without Cover	$39.50
4	Box, Pull, Traffic Signal #7, Fiberlite, FL36TBOX12, 17x30x12, with out Cover	$60.50
5	Cable, Pre-Emption, 2003-Opticom, with 3-color Coded Conductors, 1000 FT/RO Red, Orange, Blue - 20 A.W.G. = Gauge	$494.00
6	Cable, Traffic Signal, SIG 05 - conductor, 14 A.W.G., Conductor, 1000 FT/RO	$1,112.50
7	Cable, Traffic Signal, SIG 20 - conductor, 14 A.W.G., Solid Conductor, IMSA 20-1, 1000 FT/RO	$3,987.50
8	Cable, Traffic Signal, Type SIG 07 - conductor, 14 A.W.G. 07 Con. 1000', Solid, 147201S	$1,475.00
9	Belden 1036A 18-1T STR BC PVC O/A FOIL SHD PVC JKT 105C 300V BLK/WHT/RED UL PLTC OR ITC, 5000' Spool	$650.00
10	Cover, Christy FL16T lid with traffic signal on it, #5	$83.29
11	Cover, Pull Box, #7, Fiberlite, FL36T with Traffic Signal On It.	$176.50
12	Fuse, 10A, KTK-10, HCLR-10 Brush	$2.50
13	Fuse, Dual element, 1-1/2A, FNM-1-1/2, Fusetron	$1.90
14	Holder, Fuse, Waterproof, Inline, HEB-AA Bussmann, #051712-71820	$5.24
15	Townview LED TVPRS3S16G175730ASR7	$505.00
16	Photo Cell, Blue, 105-285 Volt, Electronic, Fisher Pierce #N7790B-ESS	$7.33
17	PHOTO CELL, RIPLEY# 6390TF-FO-BK-1.0 6390, TRUE FILTER, BLACK, 105-305V	$7.48
18	Tape, Electrical, Black 3M 33+Super, 3/4" x 66'	$4.68
19	Wire, Electrical, CU, SOLID, THHN, #10, Black, 500 FT/RO	$164.00
20	Wire, Electrical, CU, SOLID, THHN, #10, Brown, 500 FT/RO	$164.00
21	Wire, Electrical, CU, SOLID, THHN, #10, Green, 500 FT/RO	$164.00
22	Wire, Electrical, CU, SOLID, THHN, #10, Red, 500 FT/RO	$164.00

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23	Wire, Electrical, CU, SOLID, THHN, #10, White, 500 FT/RO	$164.00
24	Wire, Electrical, CU, Solid, THHN, #12, Black, 500 FT/RO	$108.00
25	Wire, Electrical, CU, Solid, THHN, #12, Green, 500 FT/RO	$108.00
26	Wire, Electrical, CU, Solid, THHN, #12, White, 500 FT/RO	$108.00
27	Wire, Electrical, CU, Stranded, THHN, #10 Black, 500 FT/RO	$176.00
28	Wire, Electrical, CU, Stranded, THHN, #10 Brown, 500 FT/RO	$176.00
29	Wire, Electrical, CU, Stranded, THHN, #10, Green, 500 FT/RO	$176.00
30	Wire, Electrical, CU, Stranded, THHN, #10, Red, 500 FT/RO	$176.00
31	Wire, Electrical, CU, Stranded, THHN, #10, White, 500 FT/RO	$176.00
32	Wire, Electrical, CU, Stranded, THHN, #12, Black, 500 FT/RO	$115.00
33	Wire, Electrical, CU, Stranded, THHN, #12, Green, 500 FT/RO	$115.00
34	Wire, Electrical, CU, Stranded, THHN, #12, Red, 500 FT/RO	$115.00
35	Wire, Electrical, CU, Stranded, THHN, #12, White, 500 FT/RO	$115.00
36	LID FOR SRP J BOX, PART# A6001428, ARMORCAST 11 X 18 RPM COVER ONLY, 10K W/BOLT HOLES	$50.00
37	CAP, SHORTING, PHOTO-CELL, UV-RESISTANT, LINE VOLTAGE UP TO 480V, N.C., FISHER PIERCE #FPN1038-1	$5.25
38	MULTI-PORT BUS CONNECTOR, FOR 6 GAUGE TO 12 GAUGE WIRE, PART# T&B RAB-4-C	$17.90
39	PHILLIPS #RFS-35W12LED-4K-G2-R2M-UNV-DMG-FAWS/RCD7-BR	$156.25
40	PHILLIPS #RFM-72W32LED-4K-G2-R2M-UNV-DMG-FAWS/RCD7-GY3	$575.00
41	PHILLIPS #RFS-35W12LED-4K-G2-R2M-UNV-DMG-FAWS/RCD7-GY3	$252.00
42	COOPER # NVN-AF-03-D-U-SL2-10K-800-4N7-AP	$575.00
43	PHILIPS# RFM-130W32LED4K-G2-R2M-UNV-DMG-FAWS-RCD7-GY3	$252.00
44	BULB, 96", PHILLEDT8HO9684044WBB, 44T8HO/COR/96-840/MF54/G/R17d, 8' 10/CASE	$19.95
45	PHILIPS SOLAR FIXTURE BRP710 LED30 CW MR S1 12V LFP AIO SOLAR	$749.25
46	SOLAR FIXTURE BRACKET; AES-CH-5SQ-BZ	$99.00

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Specify percentage off list price and/or catalogs for like items not named in pricing list. Add additional lines as needed.

Manufacturer	Catalog No. and Date	Percent off Price List
Philips/Signify	Signify.com	25%
Old Castle (Christy)	Oldcastleprecast.com	5%
Ripley	Reipleylightingcontrols.com	5%
Littlefuse	Littlefuse.com	40%
Eaton	Eaton.com	22%
Dialight	Dialight.com	22%
Leviton	Leviton.com	30%
TNB/ABB	Tnb.abb.com	10%

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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

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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.

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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.

C. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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ITEM 21

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 22-015

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Management Services Director
From: Danielle Wells, Revenue and Tax Manager
Subject: New License Series 12, Restaurant Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Calitacos Restaurant 2, LLC, DBA Calitacos

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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. 152939, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, Calitacos Restaurant 2, LLC, DBA Calitacos, located at 225 W. Warner Road, Suite 1-2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301414.

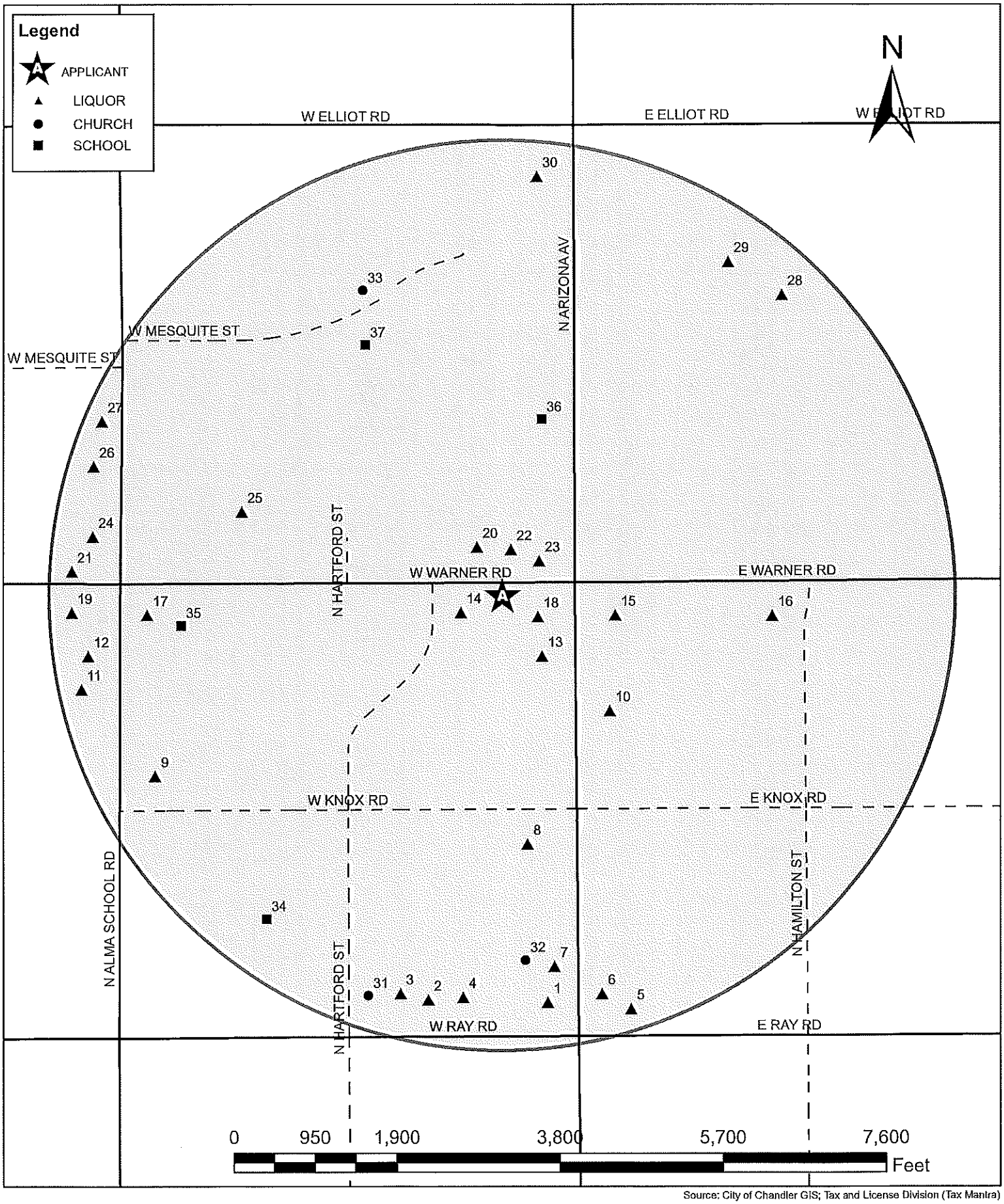
Discussion:

This application for a liquor license was posted for hearing on August 26, 2021.

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

Attachments

A-Map
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

Liquor License Map - 225 W. Warner Road Suite 1

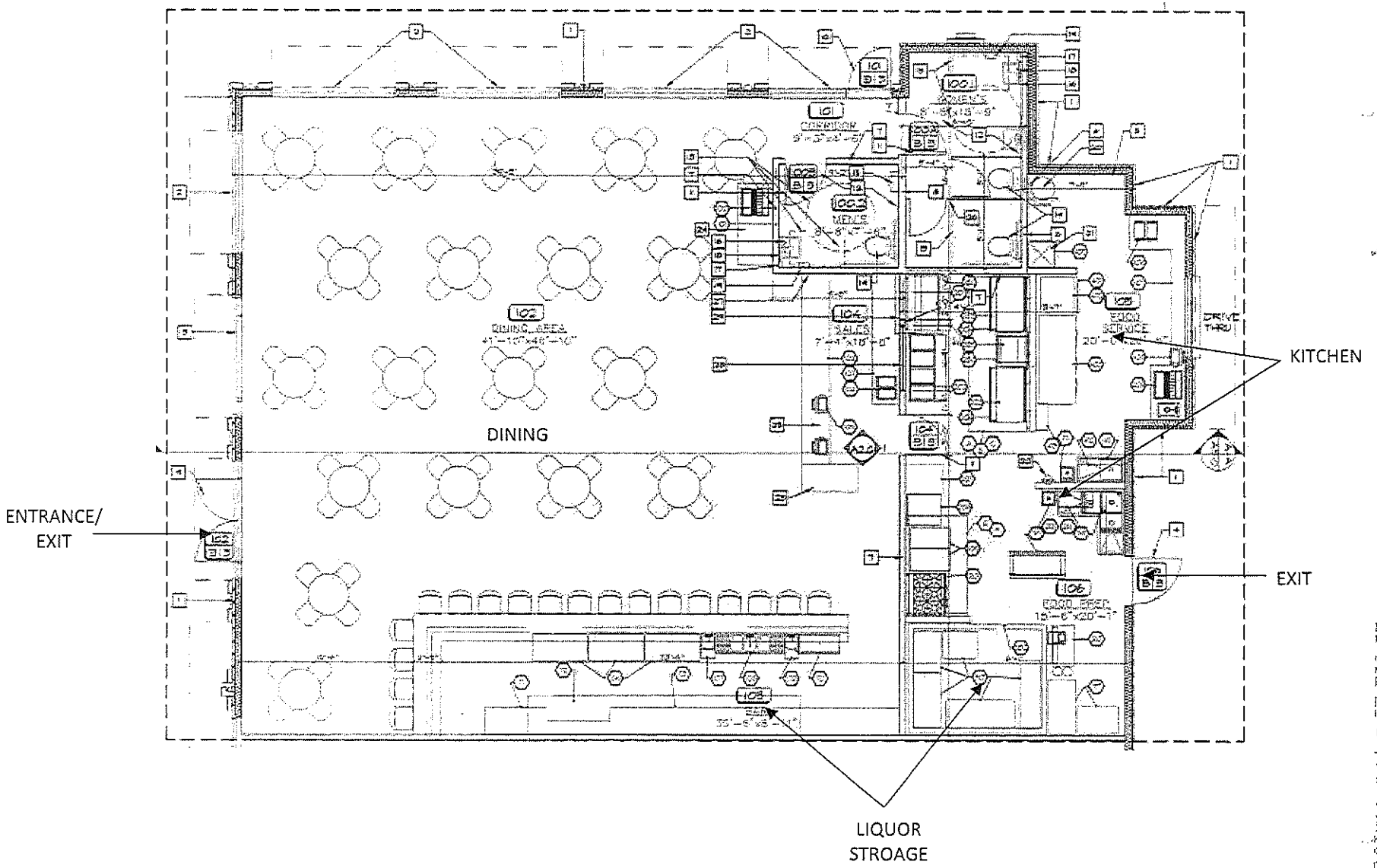
This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additonal information

A Calitacos
1 Pizza Hut #35851
2 Mexico Magico Y Cantina LLC
3 Carniceria El Herradero LLC
4 Dollar General Store #10200
5 Food City #26
6 Family Dollar Store #25024
7 El Rancho Market Of Chandler Inc
8 Pizza On 87
9 Circle K Stores Inc 5973
10 American Way Market Cafe
11 Bella Gusto Urban Pizzeria
12 Zorbas Restaurant
13 AMF Chandler Lanes
14 Down Time Wines
15 Quiktrip #427
16 San Tan Brewing Company
17 Shell
18 Mambos Dominican Kitchen
19 99 Cents Only Store #167
20 Wild Elk Den
21 Tao Garden
22 Jolie'S Place
23 Tom Ryans Lounge
24 Barros Pizza
25 Wal-Mart Store #1512
26 Ninja Japanese Restaurant LLC
27 Von Hanson's Meats
28 Hensley Beverage Company
29 Quench Fine Wines
30 Circle K Store 3445
31 First Assembly Of God
32 Iglesia Biblica Pan De Vida
33 Lds Church
34 Knox Elementary School
35 Archway Classical Academy
36 Providence High School
37 Sirrine Elementary School

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.

CALITACOS
225 W WARNER RD STE 1-2
CHANDLER, AZ 85225
2,971 S.F.



'21 JUL 21 Liqr. Lic. AM10:35

ITEM 22

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 22-012

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Management Services Director
From: Danielle Wells, Revenue and Tax Manager
Subject: License Series 12, Restaurant Liquor License Application for Jeffrey Craig Miller, Agent, Marty's BBQ, LLC, DBA Twisted Cactus Brew & BBQ

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 154808, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Martys BBQ, LLC, DBA Twisted Cactus Brew & BBQ, located at 4080 W. Ray Road, Suite 26, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301307.

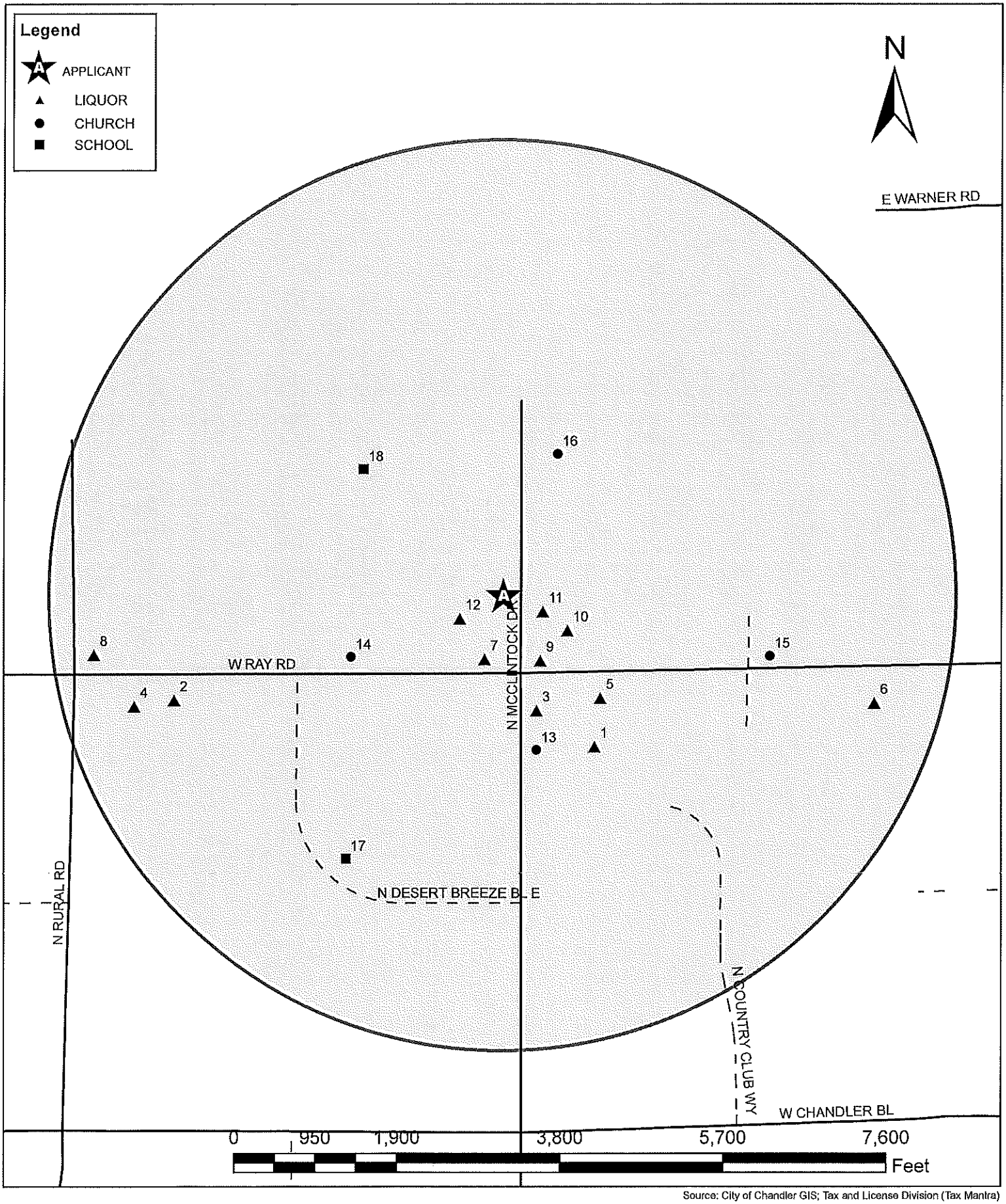
Discussion:

This application for a liquor license was posted for hearing on August 26, 2021.

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

Attachments

A-Map
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

Liquor License Map - 4080 W. Ray Road Suite 26

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

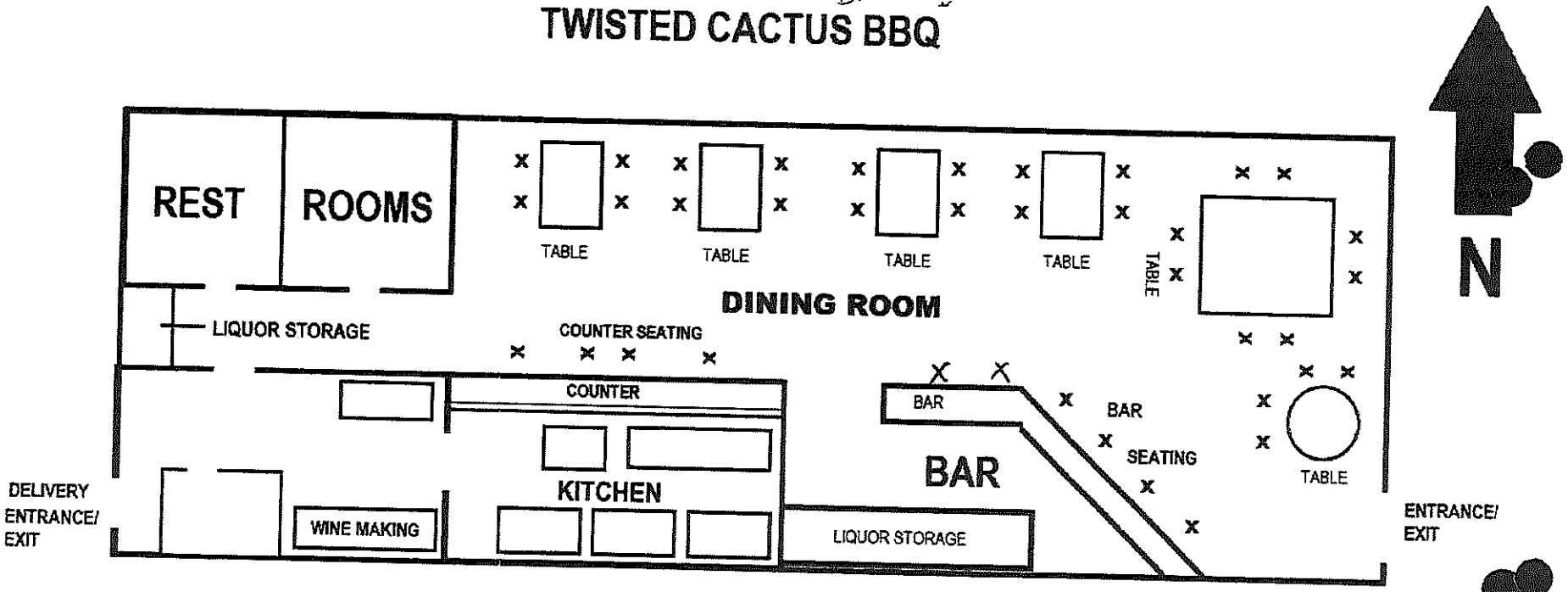
Please refer to attached list for additonal information

A Twisted Cactus Brew & BBQ
1 Maguro Sushi
2 New India Gate
3 Circle K Store # 9182
4 Sawtooth Bar And Grill
5 AMF Mcray Plaza Lanes
6 Lucky Lou'S American Grill
7 Fast Market # 4601
8 Circle K Store # 9160
9 Cvs/Pharmacy #3967
10 Pizza Twist
11 Helluva Brewing Company
12 Safeway #2997
13 Pollack Chabad Center
14 Corona Baptist Church
15 St Andrews Church
16 Saint Columba Kim Roman Catholic Mission
17 Kyrene de Las Brisas Elementary School
18 Kyrene Del Cielo Elementary School

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.

TWISTED CACTUS BBQ

Brew &



1792 SQ FT

'21 JUL 8 Liq. Lic. AM 8:50

ITEM 23

City Council Memorandum **Management Services** **Memo No.** 22-011

Date: August 26, 2021

To: Mayor and Council

Thru: Joshua H. Wright, City Manager
Dawn Lang, Management Services Director

From: Danielle Wells, Revenue and Tax Manager

Subject: License Series 10, Beer and Wine Store Liquor License Application for Amy S. Nations, Agent, Chandler Gas & Store, LLC, DBA Arco AM/PM

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 154806, a Series 10, Beer and Wine Store Liquor License, for Amy S. Nations, Agent, Chandler Gas & Store, LLC, DBA Arco AM/PM, located at 1735 S. Cooper Road, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 301383.

Discussion:

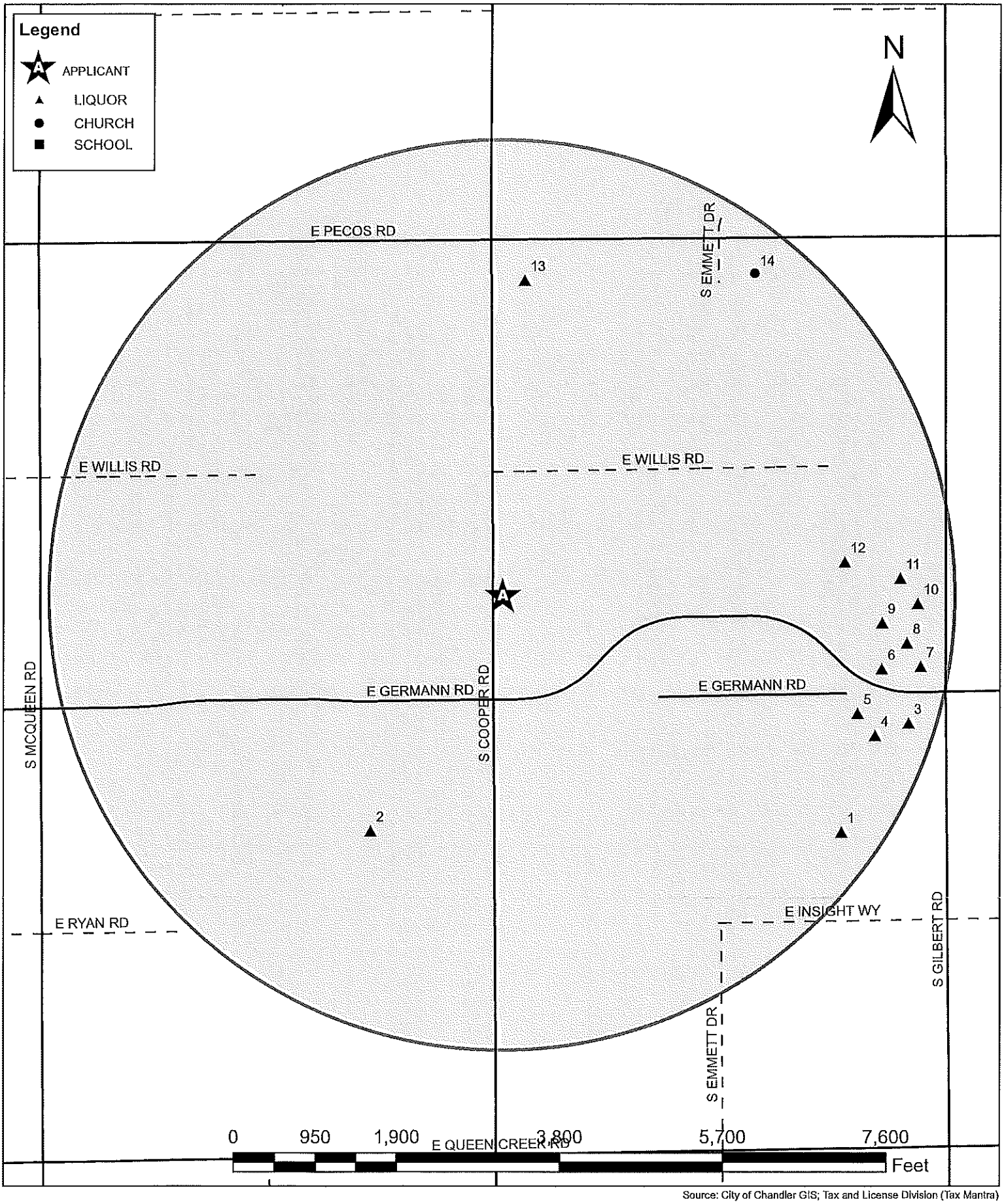
This application for a liquor license was posted for hearing on August 26, 2021.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 10, Beer and Wine Store Liquor License, the business may sell beer and wine only for off-premise consumption.

Attachments

A-Map

B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

Liquor License Map - 1735 S. Cooper Road

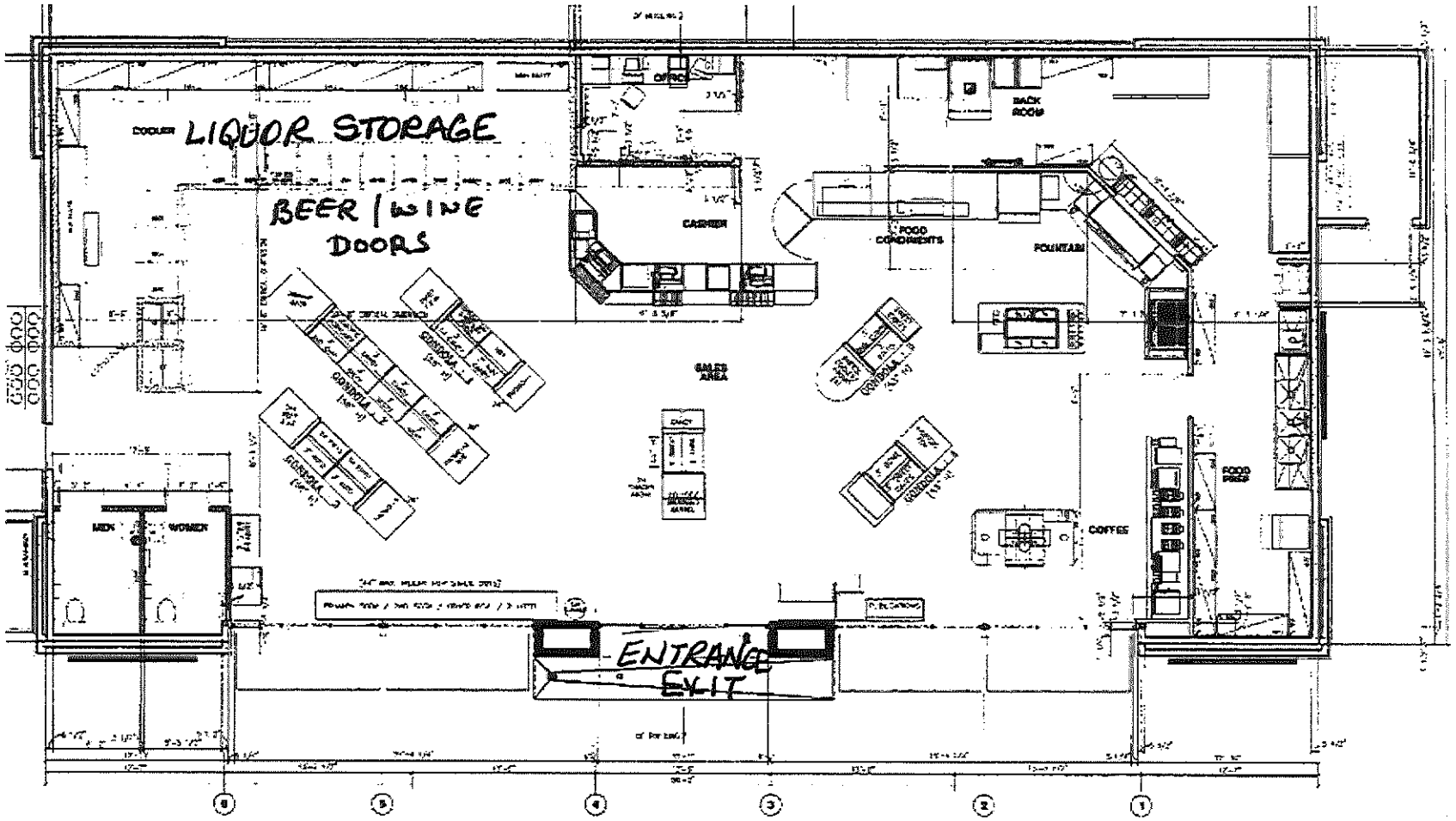
This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additonal information

A Arco AM PM
1 The Forum
2 Hangar Cafe LLC
3 Native New Yorker Restaurant
4 Moreno'S Mexican Grill
5 Jogoya Sushi Seafood Buffet
6 Broken Yolk Cafe
7 Harkins Chandler Crossroads LLC
8 Rubio'S Fresh Mexican Grille#197
9 Brooklyn V'S Pizza
10 Old Chicago Pizza & Taproom
11 Olive Garden Italian Restaurant #1747
12 Walmart #3360
13 Circle K Store #2741604
14 LDS Seminary

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.

N ←


LIQUOR STORAGE
BEER | WINE DOORS
COOLER
OFFICE
BACK ROOM
CASHIER
FOOD CONDIMENTS
FOUNTAIN
SALES AREA
GONDOLA
MEN
WOMEN
COFFEE
ENTRANCE
EXIT

ITEM 24

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 22-013

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Management Services Director
From: Danielle Wells, Revenue and Tax Manager
Subject: Liquor License Series 7, Beer and Wine Bar Liquor License Application for Denise Kathleen McCreery, Agent, D'Vine Gourmet

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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. 154880, a Series 7, Beer and Wine Bar Liquor License, for Denise Kathleen McCreery, Agent, D'Vine Gourmet, located at 72 S. San Marcos Place, and approval of the City of Chandler, Series 7, Beer and Wine Bar Liquor License No. 301356.

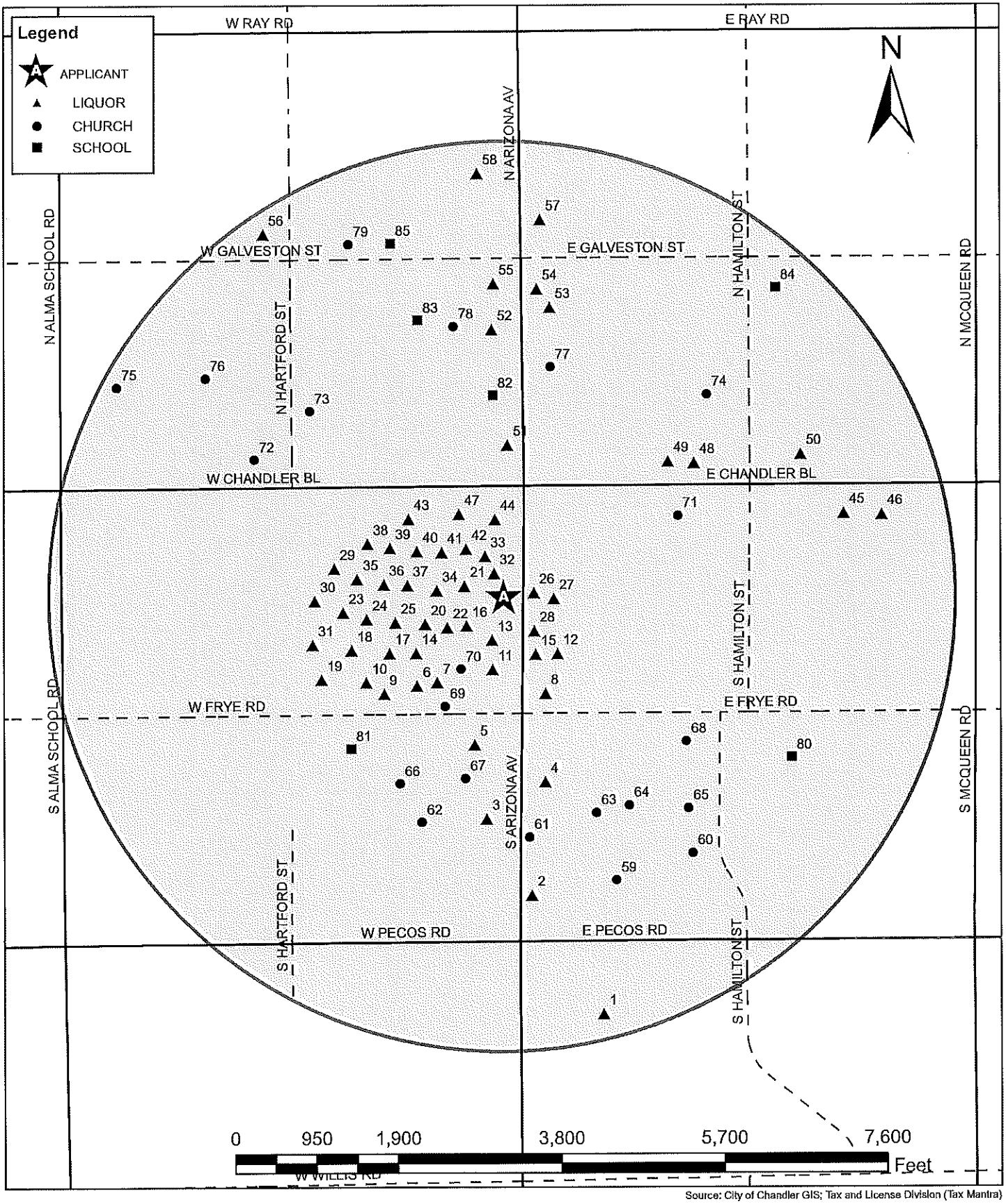
Discussion:

This application for a liquor license was posted for hearing on August 26, 2021.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 7, Beer and Wine Bar Liquor License, the business may sell beer and wine only for on or off-premise consumption.

Attachments

A-Map
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

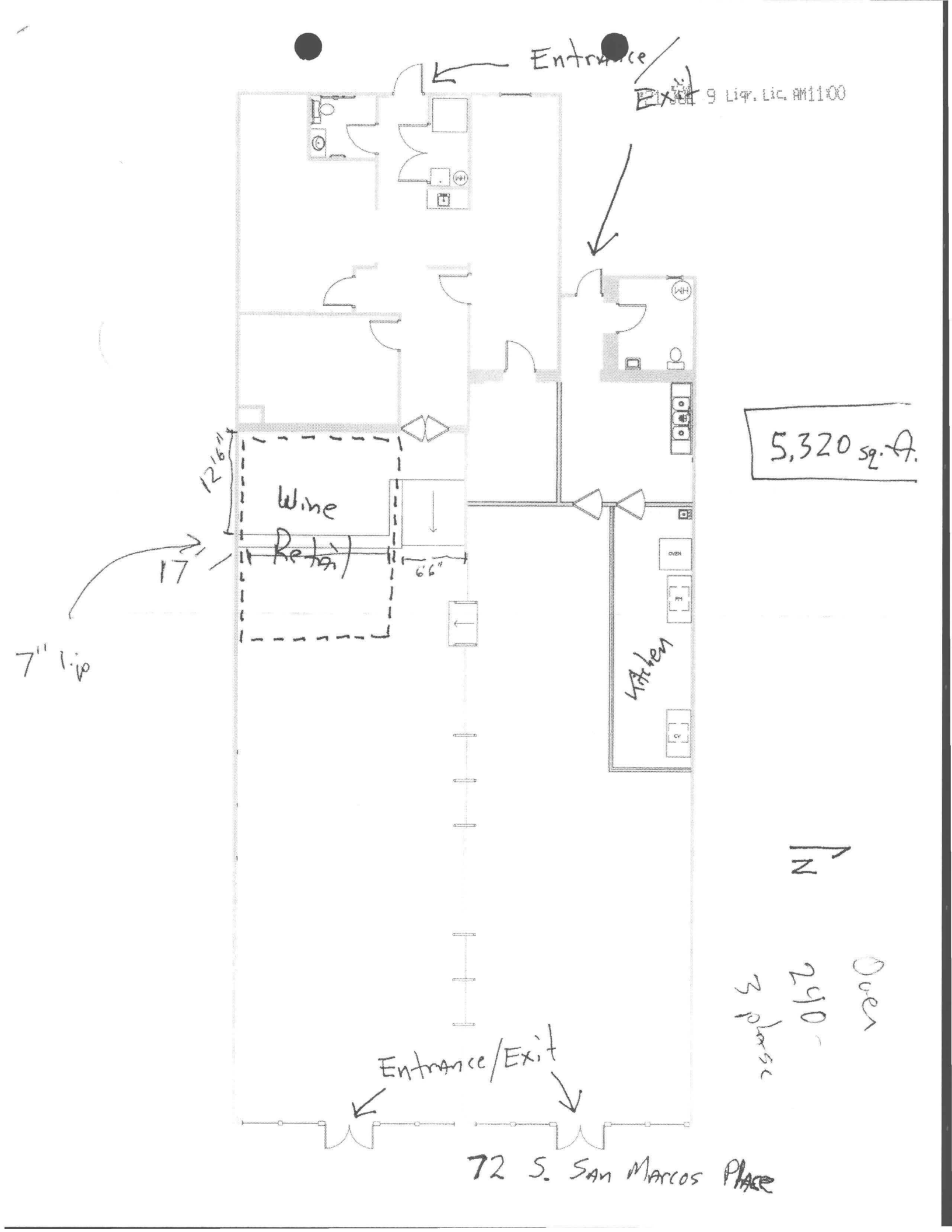
Liquor License Map - 72 S San Marcos Place

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additonal information

A D'Vine Gourmet
1 Walmart #2671
2 Veterans Of Foreign Wars #7401
3 Circle K Stores Inc #905
4 Payless Market
5 El Herradero Brothers Frye
6 Gadzooks Enchiladas And Soup
7 The Sleepy Whale
8 Circle K Store #9187
9 Improvmania
10 Ghett Yo Taco
11 The Perch
12 Quarthaus
13 The Local Chandler
14 Downtown Chandler Steakhouse
15 Serrano'S Mexican Food
16 Hilton Garden Inn Chandler Downtown
17 The Stillery
18 Jinya Ramen Noodle Bar
19 Charm Thai Cuisine
20 The Brickyard
21 Pedal Haus Brewery
22 Sasha'S Kitchen & Cocktails
23 Next Door Novelties
24 West Alley Bbq
25 Puro Cigar Bar
26 Inchin's Bamboo Garden
27 Soho 63
28 Tipsy Egg & The Uncommon
29 Cheba Hut
30 Bourbon Jacks Grill
31 Paletas Betty
32 Blacksheep Wine And Merchant
33 Murphy'S Law Irish Pub
34 Mingle + Graze
35 Hidden House
36 San Tan Brewing Company Inc
37 Crust Simply Italian
38 Crowne Plaza - Chandler
39 Craft 64
40 Eastwind Sushi And Grill
41 Truland Burgers & Greens
42 Over Easy
43 San Marcos Golf Course
44 La Ristra
45 Singing Pandas Asian Restaurant & Bar
46 El Alamo Super Carniceria
47 Flix Brewhouse Az Llc
48 Rapid-O Mart
49 La Lumbrera Carniceria
50 Chandler Boulevard Lounge
51 Chandler Center For The Arts
52 Max And Teds 480
53 Chodang Tofu Restaurant
54 La Familia New Market
55 Chandler Liquors
56 Kwik Mart
57 Casa Maria Mexican Restaurant
58 7-Eleven 13011E
59 Grace Memorial
60 Chandler Foothills Community Church
61 Methodist Church
62 Chandler Church
63 Mount Olive Missionary Baptist Church
64 Pentacost Church Of Jesus Christ
65 Centro De Alabanza Juda
66 Missionary Baptist Church
67 Azcend
68 Door Christian Center
69 Church Of God
70 Iglesia Del Nazareno
71 Centro Evangelistico Church Of God
72 Kingdom Hall Church
73 Church Of Nazarene
74 East Valley Apostalic Church
75 St Matthews Episcopal Church
76 Holy Trinity Lutheran Church
77 Lds Seminary
78 International Assembly Of God
79 St Marys Church
80 Frye Elementary School
81 San Marcos Elementary School
82 Chandler High School
83 Arizona College Prep - Oakland Campus
84 Galveston Elementary School
85 St. Mary-Basha Catholic School

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.


Entrance
Exit
9 Liq. Lic. AM1100
5,320 sq. ft.
12'6"
Wine
Retail
17'
6'6"
7" lip
Kitchen
N
Oven
2 sinks
Entrance/Exit
72 S. San Marcos Place

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City Council Memorandum **Police Memo No.** N/A

Date:	August 26, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Sean Duggan, Police Chief
From:	Chris Perez, Police Commander
Subject:	Maricopa County Detention Services for Fiscal Year (FY) 2021-2022

Proposed Motion:

Move City Council approve the use of Maricopa County detention services, for the booking and housing of inmates, in an aggregate amount not to exceed $1,477,573, for one year, July 1, 2021 through June 30, 2022.

Background/Discussion:

The Maricopa County Sheriff's Office (MCSO) is tasked with the housing and booking of inmates, pre- and post-IA (initial appearance), as well as post-conviction, in accordance with A.R.S. § 11-441 governing the housing of inmates by law enforcement jurisdictions within each county. The City remits payment on a monthly basis to MCSO for the actual cost for detention services for inmate housing and prisoner care.

Evaluation:

Maricopa County provides detention services including booking and housing for individuals detained by the Chandler Police Department for more than 24 hours. Staff recommends the use of Maricopa County detention services for the booking and housing of inmates for one year, July 1, 2021 through June 30, 2022.

Financial Implications:

Funding source is 101.2070.5240 (General Fund, Detention Services - Prisoner Care) for an aggregate amount not to exceed $1,477,573.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2071.5240.0.0000	General Fund	N/A	$1,477,573	N

Attachments

FY22 Final Jail Per Diem Billing Rates

Maricopa County

Lee Ann Bohn
Assistant County Manager

www.maricopa.gov

301 West Jefferson Street, Suite 960
Phoenix, AZ 85003-2143
Phone: 602-372-7020
Fax: 602-506-3436
www.maricopa.gov

To: Maricopa County Detention Billing Agencies
From: Lee Ann Bohn, Assistant County Manager
Date: February 1, 2021
Subject: Final Jail Per Diem Billing Rates for FY2022

The purpose of this memorandum is to provide the **final** Jail Per Diem Billing Rates for FY2022. The following table illustrates the final Jail Per Diem Rates that will be effective July 1, 2021.

Jail Per Diem Rates	FY 2022 Gross Rate	CARES Act Credit	FY 2022 Net Rate	FY 2021 Rate	Difference	Percent Change
Housing Rates	$134.20	($38.76)	$95.44	$102.55	($7.11)	(6.9%)
Booking Rates	$611.84	($169.48)	$442.36	$396.98	$45.38	11.4%

The FY2022 Jail Per Diem Rates were developed as part of a comprehensive jail per diem rate study performed by MGT Consulting (MGT). MGT is a recognized expert for preparing cost allocation models and has been used in prior years to review the methodology and rate development used in calculating the Jail Per Diem rates.

The FY2022 Jail Per Diem rates consist of housing and booking rates based on the Maricopa County Sheriff's Office (MCSO) and Correctional Health Services (CHS) FY2021 budgeted direct and indirect costs and the Central Service Cost Allocation (CSCA) charges, which include technology infrastructure, depreciation, facility maintenance, and other allocated costs. The rates are then derived by dividing the budgeted costs by the units of service, man days or bookings for the housing rate and booking rate, respectively.

For the FY2022 rates, Maricopa County provided credits to both the housing and booking rates to account for funding received as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act for necessary expenditures incurred due to the public health emergency with respect to COVID-19. Maricopa County utilized $95.4 million in CARES Act funding for salaries, benefits and other payroll costs related to MCSO and CHS detention related activities. As these costs represent reimbursement of budgeted expenditures used as part of the jail rate calculations, a credit to the rates was calculated to pass the CARES Act assistance onto the utilizing jurisdictions. The table above demonstrates the base rates as calculated by MGT and the credit applied as a result of the CARES Act to derive the net FY2022 Jail Per Diem rates.

Budgeted costs for the development of the FY2022 rate totaled approximately $332.1 million, an increase of $11.1 million or 3.5% from the prior year. Approximately 97% of these costs are absorbed by Maricopa County while 3% is

estimated to be recovered through Jail Per Diem charges to the utilizing jurisdictions. Of the budgeted costs, MCSO had an increase in housing costs and booking costs of $5.2 million or 2.4% and $3.9 million or 13.7%, respectively. CHS had an increase in housing costs and booking costs of $1.0 million or 1.6% and $988.7 thousand or 9.8%, respectively. The following provides additional explanation of these changes:

- Retirement benefits costs increased as a result of a 3.9% increase in the employer contribution rate for the Corrections Officers Retirement Plan.

- Personnel costs increased as a result of reduced vacancies and additional Detention Officer staffing to support a direct supervision model for the Intake Transfer and Release facility, which opened in November 2020.

- Budgeted personnel costs increased for those eligible for annual pay-for-performance salary adjustments.

In addition, a significant contributor to the increase in the FY2022 gross booking and housing rates is the year-over-year decline in bookings and man days (housing days). As the rates are derived by dividing budgeted costs by the units of service (bookings or man days), any reduction in these factors contributes to a higher rate. The number of bookings decreased from 96,064 to 70,241 or (26.9%). In addition, custody man days also decreased from 2,853,941 to 2,226,799 or (21.97%). These decreases are believed to be a result of several factors including the impact of the COVID-19 pandemic on the jail population. Although the decline in bookings and man days resulted in increases in the rates, Maricopa County passed on the CARES Act credits to the utilizing jurisdictions to help minimize the impact that decreased utilization had on the FY2022 rates.

Questions regarding Detention Facilities, please contact Dan Campion, MCSO Budget and Finance Administrator, at (602) 876-3241 or via email to: D_Campion@MCSO.maricopa.gov.

Questions regarding Correctional Health Services, please contact Cody Johnson, Finance Manager, at (602) 506-1070 or via email to: Cody.Johnson@Maricopa.gov.

Maricopa County will publish the final jail per diem rates at the following location:
https://www.maricopa.gov/5167/Financial-Reports.

If you have any questions, please send an email to Finance Internet Feedback:
FIN.FinanceInternetFeedback@maricopa.gov

cc: City/Town Manager

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Community of Innovation

City Council Memorandum **Police Memo No.** N/A

Date:	August 26, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Sean Duggan, Police Chief
From:	Carole Speranza, Police Operations Support Supervisor
Subject:	Agreement PD2-680-4356, Police Duty Gear

Proposed Motion:

Move City Council approve Agreement No. PD2-680-4356, with 030530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for police duty gear, in an amount not to exceed $80,000, for the period of August 31, 2021, through August 30, 2022.

Background/Discussion:

This contract provides the Police Department's annual needs for supplies and duty gear for all patrol officers (including reserves), motor officers, park rangers, police aides, cadets, motor assist volunteers, detention officers, and civilians.

Evaluation:

On June 7, 2021, City staff issued Invitation for Bid No. PD2-680-4356 for Police Duty Gear. Notification was sent to all registered vendors. Thirteen (13) bids were received from the following offerors:

030530 Uniforms, LLC, dba Ace Uniforms of Phoenix
AZ Premier Firearms LLC
Curtis Blue Line
Dana Safety Supply Inc.
Galls LLC
GT Distributors Inc.
INV Tech Services LLC
Kiesler Police Supplies
Lawmans & Shooters Supplies Inc.
Maddox Defense
Proforce Law Enforcement
Skaggs Public Safety Uniforms
Universal Police Supply Co.

Staff evaluated the bids recommends award to 030530 Uniforms, LLC, dba Ace Uniforms of Phoenix, as the lowest responsive and responsible bidder. The term of this agreement is August 31, 2021, through August 30, 2022, with the option of four one-year extensions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2030.5313.0.0.0	General Fund	N/A	$80,000	N

Attachments

4356 Signed Agreement

DocuSign Envelope ID: 62B30C82-D6C6-4D4F-A5A7-8E931520BDD7

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: August 26,2021

CITY OF CHANDLER PURCHASE AGREEMENT
POLICE DUTY GEAR
CITY OF CHANDLER AGREEMENT NO. PD2-680-4356

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and 030530 Uniforms LLC dba Ace Uniforms of Phoenix, and Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2021 (Effective Date).

RECITALS

A. City proposes to purchase police duty gear as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

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SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement.

The term of the Agreement is 1 year (s), and begins on August 31, 2021 and ends on August 30, 2022 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four (4) 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 approved and accepted by the City under this Agreement must not exceed $80,000. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this

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Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final

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determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's

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agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name:_ Catherine Roeper	Name:_____Theresa M. Ernst
Title:_____Quartermaster	Title:_____Uniform Specialist
Address:___250 E. Chicago St.	Address:___1506 E. McDowell Rd.
_____Chandler, AZ 85225	_____Phoenix, AZ 85006
Phone:____480 782-4260	Phone:____602 258-7029 Ext 502
Email:___catherine.roeper@chandleraz.gov	Email:___Theresa@aceuniforms.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.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an

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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

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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

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provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-

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contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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5.47 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.

5.48 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.49 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.50 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.

5.51 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.

5.52 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: Rory Staiger

Its: CEO

APPROVED AS TO FORM:

By: _____
City Attorney BM

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. Background and Objective:

1.1. The City of Chandler is soliciting bids to establish a term contract(s) for miscellaneous police duty gear. This contract will include the general law enforcement duty gear needed for the City of Chandler's Police Department. Items will be ordered on an as-needed basis throughout the term of the contract and purchase volume is guaranteed.

1.2. The City will select the vendor(s) it determines can best satisfy the needs of the City in regards to variety and comprehensiveness of product offerings, quality of product brands offered and vendor's service capabilities. Commonly ordered duty gear equipment is listed below. Although commonly ordered duty gear equipment is identified, the list below is not inclusive of all police duty gear that may be ordered under the contract(s).

2. Scope and Minimum Requirements:

2.1. It is the intent of these specifications to describe the minimum standards acceptable for miscellaneous police duty gear. The Police Department has uniform standards and, where named, specific brands of duty gear are required and may not be substituted.

2.2. **Order Delivery:** Unless otherwise agreed between the City and the Contractor, items shall be delivered within 30 days of order.

2.3. **Returns:** Unless otherwise agreed between the City and the Contractor, there shall be no fees associated with the return of items ordered under this contract.

2.4. **Section 1 – Duty Gear**

2.4.1. Flashlight, SL20L, Streamlight with AC/DC Chargers

2.4.2. Flashlight, SL20L, Streamlight (Flashlight Only)

2.4.3. Lens, Replacements for Streamlight Flashlights SL20L, SL20X, and SL20X LED

2.4.4. Replacement lamp module for Streamlight SL20L and SL20X LED

2.4.5. Safety Wand, Streamlight for SL20X, SL20X LED, and SL20L LED

2.4.6. Safety Wand, Streamlight for Stinger DS, DS LED HL

2.4.7. Flashlight, Stinger DS LED, Streamlight, with AC/DC Chargers

2.4.8. Flashlight, Stinger DS LEDHL, Streamlight with AC/DC Chargers

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2.4.9. Replacement Lamp Module for Stinger DS LED and DS LED HL

2.4.10. Flashlight, Streamlight Stinger Switchblade, 76801

2.4.11. Flashlight, Streamlight Strion Switchblade, 74850

2.4.12. Flashlight, Streamlight PROTAC HPL, USB

2.4.13. Flashlight, Streamlight Flipmate, USB

2.4.14. Flashlight, Streamlight Stinger 2020

2.4.15. FlashlightRing, shall be made from tough abrasion-resistant nylon ballistic weave fabric, Molded plastic ring locks flashlight in a carry position securely on duty belt. Black, 1-snap closure to wrap around the 2.25" duty belt. Bianchi, Model No. 7409K, Part No. 23497

2.4.16. Heavy Duty Flashlight Ring, shatter-resistant nylon ring to fit both D and C-cell flashlights. 1-snap closure to wrap around the 2.25" duty belt. Plain Leather, Safariland, Black, Model No. 730, Part No. 730-2PBL

2.4.17. Compact Light Holder shall be made from touch abrasion-resistant nylon ballistic weave fabric designed to hold and protect Stinger lights by Streamlight. Bianchi, Black Model #7326, Part No. 22838

2.4.18. Compact Light Holder, for Surefire and Streamlight Models, Plain Leather, Size 2, Bianchi, Black, Model No. 7926, Part No. 22096

2.4.19. Open Top Mini Flashlight Holder, Bezel is exposed for quick grasp. Safariland, Black, Model No. 306, Part No. 306-1-2

2.4.20. Handcuffs, Nickel Silver, Smith & Wesson, Model 100N

2.4.21. Handcuffs, Nickel Silver, Peerless, Model 700N

2.4.22. Single Handcuff Case, AccuMold closed nylon handcuff case, outer material shall be made from tough, abrasion-resistant ballistic weave fabric. Holds one pair of standard or linked handcuffs. Black with snap affixed from the inside as to not show from the outside or Velcro closure. Bianchi, Model No. 7300, Part No. 17390/18190

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2.4.23. Single Handcuff Case, Hi-Gloss Leather. Constructed of durable Safarilaminate material, able to hold one pair of standard or linked handcuffs. Safariland, Black, Model No. 90, Part No. 90-9 and 90-9HS

2.4.24. Handcuff Case, Plain Leather, Constructed of durable Safarilaminate material, able to hold one pair of standard or linked handcuffs, hidden snap, Safariland, Black, Model No. 90, Part No. 90-2HS

2.4.25. Handcuff Case, Single, Open Top, Nylon, Safariland, Black, Part No. 7334

2.4.26. Handcuff Case, Single, Open Top, Plain Leather, Safariland, Black, Part No. 7934

2.4.27. Double Cuff Case, AccuMold closed nylon handcuff case, outer material shall be made from tough, abrasion-resistant ballistic weave fabric. Holds one pair of standard or linked handcuffs. Black with snap affixed from the inside as to not show from the outside or Velcro closure. Bianchi, Model No. 7317, Part No. 18771/18772

2.4.28. Double Cuff Case, Plain Leather, Constructed of durable Safarilaminate material, able to hold one pair of standard or linked handcuffs, hidden snap, Safariland, Black, Model No. 290, Part No. 290-2HS

2.4.29. Handcuff Key, Long, Carbon Fiber, Clip, Hiatt, Model No. 8400-1, Part No. 8400-1-65

2.4.30. ASP T50KC Foam K Coat Talon Baton (Cap), Part No. 22413

2.4.31. ASP T60KC Foam K Coat Talon Baton (Cap), Part No. 22613

2.4.32. Expandable Baton Holder, 21", AccuMold, Molded and contoured trilaminate construction with Coptex knit lining. Hole in back for convenient reholstering of extended batons. Bianchi, Black, Model No. 7312, Part No. 2406

2.4.33. ASP Envoy 50 Scabbard Part - No. 52446

2.4.34. ASP Envoy 60 Scabbard - Part No. 52446

2.4.35. Baton Ring, constructed of web with sewn in polymer ring, designed to carry both standard and side-handle batons. Bianchi, Black, Model No. 7404, Part No. 14414

2.4.36. Baton Ring, Snap, plain leather, Safariland, Black, Model No. 692S, Part No. 692S-2PBL

2.4.37. Baton Holder, Plain Leather, 21" and 26", Hole in back for convenient reholstering of extended batons. Safariland, Black, Model No. 35, Part No. 35-F21-2 and 35-F26-22

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2.4.38. Pepper Spray, Defense Technology,1.47 oz., First Defense Stream, .2 % MK-3, Part No.5039

2.4.39. Pepper Spray, Defense Technology,3.67 oz., First Defense Stream, .2 % MK-4, Part No.5049

2.4.40. Pepper Spray, Defense Technology,12 oz., First Defense Stream, .2 % MK-9, Part No.5099

2.4.41. OC/Mace Holder, Large, AccuMold nylon case, Full flap to help secure standard Mace or OC Spray canisters, Black with hidden snap or velcro, Bianchi, Model No. 7307, Part No. 18204/17445

2.4.42. OC/Mace Holder, Plain Leather, Large, Constructed of Safarilaminate material, top flap closure, Safariland, Black, Model No. 38, Part No. 38-2HS

2.4.43. OC/Mace Holder, Small, AccuMold nylon case, Full flap to help secure standard Mace or OC Spray canisters, Black with hidden snap or velcro. Bianchi, Model No. 7307, Part No. 18205/17446

2.4.44. OC/Mace Holder, Plain Leather, Small, Constructed of Safarilaminate material, top flap closure, Safariland, Black, Model No. 38, Part No. 38-3-2HS

2.4.45. Duty Belt, Outer Belt, made from 5-part laminate construction for firmness and support. Comprises a ballistic weave exterior and loop lining, with an internal polymer stiffener sandwiched between two layers of closed-cell foam. Coplok buckle provides extra security. Bianchi, Black, Model No. 7200

2.4.46. Duty Belt, Outer Belt, Hi-Gloss, suede lining, four stitch design, double tongued buckle and center belt stud to fasten firmly around waist. Sam Browne, Safariland, Black, Model No. 87, Part No. 87-XX-9/87-XX-9B

2.4.47. Duty Belt, Outer Belt, Buckleless, Plain Leather, Safarilaminate construction with hook lining running the full length of the belt. Safariland, Black, Model No. 94, Part No. 94-XX-2

2.4.48. Duty Belt, Outer Belt, AccuMold Elite, Buckled, Bianchi, Black, Plain, Various Sizes Part No. 7950

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2.4.49. Duty Belt, Under Belt, Hi-Gloss Leather, Buckleless, Reversible, 1.5", Safariland, Black, Model No. 99, Part No. 99-X-9

2.4.50. Duty Belt, Under Belt, Plain Leather, Safarilaminate material. Safariland, Black, Model No. 99, Part No. 99-X-2.

2.4.51. Liner Belt, Durable Nylon Web, Bianchi, Black, Model No. 7205

2.4.52. Magazine Pouch, Double, AccuMold black nylon pouch with hidden snap or velcro, Holds two Magazines, Bianchi, Black, Model No. 7302, Part No. 25332/25333.

2.4.53. Magazine Pouch, Double, Hi-Gloss Leather, Safarilaminate, scuff resistant finishes, chrome or brass snaps. Safariland, Black, Model No. 77, Part No. 77-083-9/77-083-9B

2.4.54. Magazine Pouch, Double, Plain Leather, Safarilaminate, Hidden Snap, Safariland, Black, Model No. 77, Part No. 77-083-2HS

2.4.55. Magazine Pouch, Double, Open Top, Nylon, Safariland, Black - Part No. 31396

2.4.56. Magazine Pouch, Double, Open Top, hard Shell, STX Tactical, Plain Leather, Safariland, Black – Part No. 73-83-13

2.4.57. Belt Keepers, Pack of 4, Bianchi, Black, Model No. 7406, Part No. 15635

2.4.58. Belt Keepers, Pack of 4, Uncle Mike's, Black, Part No. 8865-2

2.4.59. Belt Keepers, Pack of 4, Hi-Gloss Leather, Safariland, Black, Model No. 62, Part No. 62-4-9HS

2.4.60. Belt Keepers, Pack of 4 Plain Leather, Safariland, Black, Model No. 62, Part No. 62-4-2HS

2.4.61. Belt Keeper, Hide-A-Keeper s/hidden cuff key, Plain Black Leather, Safariland, Part No. HK-11-2

2.4.62. Radio Holder, Universal, Swivel, Nylon, Bianchi, Black, 7314S, Part No. 18521

2.4.63. Radio Holder, Plain Leather, Swivel, Size 2, Bianchi, Black, Model No. 7923, Part No. 22804

2.4.64. STX Tactical Black SLS EDW Level II Retention Clip on Duty Holster for Taser, Right Hand, Part No. 6520-264-131

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2.4.65. STX Tactical Black SLS EDW Level II Retention Clip on Duty Holster for Taser, Left Hand, Part No. 6520-264-132

2.4.66. Safariland Open Top Handcuff Case, MODEL 090, Black, Plain, 090-2/090H-2, Part No. 22965

2.4.67. Holster, SLS Mid-Ride, Hi-Gloss, Level II Retention, Safariland, Black (right and left hand), Part No. 6280-83-XX

2.4.68. Holster, SLS Mid-Ride, Hi-Gloss, Level II Retention, Safariland, Black (right and left hand), Part No. 6280-832-XX

2.4.69. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Right-Handed, RDS, Part No. 6390-RDS-832-411

2.4.70. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Glock 17, Left-Handed, RDS, Part No. 6390-RDS-832-412

2.4.71. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Glock 17, Right-Handed, Part No. 6390-8325-131

2.4.72. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Left-Handed, Part No. 6390-8325-132

2.4.73. Bianchi Compact Light Holder, Black, Size 2, Nylon, Par. No. 22838, Model 7326

2.4.74. Whistle, Nickel, Silver in color

2.4.75. Fingerprint Pad, 6 pack, Sirchie (mini porelon), Part No. PMP1002

2.4.76. Fingerprint Pad, 6 pack, Perfect Print, Model No. P1-5, Part No. 1007759

2.4.77. Traffic Template, N.W. University Traffic Inst., Part No. 1000

2.4.78. Tactical Leg Shroud with Removable Harness, Safariland, Various Colors, Model No. 6005-10

2.4.79. Ballistic Helmet (PST) with Visor and Carrying Case, United Shield, Black, Various Sizes

2.4.80. Hobble Restraint, Brass Snap, Ripp Restraints Int., Black, Part No. RS078

2.4.81. Streamlight TLR-1's, White LED Flashlight, Rail Mounted Tactical, Black, Part No. 69210

2.4.82. Streamlight TLR-7, White LED Flashlight, Rail Mounted Tactical, Side Switch, Black, Part No. 69424

2.5. **Section 2 – Optional Gear**

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2.5.1. Battery, Streamlight Replacement, SL20L, Part No. 77375

2.5.2. Battery, Stinger Replacement, DS LED HL/DS LED, Part No. 75375

2.5.3. Battery, Stinger Replacement, LI-ION Battery, Micro-USB Rechargeable, 18650, Part #220115

2.5.4. ALS compatible light holder for a Surefire tac light, Safariland, Model No. X300, Part No. 6355-832-131

2.5.5. Tactical Holster, Safariland, right and left hand, Model No. 6004, Part No. 6004-831-121/6004-831-122

2.5.6. ALS Duty Holster, for Glock 17 with tac light, Safariland, right and left hand, Model No. 6395, Part No. 6395-832-XXX

2.5.7. Tac Light Switch X Series DG Remote Tail cap Switch, Surefire, DG-11

2.5.8. Tac Light Weapon Light for Handgun, Surefire, 300X LED

2.5.9. Tactical Gun Light, Streamlight, TLR-HL

2.5.10. OC/Mace Holder, Plain Leather, Small, Open Top Safariland, Black, Part No. 37-4-2

2.5.11. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Right-Handed, 6390RDS, 6390-2832-131

2.5.12. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Left-Handed, 6390RDS, 6390-2832-132

2.5.13. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Right-Handed, 6390RDS, 6390-28325-131

2.5.14. Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Left-Handed, 6390RDS, 6390-28325-132

PD2-680-4356 Police Duty Gear				
Exhibit B				
Price Page				
Bidders shall complete the price page spreadsheet below. Please be sure to include all product numbers, model numbers, part numbers and unit costs for the items bid.				
Section 1 - Duty Gear				
Item	**Description**	**Model #**	**Part #**	**Unit Cost**
1	Flashlight, SL20L, Streamlight with AC/DC Chargers		20703	$ 120.65
2	Flashlight, SL20L, Streamlight (Flashlight Only)		20700	$ 92.44
3	Lens, Replacements for Streamlight Flashlights SL20L, SL20X, and SL20X LED		20160	$ 1.68
4	Replacement lamp module for SL20L and SL20X LED		252018	$ 26.78
5	Safety Wand, Streamlight for SL20X, SL20X LED, SL20L LED		22511	$ 4.85
6	Safety Wand, Streamlight for Stinger DS, DS LED HL		75903	$ 4.24
7	Flashlight, Stinger DS LED, Streamlight with AC/DC Chargers		75813	$ 117.46
8	Flashlight, Stinger DS LED HL, Streamlight with AC/DC Chargers		75454	$ 135.09
9	Replacement Lamp Module for Stinger DS LED and DS LED HL		75798	$ 16.82
10	Flashlight, Streamlight Stinger Switchblade		76801	$ 88.41
11	Flashlight, Streamlight Strion Switchblade		74850	$ 54.48
12	Flashlight, Streamlight Protac HPL USB	HPL USB	88076	$ 93.61

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13	Flashlight, Streamlight Flipmate USB	USB	61500	$ 61.91
14	Flashlight, Streamlight Stinger 2020		2020	$ 111.43
15	Flashlight Ring, Belt Keeper, Snap, Bianchi, Black	7409K	23497	$ 6.71
16	Heavy Duty Flashlight Ring, Plain Leather, Snap, Safariland, Black	730	730-2PBL	$ 9.76
17	Compact Light Holder, Bianchi, Black	7326	22838	$ 11.89
18	Compact Light Holder, Plain Leather, Bianchi, Black	7926	22096	$ 11.28
19	Open Top Mini Flashlight Holder, Plain Leather, Safariland, Black	306	306-1-2	$ 21.04
20	Handcuffs, Smith & Wesson	100N	350103	$ 21.95
21	Handcuffs, Peerless	700N	4710	$ 22.99
22	Single Handcuff Case, Single, Bianchi, Nylon, Black (snap and velcro)	7300	17390/18190	$ 19.51
23	Single Handcuff Case, Hi-Gloss Leather, Safariland, Black (chrome and hidden)	90	90-9/90-9HS	$ 27.44
24	Handcuff Case, Plain Leather, Hidden Snap, Safariland, Black	90	90-2HS	$ 22.87
25	Handcuff Case, Single, Open Top, Nylon, Safariland, Black	7334	22964	$ 15.85
26	Handcuff Case, Single, Open Top, Plain Leather, Safariland, Black	7934	22965	$ 18.90
27	Handcuff Case, Double, Bianchi, Nylon, Black (snap and velcro)	7317	18771/18772	$ 16.77
28	Handcuff Case, Double, Plain Leather, Safariland, Black	290	290-2HS	$ 32.93

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29	Handcuff Key, Long, Carbon Fiber, Clip, Hiatt	8400-1	8400-1-65	$ 4.63
30	ASP T50KC Foam K Coat Talon Baton (Cap)	22413	22413	$ 121.65
31	ASP T60KC Foam K Coat Talon Baton (Cap)	22613	22613/22614	$ 125.82
32	Expandable Baton Holder, 21", Bianchi, Nylon, Black	7312	2406	$ 13.72
33	ASP Envoy 50 Scabbard	52446		$ 30.59
34	ASP Envoy 60 Scabbard	52446		$ 30.59
35	Baton Ring, Bianchi, Nylon, Black	7404	14414	$ 7.01
36	Baton Ring, Plain Leather, Ring-Snap, Safariland, Black	692S	692S-2PBL	$ 11.59
37	Baton Holder, Plain Leather, 21" & 26", Safariland, Black	35	35-F21-2/35-F26-22	$ 24.09
38	Pepper Spray, Defense Technology, 1.47 oz., First Defense Stream, .2%	MK-3	5039	$ 8.49
39	Pepper Spray, Defense Technology, 3.67 oz., First Defense Stream, .2%	MK-4	5049	$ 9.52
40	Pepper Spray, Defense Technology, 12 oz., First Defense Stream, .2%	MK-9	5099	$ 30.12
41	OC/Mace Holder, Large, Bianchi, Black (snap and velcro)	7307	18204/17445	$ 15.85
42	OC/Mace Holder, Plain Leather, Large, Safariland, Black	38	38-2HS	$ 24.09
43	OC/Mace Holder, Small, Bianchi, Black (snap and velcro)	7307	18205/17446	$ 15.85
44	OC/Mace Holder, Plain Leather, Small, Safariland, Black	38	38-3-2HS	$ 24.09

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45	Duty Belt, Outer Belt, (Buckle Type Only), Bianchi, Nylon, Black	7200		$ 35.98
46	Duty Belt, Hi-Gloss Leather, Buckled, Suede Lined, Sam Browne Safariland, Black, Various Sizes, Chrome	87	87-XX-9/87-XX-9B	$ 56.40
47	Duty Belt, Outer Belt, Plain Leather, Buckleless, Safariland, Black, Various Sizes	94	94-XX-2	$ 55.18
48	Duty Belt, Outer Belt, AccuMold Elite, Buckled, Bianchi, Black, Plain, Various Sizes	7950	7950-XX	$ 42.07
49	Duty Belt, Under Belt, Hi-Gloss Leather, Buckleless, Reversible, Safariland, Black, Various Sizes	99	99-X-9	$ 34.45
50	Duty Belt, Under Belt, Plain Leather, Safariland, Black, Various Sizes	99	99-X-2	$ 29.57
51	Liner Belt, Durable Nylon Web, Bianchi, Black, Various Sizes	7205	177XX	$ 15.55
52	Magazine Pouch, Double, Bianchi, Black (Snap and Velcro)	7302	25332/25333	$ 24.09
53	Magazine Pouch, Double, Hi-Gloss Leather, Safariland, Black (Chrome, Brass and Hidden)	77	77-083-9/-9B/9HS	$ 33.54
54	Magazine Pouch, Double, Plain Leather, Hidden Snap, Safariland, Black	77	77-083-2HS	$ 29.27
55	Magazine Pouch, Double, Open Top, Nylon, Safariland, Black	8020	31396	$ 21.65
56	Magazine Pouch, Double, Open Top, hard Shell, STX Tactical, Plain Leather, Safariland, Black	73	73-83-13	$ 23.17
57	Belt Keepers, Pack of 4, Bianchi, Black	7406	15635	$ 8.84
58	Belt Keepers, Pack of 4, Nylon, 2", Uncle Mike's, Black		8865-2	$ 3.63
59	Belt Keepers, Pack of 4, Hi-Gloss Leather, Safariland, Black	62	62-4-9HS	$ 21.65
60	Belt Keepers, Pack of 4, Plain Leather, Safariland, Black	62	62-4-2HS	$ 16.77

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61	Belt Keeper, Hide-A-Keeper s/hidden cuff key, Plain Black Leather, Safariland	HK-11	HK-11-2	$ 17.07
62	Radio Holder, Universal, Swivel, Nylon, Bianchi, Black	7314S	18521	$ 25.91
63	Radio Holder, Plain Leather, Swivel, Size 2, Bianchi, Black	7923	22804	$ 31.10
64	STX Tactical Black SLS EDW Level II Retention Clip on Duty Holster for Taser, Right Hand	6520	6520-264-131	$ 73.90
65	STX Tactical Black SLS EDW Level II Retention Clip on Duty Holster for Taser, Left Hand	6520	6520-264-132	$ 73.90
66	Safariland Open Top Handcuff Case, MODEL 090, Black, Plain, 090-2/090H-2	7934	22965	$ 18.90
67	Holster, SLS Mid-Ride, Hi-Gloss, Level II Retention, Safariland, Black (right and left hand)	6280	6280-83-XX	$ 106.83
68	Holster, SLS Mid-Ride, Hi-Gloss, Level II Retention, Safariland, Black with light, right and left hand)	6280	6280-832-XX	$ 117.80
69	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Right Handed, RDS	6390	6390-RDS-832-411	$ 123.29
70	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Glock 17, Left Handed, RDS	6390	6390-RDS-832-412	$ 123.29
71	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Glock 17, Right Handed	6390	6390-8325-131	$ 103.90
72	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Glock 17, Right Handed	6390	6390-8325-132	$ 103.90
73	Bianchi Compact Light Holder, Black, Size 2, Nylon, Par. No. 22838, Model 7326	7326	22838	$ 11.89
74	Whistle, Nickel, Silver in color		nPW-1	$ 1.40
75	Fingerprint Pad, 6 pack, Sirchie (mini porelon)	LE-64	PMP1002	$ 10.73
76	Fingerprint Pad, 6 pack, Perfect Print	P1-5	1007759	$ 53.66

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77	Traffic Template, N.W. University Traffic Inst.		NW1000	$ 14.63
78	Tactical Leg Shroud with Removable Harness, Safariland (various colors)	6005-10		$ 46.95
79	Ballistic Helmet , ACH MICH LE with mesh harness, USI-BOA Reversible BOA Harness and DK6-H150 face shield and bag Black, Various Sizes		ACH MICH LE w/BOA Bag	$ 515.24
80	Hobble Restraint, Brass Snap, Ripp Restraints Int., Black		RS078	$ 14.02
81	Streamlight TLR-1's, White LED Flashlight, Rail Mounted Tactical, Black		69210	$ 114.02
82	Streamlight TLR-7, White LED Flashlight, Rail Mounted Tactical, Side Switch, Black		69424	$ 114.02
			Total Price	$ 3955.60

Section 2 - Optional Duty Gear

Item	Description	Model #	Part #	Unit Cost
1	Battery, Streamlight Replacement	SL20L	77375	$ 25.60
2	Battery, Stinger Replacement	DS LED HL	75375	$ 14.39
3	Battery, 18650 LI-Ion Battery, Micro-USB Rechargeable	18650	220115	$ 11.56
4	ALS Compatible light holder for Surefire tac light, Safariland,	X300	6355-832-131	$ 166.83
5	Tactical Holster, Safariland, right and left handed,	6004	6004-831-121/122	$ 162.07
6	ALS Duty Holster, Glock 17 with tac light, Safariland, right and left handed	6395	6395-832-XXX	$ 103.90
7	Tac light Switch X Series DG Remote Tail cap Switch, Surfire		DG-11	$ 36.43

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8	Tac Light Weapon light for Handgun, Surefire		300X LED	$ n/a -
9	Tactical Gun Light, Streamlight, TLR-HL			$ 129.13-
10	OC/Mace Holder, Plain Leather, Small, Open Top Safariland, Black	37	37-4-2	$ 21.04-
11	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Right Handed	6390RDS	6390RDS-2832-131	$ 123.29
12	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Left Handed	6390RDS	6390RDS-2832-132	$ 123.29-
13	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Right Handed	6390	6390-28325-131	$ 103.90-
14	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain, Glock 19, Black, Left Handed	6390	6390-28325-132	$ 103.90
			Total Price	$ 1,125.39

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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

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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.

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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.

C. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE22-004

Date: August 26, 2021

To: Mayor and Council

Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works & Utilities Director
Andrew Goh, Capital Projects Manager

From: Erich Kuntze, Real Estate Manager

Subject: Final Adoption of Ordinance No. 4979, Repealing Ordinance No. 4964 (Authorizing the Sale of a Parcel of City-Owned Land at the Southwest Corner of McQueen Road and Pecos Road to WNDG, LLC, an Arizona Limited Liability Corporation) and Authorizing the Sale of a Parcel of City-Owned Land at the Southwest Corner of McQueen Road and Pecos Road to Copperstate West, Inc., for the Sum of $500.00.

Proposed Motion:

Move City Council approve final adoption of Ordinance No. 4979, repealing Ordinance 4964 (authorizing the sale of a parcel of City-Owned land at the southwest corner of McQueen Road and Pecos Road to WNDG, LLC, an Arizona limited liability company) and authorizing the sale of a parcel of land at the southwest corner of McQueen Road and Pecos Road to Copperstate West, Inc. for the sum of $500.

Background:

Copperstate West, Inc., an Arizona corporation, is the owner of a parcel of land, located at the southwest corner of McQueen and Pecos roads, that they plan to develop or sell. On April 8, 2021, City Council approved the sale of a small, adjacent City-owned parcel to WNDG, LLC. However, the purchase by WNDG, LLC, of the larger adjacent parcel was not completed. As a result, the City cancelled its sale to WNDG, LLC. Copperstate West, Inc., has offered to pay the City Five Hundred ($500.00) Dollars (the same price approved for the sale to WNDG, LLC) so that it can be added into the Cooperstate West development. The amount is a typical value the City pays for remnant parcels when acquiring portions within existing roadways. This parcel is an uneconomic remnant of little value and currently must be maintained by the City.

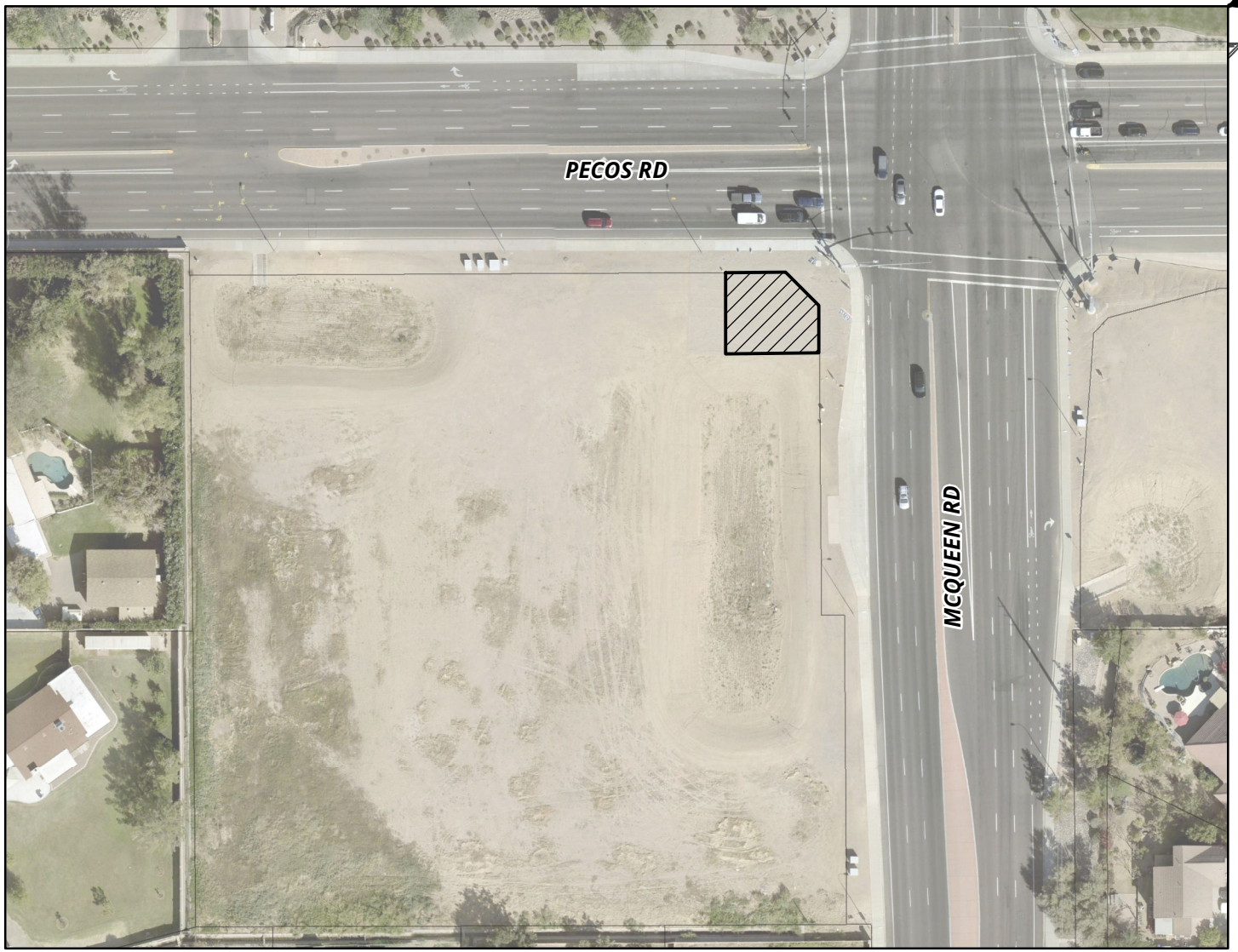
Staff has reviewed and approved the legal description and recommends City Council approve the sale of the property to Copperstate West, Inc.

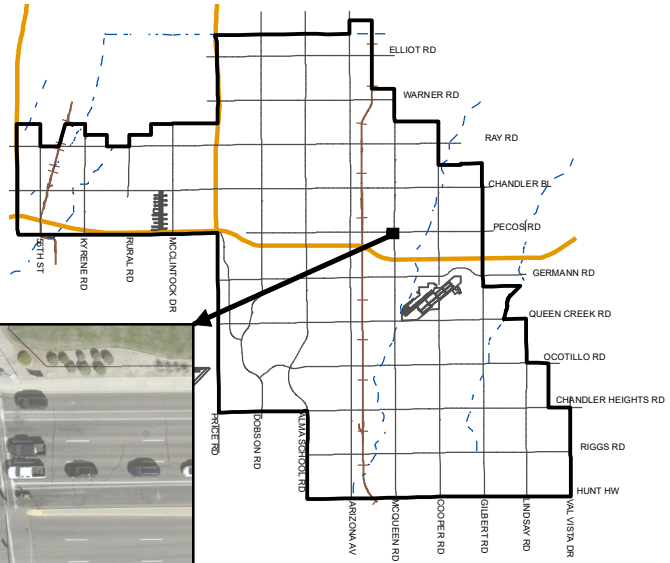
The ordinance was approved and tentatively adopted August 12, 2021.

Attachments

Location Map
Ordinance No. 4979

SALE OF A PARCEL OF CITY OWNED LAND AT THE SOUTHWEST CORNER OF MCQUEEN ROAD AND PECOS ROAD, ASSESSOR'S PARCEL NUMBER 303-28-252D, TO COPPERSTATE WEST INC., IN CONSIDERATION FOR THE PAYMENT OF FIVE HUNDRED ($500.00) DOLLARS





MEMO NO. RE22-004

ORDINANCE 4979

PARCEL

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Real Estate\RE22-004 ORDINANCE 4979\RE22-004 ORDINANCE 4979.mxd 7/16/2021 RANDYE

ORDINANCE NO. 4979

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, REPEALING ORDINANCE 4964 (AUTHORIZING THE SALE OF A PARCEL OF CITY-OWNED LAND AT THE SOUTHWEST CORNER OF MCQUEEN ROAD AND PECOS ROAD TO WNDG, LLC, AN ARIZONA LIMITED LIABILITY COMPANY) AND AUTHORIZING THE SALE OF A PARCEL OF CITY-OWNED LAND AT THE SOUTHWEST CORNER OF MCQUEEN ROAD AND PECOS ROAD TO COPPERSTATE WEST, INC. FOR THE SUM OF $500.

WHEREAS, the City of Chandler owns a parcel of land at the southwest corner of McQueen Road and Pecos Road as more fully described in the attached Exhibit "A" (the "Property"); and

WHEREAS, the City previously abandoned its facilities on the Property; and

WHEREAS, the Property is an uneconomic remnant that has little or no value and must be maintained by the City at an expense to its residents; and

WHEREAS, Copperstate West, Inc., an Arizona corporation, owns a larger parcel adjacent to and surrounding the Property; and

WHEREAS, zoning for the larger parcel requires the developer of the larger parcel to landscape and maintain the Property; and

WHEREAS, on April 8, 2021, the Chandler City Council adopted Ordinance 4964 authorizing the sale of the Property to WNDG, LLC, an Arizona limited liability company, which was under contract with Copperstate West, Inc. to acquire and develop the larger parcel adjacent to and surrounding the Property; and

WHEREAS, the proposed transaction between WNDG, LLC and Copperstate West was cancelled and never completed, which caused the City to rescind the sale of the Property to WNDG, LLC as authorized in Ordinance 4964; and

WHEREAS, Copperstate West, Inc. desires to acquire the Property for the purpose of consolidating it with the development of the larger parcel.

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

Section 1. Repealing Ordinance 4964 adopted by the City Council on April 8, 2021.

Section 2. That the real property located at the southwest corner of McQueen Road and Pecos Road as more fully described in the attached Exhibit "A" shall be conveyed to Copperstate West, Inc., an Arizona corporation, for the sum of $500.

Section 3. That the conveyance shall be by Quit Claim Deed in the form attached as Exhibit "B".

Section 4. That the Mayor of the City of Chandler, Arizona is hereby authorized to execute the Quit Claim Deed and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this 12th day of August, 2021.

ATTEST:

CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 26th day of August, 2021.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4979 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 26th day of August, 2021, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit “A”

Legal Description

A portion of the Northeast quarter of Section 3, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northeast Corner of said Section 3 from which the North Quarter Corner of said Section 3 bears S 89 Degrees 44 minutes 00 seconds West a distance of 2,646.35 feet;

THENCE along the North line of said Section 3 South 89 degrees 44 minutes 00 seconds West a distance of 135.84 feet;

THENCE departing said North line South 00 degrees 16 minutes 00 seconds East, a distance of 65.00 feet to the South Right-of-Way Line of Pecos Road and the POINT OF BEGINNING;

THENCE South 00 degrees 27 minutes 29 seconds East, a distance of 49.00 feet;

THENCE North 89 degrees 44 minutes 00 seconds East, a distance of 57.00 feet to the West Right-of-Way line of McQueen Road;

THENCE North 00 degrees 27 minutes 32 seconds West along the West Right-of-Way line of McQueen Road, a distance of 29.00 feet;

THENCE North 45 degrees 21 minutes 46 seconds West, a distance of 28.33 feet to a point on the South Right-of-Way line of Pecos Road;

THENCE South 89 degrees 44 minutes 01 seconds West, along the South Right-of-Way line of Pecos Road a distance of 37.00 feet to the POINT OF BEGINNING.

Containing an area of 2,627.8 square feet (0.06 acres) more or less.

Note: The legal description above is based on county and municipal documents. It is not based on a boundary survey of the subject parcel.

Exhibit “B”

WHEN RECORDED, RETURN TO:
City Clerk's Office
P.O. Box 4008, Mail Stop 606
Chandler, Arizona 85244-4008

APN: 303-28-252D
Section 3, Township 2 South, Range 5 East

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S. 11-1134.A.3.

QUIT CLAIM DEED

For the consideration of TEN AND NO/100 DOLLARS, ($10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

CITY OF CHANDLER,
AN ARIZONA MUNICIPAL CORPORATION,

(Grantor), do/does hereby quit claim, without Warranty, unto the **Copperstate West, Inc., an Arizona corporation** ("Grantee"), all right, title and interest in that certain real property ("the Property") situated in Maricopa County, Arizona, more particularly described in **Exhibit A** attached hereto and made a part hereof.

DATED this_____ day of _____, 2021.

GRANTOR: City of Chandler,
an Arizona municipal corporation

By: _____
Mayor Kevin Hartke

Approved as to form:

_____
Assistant City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, who acknowledged himself/herself to be, the Mayor of the City of Chandler a(n) Arizona municipal corporation, and that he, as such officer being authorized so to do, executed the foregoing Quit Claim Deed for the purposes therein contained.

_____
Notary Public

My Commission Expires:

A.R.S. § 41-313(C) DISCLOSURES

Description of document this notarial certificate is being attached to:	
Type/Title	Quit Claim Deed
Date of Document	
Number of Pages	Which includes Exhibits A
Add'l Signers (other than those named in the notarial certificate.)	None

EXHIBIT “A”

Legal Description

A portion of the Northeast quarter of Section 3, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northeast Corner of said Section 3 from which the North Quarter Corner of said Section 3 bears S 89 Degrees 44 minutes 00 seconds West a distance of 2,646.35 feet;

THENCE along the North line of said Section 3 South 89 degrees 44 minutes 00 seconds West a distance of 135.84 feet;

THENCE departing said North line South 00 degrees 16 minutes 00 seconds East, a distance of 65.00 feet to the South Right-of-Way Line of Pecos Road and the POINT OF BEGINNING;

THENCE South 00 degrees 27 minutes 29 seconds East, a distance of 49.00 feet;

THENCE North 89 degrees 44 minutes 00 seconds East, a distance of 57.00 feet to the West Right-of-Way line of McQueen Road;

THENCE North 00 degrees 27 minutes 32 seconds West along the West Right-of-Way line of McQueen Road, a distance of 29.00 feet;

THENCE North 45 degrees 21 minutes 46 seconds West, a distance of 28.33 feet to a point on the South Right-of-Way line of Pecos Road;

THENCE South 89 degrees 44 minutes 01 seconds West, along the South Right-of-Way line of Pecos Road a distance of 37.00 feet to the POINT OF BEGINNING.

Containing an area of 2,627.8 square feet (0.06 acres) more or less.

Note: The legal description above is based on county and municipal documents. It is not based on a boundary survey of the subject parcel.

ITEM 28

City Council Memorandum **Public Works & Utilities** **Memo No.** RE22-001

Date: August 26, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works & Utilities Director
Andrew Goh, Capital Projects Manager

From: Erich Kuntze, Real Estate Manager

Subject: Introduction of Ordinance No. 4976, Correcting the Legal Description for a Non-Exclusive Power Distribution Easement Granted to Salt River Project

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Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 4976, correcting the legal description for a non-exclusive power distribution easement granted to Salt River Project to accommodate the development of Lantana Ranch Park at McQueen Road and Appleby Road.

Background:

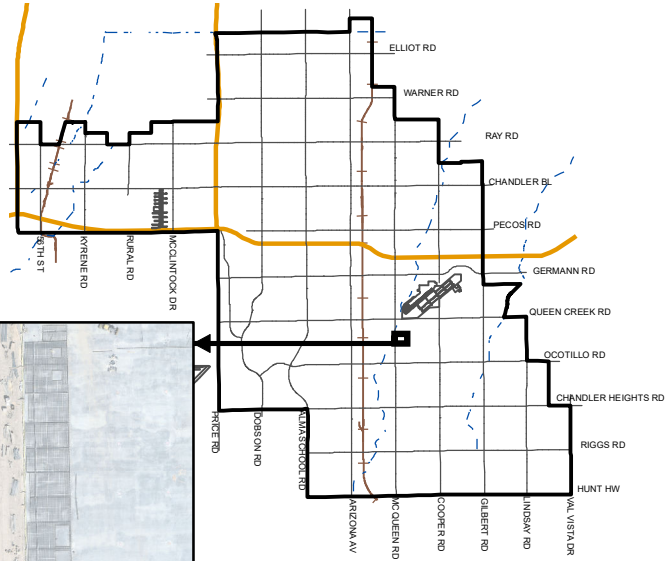
On January 28, 2021, City Council adopted Ordinance No. 4950, granting Salt River Project (SRP) a non-exclusive power distribution easement along the north side McQueen and Appleby roads to provide power service to Lantana Ranch Park. Subsequently, SRP has determined that the legal description they provided for this easement was incorrect and requires correction. The new easement is smaller in size than the easement previously granted to SRP. Since this request is for City facilities, the easement will be granted to SRP at no cost.

Staff has reviewed and approved the revised easement and legal description.

Attachments

Location Map
Ordinance No. 4976

ORDINANCE NO. 4976 GRANTING A REVISED NON-EXCLUSIVE POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT (SRP), AT NO COST, TO ACCOMMODATE THE DEVELOPMENT OF LANTANA RANCH PARK AT MCQUEEN ROAD AND APPLEBY ROAD



MEMO NO. RE22-001

EASEMENT

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Real Estate\RE22-001 ORDINANCE 4976\RE22-001 ORDINANCE 4976.mxd 5/13/2021 RANDYE

ORDINANCE NO. 4976

(Correcting Legal Description – Ordinance No. 4950)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, CORRECTING THE LEGAL DESCRIPTION FOR A NON-EXCLUSIVE POWER DISTRIBUTION EASEMENT GRANTED TO SALT RIVER PROJECT TO ACCOMMODATE THE DEVELOPMENT OF LANTANA RANCH PARK AT MCQUEEN ROAD AND APPLEBY ROAD.

WHEREAS, on January 28, 2021, the Chandler City Council adopted Ordinance No. 4950 granting Salt River Project (SRP) a non-exclusive power distribution easement to accommodate the City's development of Lantana Ranch Park at McQueen Road and Appleby Road; and

WHEREAS, SRP has determined that the legal description that SRP supplied for the easement location was incorrect; and

WHEREAS, SRP has requested that the City grant a new easement with a correct legal description; and

WHEREAS, SRP has abandoned the easement granted in Ordinance No. 4950.

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

Section 1. That the City Council of the City of Chandler, Arizona, authorizes and approves the granting of a non-exclusive power distribution easement to SRP, at no cost through, under, and across that certain property legally described and depicted in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 2. That the granting of said non-exclusive power distribution easement shall be in the form approved by the City Attorney attached hereto as Exhibit "B".

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the revised easement and this Ordinance on behalf of the City.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

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

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4976 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM

_____

CITY ATTORNEY

EXHIBIT "A"

EXHIBIT "A"

SRP JOB NUMBER: T3262677 **DATE: 05-05-2021**
SRP JOB NAME: PR 1905 LANTANA RANCH PARK PHASE 1
TTRRSS: SEC 14 T2S R5E

AN EASEMENT WITHIN TWO PARCELS OF LAND AS DESCRIBED PER DOCUMENTS 2006-0626729 AND 2007-1100880 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14, BEING A BRASS CAP FLUSH, BEARS NORTH 00 DEGREES 28 MINUTES 26 SECONDS WEST, A DISTANCE OF 2651.59 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, NORTH 00 DEGREES 28 MINUTES 26 SECONDS WEST, A DISTANCE OF 86.01 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 88 DEGREES 44 MINUTES 58 SECONDS EAST, A DISTANCE OF 102.28 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 46 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 11.45 FEET;

THENCE SOUTH 89 DEGREES 31 MINUTES 30 SECONDS WEST, A DISTANCE OF 9.05 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 30 SECONDS EAST, A DISTANCE OF 12.30 FEET;

THENCE SOUTH 46 DEGREES 15 MINUTES 02 SECONDS EAST, A DISTANCE OF 11.39 FEET;

THENCE NORTH 88 DEGREES 44 MINUTES 58 SECONDS EAST, A DISTANCE OF 1214.10 FEET;

THENCE SOUTH 46 DEGREES 15 MINUTES 02 SECONDS EAST, A DISTANCE OF 7.53 FEET TO THE WEST LINE OF SAID PARCEL DESCRIBED IN DOCUMENT 2007-1100880 MCR;

THENCE CONTINUING SOUTH 46 DEGREES 15 MINUTES 02 SECONDS EAST, A DISTANCE OF 55.55 FEET;

THENCE SOUTH 43 DEGREES 44 MINUTES 58 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 46 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 47.76 FEET TO THE WEST LINE OF SAID PARCEL DESCRIBED IN DOCUMENT 2007-1100880 MCR;

THENCE CONTINUING NORTH 46 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 12.01 FEET;

THENCE SOUTH 88 DEGREES 44 MINUTES 58 SECONDS WEST, A DISTANCE OF 604.82 FEET;

THENCE SOUTH 01 DEGREES 15 MINUTES 02 SECONDS EAST, A DISTANCE OF 52.91 FEET;

THENCE SOUTH 88 DEGREES 44 MINUTES 58 SECONDS WEST, A DISTANCE OF 9.00 FEET;

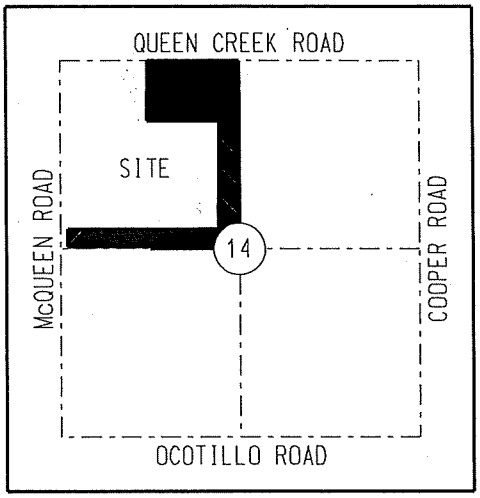
THENCE NORTH 01 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 52.91 FEET;

THENCE SOUTH 88 DEGREES 44 MINUTES 58 SECONDS WEST, A DISTANCE OF 600.28 FEET TO THE **POINT OF BEGINNING.**

SAID EASEMENT CONTAINS AN AREA OF 10,857 SQUARE FEET OR 0.249 ACRES, MORE OR LESS.

END OF DESCRIPTION

EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R5E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF EASEMENT
- EXISTING EASEMENT
- TIE LINE
- SECTION CORNER AS NOTED

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
EPAD	ELECTRICAL EQUIPMENT PAD
FND	FOUND
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
SRP	SALT RIVER PROJECT
POB	POINT OF BEGINNING

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50640
CLAYTON
HOWARD
Date Signed 05/11/2021
ARIZONA, U.S.A.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

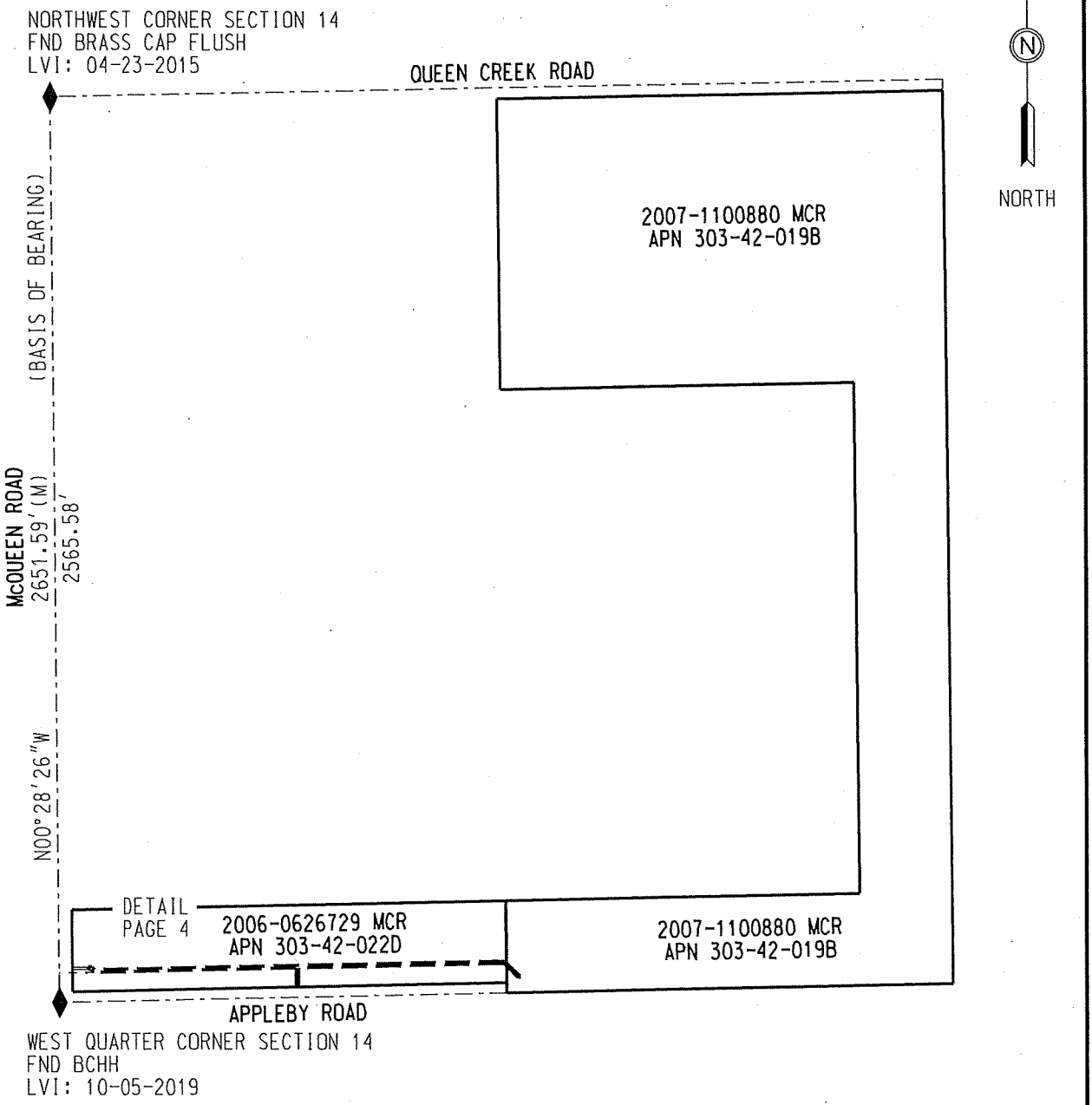
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: 20-1598-NS	SCALE: NTS
I.O. NUMBER: T3262677	SHEET: 3 OF 5
AGENT: GILMORE	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION: 1
CHECKED BY: HOWARD	CREW CHIEF:
DATE: 05-05-2021 JEP	FIELD DATE:

PR 1905 LANTANA RANCH PARK
PHASE 1
NW 1/4, SECTION 14
T.2 S., R.5 E
8.5 SOUTH - 28.2 EAST

EXHIBIT "A"



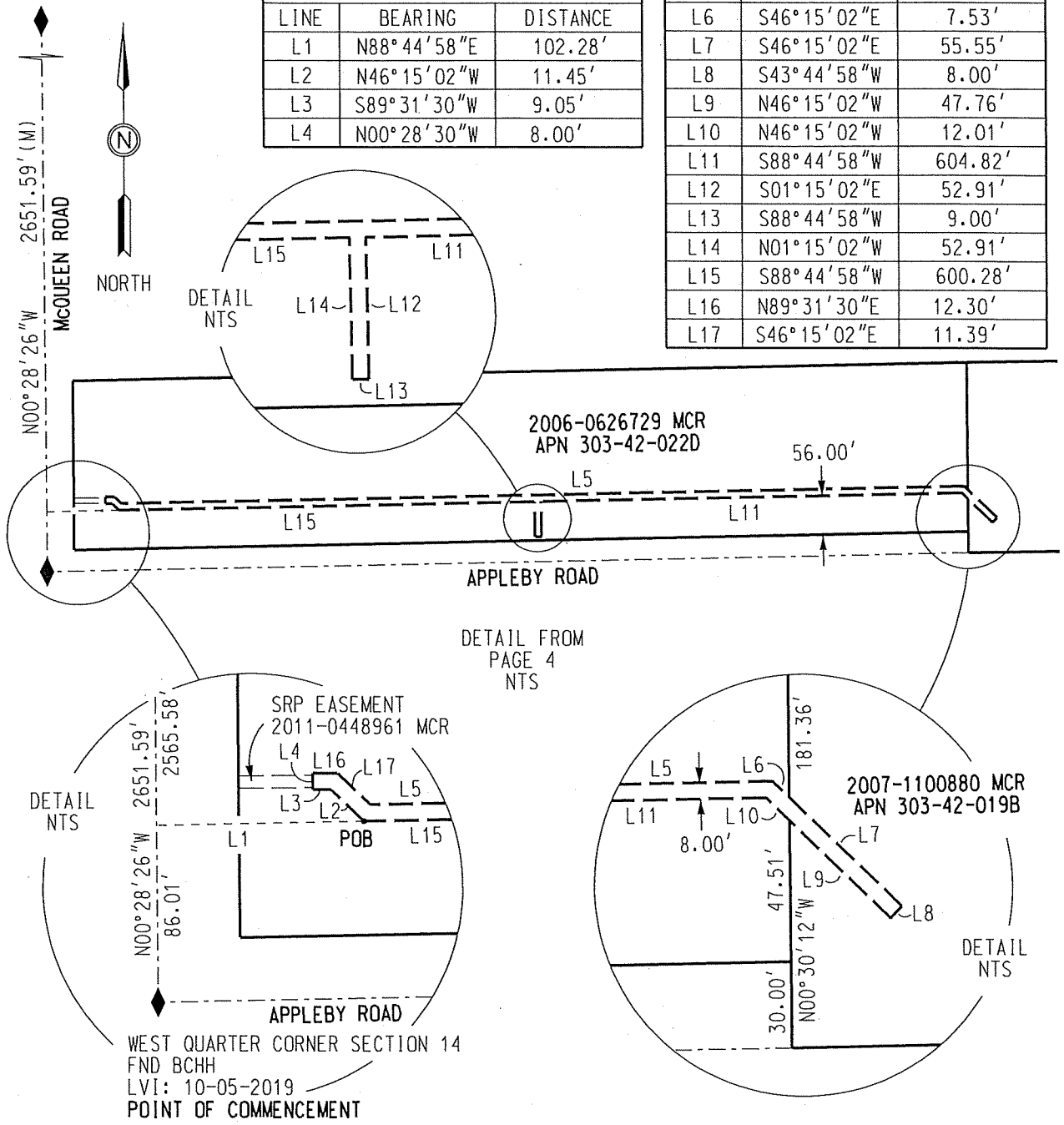
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 20-1598-NS	SCALE: NTS	PR 1905 LANTANA RANCH PARK PHASE 1 NW 1/4, SECTION 14 T.2 S., R.5 E 8.5 SOUTH - 28.2 EAST
I.O. NUMBER: T3262677	SHEET: 4 OF 5	
AGENT: GILMORE	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 1	
CHECKED BY: HOWARD	CREW CHIEF:	
DATE: 05-05-2021 JEP	FIELD DATE:	

EXHIBIT "A"

NORTHWEST CORNER SECTION 14
FND BRASS CAP FLUSH
LVI: 04-23-2015

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°44'58"E	102.28'
L2	N46°15'02"W	11.45'
L3	S89°31'30"W	9.05'
L4	N00°28'30"W	8.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L5	N88°44'58"E	1214.10'
L6	S46°15'02"E	7.53'
L7	S46°15'02"E	55.55'
L8	S43°44'58"W	8.00'
L9	N46°15'02"W	47.76'
L10	N46°15'02"W	12.01'
L11	S88°44'58"W	604.82'
L12	S01°15'02"E	52.91'
L13	S88°44'58"W	9.00'
L14	N01°15'02"W	52.91'
L15	S88°44'58"W	600.28'
L16	N89°31'30"E	12.30'
L17	S46°15'02"E	11.39'



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT			
SRP LDWR NUMBER:	20-1598-NS	SCALE:	NTS
I.O. NUMBER:	T3262677	SHEET:	5 OF 5
AGENT:	GILMORE	SHEET SIZE:	8.5"x11"
DRAWN:	TODARO	REVISION:	1
CHECKED BY:	HOWARD	CREW CHIEF:	
DATE:	05-05-2021 JEP	FIELD DATE:	

SURVEY DIVISION
LAND DEPARTMENT

PR 1905 LANTANA RANCH PARK
PHASE 1
NW 1/4, SECTION 14
T.2 S., R.5 E
8.5 SOUTH - 28.2 EAST

EXHIBIT "B"

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 303-42-022D and 019B
NW ¼, SEC. 14, T02S, R05E

Agt. Jgil
Job # LJ81841 / T3262677
W_Jgil__ C _JEP__
R/W #

CITY OF CHANDLER,
an Arizona Municipal Corporation

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the NW quarter of Section 14, Township 02 South, Range 05 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, **CITY OF CHANDLER, an Arizona municipal corporation,** has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20__.

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____
Mayor

Attest:

_____
Clerk

APPROVED AS TO FORM:

_____
City Attorney for the
City of Chandler

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____ and _____, the Mayor and Clerk of the **CITY OF CHANDLER**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

My Commission Expires:

_____ _____
Notary Public

_____
Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

Approved Greg Moore, SRP, 3/05-jcm – Note: Changes made and approved by EMN 7/15/05
S/Landform/Negotiated Easements/City of Chandler
Cimage

EXHIBIT "A"

SRP JOB NUMBER: T3262677 **DATE: 05-05-2021**
SRP JOB NAME: PR 1905 LANTANA RANCH PARK PHASE 1
TTRRSS: SEC 14 T2S R5E

AN EASEMENT WITHIN TWO PARCELS OF LAND AS DESCRIBED PER DOCUMENTS 2006-0626729 AND 2007-1100880 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 14, BEING A BRASS CAP FLUSH, BEARS NORTH 00 DEGREES 28 MINUTES 26 SECONDS WEST, A DISTANCE OF 2651.59 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, NORTH 00 DEGREES 28 MINUTES 26 SECONDS WEST, A DISTANCE OF 86.01 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 88 DEGREES 44 MINUTES 58 SECONDS EAST, A DISTANCE OF 102.28 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 46 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 11.45 FEET;

THENCE SOUTH 89 DEGREES 31 MINUTES 30 SECONDS WEST, A DISTANCE OF 9.05 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 89 DEGREES 31 MINUTES 30 SECONDS EAST, A DISTANCE OF 12.30 FEET;

THENCE SOUTH 46 DEGREES 15 MINUTES 02 SECONDS EAST, A DISTANCE OF 11.39 FEET;

THENCE NORTH 88 DEGREES 44 MINUTES 58 SECONDS EAST, A DISTANCE OF 1214.10 FEET;

THENCE SOUTH 46 DEGREES 15 MINUTES 02 SECONDS EAST, A DISTANCE OF 7.53 FEET TO THE WEST LINE OF SAID PARCEL DESCRIBED IN DOCUMENT 2007-1100880 MCR;

THENCE CONTINUING SOUTH 46 DEGREES 15 MINUTES 02 SECONDS EAST, A DISTANCE OF 55.55 FEET;

THENCE SOUTH 43 DEGREES 44 MINUTES 58 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 46 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 47.76 FEET TO THE WEST LINE OF SAID PARCEL DESCRIBED IN DOCUMENT 2007-1100880 MCR;

THENCE CONTINUING NORTH 46 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 12.01 FEET;

THENCE SOUTH 88 DEGREES 44 MINUTES 58 SECONDS WEST, A DISTANCE OF 604.82 FEET;

THENCE SOUTH 01 DEGREES 15 MINUTES 02 SECONDS EAST, A DISTANCE OF 52.91 FEET;

THENCE SOUTH 88 DEGREES 44 MINUTES 58 SECONDS WEST, A DISTANCE OF 9.00 FEET;

EXHIBIT "A"

SRP JOB NUMBER: T3262677
SRP JOB NAME: PR 1905 LANTANA RANCH PARK PHASE 1
TTRRSS: SEC 14 T2S R5E

DATE: 05-05-2021

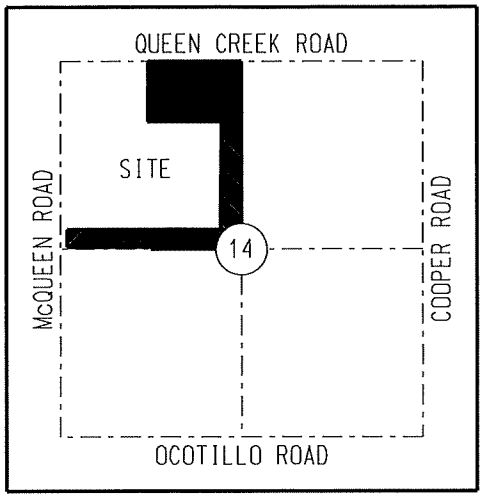
THENCE NORTH 01 DEGREES 15 MINUTES 02 SECONDS WEST, A DISTANCE OF 52.91 FEET;

THENCE SOUTH 88 DEGREES 44 MINUTES 58 SECONDS WEST, A DISTANCE OF 600.28 FEET TO THE **POINT OF BEGINNING.**

SAID EASEMENT CONTAINS AN AREA OF 10,857 SQUARE FEET OR 0.249 ACRES, MORE OR LESS.

END OF DESCRIPTION

EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R5E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF EASEMENT
- EXISTING EASEMENT
- TIE LINE
- SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
EPAD	ELECTRICAL EQUIPMENT PAD
FND	FOUND
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
SRP	SALT RIVER PROJECT
POB	POINT OF BEGINNING

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50640
CLAYTON
HOWARD
Date Signed 05/11/2021
ARIZONA, U.S.A.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

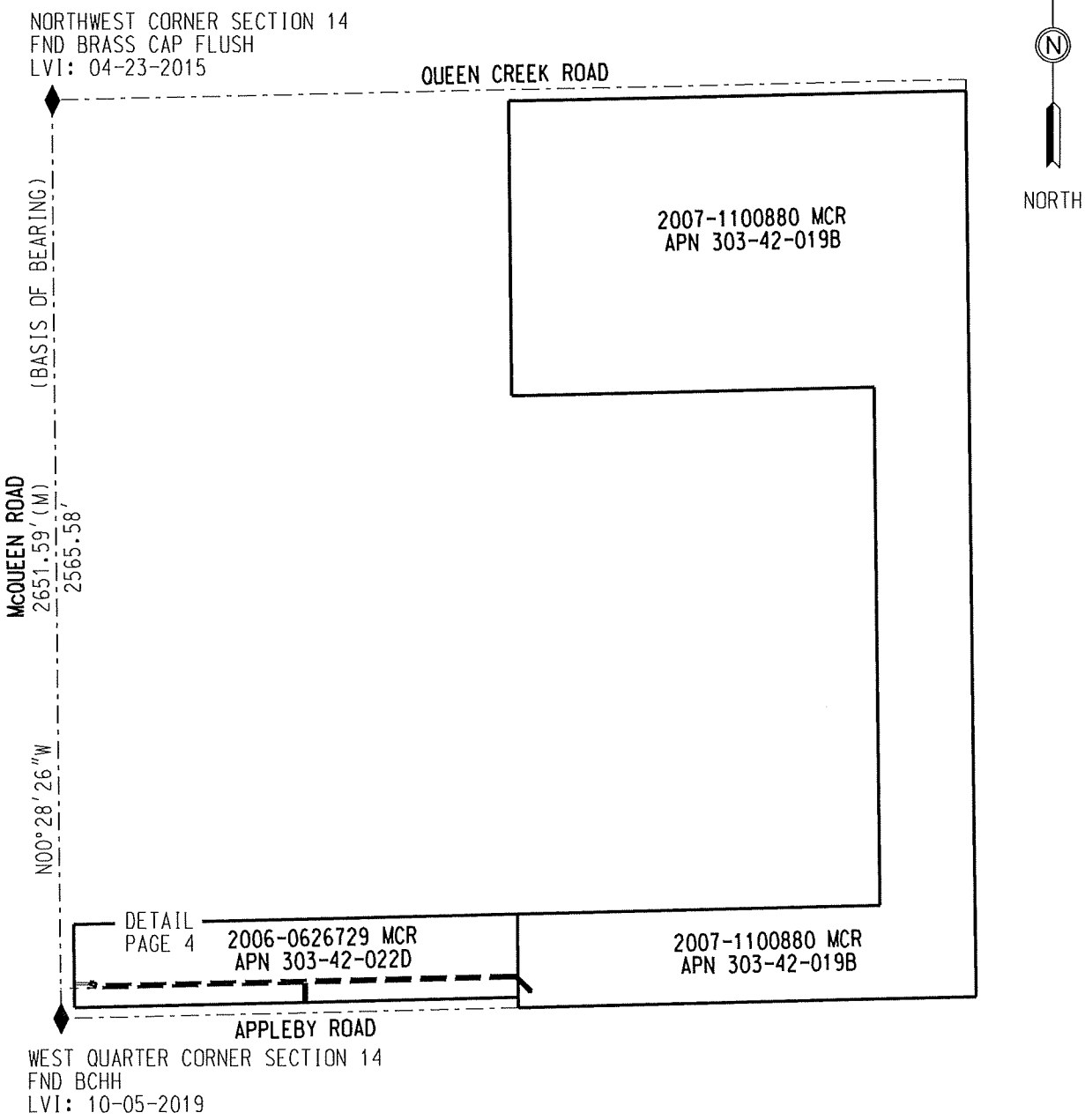
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP LDWR NUMBER: 20-1598-NS	SCALE: NTS
I.O. NUMBER: T3262677	SHEET: 3 OF 5
AGENT: GILMORE	SHEET SIZE: 8.5"x11"
DRAWN: TODARO	REVISION: 1
CHECKED BY: HOWARD	CREW CHIEF:
DATE: 05-05-2021 JEP	FIELD DATE:

SRP SURVEY DIVISION
LAND DEPARTMENT

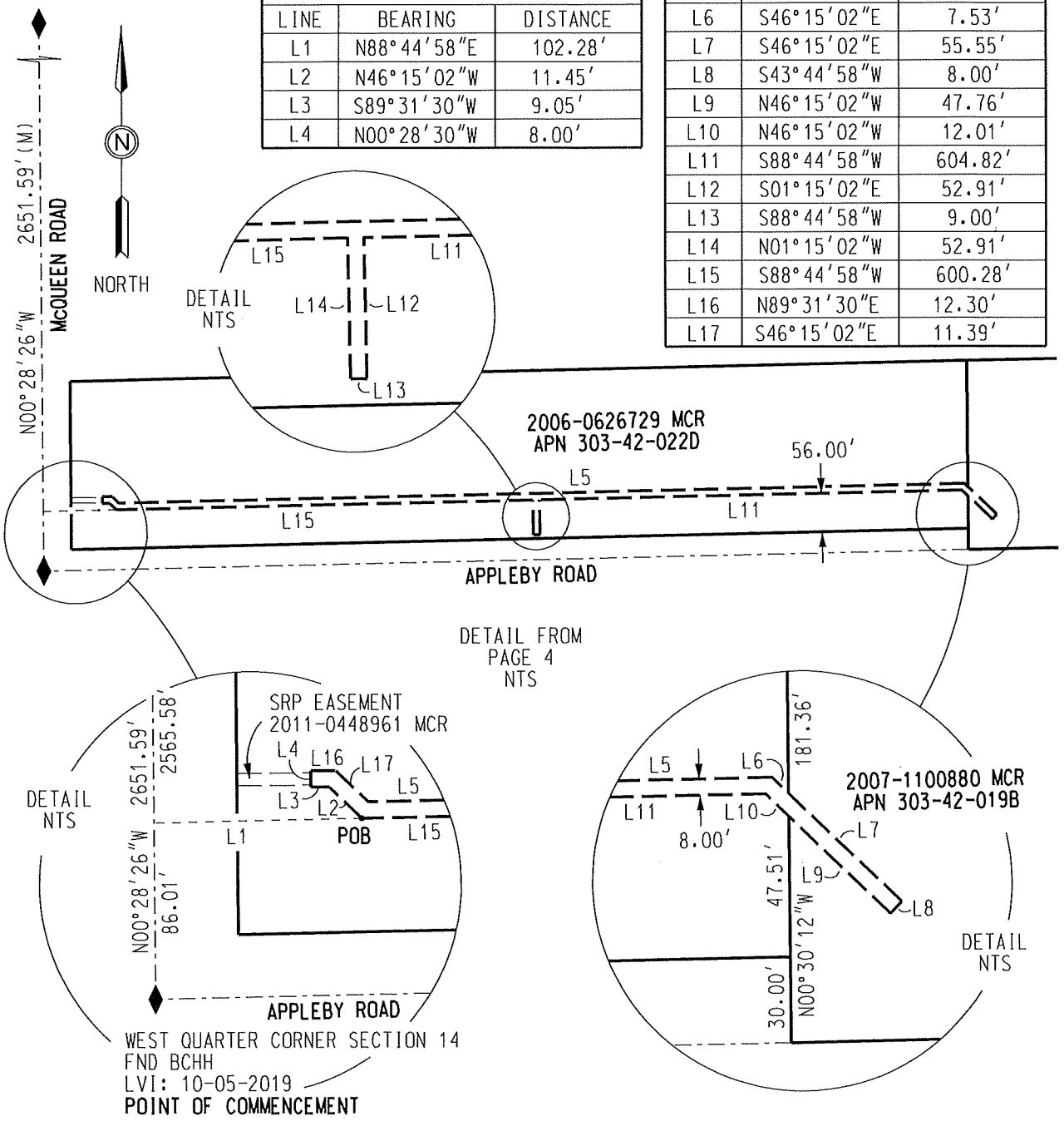
PR 1905 LANTANA RANCH PARK
PHASE 1
NW 1/4, SECTION 14
T.2 S., R.5 E
8.5 SOUTH - 28.2 EAST

EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 20-1598-NS	SCALE: NTS	PR 1905 LANTANA RANCH PARK PHASE 1 NW 1/4, SECTION 14 T.2 S., R.5 E 8.5 SOUTH - 28.2 EAST
I.O. NUMBER: T3262677	SHEET: 4 OF 5	
AGENT: GILMORE	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 1	
CHECKED BY: HOWARD	CREW CHIEF:	
DATE: 05-05-2021 JEP	FIELD DATE:	

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°44'58"E	102.28'
L2	N46°15'02"W	11.45'
L3	S89°31'30"W	9.05'
L4	N00°28'30"W	8.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L5	N88°44'58"E	1214.10'
L6	S46°15'02"E	7.53'
L7	S46°15'02"E	55.55'
L8	S43°44'58"W	8.00'
L9	N46°15'02"W	47.76'
L10	N46°15'02"W	12.01'
L11	S88°44'58"W	604.82'
L12	S01°15'02"E	52.91'
L13	S88°44'58"W	9.00'
L14	N01°15'02"W	52.91'
L15	S88°44'58"W	600.28'
L16	N89°31'30"E	12.30'
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SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 20-1598-NS	SCALE: NTS	PR 1905 LANTANA RANCH PARK PHASE 1 NW 1/4, SECTION 14 T.2 S., R.5 E 8.5 SOUTH - 28.2 EAST
I.O. NUMBER: T3262677	SHEET: 5 OF 5	
AGENT: GILMORE	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: 1	
CHECKED BY: HOWARD	CREW CHIEF:	
DATE: 05-05-2021 JEP	FIELD DATE:	

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-137

Date: August 26, 2021

To: Mayor and Council

Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Paul Young, Principal Engineer

Subject: Resolution No. 5472, Approving an Intergovernmental Agreement Between the City of Chandler and Maricopa County, Acting Through the Maricopa County Department of Transportation, Regarding Cost Sharing for Improvements to Lindsay Road from Via De Palmas to Riggs Road in the Amount of $1,301,229.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5472, approving an Intergovernmental Agreement between the City of Chandler and Maricopa County, acting through the Maricopa County Department of Transportation, regarding cost sharing for improvements to Lindsay Road from Via De Palmas to Riggs Road in the amount of $1,301,229.

Background/Discussion:

The Lindsay Road Improvements Project consists of widening Lindsay Road to a four-lane roadway from Ocotillo Road to Hunt Highway. Improvements include turn lanes; bike lanes; raised median; curb, gutter, and sidewalk; traffic signals; streetlights; storm drainage; landscape; irrigation; wet utilities; and dry utilities. Maricopa County Department of Transportation (MCDOT) is participating in the project cost, less City enhancements, because a portion of these improvements is adjacent to several parcels located in the unincorporated area and benefit the County residents. The City enhancements that MCDOT will not participate in include landscaping and streetlights. The MCDOT cost share payment will be available no later than July 1, 2027; this payment has been delayed due to Maricopa County financial considerations and project timing.

After completion of the project design and prior to construction, the City will process annexation of the Lindsay Road right-of-way and maintain the roadway in County jurisdiction.

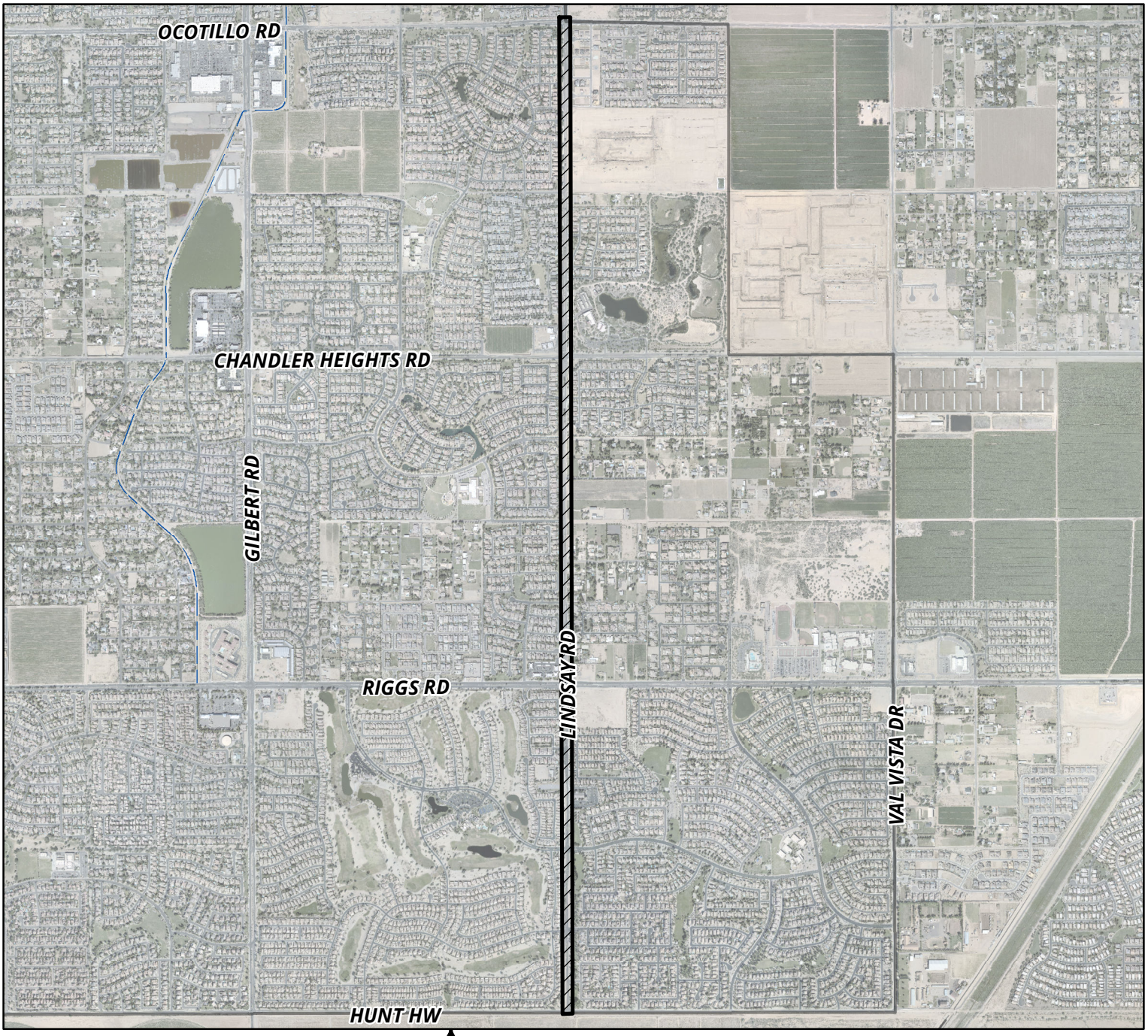
A separate Intergovernmental Agreement is anticipated on a future City Council Consent Agenda for County right-of-way acquisition assistance for the project.

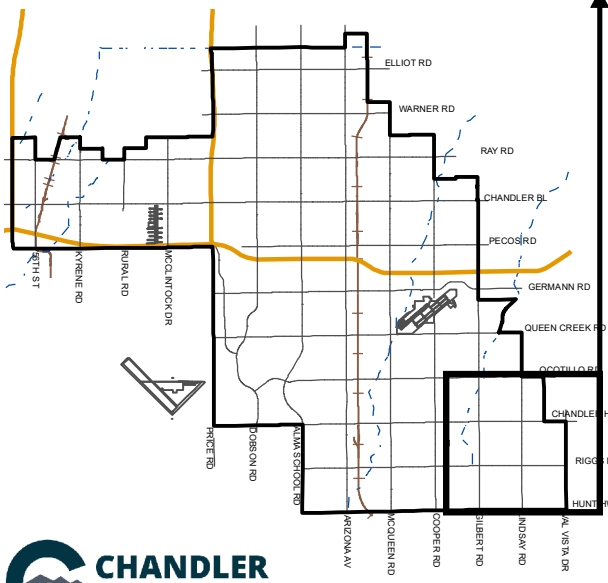
Financial Implications:

None.

Attachments

Location Map
Resolution No. 5472
Exhibit A - Intergovernmental Agreement





INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR COST SHARING OF DESIGN AND CONSTRUCTION LINDSAY ROAD IMPROVEMENTS (OCOTILLO ROAD TO HUNT HIGHWAY)

MEMO NO. CP21-137

RESOLUTION NO. 5472

PROJECT SITE

CHANDLER arizona

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-137 INTERGOVERNMENTAL AGREEMENT WITH MARIOCPA COUNTY\CP21-137.mxd 4/7/2021 MARICELAH

RESOLUTION NO. 5472

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY, ACTING THROUGH THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION, REGARDING COST SHARING FOR IMPROVEMENTS TO LINDSAY ROAD FROM VIA DE PALMAS TO RIGGS ROAD IN THE AMOUNT OF $1,301,229.

WHEREAS, Maricopa County, by and through the Maricopa County Department of Transportation, agrees to share the costs for improvements to Lindsay Road from Via de Palmas to Riggs Road in accordance with the terms of the Intergovernmental Agreement attached hereto as Exhibit "A".

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

Section 1. That the Intergovernmental Agreement between the City of Chandler and Maricopa County acting by and through the Maricopa County Department of Transportation is approved in substantially the form attached hereto as Exhibit "A" to share the costs with Maricopa County for improvements to Lindsay Road from Via de Palmas to Riggs Road.

Section 2. That the Mayor of the City of Chandler, Arizona, is authorized to execute the Intergovernmental Agreement.

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. 5472 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

DocuSign Envelope ID: 05EDE4F0-B496-430C-804F-2091823F84DF

INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE CITY OF CHANDLER FOR THE CONSTRUCTION OF IMPROVEMENTS FOR: LINDSAY ROAD FROM VIA DE PALMAS TO RIGGS ROAD

TT0699

(C-64-22-____-X-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**) and the City of Chandler, an Arizona municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) § 11-251 and §§ 28-6701 *et. seq.*, to lay out, maintain, control and manage public roads within the County.

2. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

3. The City is authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et. seq.*, to lay out and establish, regulate and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. Lindsay Road is located in southeastern Maricopa County and under the jurisdiction of the County and the City. The City has designated Lindsay Road as a minor arterial roadway (Project No. 6ST693).

5. The City has proposed to improve Lindsay Road from Ocotillo Road to Hunt Highway (**Project Area**) to four through lanes, bike lanes, turn lanes, raised landscaped median, sidewalk, curb and gutter, traffic signals, street lights, improved drainage facilities, wet utilities, and dry utilities. (**Project**).

6. The Project abuts a number of parcels located in the County along Lindsay Road from Via De Palmas to Riggs Road. The County maintains Lindsay Road from Cloud Road to approximately 700 feet south of Capricorn Place.

7. The Parties will enter into a separate intergovernmental agreement whereby the County agrees to provide the City with right-of-way assistance for this Project.

8. The Project will be built to the City's design standards and annexed by the City upon completion. The County acknowledges that the City is a recipient of federal Surface Transportation Program (STP) funds designated in the Maricopa Association of Governments' Arterial Life Cycle Program. Therefore, the City will be required to satisfy certain conditions and deadlines on or before April 2023. The City plans to construct the Project improvements in fiscal years 2023 and 2024.

9. The Parties have agreed that the County will provide a financial contribution of $1,301,229 for the construction for this Project. This payment will be deferred until July 1, 2027.

PURPOSE OF THE AGREEMENT

10. The purpose of this Agreement is to identify and define the responsibilities of the County and the City for design, environmental clearance, right-of-way acquisition, construction management, and construction related to this Project.

TERMS OF THE AGREEMENT

11. **Responsibilities of County:**

11.1 The County shall not review or be responsible for plans or be liable for design deficiencies, traffic control, construction or inspection approvals for compliance with the City's design standards.

11.2 The County shall provide no-cost permits for design, construction, and traffic control, as applicable, to the City for any Project-related work that lies within unincorporated County boundaries.

11.3 The County shall contribute no more than $1,301,229 of the estimated cost of the Project Costs, not including any City requested Enhancements.

11.4 Not before July 1, 2027, but upon completion of construction, recorded annexation, and receipt of an invoice from the City, the County shall remit payment to City within thirty (30) working days for the County's Project Cost contribution of $1,301,229. The County shall retain sole discretion to notify the City of any advanced availability of funds and may remit payment to the City prior to fiscal year 2027.

11.5 The County shall pay invoices submitted by the City within thirty (30) days of receipt.

12. **Responsibilities of the City:**

12.1. The City shall act as the lead agency for the design and construction of the Project and shall assume responsibility and liability for the design, right-of-way acquisitions, utilities and utility relocation, construction and construction management, inspection, operation, maintenance, and other aspects of the Project.

12.2. The City shall design and construct the Project to City standards in compliance with the approved plans and specifications. The City shall be responsible for review and approval of all plans and be responsible for construction and inspection approvals.

12.3. The City shall apply for no-cost permits, as applicable, for any Project related work that lies within unincorporated County boundaries.

12.4. The City shall be responsible for all Project Costs, beyond the County's contribution of $1,301,229.

12.5. The City shall be financially responsible for dedicated time by their staff as it relates to this Project. The cost shall not be credited toward the City's Project Cost share obligation.

12.6. Not before July 1, 2027, upon completion of construction and annexation of the Project Area, the City shall invoice the County for the County's cost contribution.

GENERAL TERMS AND CONDITIONS

13. To the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

14. This Agreement shall become effective as of the date it is approved by the governing bodies of the Parties and remain in full force and effect until all stipulations previously indicated have been satisfied, except that it may be amended upon written Agreement by all Parties.

15. This Agreement shall be subject to the provisions of A.R.S. § 38-511.

16. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

16.1. Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.

16.2. Any breach of the warranty shall be deemed a material breach of this agreement of which breaching party may be liable for penalties including termination of the agreement.

16.3. The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.

16.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

17. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of $1,000,000, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

18. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.

19. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

20. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

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City of Chandler
Attn: Public Works & Utilities Director
Mail Stop 402
P.O. Box 4008
Chandler, Arizona 85244-4008

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

21. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.

22. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.

23. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.

24. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings related to the Project between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties related to the Project, other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto.

25. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

26. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

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27. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

28. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

29. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.

30. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

31. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.

32. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.

33. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

34. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

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IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
Jennifer Toth 8/5/2021
09E8452A08B0459...

Jennifer Toth, P.E Date
Transportation Director

Approved and Accepted by:

Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
Chad McBride 8/5/2021
0997B2D0F1CF48E...

Deputy County Attorney Date

DocuSign Envelope ID: 05EDE4F0-B496-430C-804F-2091823F84DF

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF CHANDLER

Recommended by:

Joshua H. Wright — Date
Acting City Manager

Approved and Accepted by:

Kevin Hartke — Date
Mayor

Attest by:

City Clerk — Date

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City of Chandler under the laws of the State of Arizona.

City Attorney — Date

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA22-004

Date: August 26, 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: Gregg Capps, Utility Resources Manager
Subject: Resolution No. 5486, Approving an Amended and Restated Water Transportation Agreement Between Salt River Valley Water Users' Association and the City of Chandler

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5486, approving an amended and restated Water Transportation Agreement between Salt River Valley Water Users' Association and the City of Chandler.

Background:

The Salt River Valley Water Users Association (Association) operates and maintains a series of large canals and smaller laterals and drain ditches to deliver water to its members. On September 10, 1991, Chandler entered into a Water Transportation Agreement (Agreement) with the Association. The terms of the Agreement were consistent with other Valley cities and only allow for water transportation in Association canals and not laterals or drain ditches.

The City and Association have agreed to amend the Agreement to include the transportation of City water in Association laterals and drain ditches and revise other terms of service related to the expanded service. If the City chooses to deliver water through Association laterals and drain ditches, a $10.55 fee will be applied for each acre-foot of water that is transported. Chandler does not currently use Association laterals and drain ditches, however, this amendment provides flexibility in the future if it is deemed necessary.

Attachments

Resolution No. 5486
Exhibit A - Amended and Restated Water Transportation Agreement

RESOLUTION NO. 5486

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN AMENDED AND RESTATED WATER TRANSPORTATION AGREEMENT BETWEEN SALT RIVER VALLEY WATER USERS' ASSOCIATION AND THE CITY OF CHANDLER.

WHEREAS, the Salt River Valley Water Users' Association (the "Association") is the agent of the Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona, in distributing water developed pursuant to the Salt River Project, a federal reclamation project, to Association shareholders; and

WHEREAS, City delivers water to its customers from a variety of sources; and

WHEREAS, Association limits the use of its water delivery system to the transportation and delivery of water to its shareholders and to those entities with specific entitlements to such service; and

WHEREAS, on September 10, 1991, City and the Association entered into a Water Transportation Agreement which allowed for the transportation of City water in Association canals; and

WHEREAS, City and the Association have agreed to amend the Water Transportation Agreement to authorize the transportation of City water in Association canals, laterals, and drain ditches, and to revise other terms of service between City and the Association related to such expanded service.

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

Section 1. Approving the terms and conditions of the Amended and Restated Water Transportation Agreement between Salt River Valley Water Users' Association and the City of Chandler attached as Exhibit "A" to this Resolution and incorporated herein by reference.

Section 2. Authorizing the Mayor of the City of Chandler to execute the Amended and Restated Water Transportation Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 26th day of August, 2021.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5486 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 26th day of August, 2021, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit "A"

Amended and Restated Water Transportation Agreement

AMENDED AND RESTATED

WATER TRANSPORTATION AGREEMENT

BETWEEN

SALT RIVER VALLEY WATER USERS' ASSOCIATION

AND

CITY OF CHANDLER

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AMENDED AND RESTATED WATER TRANSPORTATION AGREEMENT BETWEEN SALT RIVER VALLEY WATER USERS' ASSOCIATION AND CITY OF CHANDLER

1. PARTIES:

The Parties to this Amended and Restated Water Transportation Agreement (Agreement) made and entered into as of this _____ day of _____, 20__, are the CITY OF CHANDLER, an Arizona municipal corporation (City) and SALT RIVER VALLEY WATER USERS' ASSOCIATION, an Arizona corporation (Association).

2. RECITALS:

This Agreement is made with regard to the following:

2.1 The Colorado River Basin Project Act of 1968 (82 Stat. 885) provides, among other things, that for the purposes of furnishing irrigation water and municipal and industrial water supplies to water deficient areas in Arizona and Western New Mexico through direct diversion or exchange of water, control of floods, conservation, development of fish and wildlife resources, enhancement of recreation opportunities and for other purposes, the Secretary of Interior for the United States of America (Secretary of Interior) shall construct, operate and maintain the Central Arizona Project (CAP).

2.2 Shareholders of Association are owners of land within the Salt River Reservoir District, having valid appropriative rights to waters of the Salt and Verde Rivers. Association is responsible for delivery to said lands of waters developed, controlled or stored by it for the benefit of such lands. Association is the agent of the Salt River Project Agricultural Improvement and Power District (District), a political subdivision of the State of Arizona, in the operation of the water delivery system of the Salt River Project, a federal reclamation project, pursuant to an agreement dated March 22, 1937, as amended by agreements dated February 28, 1944, and September 12, 1949, and is also the agent of the United States of America (USA) in the operation of said federal reclamation project pursuant to contract dated September 6, 1917. Association, in distributing water developed by Salt River Project works and facilities, is governed by the decree in Hurley v. Abbott, filed March 1, 1910, and all supplemental decrees thereto, all commonly referred to as the "Kent Decree"; the Articles of Incorporation and By-laws and rules and regulations of Association; contracts now in effect and hereafter executed between the Association, the District and the USA; rules and regulations promulgated by the Secretary of Interior, pursuant to the provisions of an Act of Congress, approved June 17, 1902 (32 stat. 388), and acts amendatory thereof and supplementary hereto, all of which are commonly known and referred to as Federal Reclamation Law; and by applicable laws of the State of Arizona.

2.3 City, in distributing water within its water service area, is governed by, among other things, applicable laws, ordinances, regulations and orders.

2.4 Association operates and maintains the water delivery system on behalf of and for the primary benefit of its shareholders, who hold rights to water developed by the Salt River Project, and to whom Association is obligated to deliver such water.

2.5 City has valid rights to the City Water to be transported, has existing contracts to transport such water through the CAP and the Interconnection Facility and has the right pursuant to an

existing contract to subcontract to third parties any part or all of its share of capacity in such Interconnection Facility.

2.6 City is in need of a link between the Interconnection Facility and its facilities; therefore, City desires to transport City Water through the Association Water Delivery System for use by City and/or its subcontractors, and has the authority to enter into this Agreement for transportation of such water.

2.7 Association does not as a rule make its water delivery system available to all water users potentially served by it and does not operate for profit. However, as an accommodation to City and for the incidental benefit to Association shareholders, Association will transport City Water for City and its subcontractors as an incident to its primary function; provided that the transportation of such water shall not in any way disrupt or interfere with the operation of the Association Water Delivery System on behalf of Association shareholders and pursuant to existing decrees and existing contracts; and provided further that this Agreement will not affect the responsibilities of Association and City with respect to waters developed, controlled or stored by Association and delivered to City pursuant to rights of Association shareholders and existing decrees and existing contracts. (see Exhibit C-1)

2.8 As Association limits the use of the Association Water Delivery System to the transportation and delivery of water to its shareholders and those entities with specific entitlements to such delivery service, to the exclusion of the general public, this Agreement is necessary for Association to transport City Water for City and its subcontractors.

2.9 On September 10, 1991, City and Association entered into the Water Transportation Agreement, which only allowed for water transportation in Association canals. The purpose of this Agreement is to create one agreement that allows for water transportation service in canals, laterals, and drain ditches, and other revisions related to such service expansion.

3. AGREEMENT:

In consideration of the premises and mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

4. DEFINITIONS:

As used in this Agreement the following terms, when capitalized, have the meanings indicated:

4.1 Annual Index: The number calculated by dividing the Association Acreage Assessment for the current calendar year (commencing with 1992) by the Association Acreage Assessment for the previous calendar year. The Annual Index shall be determined in January of each year commencing in 1992. The Annual Index shall be calculated to four (4) decimals and rounded to three (3). Rounding shall be done by dropping the fourth (4th) decimal when it is less than five (5) or by increasing the third (3rd) decimal by one (1) when the fourth (4th) decimal is five (5) or greater.

4.2 Association Acreage Assessment: The fee charged against Association assessed land to pay the cost of construction, improvement, enlargement, betterment, repairs, operation and maintenance of the irrigation and other works of Association, or of those under its management, operation and maintenance.

4.3 Association Water Delivery System: Association's canal, lateral and drain ditch system, including canal, lateral, and drain ditch gates and measuring devices.

4.4 Authorized Representative(s): Those representatives of the Parties appointed to administer the provisions of this Agreement pursuant to Section 10.1.

4.5 City Water:

a) City's share of the water resulting from City's funding of CAP Plan 6 modifications to Roosevelt Dam and reservoir.

b) City's share of any water resulting from City's funding of acquisition of a water supply alternative to that which was expected to have been provided by the now canceled Cliff Dam feature of CAP Plan 6.

c) Water discharged for City into the Association Water Delivery System from the Interconnection Facility.

d) Any other water as agreed to by the Authorized Representatives.

4.6 Effective Date: The date on which this Agreement becomes effective pursuant to Section 21.

4.7 Evacuated Water: Water released from the Association Water Delivery System:

a) As a result of excess storm runoff and under emergency conditions.

b) In the event of the discovery of contaminated water in the Association Water Delivery System.

4.8 Interconnection Facility: The facility located adjacent to the Granite Reef Diversion Dam which interconnects the CAP canal with the Association Water Delivery System and the Salt River Bed.

4.9 Point(s) of Delivery: The points designated in Exhibit A, hereto, at which City Water is diverted from the Association Water Delivery System for delivery to City or its subcontractors. Points of Delivery may be added or deleted upon mutual agreement of the Authorized Representatives. Association shall revise Exhibit A accordingly.

4.10 Point(s) of Receipt: The points designated in Exhibit B, hereto, where City Water is diverted into the Association Water Delivery System for transportation to City Points of Delivery. Points of Receipt may be added or deleted upon mutual agreement of the Authorized Representatives. Association shall revise Exhibit B accordingly.

4.11 Transportation Losses: The amount of water lost through seepage, evaporation or other causes while being transported within the Association Water Delivery System from the Point of Receipt to the Point of Delivery. Transportation Losses shall not include Evacuated Water.

4.12 Water Accounting: The general determination of the quantity of City Water transported by Association hereunder.

5. SCOPE OF SERVICE:

This Agreement is limited to transportation of City Water in the Association Water Delivery System from the Point of Receipt to the Point of Delivery.

6. TERM:

This Agreement shall become effective on the date provided in Section 21 and shall remain in effect through June 30, 2041 unless otherwise terminated in accordance with the provisions of this Agreement.

7. RATES, FEES, AND CHARGES:

7.1 For City Water transported in Association canals, Association shall bill City and City shall pay Association $39.60 for each acre foot (AF) of City Water or fractional AF received at the Points of Receipt whether or not City accepted or used such City Water. Beginning in calendar year 2027 and every five (5) years thereafter, Association may adjust such fee.

7.2 For City Water transported in Association laterals and drain ditches there shall be an additional fee of $10.55 per acre-foot for such transportation. Beginning in calendar year 2027 and every five (5) years thereafter, Association may adjust such fee.

7.3 Association shall also bill City and City shall pay Association an annual administration fee of $3,645.49 which shall cover both the first Point of Delivery and first Point of Receipt listed on Exhibits A and B respectively, and $655.11 for each additional Point of Receipt or Point of Delivery, whether separate or in common with that of another contractor or subcontractor. Commencing January 1, 2022, and in each January thereafter, the fees shall be adjusted by the Annual Index. Such fees shall be billed when service is commenced, and in each January thereafter, and paid in accordance with Section 8. The fees shall be prorated for those partial years of service resulting from initiation or permanent termination of service at Points of Receipt or Points of Delivery.

7.4 For purposes of Section 7.3, "adjusted by the Annual Index" means that the annual administration fee for the previous calendar year is multiplied by the Annual Index. The rate and annual administration fee shall be calculated to three (3) decimals and rounded to two (2). Rounding shall be done by dropping the third (3rd) decimal when it is less than five (5) or by increasing the second (2nd) decimal by one (1) when the third (3rd) decimal is five (5) or greater.

7.5 Association shall consider the Interconnection Facility and Granite Reef Dam as one Point of Receipt when determining the rates and fees which shall be billed to City.

7.6 If Association discontinues the Acreage Assessment or if the Parties determine the purpose/components of it have drastically changed, the most recent two (2) consecutive October values of the Consumer Price Index shall be substituted for the Association Acreage Assessment in the Annual Index to adjust the rates and fees under this Agreement during its remaining term absent superseding provisions pursuant to Sections 7.9 and 31.

7.7 Beginning in calendar year 2027 and thereafter, Association may change the rate or rate structure provided in Section 7.3 no more frequently than five year intervals, based on changed circumstances beyond the control of Association and which have increased the cost of providing the service hereunder beyond those increases in costs reflected by the Annual Index.

7.8 If Association proposes to adjust the fee pursuant to Section 7.1, Section 7.2, or Section 7.7:

7.8.1 Association must provide City with written notice of the fee or new rate or rate structure, and documentation to substantiate the changed circumstances and the increased cost by January 31 of the year preceding the year in which the fee or new rate or rate structure becomes effective.

7.8.2 If City is not willing to pay the fee or new rate/rate structure, City may terminate this Agreement by giving written notice to Association before the fee or new rate or rate structure becomes effective.

7.8.3 If City gives notice pursuant to Section 7.8.2, this Agreement shall remain in effect for a period of three (3) years from the date of the City's notice, unless otherwise agreed by the Parties. During this period, City shall pay the new fee or new rate as provided in Section 7.1, Section 7.2, or Section 7.7, respectively.

7.9 If, as a result of the services provided to City pursuant to this Agreement, Association becomes liable to a governmental authority other than District for any tax, tariff, duty, toll, fee, impost, charge or other exaction, or any increase thereof, pursuant to Section 8, Association shall bill City and City shall pay Association the amount for which Association is liable.

8. BILLING AND PAYMENT:

8.1 Bills for services provided to City shall be submitted by Association to City on or before the twenty-fifth (25th) day of each month (or if such day is not a business day, on the next succeeding business day) immediately following the month during which City has incurred charges for such services. Such bills may include adjustments or corrections to bills previously submitted by Association to City.

8.2 Payment by City to Association shall be made in good funds on or before the thirtieth (30th) day following the date on which the bill was postmarked or if such day is not a business day, on the next succeeding business day. Bills which are not paid by this date shall be delinquent and thereafter accrue an interest charge at the prime rate of interest as established by the Bank of America on the last business day of the month following the month for which the bill was submitted, plus 2% per annum, prorated by days of the unpaid principal, computed daily until payment is received. Any payment received shall first be applied to any interest charges owed, and then to any bills owed for service rendered.

8.3 In the event any portion of any bill is disputed, the disputed amount shall be paid under protest when due and shall be accompanied by a written statement indicating the basis for the protest. If the protest is found to be valid, City shall be refunded any overpayment plus interest, accrued at the rate set forth in Section 8.2, prorated by days from the date payment was credited to City to the date the refund check is mailed.

8.4 In the event any delinquent amount is not paid by City within thirty (30) days after receipt by City of written notice by Association to City of the delinquency and the remedies available to Association under this Agreement if the delinquent amount is not paid, Association shall have the right, without liability of any kind, to refuse to transport City Water so long as the said amount remains unpaid and may terminate this Agreement. Nothing herein shall limit the rights of Association to use any other available legal remedy to effect collection of said amounts.

9. WATER ACCOUNTING:

9.1 Association will provide daily Water Accounting of City Water received for City at the Points of Receipt. Such Water Accounting shall be retained by Association for at least three (3) years and be made available for City's inspection upon written request.

9.2 City shall provide a monthly report of the total amounts of water received each day during the month as measured at each Point of Delivery in accordance with operating procedures prepared by Association. Such report shall be submitted to Association by the sixth (6th) business day following the month end, pursuant to such operating procedures.

9.3 Association shall prepare a monthly Water Accounting report based on the daily Water Accounting provided under Section 9.1. It shall also include the daily water deliveries as reported by City pursuant to Section 9.2. Such Water Accounting report may be combined with other existing Association reports to City and shall include City Water delivered to each Point of Delivery, Transportation Losses, and Evacuated Water during that month.

10. APPOINTMENT/DUTIES OF AUTHORIZED REPRESENTATIVES:

10.1 Association and City shall each appoint an Authorized Representative and an alternate to administer Sections 10.1.1 through 10.1.10. The alternate shall act only in the absence of the Authorized Representative. All decisions and agreements of the Authorized Representatives shall be documented by a writing signed by both Authorized Representatives. Subject to each Party's internal approval and authorization process, the Authorized Representatives:

10.1.1 Shall review the operating procedures as developed by Association for implementing the provisions herein.

10.1.2 May add or delete Points of Delivery pursuant to Section 4.9 or Points of Receipt pursuant to Section 4.10.

10.1.3 May agree to transportation in the Association Water Delivery System of City Water specified in Section 4.5d and shall establish any water quality or other limitations on the transportation of such water. Priority for transportation of such water is "Fourth", in accordance with Exhibit C.

10.1.4 May change the proportioning of City Water to City's multiple Points of Delivery pursuant to Section 15.2 hereof.

10.1.5 Shall approve City's flow measurement systems, test procedures and adjustment frequency therefor, and the communication interfaces required pursuant to Section 17 or waive or reduce the requirements to install such flow measurement systems and communication interfaces pursuant to Section 17.

10.1.6 Shall approve the manner of access pursuant to Section 18.

10.1.7 Shall arrange for the return of water by the owing Party pursuant to Section 23.2.

10.1.8 May agree to impair the transportation of City Water under this Agreement pursuant to Exhibit C-1.

10.1.9 Shall review and agree to all changes or improvements to the Association Water Delivery System to accommodate its use by City pursuant to Section 15.3.

10.1.10 May agree on how to administer, implement, or effectuate certain sections of this Agreement as necessary. Such documented understandings may pertain to operational, accounting, and financial arrangements of this Agreement.

10.2 If the Authorized Representatives disagree as to any action to be taken or decision to be made, or as to the need for taking any action or making any decision, or as to whether any matter is within the scope of the Authorized Representatives' responsibilities hereunder, the question or questions at issue may be referred by either Party to arbitration pursuant to Section 29.

10.3 Each Party shall notify the other Party in writing within thirty (30) days after execution of this Agreement of the designation of its Authorized Representative and alternate and shall promptly notify the other Party of any subsequent changes in such designation.

10.4 The Authorized Representatives shall have no authority to modify, amend or supplement this Agreement, other than as expressly provided in this Section 10.

11. WATER QUALITY:

11.1 Association neither guarantees nor warrants the quality of water transported through the Association Water Delivery System to City pursuant to this Agreement, and City assumes all responsibility for purifying or otherwise treating City Water received at City's Points of Delivery to meet applicable water quality standards established by federal, state or local authorities. Nothing in this Agreement shall be construed so as to require that Association receive or transport water from any source when such receipt or transportation is likely to result in a violation of then existing federal, state or local laws or regulations regarding water quality.

11.2 Except for Salt and Verde River water that is not stored underground, City shall indemnify Association against all losses to third parties resulting from water quality degradation due to commingling of City Water in the Association Water Delivery System, and shall defend Association against all claims for such losses.

11.3 If Association coincidentally introduces water into the Association Water Delivery System through the Interconnection Facility, or other causes contribute to the losses of third parties, City will indemnify and defend only for those losses to third parties attributable to commingling of City Water in the Association Water Delivery System.

11.4 Association shall cooperate fully with City in the defense of all claims of third parties for losses under this Section 11 and shall provide City with all information, expert witnesses and records necessary for City to defend against such claims.

11.5 City's obligation to indemnify under this Section 11 shall encompass only:

11.5.1 The payment of losses to third parties that have been determined by mutual agreement of City and Association, arbitration or a court to have resulted from water quality degradation due to commingling of City Water in the Association Water Delivery System.

11.5.2 All costs of defending against claims by third parties for such losses and all costs incurred by Association in cooperating with City under Section 11.4 in the defense of such claims.

12. TRANSPORTATION LOSSES:

12.1 For City Water transported in canals, City shall be assessed Transportation Losses at the rate of 0.08 percent per AF per mile between the Point of Receipt and the Point of Delivery. Using the water balance of supply and delivery, a procedure similar to the loss calculation used in standard reporting to the Arizona Department of Water Resources and the United States Bureau of Reclamation, Association shall review and adjust such Transportation Loss rate annually in April based on annual average Association Water Delivery System losses during the preceding five (5) years. Such adjusted rate shall remain in effect until next adjusted.

12.2 Until otherwise determined by Association, for City Water transported in a lateral or drain ditch, City shall not be assessed additional Transportation Losses; however, Association reserves the right at any time to assess additional losses to City based on Association's water loss experience in the lateral(s) or drain ditch(es) being used to transport City Water. Prior to assessing additional Transportation Losses pursuant to this Section 12.2, Association shall provide City written notice and evidence and/or calculation supporting the assessed rate of additional Transportation losses.

13. PRIORITY OF SERVICE:

13.1 City Water may be transported under this Agreement only to the extent that such transportation does not impair nor prejudice the transportation and delivery of water to Association shareholders or pursuant to existing decrees and existing contracts between Association and City or between Association and any third party. (see Exhibit C-1)

13.2 Association shall transport water, as among all contractors for such service from Association, according to the capacity of the Association Water Delivery System as determined by Association, the priority set forth in Exhibit C hereto, and the date provided in Section 2.9 as such date is applicable in determining water transportation priorities.

13.3 The Parties agree to work together and make all reasonable efforts in any settlement of an Indian tribe's water rights claims to acquire federal funding to expand Association Water Delivery System capacity, should such capacity be inadequate to satisfy the water transportation needs of either Association, City, the Indian tribe, or a third party as a result of such settlement; provided that a failure to acquire such funding shall not preclude Association from entering into the Indian settlement agreement.

14. RIGHT TO CONTRACT OR SUBCONTRACT:

14.1 Subject to Exhibit C, Association retains the right to contract directly with other entities desiring transportation of water in the Association Water Delivery System.

14.2 City may subcontract services provided to it by Association under this Agreement, provided that City shall cause any such subcontract to be subject to the terms and provisions of this Agreement the same as if such services were being provided directly to City, unless otherwise agreed in writing by Association. City shall be responsible for and pay Association the rates, fees and charges set forth in Section 7 to provide transportation service to City's subcontractors the same as if such services were provided directly to City. City shall not subcontract transportation services provided by this Agreement for an overall charge greater than that charged City by Association for the same service, except to the extent necessary to recover any additional expenses incurred by City as a result of the subcontract.

15. DISTRIBUTION:

15.1 Association's obligations and responsibilities to City under this Agreement shall commence at the Point of Receipt and shall terminate at the Point of Delivery. City shall be responsible and assume full liability for the further distribution of City Water received at the Point of Delivery, including, but not limited to, all operation and maintenance costs for delivery to City's end users.

15.2 If City has multiple Points of Delivery on the Association Water Delivery System, City Water will be transported to each Point of Delivery in proportion to total water orders for those Points of Delivery. If City factually documents the proportions of on-Project and off-Project deliveries at each of its Points of Delivery, then upon mutual agreement of the Authorized Representatives, Association will transport City Water according to those proportions.

15.3 City may request the Association to make changes or improvements to the Association Water Delivery System and related structures. City shall be responsible for all costs associated with any changes or improvements made pursuant to such City request if the change or improvement is made for the sole purpose of accommodating City's use of the Association Water Delivery System and related structures for the transportation of City Water; otherwise, the cost of such change or improvement shall be divided between the Parties as mutually agreed upon.

15.4 City shall not make any change or improvements to the Association Water Delivery System and related structures or facilities of Association without the written approval of Association. Upon termination or expiration of this Agreement, City shall restore to a condition satisfactory to Association, the Association Water Delivery System and related structures and facilities of Association to which City had made changes. If City fails to accomplish such restoration, Association shall do so and the expense thereof shall be charged to and paid by City.

16. INTERRUPTIONS OR CURTAILMENTS IN DELIVERY:

16.1 Transportation of City Water shall be in accordance with City's requests as set forth in Section 20 of this Agreement, and shall be subject to:

16.1.1 Interruptions and curtailments in the capability of Association to transport City Water due to emergencies, dry up of Association Water Delivery System facility, operational constraints and necessary maintenance and repairs of the Association Water Delivery System, all as determined solely by Association.

16.1.2 Interruptions, evacuations and curtailments because of excessive storm runoff entering the Association Water Delivery System, as determined solely by Association, or because Association determines that significant degradation of water quality in the Association Water Delivery System likely to result in substantial liability is occurring or may occur as a result of introduction of City Water, contamination or contaminated water in the Association Water Delivery System.

16.1.3 No obligation on the part of Association to replace any portion of City Water evacuated from the Association Water Delivery System.

16.1.4 Availability of City Water at the Points of Receipt, as determined by Association.

16.2 Transportation service interruptions, curtailments, and evacuations addressed in Section 16.1.1 and 16.1.2 shall be allocated in accordance with Exhibit C.

17. FLOW MEASUREMENT:

17.1 City shall, at its sole expense and with the approval of the Authorized Representatives, construct, install and maintain in accordance with manufacturers' specifications for the specific application, a flow measurement system and communications interface at each Point of Receipt and each Point of Delivery compatible with Association telemetry requirements. The Authorized Representatives may waive or reduce the requirements of this Section 17.1 for any Point of Receipt or Point of Delivery for which they deem the requirements excessive with respect to the quantity of water to be taken at that Point of Receipt or Point of Delivery.

17.2 City shall maintain the accuracy of its flow measurement systems (flow measurement device and detection device) as close to zero error as practical, but in no event shall error exceed plus or minus five percent (5%) of actual flow except when the flow being measured is to a City water treatment plant (WTP) operating at thirty percent (30%) or less of maximum operating capacity. In such circumstances, the accumulated volume delivered to a WTP during the periods of exception in a calendar year shall not exceed six percent (6%) of the total volume delivered to that WTP during that calendar year. City shall prepare and regularly implement testing and recalibration procedures for the flow measurement systems, which procedures must be approved by the Authorized Representatives. At least once every six months, unless otherwise agreed by the Authorized Representatives, City shall recalibrate its flow-measuring system as close to zero error as practical, but in no event shall error exceed plus or minus five percent (5%) of actual flow except as provided above in this Section. City shall notify Association of when such recalibration is planned so that Association may observe the procedure. Association may at reasonable times, at its sole expense and after reasonable notice to City, test or have tested the flow-measuring system to determine its accuracy. Association may discontinue service to City hereunder during any period of noncompliance with this Section unless City agrees to accept Association's billing and water accounting pursuant to Section 17.3.

17.3 In the event that water accounting records or any routine or special test of the flow measurement system discloses an annual volume, or a flow measurement error, that exceeds the limits provided in Section 17.2, all bills and water accounting affected by such limits having been exceeded may be adjusted by Association based on the best available data as determined by Association. However, adjustments arising from other than annual volume limits shall not encompass more than the elapsed time since the last preceding test.

17.4 City bears responsibility and cost for any flow-measurement system and communications interface required for all future Points of Receipt and Points of Delivery.

18. ACCESS TO PREMISES AND FACILITIES:

City grants to Association, its employees and agents the right of access to the premises identified on Exhibits A and B, at reasonable times and after reasonable notice from Association, for such purposes as installing, connecting, reading, testing, repairing, adjusting, disconnecting, removing or inspecting meters, measuring devices, communications equipment, data devices and other apparatus and equipment pertinent to the provision of or accounting for services under this Agreement. Right of access under this Section shall be in a manner approved by the Authorized Representatives.

19. FUTURE FACILITIES:

Except as otherwise provided herein, City bears responsibility and cost for any facility needed at a future Point of Receipt or Point of Delivery to effect service under this Agreement.

20. NOTICE OF WATER DELIVERIES:

City shall provide adequate notice to Association of City's water orders and any subsequent order changes, in accordance with operating procedures established by Association. Operating procedures established by Association shall provide that, in the event of a pending Association Water Delivery System curtailment, Association shall give City as much notice as reasonably practicable of the pending curtailment and give City the maximum flexibility reasonably attainable to adjust or change the source, as between water identified in Sections 4.5a and 4.5b, of its pro rata share of the total amount of this water that has been ordered by all cities. Association shall schedule, transport and account for City Water. Transportation of City Water shall be subject to operational and maintenance constraints common to all parties served by the Association Water Delivery System. The amount of City Water requested by City, less Transportation Losses, shall be delivered by Association to the Point of Delivery, subject to the provisions of Section 15.2 and 16. Association shall schedule and monitor the transportation of City Water so as not to in any manner whatsoever interfere with the operation and maintenance of the Association Water Delivery System.

21. EFFECTIVE DATE:

This Agreement shall be effective as of January 1, 2022 upon execution by both Parties.

22. GENERAL LIABILITY:

Each Party shall assume liability for its own negligence and shall indemnify the other against any damages the non-negligent Party incurs as a result of the negligent Party's action or inaction.

23. AUDIT:

23.1 Upon reasonable written notice, either Party at its expense shall have the right, at all reasonable times, to review and audit the books, records and documents of the other Party directly pertaining to the billings and Water Accounting data required to administer this Agreement. Any such audit may be conducted by an employee of or independent accountant designated by the auditing Party. The Party being audited agrees to fully cooperate with any such audit. This right to audit shall extend for a period of three (3) years following the date of each payment under this Agreement. The Parties agree to retain all necessary records and documentation during this audit period. The foregoing shall not be construed to permit either Party to conduct a general audit of the other Party's records. Information obtained by either Party's representatives in examining the other Party's applicable records to verify such billings and Water Accounting data shall not be disclosed to third parties without prior written consent of the audited Party, or unless in response to compulsory judicial or regulatory process or state law and after giving the other Party written notice as much in advance as possible.

23.2 The audited Party's Authorized Representative shall be notified in writing of any exception taken as a result of an audit and shall respond to such notification within thirty (30) days. Upon resolution of any exception, 1) as to payment of any monies due, the owing Party shall directly remit the amount of any exception to the other Party within thirty (30) days, with interest calculated at the rate set forth in Section 8.2. Interest shall be computed from the date of the

original billing to the date of payment by the Party owing as a result of the Audit, 2) as to any water due, the Authorized Representatives shall arrange for the owing Party to return the amount owed as soon as practicable.

24. UNCONTROLLABLE FORCES:

Neither Party shall be considered to be in default in the performance of any of its obligations hereunder (other than obligations of City to make payment for service hereunder) when a failure of performance shall be due to uncontrollable forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, government priorities and restraint by court order or public authority, and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require either Party to settle any strike or labor dispute in which it is involved.

25. NOTICES:

Any notice, demand or request provided for in this Agreement shall be in writing and delivered in person, or sent by registered or certified mail, postage prepaid, to:

Salt River Valley Water Users' Association
c/o Secretary
P. O. Box 52025
Phoenix, AZ 85072-2025
Reference: Amended and Restated Water Transportation Agreement
(With a copy to Association's Authorized Representative.)

City of Chandler
Attention: City Manager
175 S. Arizona Ave.
Chandler, AZ 85244
Reference: Amended and Restated Water Transportation Agreement
(With a copy to City's Authorized Representative.)

26. WAIVER:

The waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

27. HEADINGS:

Title and paragraph headings herein are for reference only and are not part of this Agreement.

28. RECLAMATION REFORM ACT:

In no event shall Association's performance of obligations established herein subject Association or its shareholders to provisions of the Reclamation Reform Act of 1982 (RRA), as amended, and regulations attendant thereto, to which Association would not otherwise have been subjected. Further, in the event a change of legislation, future federal agency determination or other administrative or judicial action subjects or purports to subject Association to the RRA as a result of Association's

performance of obligations established herein, Association shall be relieved of any further obligations hereunder, and this Agreement shall be voidable at Association's discretion.

29. RESOLUTION OF DISPUTES:

29.1 City and Association may submit a dispute under this Agreement to a non-binding arbitrator if both Parties agree to arbitration in writing. Within 30 days of obtaining written consent to arbitrate, both Parties shall name one arbitrator. The two arbitrators selected by the Parties shall select a third arbitrator as soon as practicable. Within 30 days from the selection of the third arbitrator, the arbitrators shall hold a hearing. Within 30 days from the conclusion of the hearing, the arbitrators shall render a decision on the dispute.

29.2 Any Party that is dissatisfied with the results of non-binding arbitration may pursue any other legal or equitable remedy not expressly provided for in this Section 29 and available to resolve the dispute.

30. ACTION PENDING RESOLUTION OF DISPUTES:

Pending the resolution of a dispute pursuant to Section 29, the Parties shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement. Amounts paid by a Party pursuant to this Section 30 during the pendency of such dispute shall be subject to refund and adjustment upon a final resolution of any dispute involving an amount due. Upon such final resolution, the owed amounts shall be remitted in accordance with the remittance procedures/arrangements contained in Section 8.

31. CONTRACT REOPENER:

31.1 Either Party may request that this Agreement be modified because of extraordinary circumstances that were not reasonably foreseeable by the Parties, were outside of the control of the Parties and have resulted in a substantial change in the benefits or obligations under the Agreement of the Party requesting modification.

31.2 This Section 31 is intended to apply to events such as changes in legislative authority, enactment of new environmental requirements, destruction of Association Water Delivery System and related facilities, changes in water rights and changes in technology.

31.3 If a Party requests that this Agreement be modified pursuant to this Section 31, the Parties agree to negotiate in good faith to reach a reasonable and equitable modification of this Agreement. If the Parties cannot agree, the Party requesting the modification may submit the matter to arbitration in accordance with Section 29.

31.4 The Party requesting the modification has the burden of showing that the event causing the request for modification meets the requirements of Sections 31.1 and 31.2 and that the modification requested is reasonable and equitable to both Parties.

31.5 This Section 31 does not preclude the Parties from modifying this Agreement by mutual consent for reasons that do not meet the requirements of Sections 31.1 and 31.2.

32. GOVERNING LAW:

This Agreement is made under, and shall be governed by, the laws of the State of Arizona.

33. PERMITS:

City shall be responsible for obtaining any permits required to discharge City Water into the Association Water Delivery System; except that if any permits are required to discharge City Water from Association-owned or operated facilities into the Association Water Delivery System, Association and City shall be jointly responsible for obtaining the permits. Denial of any necessary permit shall not result in liability of either Party to the other.

34. NO THIRD PARTY BENEFICIARIES:

This Agreement is solely for the benefit of the Parties, and does not create nor shall it be construed to create rights in any third party. No third party may enforce the terms and conditions of this Agreement.

35. ENTIRE AGREEMENT:

The terms, covenants and conditions of this Agreement constitute the entire Agreement between the Parties and no understandings or obligations not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by the Parties.

36. TERMINATION OF PRIOR WATER TRANSPORTATION AGREEMENT:

The Water Transportation Agreement that was entered into by the Parties as provided in Section 2.9, and any supplements or amendments thereto, shall terminate on the Effective Date of this Agreement.

[Remainder of this page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto.

SALT RIVER VALLEY WATER USERS' ASSOCIATION

By: David C. Roberts

Title: AGM - WATER RESOURCES

Approved as to form and within the power and authority granted under the laws of the Territory of Arizona to the Salt River Valley Water Users' Association.

_____

Attest:

_____
City Clerk

CITY OF CHANDLER

By: _____

Title: _____

Approved as to form and within the power and authority granted under the laws of the State of Arizona to the City of Chandler.

_____
City Attorney

AMENDED AND RESTATED
WATER TRANSPORTATION AGREEMENT
BETWEEN
SALT RIVER VALLEY WATER USERS' ASSOCIATION
AND
CITY OF CHANDLER

EXHIBIT A

POINTS OF DELIVERY FOR CITY OF CHANDLER AND ITS SUBCONTRACTORS

A. *Water Treatment Plants:*

Name	Capacity	Location	SRP Coordinates
Chandler	60 MGD	1475 E. Pecos Road	05.2E-17.0N

B. *Underground Water Storage Facilities:*

Name	Location	SRP Coordinates
Granite Reef Underground Storage Project (GRUSP)	South Canal at the GRUSP turnout	32.4E-07.1N
New River-Agua Fria River Underground Storage Project (NAUSP)	Tail end of the Grand Canal near 107th Ave & Bethany Home Rd	01.00E-10.0N

C. *Other Points of Delivery:*

Name	Location/Identifier	Lateral(s)-Gate(s)	SRP Account No.
RWCD Pumping Plant[1]	South Canal (32.5E-7.5N)	N/A	N/A

[1] For water accounting purposes, the point of measurement for the Roosevelt Water Conservation District (RWCD) shall be the weir at "RWCD at the Head" located at 32.5E-7.5N. The instrumentation and telemetry devices are owned and operated by SRP. SRP collects and maintains the water flow data at the weir. City shall report to SRP the amount of City Water delivered to the RWCD Pumping Plant.

AMENDED AND RESTATED
WATER TRANSPORTATION AGREEMENT
BETWEEN
SALT RIVER VALLEY WATER USERS' ASSOCIATION
AND
CITY OF CHANDLER

EXHIBIT B

POINTS OF RECEIPT FOR CITY OF CHANDLER AND ITS SUBCONTRACTORS

1. Where the Interconnection Facility discharges City Water into the Association's Arizona Canal or South Canal.

2. Where City Water is diverted from Granite Reef Diversion Dam into Association's Arizona Canal or South Canal.

AMENDED AND RESTATED
WATER TRANSPORTATION AGREEMENT
BETWEEN
SALT RIVER VALLEY WATER USERS' ASSOCIATION
AND
CITY OF CHANDLER

EXHIBIT C

WATER TRANSPORTATION PRIORITY

Priority for transportation of water is:

First - a. Pursuant to rights of Association shareholders from any existing and future sources, including water exchanged for shareholder use and water used to augment or replace shareholder supplies.

b. Pursuant to existing Association water delivery contracts and existing decrees. (see Exhibit C-1)

c. Pursuant to rights of District to CAP allocation for electric power generation.

d. To an Indian tribe as a result of a settlement of the tribe's water rights claims, in the event that Association pledges to deliver such water at this priority.

(The sequence within this "First" category is not intended to imply a priority)

Second - Water set forth in Sections 4.5a and 4.5b of this Agreement. During any Association Water Delivery System capacity curtailment, this water will be delivered pro rata to Cities that have ordered it based on each City's share of the combined amount of this water ordered by all Cities entitled to it. (All water in this second priority is of equal priority).

Third - Water discharged into the Association Water Delivery System from the Interconnection Facility, excluding the water set forth in Section 4.5b of this Agreement. During any Association Water Delivery System capacity curtailment, this water will be delivered pro rata to Cities that have ordered water based on each City's percentage capacity ownership in the Arizona Canal Component or South Canal Component of the Interconnection Facility. (All water within this third priority is of equal priority).

Fourth - Other water. Within this fourth priority, sub-priority for transportation of water shall be determined:

a. For City Water specified in Section 4.5d, according to the date of the writing signed by the Authorized Representatives agreeing to the transportation of such water.

b. For water other than City Water, according to the date of the agreement to transport such water.

The earlier the date as determined under either (a) or (b) preceding, the higher the sub-priority.

In the event that water must be evacuated from the Association Water Delivery System, or flows into the Association Water Delivery System must be interrupted or curtailed, lower priority water will be affected first.

AMENDED AND RESTATED
WATER TRANSPORTATION AGREEMENT
BETWEEN
SALT RIVER VALLEY WATER USERS' ASSOCIATION
AND
CITY OF CHANDLER

EXHIBIT C-1

EXISTING ASSOCIATION WATER DELIVERY CONTRACTS AND EXISTING DECREES

The following list of Contracts and Decrees includes major water delivery arrangements but does not necessarily include all existing contractual and decreed deliveries. The documents listed include (1) the original contract or decree and any renewals or extensions thereof on the same terms and conditions whether precedent or subsequent to this Agreement (2) modifications of the original contract or decree made prior to the effective date of this Agreement, and (3) modifications of the original contract or decree made after the effective date of this Agreement that either result from a right or obligation contained in (1) or (2) preceding, or do not impair the transportation of City Water under this Agreement, unless the Authorized Representatives agree otherwise.

BUCKEYE IRRIGATION DISTRICT:	Basis of Settlement of Litigation Between Buckeye Irrigation District and SRVWUA (1943).
CLASS A NON-MEMBER LAND:	Pursuant to Kent Decree (1910), entitlement to normal flow.
FORT MCDOWELL INDIANS:	Pursuant to Kent Decree (1910), entitlement to normal flow.
LAKIN-LENNOX:	Agreement Between Loring C. Lennox and SRVWUA (1921).
MARICOPA GARDEN FARMS:	Agreement Between Fidelity Savings and Loan Association and SRVWUA (1924).
MARICOPA INDIANS:	Agreement Between United States and SRVWUA (1936).
NEW STATE IRRIGATION AND DRAINAGE DISTRICT:	Agreement for Installation of Pumping Plant Between SRVWUA, New State Irrigation Drainage District and St. John's Irrigation District (1929).
PENINSULA-HOROWITZ AND CHAMPION:	Agreement Between SRVWUA, Roosevelt Irrigation District and Owners of Lands Under Peninsula, Horowitz and Champion Ditches (1930).
PHOENIX:	Contract Between United States, City of Phoenix and SRVWUA Providing for the Installation of Spillway Gates at Horseshoe Dam (1948).
ROOSEVELT IRRIGATION DISTRICT:	Contract Between Carrick and Mangham Agua Fria Lands and Irrigation Company and SRVWUA (1921).
ROOSEVELT WATER CONSERVATION DISTRICT:	Agreement Between Roosevelt Water Conservation District and SRVWUA (1924).

SALT RIVER INDIANS:	Contract Between United States and SRVWUA Supplementary to Certain Contracts dated 6/25/04 and 9/6/17 (1922); Agreement Between United States and SRVWUA Verde River Storage Works (1935).
SALT RIVER INDIANS (SOUTHSIDE):	Agreement Between United States and SRVWUA for Carriage of Water for Irrigation of Lands of the Indians of the Salt River Indian Reservation Under the Utah Canal (1927).
ST. JOHN'S IRRIGATION DISTRICT:	Agreement Between St. John's Irrigation District and SRVWUA (1924).

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** ST22-003

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
From: Allan Zimmerman, Streets Project Manager
Subject: Agreement No. PW0-745-4122, Amendment No. 2, with The Fishel Construction Company, for Concrete Repair Maintenance Services

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Proposed Motion:

Move City Council approve Agreement No. PW0-745-4122, Amendment No. 2, with The Fishel Construction Company, for concrete repair maintenance services, in an amount not to exceed $800,000, adding funds to the existing term, January 1, 2021, through December 31, 2021.

Background/Discussion:

The City's Transportation Division has an established pavement management restoration and repaving program that addresses the preventative maintenance and rehabilitation needs for the City-maintained roadway sections. Asphalt repaving projects are selected based upon a recent pavement quality assessment. The roadway sections identified within the attached map are recommended for asphalt repaving within the next two years.

The Federal Department of Justice is responsible for the administration of the Americans with Disabilities Act (ADA). This law requires state and local governments to bring pedestrian routes to ADA compliance prior to commencement of specific road rehabilitation projects including asphalt repaving. Title II of the ADA is a civil rights statute prohibiting discrimination against persons with disabilities in all aspects of life, including pedestrian routes in the public right-of-way.

The Transportation Division is responsible for a large component of this compliance and ongoing work dictated by an approved ADA Transition Plan. The Transportation Division completes this required ADA compliance work in advance of asphalt repaving projects that have been prioritized through the City-wide pavement quality assessment program.

The contractor will conduct ADA improvements on pedestrian ramps and sidewalk panels, including those doubling as part of residential driveway accesses that are not within compliance. This agreement will address approximately 62,000 square yards of concrete repair and maintenance.

Evaluation:

On December 12, 2019, City Council approved an agreement with The Fishel Construction Company, for concrete repair maintenance services, for a one-year period, with the option of up to four one-year extensions. Amendment No. 1 extended the agreement but did not add funds to The Fishel Construction Company agreement. The Transportation Division will use this amendment to complete the work described herein.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.3310.6513.6ST248	Streets General Obligation Bonds	Street Repaving	$750,000	Y
401.3060.6TP707	General Govt Capital Projects	ADA Upgrades	$50,000	Y

Attachments

Amendment - Fishel

DocuSign Envelope ID: 33AA7B54-9BDD-4656-B7CE-02D0C7C945E7

City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CONCRETE REPAIR MAINTENANCE
CITY OF CHANDLER AGREEMENT NO. PW0-745-4122

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and The Fishel Construction 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, City Council approved the award of multiple Agreements for concrete repair maintenance services (Agreement); and

WHEREAS, the term of the Agreement was January 1, 2020, through December 31,2020, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was extended January 1, 2021, through December 31,2021 and

WHEREAS, the Parties wish to add 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 add the following language to the existing section: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 2 by this reference. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $800,000.

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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. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: Michael Sanders

Civil Ops Manager

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA22-019

Date: August 26, 2021

To: Mayor and Council

Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director

From: Paul Roy, Utility Operations Manager

Subject: Agreement No. PW2-936-4357, with Capital Pump and Equipment, LLC; Foster Electric Motor Service, Inc.; Hennesy Mechanical Sales, LLC; James, Cooke & Hobson, Inc.; Keller Electrical Industries, LLC; KP Ventures Well Drilling & Pump Co, LLC; Layne Christensen Company; Phoenix Pumps, Inc.; Pumpman Phoenix/Scott's AZ Electric Motor Repair; Southwest Waterworks Contractors PM, LLC, dba Pumpman Waterworks; TW Associates, Inc.; and Weber Water Resources, LLC, for Water and Wastewater Equipment Maintenance and Repair Services

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Proposed Motion:

Move City Council approve Agreement No. PW2-936-4357, with Capital Pump and Equipment, LLC; Foster Electric Motor Service, Inc.; Hennesy Mechanical Sales, LLC; James, Cooke & Hobson, Inc.; Keller Electrical Industries, LLC; KP Ventures Well Drilling & Pump Co, LLC; Layne Christensen Company; Phoenix Pumps, Inc.; Pumpman Phoenix/Scott's AZ Electric Motor Repair; Southwest Waterworks Contractors PM, LLC, dba Pumpman Waterworks; TW Associates, Inc.; and Weber Water Resources, LLC, for water and wastewater equipment maintenance and repair services, in a combined amount not to exceed $6,640,000, for a two-year period, September 1, 2021, through August 31, 2023, with the option of up to two additional two-year extensions.

Background/Discussion:

The Water and Wastewater divisions of the Public Works & Utilities Department require an ongoing contract for repair and maintenance of pumps and pumping equipment. The equipment serviced includes pump systems at various water and wastewater facilities throughout the City. In addition, this agreement includes replacement and maintenance of pumps, electric motors, and related equipment used in the Parks Development and Operations, Recreation, and Buildings and Facilities divisions.

Evaluation:

On June 4,2021, City staff issued a Request for Proposal for water and wastewater equipment maintenance and repair services. Notification was sent to all registered vendors. Twelve responses were received from the following offerors:

1. Capital Pump and Equipment, LLC
2. Foster Electric Motor Service, Inc.
3. Hennesy Mechanical Sales, LLC
7. Layne Christensen Company
8. Phoenix Pumps, Inc.
9. Pumpman Phoenix/Scott's AZ Electric Motor Repair

4. James, Cooke & Hobson, Inc.
5. Keller Electrical Industries, LLC
6. KP Ventures Well Drilling & Pump Co, LLC
10. Southwest Waterworks Contractors PM, LLC dba Pumpman Waterworks
11. TW Associates, Inc.
12. Weber Water Resources, LLC

The Evaluation Committee evaluated the proposals and recommends award to Capital Pump and Equipment, LLC; Foster Electric Motor Service, Inc.; Hennesy Mechanical Sales, LLC; James, Cooke & Hobson, Inc.; Keller Electrical Industries, LLC; KP Ventures Well Drilling & Pump Co, LLC; Layne Christensen Company; Phoenix Pumps, Inc.; Pumpman Phoenix/Scott's AZ Electric Motor Repair; Southwest Waterworks Contractors PM, LLC, dba Pumpman Waterworks; TW Associates, Inc.; and Weber Water Resources, LLC, which submitted the most advantageous offers to the City in accordance with the evaluation criteria. The term of this agreement is September 1, 2021, through August 31, 2023, with the option of up to two (2) additional two-year extensions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.5219.0.0	General Fund	Other Professional Services	$100,000	N
101.4520.5419.0.0	General Fund	Other Equipment R&M	$60,000	N
101.3200.5316.0.0	General Fund	Equipment R&M	$80,000	N
401.4580.6611.6PR530	General Government Capital Projects	Comm Park Imprv/Repairs	$80,000	Y
605.3860.6713.0.0	Water Operating	Wells/Pumps	$2,500,000	N
616.3930.5219.0.0	WW Industrial Treatment	Other Professional Services	$800,000	N
612.3960.5316.0.0	Reclaimed Water Operating	Machinery/Equipment	$300,000	N
615.3960.5316.0.0	Wastewater Operating	Machinery/Equipment	$1,200,000	N
615.3900.5219.0.0	Wastewater Operating	Other Professional Services	$400,000	N
615.3970.5219.0.0	Wastewater Operating	Other Professional Services	$650,000	N
615.3940.5219.0.0	Wastewater Operating	Other Professional Services	$250,000	N
612.3970.5219.0.0	Reclaimed Water Operating	Other Professional Services	$220,000	N

Attachments

Agreement - Capital Pump
Agreement - Foster Electric
Agreement - Hennesy
Agreement - James, Cooke & Hobson
Agreement - Keller
Agreement - KP Ventures
Agreement - Layne

Agreement - Phoenix Pumps
Agreement - Pumpman Phoenix
Agreement - Pumpman Waterworks
Agreement - TW Associates
Agreement - Weber

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Capital Pump and Equipment, LLC, an Arizona Limited Liability Company, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ , 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into eleven related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all eleven traffic signal equipment agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor

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City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is **two years**, and begins on **September 1, 2021** and ends on **August 31, 2023** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such

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termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to

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performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Raquel McMahon	Name: Josh Swinney
Title: Procurement Officer	Title: Grace Colbert
Address: 175 S. Arizona Avenue	Address: 4050 W. Saturn Way
Chandler, AZ 85225	Chandler, AZ 85226
Phone: 480.782.2400	Phone: 480-626-5257
Email: raquel.mcmahon@chandleraz.gov	Email: gcolbert@cpepumps.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Josh Swinney
Branch Manager

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work,

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which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

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EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES		
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below

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	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	$115	Hourly Rate
1.2	Electrician - Shop	$75	Hourly Rate
1.3	Laborer - Field	$65	Hourly Rate
1.4	Laborer - Shop	$65	Hourly Rate
1.5	Machinist - Field	$75	Hourly Rate
1.6	Machinist - Shop	$90	Hourly Rate
1.7	Mechanic - Field	$75	Hourly Rate
1.8	Mechanic - Shop	$85	Hourly Rate
1.9	Welder - Field	$75	Hourly Rate
1.1	Welder - Shop	$110	Hourly Rate
1.11	Operator - Field	$85	Hourly Rate
1.12	Supervisor - Field	$85	Hourly Rate
1.13	Technician - Field	$90	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	1.5	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	NA	Cost Per Well

	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	NA	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	NA	Hourly Rate
2.3	Dump Truck	NA	Hourly Rate
2.4	Pickup Truck	$95	Hourly Rate
2.5	Crane Truck	$115	Hourly Rate
2.6	Pump Service Truck	$115	Hourly Rate
2.7	Water Truck w/ 1 Man	NA	Hourly Rate
2.8	Tractor Trailer & Driver	$115	Hourly Rate
2.9	Portable Steam Cleaner	NA	Hourly Rate
2.1	Portable Welding Machine	$95	Hourly Rate
2.11	Concrete Pump	NA	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	NA	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	NA	Hourly Rate
2.2-3	Pump Rig, 30 - 49 ton & Larger with Walking Beam	NA	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	NA	Hourly Rate

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2.2-5	Pump Rig, 50 ton & larger with Walking Beam	NA	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	NA	Hourly Rate
2.2-7	Backhoe	NA	Hourly Rate
2.2-8	Skip Loader	NA	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	NA	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	NA	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	NA	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	NA	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	NA	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	NA	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	NA	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	NA	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	NA	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	NA	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	NA	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	NA	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	NA	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	NA	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	NA	Hourly Rate
2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	NA	Lump Sum

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2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	NA	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	NA	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	NA	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	NA	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	NA	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	NA	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1	Complete list attached		Hourly Rate
2.4-2		NA	Hourly Rate
2.4-3		NA	Hourly Rate
2.4-4		NA	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate
2.4-9		NA	Hourly Rate

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2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	20%	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	20%	
3.3	Subcontractor Markup	20%	
3.4	Rental Equipment Markup	20%	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NA	%
4.2	Kaeser Co-Pak Pluss	NA	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	NA	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps	NA	%
4.9	Grundfos Pumps	NA	%
4.10	Simflo Pumps	Simflo Price Book 2021, 25%	%
4.1	Goulds Pumps	Goulds Price Book 2021, 10%	%
4.12	Fairbanks Morse Pumps	NA	%
4.13	Gorman Rupp	NA	%
4.14	Wemco	NA	%

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4.15	Peerless	NA	%
4.16	Paco Pumps	NA	%
4.17	Flowserve Pumps	NA	%
4.18	Vanton Pump	NA	%
	MOTORS		
4.19	G.E.	GE Price Book 2021, 25%	%
4.20	U.S.	US Motors Price Book 2021, 25%	%
4.21	Baldor	Baldor/ABB Price Book 2021, 25%	%
4.22	Toshiba	Toshiba Price Book 2021, 25%	%
4.23	TECO/Westinghouse	Westinghouse Price Book 2021, 25%	%
4.24	WEG	Weg Price Book 2021, 25%	%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	NA	%
4.29	Prominent	NA	%
4.30	Alldos	NA	%
4.31	Seepex	NA	%
4.32	Moyno	NA	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	NA	%
4.36	Pulsefeeders	NA	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	NA	%
4.38	Vapex	NA	%
	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%
	VALVES & ACTUATORS		

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4.40	Cla-Val	NA	%
4.41	DeZurick Valves	NA	%
4.42	Watts	NA	%
4.43	Keystone	NA	%
4.44	Techno	NA	%
4.45	Vaimen	NA	%
4.46	Baski	NA	%
4.47	Indelac actuators	NA	%
4.48	Koei actuators	NA	%
4.49	Auma	NA	%
4.50	Rotork	NA	%
4.51	EIM	NA	%
	MIXERS		
4.52	Philidelphia Mixers	NA	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	NA	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	NA	%
4.56	Modicon/Schneider Electric PLC	NA	%
	Applicable Tax Rate	7,8%	%

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Additional OEM Parts with discount

OEM Manufacturer Name	Type of Product	Catalog Date and Title	% Discount From List Price
Deming	Pump/parts	Price Book 2021	25%
Burks	Pump/parts	Price Book 2021	25%
Barnes	Pump/parts	Price Book 2021	25%
Prosser	Pump/parts	Price Book 2021	25%
Crown	Pump/parts	Price Book 2021	25%
Vaughan	Submersible Pump/parts	Price Book 2021	0%
Wilo	Mixers/pumps/parts	Price Book 2021	0%
Pioneer	Pumps/parts	Price Book 2021	10%
Albin	Hose pumps/parts	Price Book 2021	0%
Boerger	Lobe pumps/parts	Price Book 2021	0%
Graco	Diaphragm pumps/parts	Price Book 2021	0%
Taco	Split Case pumps/parts	Price Book 2021	0%
Teikoku	Chemical pumps	Price Book 2021	0%
Tuthill	Gear pumps	Price Book 2021	0%
Stancor	Dewatering subml	Price Book 2021	0%
Franklin Electric	Pumps/parts	Price Book 2021	15%
Little Giant	Pumps/parts	Price Book 2021	15%
John Crane Seals	Mechanical Seals	Price Book 2021	10%

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EXHIBIT B - PRICING (Equipment Rental)

Item No.	Description	Unit	Daily Rate	Weekly Rate	4-Week Rate
	Water Pumps (Rental)				
1	4" Portable Pump, Critically Silent	Each	$ 180.00	$ 540.00	$ 1,620.00
2	6" Portable Pump, Critically Silent	Each	$ 210.00	$ 630.00	$ 1,890.00
3	8" Portable Pump, Critically Silent	Each	$ 270.00	$ 810.00	$ 2,430.00
4	4" Submersible Pump with Compatible Generator	Each	$ 191.66	$ 575.00	$ 1,725.00
5	6" Submersible Pump with Compatible Generator	Each	$ 191.66	$ 575.00	$ 1,725.00
		Total	$ 1,043.32	$ 3,130.00	$ 9,390.00

Item No.	Description	Unit	Daily Rate	Weekly Rate	4-Week Rate
6	**Pipes, hose, fittings, etc. (Rental)**				
7	4" Discharge pipe/hose, hardware, fittings, etc.	Linear Foot	$ 0.05	$ 0.16	$ 0.48
8	6" Discharge pipe/hose, hardware, fittings, etc.	Linear Foot	$ 0.09	$ 0.25	$ 0.76
9	8" Discharge pipe/hose, hardware, fittings, etc.	Linear Foot	$ 0.16	$ 0.49	$ 1.47
10	4" Intake pipe/hose, hardware, fittings, etc.	Linear Foot	$ 0.61	$ 1.83	$ 5.49
11	6" Intake pipe/hose, hardware, fittings, etc.	Linear Foot	$ 1.14	$ 3.43	$ 10.30
12	8" Intake pipe/hose, hardware, fittings, etc.	Linear Foot	$ 1.52	$ 4.51	$ 13.73
13	Water Bridge	Linear Foot	$ 3.21	$ 9.65	$ 28.95
		Total	$ 6.78	$ 20.32	$ 61.18

Item No.	Description	Unit			
	Personnel				
14	Field Crew - one (1) supervisor and two (2) workers	Hourly	$ 150.00		

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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

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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. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.
   1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
   2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will

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be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue...): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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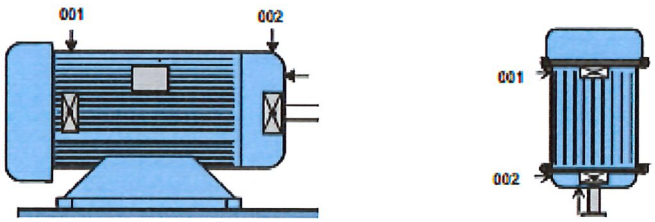
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F°) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F°) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform 'g's and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*



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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

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City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Foster Electric Motor Service, Inc., an Arizona S-Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ , 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into eleven related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all eleven traffic signal equipment agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor

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City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is one year, and begins on September 1, 2020 and ends on August 31, 2021 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such

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termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to

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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: Raquel McMahon
Title: Procurement Officer
Address: 175 S. Arizona Avenue
Chandler, AZ 85225
Phone: 480.782.2400
Email: raquel.mcmahon@chandleraz.gov

For the Contractor

Name: Jill Horine
Title: CEO
Address: 490 E. Frye Rd.
Chandler, AZ 85225
Phone: 480-963-5416
Email: amanda@fe-azp.com/jill@fe-azp.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: Jill Horine
CEO

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and

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make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES		
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below

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	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	$55	Hourly Rate
1.2	Electrician - Shop	$50	Hourly Rate
1.3	Laborer - Field	$55	Hourly Rate
1.4	Laborer - Shop	$50	Hourly Rate
1.5	Machinist - Field	$55	Hourly Rate
1.6	Machinist - Shop	$50	Hourly Rate
1.7	Mechanic - Field	$55	Hourly Rate
1.8	Mechanic - Shop	$50	Hourly Rate
1.9	Welder - Field	$55	Hourly Rate
1.1	Welder - Shop	$50	Hourly Rate
1.11	Operator - Field	$55	Hourly Rate
1.12	Supervisor - Field	$55	Hourly Rate
1.13	Technician - Field	$55	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	0	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	NA	Cost Per Well

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	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	NA	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	NA	Hourly Rate
2.3	Dump Truck	NA	Hourly Rate
2.4	Pickup Truck	NA	Hourly Rate
2.5	Crane Truck	$75	Hourly Rate
2.6	Pump Service Truck	NA	Hourly Rate
2.7	Water Truck w/ 1 Man	NA	Hourly Rate
2.8	Tractor Trailer & Driver	NA	Hourly Rate
2.9	Portable Steam Cleaner	NA	Hourly Rate
2.1	Portable Welding Machine	NA	Hourly Rate
2.11	Concrete Pump	NA	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	NA	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	NA	Hourly Rate
2.2-3	Pump Rig, 30 - 49 ton & Larger with Walking Beam	NA	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	NA	Hourly Rate

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2.2-5	Pump Rig, 50 ton & larger with Walking Beam	NA	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	NA	Hourly Rate
2.2-7	Backhoe	NA	Hourly Rate
2.2-8	Skip Loader	NA	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	NA	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	NA	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	NA	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	NA	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	NA	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	NA	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	NA	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	NA	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	NA	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	NA	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	NA	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	NA	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	NA	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	NA	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	NA	Hourly Rate
2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	NA	Lump Sum

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2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	NA	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	NA	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	NA	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	NA	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	NA	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	NA	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1		$75	Hourly Rate
2.4-2		$75	Hourly Rate
2.4-3		$75	Hourly Rate
2.4-4		$75	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate
2.4-9		NA	Hourly Rate

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2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	13.5%	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	10%	
3.3	Subcontractor Markup	10%	
3.4	Rental Equipment Markup	10%	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NA	%
4.2	Kaeser Co-Pak Pluss	NA	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	NA	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps	NA	%
4.9	Grundfos Pumps	NA	%
4.10	Simflo Pumps	NA	%
4.1	Goulds Pumps	NA	%
4.12	Fairbanks Morse Pumps	NA	%
4.13	Gorman Rupp	NA	%
4.14	Wemco	NA	%

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4.15	Peerless	NA	%
4.16	Paco Pumps	NA	%
4.17	Flowserve Pumps	NA	%
4.18	Vanton Pump	NA	%
	MOTORS		
4.19	G.E.	NA	%
4.20	U.S.	NA	%
4.21	Baldor	2016	%
4.22	Toshiba	NA	%
4.23	TECO/Westinghouse	NA	%
4.24	WEG	NA	%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	NA	%
4.29	Prominent	NA	%
4.30	Alldos	NA	%
4.31	Seepex	NA	%
4.32	Moyno	NA	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	NA	%
4.36	Pulsefeeders	5%	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	NA	%
4.38	Vapex	NA	%
	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%
	VALVES & ACTUATORS		

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4.40	Cla-Val	NA	%
4.41	DeZurick Valves	NA	%
4.42	Watts	NA	%
4.43	Keystone	NA	%
4.44	Techno	NA	%
4.45	Vaimen	NA	%
4.46	Baski	NA	%
4.47	Indelac actuators	NA	%
4.48	Koei actuators	NA	%
4.49	Auma	NA	%
4.50	Rotork	NA	%
4.51	EIM	NA	%
	MIXERS		
4.52	Philidelphia Mixers	NA	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	NA	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	NA	%
4.56	Modicon/Schneider Electric PLC	NA	%
	Applicable Tax Rate	7.8%	%

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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

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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. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.
   1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
   2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will

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be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue...): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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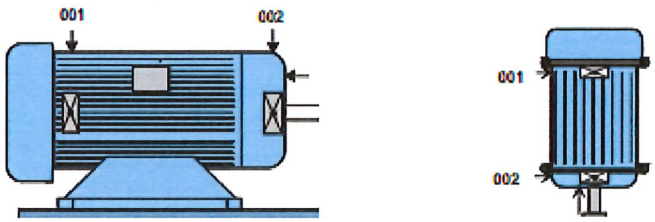
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F°) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F°) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform 'g's and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*



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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Hennesy Mechanical Sales, LLC, an Arizona Limited Liability Company, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into eleven related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all eleven traffic signal equipment agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor

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City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is **two years**, and begins on **September 1, 2021** and ends on **August 31, 2023** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such

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termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to

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performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Raquel McMahon	Name: Jefferson T. Pals
Title: Procurement Officer	Title: President
Address: 175 S. Arizona Avenue	Address: 201 S. 26th St.
Chandler, AZ 85225	Phoenix, AZ 85034
Phone: 480.782.2400	Phone: 602-966-3444
Email: raquel.mcmahon@chandleraz.gov	Email: jeff@hennesymech.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: _____

President

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work,

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which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

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EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES		
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below

	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	$75	Hourly Rate
1.2	Electrician - Shop	$50	Hourly Rate
1.3	Laborer - Field	$45	Hourly Rate
1.4	Laborer - Shop	$40	Hourly Rate
1.5	Machinist - Field	$65	Hourly Rate
1.6	Machinist - Shop	$65	Hourly Rate
1.7	Mechanic - Field	$65	Hourly Rate
1.8	Mechanic - Shop	$65	Hourly Rate
1.9	Welder - Field	$65	Hourly Rate
1.1	Welder - Shop	$65	Hourly Rate
1.11	Operator - Field	$48	Hourly Rate
1.12	Supervisor - Field	$50	Hourly Rate
1.13	Technician - Field	$65	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	1.5	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	NA	Cost Per Well

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	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	NA	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	NA	Hourly Rate
2.3	Dump Truck	NA	Hourly Rate
2.4	Pickup Truck	$55	Hourly Rate
2.5	Crane Truck	$65	Hourly Rate
2.6	Pump Service Truck	$65	Hourly Rate
2.7	Water Truck w/ 1 Man	NA	Hourly Rate
2.8	Tractor Trailer & Driver	$60	Hourly Rate
2.9	Portable Steam Cleaner	$30	Hourly Rate
2.1	Portable Welding Machine	$38	Hourly Rate
2.11	Concrete Pump	NA	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	NA	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	NA	Hourly Rate
2.2-3	Pump Rig, 30 - 49 ton & Larger with Walking Beam	NA	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	NA	Hourly Rate

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2.2-5	Pump Rig, 50 ton & larger with Walking Beam	NA	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	NA	Hourly Rate
2.2-7	Backhoe	NA	Hourly Rate
2.2-8	Skip Loader	NA	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	NA	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	NA	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	NA	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	NA	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	NA	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	NA	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	NA	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	NA	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	NA	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	NA	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	NA	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	NA	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	NA	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	NA	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	NA	Hourly Rate
2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	NA	Lump Sum

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2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	NA	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	NA	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	NA	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	NA	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	NA	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	NA	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1		NA	Hourly Rate
2.4-2		NA	Hourly Rate
2.4-3		NA	Hourly Rate
2.4-4		NA	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate
2.4-9		NA	Hourly Rate

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2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	30%	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	25%	
3.3	Subcontractor Markup	25%	
3.4	Rental Equipment Markup	20%	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NA	%
4.2	Kaeser Co-Pak Pluss	NA	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	No list pricing, cost is net plus noted divided by .65 to get 35% profit	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps	NA	%
4.9	Grundfos Pumps	NA	%
4.10	Simflo Pumps	NA	%
4.1	Goulds Pumps	NA	%
4.12	Fairbanks Morse Pumps	No list pricing, cost is net list plus noted % profit, Divide by .65 = sell, 35%	%
4.13	Gorman Rupp	NET	%

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4.14	Wemco	No lisgt pricing, cost is net list plus noted % profit Divide by .65= Sell. 35%	%
4.15	Peerless	NA	%
4.16	Paco Pumps	NA	%
4.17	Flowserve Pumps	NA	%
4.18	Vanton Pump	NA	%
	MOTORS		
4.19	G.E.	NA	%
4.20	U.S.	NA	%
4.21	Baldor	NA	%
4.22	Toshiba	NA	%
4.23	TECO/Westinghouse	NA	%
4.24	WEG	NA	%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	NA	%
4.29	Prominent	NA	%
4.30	Alldos	NA	%
4.31	Seepex	NA	%
4.32	Moyno	No list pricing cost is net list plus noted % profit. Divide by .65 = sell. 35%	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	No list pricing cost is net list plus noted % profit. Divide by .65 = sell. 35%	%
4.36	Pulsefeeders	NA	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	NA	%
4.38	Vapex	NA	%

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	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%
	VALVES & ACTUATORS		
4.40	Cla-Val	NA	%
4.41	DeZurick Valves	NA	%
4.42	Watts	NA	%
4.43	Keystone	Na	%
4.44	Techno	NA	%
4.45	Vaimen	NA	%
4.46	Baski	NA	%
4.47	Indelac actuators	NA	%
4.48	Koei actuators	NA	%
4.49	Auma	NA	%
4.50	Rotork	NA	%
4.51	EIM	NA	%
	MIXERS		
4.52	Philidelphia Mixers	List price PLUS 25%. Use list X .75 = Sell. 25%	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	List price PLUS 25%. Use list X .75 = Sell. 25%	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	NA	%
4.56	Modicon/Schneider Electric PLC	NA	%
	Applicable Tax Rate	8.6%	%

Chlor-Tech, Bayoxide E33, ENCOR Pumps, Tetra Filters: No list pricing, cost is net list plus noted % prom. Divide x .65 = sell. 35% and same divider would apply.

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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

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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. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will

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be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue...): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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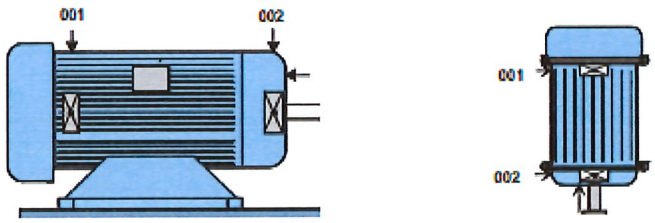
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F°) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F°) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform 'g's and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*



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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

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City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and James, Cooke & Hobson, Inc., a Texas Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made 7/26 , 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into eleven related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all eleven traffic signal equipment agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor

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City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is one year, and begins on September 1, 2020 and ends on August 31, 2021 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such

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termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to

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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: Raquel McMahon
Title: Procurement Officer
Address: 175 S. Arizona Avenue
Chandler, AZ 85225
Phone: 480.782.2400
Email: raquel.mcmahon@chandleraz.gov

For the Contractor

Name: Jim Feickert
Title: Inside Sales
Address: 3501 E. Broadway Rd.
Phoenix, AZ 85040
Phone: 602-243-0585
Email: jwf@jchinc.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Jim Feickert

Its: Salesman

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work,

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which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES		
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below

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	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	$125.00	Hourly Rate
1.2	Electrician - Shop	$85.00	Hourly Rate
1.3	Laborer - Field	$65.00	Hourly Rate
1.4	Laborer - Shop	$65.00	Hourly Rate
1.5	Machinist - Field	$150.00	Hourly Rate
1.6	Machinist - Shop	$110.00	Hourly Rate
1.7	Mechanic - Field	$115.00	Hourly Rate
1.8	Mechanic - Shop	$85.00	Hourly Rate
1.9	Welder - Field	$115.00	Hourly Rate
1.1	Welder - Shop	$85.00	Hourly Rate
1.11	Operator - Field	NA	Hourly Rate
1.12	Supervisor - Field	NA	Hourly Rate
1.13	Technician - Field	$125.00	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	1.6	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	NA	Cost Per Well

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	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	NA	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	NA	Hourly Rate
2.3	Dump Truck	NA	Hourly Rate
2.4	Pickup Truck	$75.00	Hourly Rate
2.5	Crane Truck	$125.00	Hourly Rate
2.6	Pump Service Truck	$115.00	Hourly Rate
2.7	Water Truck w/ 1 Man	NA	Hourly Rate
2.8	Tractor Trailer & Driver	NA	Hourly Rate
2.9	Portable Steam Cleaner	NA	Hourly Rate
2.1	Portable Welding Machine	NA	Hourly Rate
2.11	Concrete Pump	NA	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	NA	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	NA	Hourly Rate
2.2-3	Pump Rig, 30 - 49 ton & Larger with Walking Beam	NA	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	NA	Hourly Rate

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2.2-5	Pump Rig, 50 ton & larger with Walking Beam	NA	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	NA	Hourly Rate
2.2-7	Backhoe	NA	Hourly Rate
2.2-8	Skip Loader	NA	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	NA	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	NA	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	NA	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	NA	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	NA	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	NA	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	NA	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	NA	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	NA	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	NA	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	NA	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	NA	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	NA	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	NA	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	NA	Hourly Rate
2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	NA	Lump Sum

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2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	NA	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	NA	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	NA	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	NA	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	NA	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	NA	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1		NA	Hourly Rate
2.4-2		NA	Hourly Rate
2.4-3		NA	Hourly Rate
2.4-4		NA	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate
2.4-9		NA	Hourly Rate

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2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	NA	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	NA	
3.3	Subcontractor Markup	NA	
3.4	Rental Equipment Markup	NA	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NET	%
4.2	Kaeser Co-Pak Pluss	NET	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	NA	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps	5%	%
4.9	Grundfos Pumps	NA	%
4.10	Simflo Pumps	NA	%
4.1	Goulds Pumps	NA	%
4.12	Fairbanks Morse Pumps	NA	%
4.13	Gorman Rupp	NET	%
4.14	Wemco	NA	%

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4.15	Peerless	NA	%
4.16	Paco Pumps	NA	%
4.17	Flowserve Pumps	NA	%
4.18	Vanton Pump	NA	%
	MOTORS		
4.19	G.E.	NA	%
4.20	U.S.	NA	%
4.21	Baldor	NA	%
4.22	Toshiba	NA	%
4.23	TECO/Westinghouse	NA	%
4.24	WEG	NA	%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	NA	%
4.29	Prominent	NA	%
4.30	Alldos	NA	%
4.31	Seepex	NA	%
4.32	Moyno	NA	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	NA	%
4.36	Pulsefeeders	5%	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	NA	%
4.38	Vapex	NA	%
	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%
	VALVES & ACTUATORS		

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4.40	Cla-Val	NA	%
4.41	DeZurick Valves	NA	%
4.42	Watts	NA	%
4.43	Keystone	NA	%
4.44	Techno	NA	%
4.45	Vaimen	NA	%
4.46	Baski	NA	%
4.47	Indelac actuators	NA	%
4.48	Koei actuators	NA	%
4.49	Auma	NA	%
4.50	Rotork	NA	%
4.51	EIM	NA	%
	MIXERS		
4.52	Philidelphia Mixers	NA	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	NA	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	NA	%
4.56	Modicon/Schneider Electric PLC	NA	%
	Applicable Tax Rate	8.60%	%

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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

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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. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will

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be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue...): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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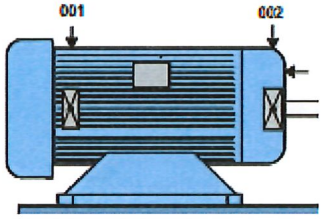
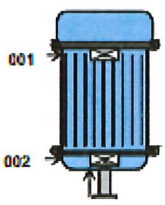
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F°) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F°) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform 'g's and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*





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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

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City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Keller Electrical Industries, LLC, an Arizona Limited Liability Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made_____ , 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into eleven related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all eleven traffic signal equipment agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor

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City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is one year, and begins on September 1, 2020 and ends on August 31, 2021 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

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5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together

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with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance

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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: Raquel McMahon
Title: Procurement Officer
Address: 175 S. Arizona Avenue
Chandler, AZ 85225
Phone: 480.782.2400
Email: raquel.mcmahon@chandleraz.gov

For the Contractor

Name: Dwight Groth
Title: Vice President-Sales
Address: 1881 E. University Drive
Phoenix, AZ 85034
Phone: 602-437-3015
Email: sales@kellerelectrical.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such 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.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the

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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,

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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

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provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted

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by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Dwight Groth

V.P. Sales

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and

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make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES		
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below

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	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	$85	Hourly Rate
1.2	Electrician - Shop	$65	Hourly Rate
1.3	Laborer - Field	$45	Hourly Rate
1.4	Laborer - Shop	$35	Hourly Rate
1.5	Machinist - Field	$85	Hourly Rate
1.6	Machinist - Shop	$65	Hourly Rate
1.7	Mechanic - Field	$85	Hourly Rate
1.8	Mechanic - Shop	$65	Hourly Rate
1.9	Welder - Field	$75	Hourly Rate
1.1	Welder - Shop	$65	Hourly Rate
1.11	Operator - Field	$145	Hourly Rate
1.12	Supervisor - Field	$105	Hourly Rate
1.13	Technician - Field	$95	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	1.5	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	NA	Cost Per Well

	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	$50	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	$200	Hourly Rate
2.3	Dump Truck	NA	Hourly Rate
2.4	Pickup Truck	NA	Hourly Rate
2.5	Crane Truck	$145	Hourly Rate
2.6	Pump Service Truck	NA	Hourly Rate
2.7	Water Truck w/ 1 Man	NA	Hourly Rate
2.8	Tractor Trailer & Driver	NA	Hourly Rate
2.9	Portable Steam Cleaner	NA	Hourly Rate
2.1	Portable Welding Machine	$50	Hourly Rate
2.11	Concrete Pump	NA	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	NA	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	NA	Hourly Rate
2.2-3	Pump Rig, 30 - 49 ton & Larger with Walking Beam	NA	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	NA	Hourly Rate

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2.2-5	Pump Rig, 50 ton & larger with Walking Beam	NA	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	NA	Hourly Rate
2.2-7	Backhoe	NA	Hourly Rate
2.2-8	Skip Loader	NA	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	NA	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	NA	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	NA	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	NA	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	NA	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	NA	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	NA	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	NA	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	NA	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	NA	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	NA	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	NA	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	NA	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	NA	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	NA	Hourly Rate
2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	NA	Lump Sum

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2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	NA	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	NA	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	NA	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	NA	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	NA	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	NA	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1	Vibration Analyzer	$95	Hourly Rate
2.4-2	Alignment Equipment	$150	Per Day
2.4-3		NA	Hourly Rate
2.4-4		NA	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate
2.4-9		NA	Hourly Rate

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2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	14%	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	14%	
3.3	Subcontractor Markup	12%	
3.4	Rental Equipment Markup	12%	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NA	%
4.2	Kaeser Co-Pak Pluss	NA	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	NA	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps	NA	%
4.9	Grundfos Pumps	NA	%
4.10	Simflo Pumps	NA	%
4.1	Goulds Pumps	NA	%
4.12	Fairbanks Morse Pumps	NA	%
4.13	Gorman Rupp	NA	%
4.14	Wemco	NA	%

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4.15	Peerless	NA	%
4.16	Paco Pumps	NA	%
4.17	Flowserve Pumps	NA	%
4.18	Vanton Pump	NA	%
	MOTORS		
4.19	G.E.	30%	%
4.20	U.S.	50%	%
4.21	Baldor	30%	%
4.22	Toshiba	56%	%
4.23	TECO/Westinghouse	60%	%
4.24	WEG	50%	%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	NA	%
4.29	Prominent	NA	%
4.30	Alldos	NA	%
4.31	Seepex	NA	%
4.32	Moyno	NA	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	NA	%
4.36	Pulsefeeders	5%	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	NA	%
4.38	Vapex	NA	%
	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%
	VALVES & ACTUATORS		

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4.40	Cla-Val	NA	%
4.41	DeZurick Valves	NA	%
4.42	Watts	NA	%
4.43	Keystone	NA	%
4.44	Techno	NA	%
4.45	Vaimen	NA	%
4.46	Baski	NA	%
4.47	Indelac actuators	NA	%
4.48	Koei actuators	NA	%
4.49	Auma	NA	%
4.50	Rotork	NA	%
4.51	EIM	10%	%
	MIXERS		
4.52	Philidelphia Mixers	NA	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	NA	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	NA	%
4.56	Modicon/Schneider Electric PLC	NA	%
	Applicable Tax Rate	Work done in Chandler: 7.8% All other Phoenix Rate 8.6%	%

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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

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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. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will

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be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue...): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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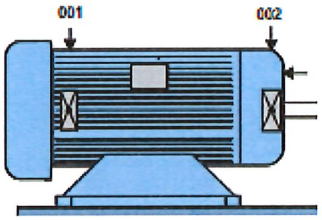
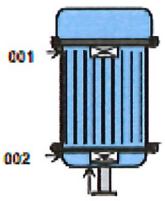
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F°) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F°) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform 'g's and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*





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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and KP Ventures Well Drilling & Pump Co, LLC., an Arizona Limited Liability Company and S-Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ , 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into eleven related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all eleven traffic signal equipment agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor

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City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is **two years**, and begins on **September 1, 2021** and ends on **August 31, 2023** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such

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termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to

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performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Raquel McMahon	Name: Tyler Johnson
Title: Procurement Officer	Title: President
Address: 175 S. Arizona Avenue	Address: 5120 W. Bethany Home Rd.
Chandler, AZ 85225	Glendale, AZ 85301
Phone: 480.782.2400	Phone: 928-639-1709
Email: raquel.mcmahon@chandleraz.gov	Email: tylerj@kpvent.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Tyler Johnson

President

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work,

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which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

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EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES		
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below

	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	$125	Hourly Rate
1.2	Electrician - Shop	$120	Hourly Rate
1.3	Laborer - Field	$100	Hourly Rate
1.4	Laborer - Shop	$100	Hourly Rate
1.5	Machinist - Field	$130	Hourly Rate
1.6	Machinist - Shop	$125	Hourly Rate
1.7	Mechanic - Field	$125	Hourly Rate
1.8	Mechanic - Shop	$120	Hourly Rate
1.9	Welder - Field	$125	Hourly Rate
1.1	Welder - Shop	$120	Hourly Rate
1.11	Operator - Field	$130	Hourly Rate
1.12	Supervisor - Field	$150	Hourly Rate
1.13	Technician - Field	$130	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	1.5	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	$950	Cost Per Well

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	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	$400	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	$450	Hourly Rate
2.3	Dump Truck	$150	Hourly Rate
2.4	Pickup Truck	$110	Hourly Rate
2.5	Crane Truck	$250	Hourly Rate
2.6	Pump Service Truck	$110	Hourly Rate
2.7	Water Truck w/ 1 Man	$150	Hourly Rate
2.8	Tractor Trailer & Driver	$150	Hourly Rate
2.9	Portable Steam Cleaner	$50	Hourly Rate
2.1	Portable Welding Machine	$50	Hourly Rate
2.11	Concrete Pump	$80	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	$150	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	$300	Hourly Rate
2.2-3	Pump Rig, 30 - 49 ton & Larger with Walking Beam	$300	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	$300	Hourly Rate

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2.2-5	Pump Rig, 50 ton & larger with Walking Beam	$300	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	$300	Hourly Rate
2.2-7	Backhoe	$125	Hourly Rate
2.2-8	Skip Loader	$125	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	$300	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	$1500	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	$300	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	$1500	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	$300	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	$1500	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	$150	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	$3000	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	$200	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	$6000	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	$300	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	$8000	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	$300	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	$8000	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	$150	Hourly Rate
2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	$600	Lump Sum

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2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	$200	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	$600	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	$300	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	$2000	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	$300	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	$2000	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1		NA	Hourly Rate
2.4-2		NA	Hourly Rate
2.4-3		NA	Hourly Rate
2.4-4		NA	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate
2.4-9		NA	Hourly Rate

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2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	20%	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	20%	
3.3	Subcontractor Markup	10%	
3.4	Rental Equipment Markup	10%	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NA	%
4.2	Kaeser Co-Pak Pluss	NA	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	NA	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps		%
4.9	Grundfos Pumps	NA	%
4.10	Simflo Pumps	NA	%
4.1	Goulds Pumps	NA	%
4.12	Fairbanks Morse Pumps	NA	%
4.13	Gorman Rupp	NA	%
4.14	Wemco	NA	%

4.15	Peerless	NA	%
4.16	Paco Pumps	NA	%
4.17	Flowserve Pumps	NA	%
4.18	Vanton Pump	NA	%
	MOTORS		
4.19	G.E.	NA	%
4.20	U.S.	NA	%
4.21	Baldor	NA	%
4.22	Toshiba	NA	%
4.23	TECO/Westinghouse	NA	%
4.24	WEG	NA	%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	NA	%
4.29	Prominent	NA	%
4.30	Alldos	NA	%
4.31	Seepex	NA	%
4.32	Moyno	NA	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	NA	%
4.36	Pulsefeeders	NA	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	NA	%
4.38	Vapex	NA	%
	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%
	VALVES & ACTUATORS		

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4.40	Cla-Val	NA	%
4.41	DeZurick Valves	NA	%
4.42	Watts	NA	%
4.43	Keystone	NA	%
4.44	Techno	NA	%
4.45	Vaimen	NA	%
4.46	Baski	NA	%
4.47	Indelac actuators	NA	%
4.48	Koei actuators	NA	%
4.49	Auma	NA	%
4.50	Rotork	NA	%
4.51	EIM	NA	%
	MIXERS		
4.52	Philidelphia Mixers	NA	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	NA	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	NA	%
4.56	Modicon/Schneider Electric PLC	NA	%
	Applicable Tax Rate	7.8%	%

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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

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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. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will

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be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue...): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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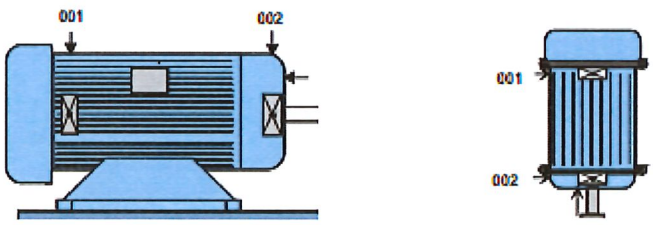
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F°) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F°) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform 'g's and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*



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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Layne Christensen Company, a Delaware Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ _____ , 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into eleven related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all eleven traffic signal equipment agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor

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City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is **two years**, and begins on **September 1, 2021** and ends on **August 31, 2023** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such

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termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to

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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: Raquel McMahon
Title: Procurement Officer
Address: 175 S. Arizona Avenue
Chandler, AZ 85225
Phone: 480.782.2400
Email: raquel.mcmahon@chandleraz.gov

For the Contractor

Name: James Hausladen
Title: Area Manager
Address: 12030 E. Riggs Rd.
Chandler, AZ 85249
Phone: 480-895-9404
Email: paul.mcalpine@gcinc.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: _____
Account Manager

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work,

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which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES		
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below

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	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	$95	Hourly Rate
1.2	Electrician - Shop	$95	Hourly Rate
1.3	Laborer - Field	$55	Hourly Rate
1.4	Laborer - Shop	$55	Hourly Rate
1.5	Machinist - Field	$75	Hourly Rate
1.6	Machinist - Shop	$95	Hourly Rate
1.7	Mechanic - Field	$55	Hourly Rate
1.8	Mechanic - Shop	$95	Hourly Rate
1.9	Welder - Field	$75	Hourly Rate
1.1	Welder - Shop	$95	Hourly Rate
1.11	Operator - Field	$75	Hourly Rate
1.12	Supervisor - Field	$75	Hourly Rate
1.13	Technician - Field	$55	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	1.2	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	$945	Cost Per Well

	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	$75	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	$85	Hourly Rate
2.3	Dump Truck	$45	Hourly Rate
2.4	Pickup Truck	$25	Hourly Rate
2.5	Crane Truck	$65	Hourly Rate
2.6	Pump Service Truck	$45	Hourly Rate
2.7	Water Truck w/ 1 Man	$110	Hourly Rate
2.8	Tractor Trailer & Driver	$125	Hourly Rate
2.9	Portable Steam Cleaner	$25	Hourly Rate
2.1	Portable Welding Machine	$35	Hourly Rate
2.11	Concrete Pump	$125	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	$55	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	$60	Hourly Rate
2.2-3	Pump Rig, 30 - 49 ton & Larger with Walking Beam	$80	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	$80	Hourly Rate

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2.2-5	Pump Rig, 50 ton & larger with Walking Beam	$100	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	$120	Hourly Rate
2.2-7	Backhoe	$65	Hourly Rate
2.2-8	Skip Loader	$65	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	NA	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	NA	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	NA	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	NA	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	NA	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	NA	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	$90	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	$1750	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	$90	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	$1840	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	$100	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	$5710	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	$95	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	$4620	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	$95	Hourly Rate
2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	$250	Lump Sum

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2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	$100	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	$250	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	$100	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	$250	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	$105	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	$250	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1		NA	Hourly Rate
2.4-2		NA	Hourly Rate
2.4-3		NA	Hourly Rate
2.4-4		NA	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate
2.4-9		NA	Hourly Rate

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2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	25%	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	25%	
3.3	Subcontractor Markup	25%	
3.4	Rental Equipment Markup	25%	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NA	%
4.2	Kaeser Co-Pak Pluss	NA	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	NA	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps	NA	%
4.9	Grundfos Pumps	45%	%
4.10	Simflo Pumps	50%	%
4.1	Goulds Pumps	44%	%
4.12	Fairbanks Morse Pumps	NA	%
4.13	Gorman Rupp	NA	%
4.14	Wemco	NA	%

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4.15	Peerless	66%	%
4.16	Paco Pumps	NA	%
4.17	Flowserve Pumps	55%	%
4.18	Vanton Pump	NA	%
	MOTORS		
4.19	G.E.	25%	%
4.20	U.S.	25%	%
4.21	Baldor	NA	%
4.22	Toshiba	NA	%
4.23	TECO/Westinghouse	NA	%
4.24	WEG	NA	%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	NA	%
4.29	Prominent	NA	%
4.30	Alldos	NA	%
4.31	Seepex	NA	%
4.32	Moyno	NA	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	NA	%
4.36	Pulsefeeders	NA	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	NA	%
4.38	Vapex	NA	%
	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%
	VALVES & ACTUATORS		

4.40	Cla-Val	NA	%
4.41	DeZurick Valves	NA	%
4.42	Watts	NA	%
4.43	Keystone	NA	%
4.44	Techno	NA	%
4.45	Vaimen	NA	%
4.46	Baski	NA	%
4.47	Indelac actuators	NA	%
4.48	Koei actuators	NA	%
4.49	Auma	NA	%
4.50	Rotork	NA	%
4.51	EIM	NA	%
	MIXERS		
4.52	Philidelphia Mixers	NA	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	NA	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	NA	%
4.56	Modicon/Schneider Electric PLC	NA	%
	Applicable Tax Rate		%

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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

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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. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will

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be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue...): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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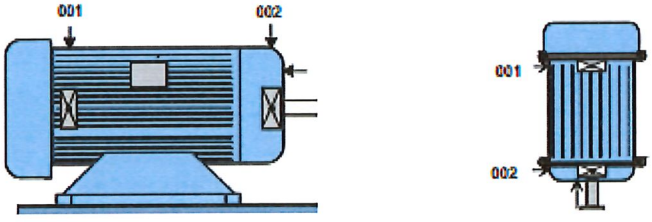
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F°) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F°) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform 'g's and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*



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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Phoenix Pumps, Inc., an Arizona Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into eleven related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all eleven traffic signal equipment agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor

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City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is **two years**, and begins on **September 1, 2021** and ends on **August 31, 2023** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such

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termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to

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performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Raquel McMahon	Name: Scott Shepherd
Title: Procurement Officer	Title: Service Center Manager
Address: 175 S. Arizona Avenue	Address: 5100 S. 36th St.
Chandler, AZ 85225	Phoenix, AZ 85040
Phone: 480.782.2400	Phone: 602-740-7335
Email: raquel.mcmahon@chandleraz.gov	Email: bmurphy@phoenixpumps.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Scott Shepherd
Service Center Manager

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work,

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which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

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EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES		
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below

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	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	$100	Hourly Rate
1.2	Electrician - Shop	$80	Hourly Rate
1.3	Laborer - Field	$40	Hourly Rate
1.4	Laborer - Shop	$40	Hourly Rate
1.5	Machinist - Field	$85	Hourly Rate
1.6	Machinist - Shop	$75	Hourly Rate
1.7	Mechanic - Field	$75	Hourly Rate
1.8	Mechanic - Shop	$75	Hourly Rate
1.9	Welder - Field	$75	Hourly Rate
1.1	Welder - Shop	$75	Hourly Rate
1.11	Operator - Field	$55	Hourly Rate
1.12	Supervisor - Field	$85	Hourly Rate
1.13	Technician - Field	$75	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	1.5	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	NA	Cost Per Well

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	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	$0	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	$50	Hourly Rate
2.3	Dump Truck	$100	Hourly Rate
2.4	Pickup Truck	$0	Hourly Rate
2.5	Crane Truck	$276	Hourly Rate
2.6	Pump Service Truck	$0	Hourly Rate
2.7	Water Truck w/ 1 Man	$110	Hourly Rate
2.8	Tractor Trailer & Driver	$104	Hourly Rate
2.9	Portable Steam Cleaner	$25	Hourly Rate
2.1	Portable Welding Machine	NA	Hourly Rate
2.11	Concrete Pump	NA	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	NA	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	NA	Hourly Rate
2.2-3	Pump Rig, 30 - 49 ton & Larger with Walking Beam	NA	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	NA	Hourly Rate

2.2-5	Pump Rig, 50 ton & larger with Walking Beam	NA	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	NA	Hourly Rate
2.2-7	Backhoe	NA	Hourly Rate
2.2-8	Skip Loader	NA	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	NA	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	NA	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	NA	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	NA	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	NA	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	NA	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	NA	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	NA	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	NA	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	NA	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	NA	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	NA	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	NA	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	NA	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	NA	Hourly Rate
2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	NA	Lump Sum

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2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	NA	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	NA	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	NA	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	NA	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	NA	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	NA	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1		NA	Hourly Rate
2.4-2		NA	Hourly Rate
2.4-3		NA	Hourly Rate
2.4-4		NA	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate
2.4-9		NA	Hourly Rate

2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	25%	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	20%	
3.3	Subcontractor Markup	20%	
3.4	Rental Equipment Markup	20%	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NA	%
4.2	Kaeser Co-Pak Pluss	NA	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	NA	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps	NA	%
4.9	Grundfos Pumps	Catalog pricing is only available online through distributors website/portal	10%
4.10	Simflo Pumps	NA	%
4.1	Goulds Pumps	Catalog pricing is only available online through distributors website/portal	25%
4.12	Fairbanks Morse Pumps	NA	%
4.13	Gorman Rupp	NA	%

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4.14	Wemco	NA	%
4.15	Peerless	NA	%
4.16	Paco Pumps	Catalog pricing is only available online through distributors website/portal	20%
4.17	Flowserve Pumps	NA	%
4.18	Vanton Pump	NA	%
	MOTORS		
4.19	G.E.	Catalog pricing is only available online through distributors website/portal	10%
4.20	U.S.	Catalog pricing is only available online through distributors website/portal	10%
4.21	Baldor	Catalog pricing is only available online through distributors website/portal	30%
4.22	Toshiba	NA	%
4.23	TECO/Westinghouse	NA	%
4.24	WEG	Catalog pricing is only available online through distributors website/portal	30%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	NA	%
4.29	Prominent	NA	%
4.30	Alldos	Catalog pricing is only available online through distributors website/portal	15%
4.31	Seepex	NA	%
4.32	Moyno	NA	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	NA	%
4.36	Pulsefeeders	5%	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	NA	%

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4.38	Vapex	NA	%
	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%
	VALVES & ACTUATORS		
4.40	Cla-Val	Catalog pricing is only available online through distributors website/portal	5%
4.41	DeZurick Valves	NA	%
4.42	Watts	NA	%
4.43	Keystone	NA	%
4.44	Techno	NA	%
4.45	Vaimen	NA	%
4.46	Baski	NA	%
4.47	Indelac actuators	NA	%
4.48	Koei actuators	NA	%
4.49	Auma	NA	%
4.50	Rotork	NA	%
4.51	EIM	NA	%
	MIXERS		
4.52	Philidelphia Mixers	NA	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	NA	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	NA	%
4.56	Modicon/Schneider Electric PLC	NA	%
	Applicable Tax Rate	8.6%	%

Additional OEM Products Provided

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Category	Product	Discount	Cataloge Date and Title
Chemical Metering			
	Grundfos/Adlos	15%	Catalog pricing is only available on-line through distributors website/portal
Pumps			
	Allis-Chalmers	5%	Catalog pricing is only available on-line through distributors website/portal
	AMT	10%	Catalog pricing is only available on-line through distributors website/portal
	F.E. Myers	20%	Catalog pricing is only available on-line through distributors website/portal
	BJM	10%	Catalog pricing is only available on-line through distributors website/portal
	Fybroc	5%	Catalog pricing is only available on-line through distributors website/portal
	Finish Thompson	5%	Catalog pricing is only available on-line through distributors website/portal
	Floway	5%	Catalog pricing is only available on-line through distributors website/portal
	Goulds G&L	25%	Catalog pricing is only available on-line through distributors website/portal
	Homa	5%	Catalog pricing is only available on-line through distributors website/portal
	Hydra-Cell	10%	Catalog pricing is only available on-line through distributors website/portal
	LobePro	2%	Catalog pricing is only available on-line through distributors website/portal
	March Pumps	10%	Catalog pricing is only available on-line through distributors website/portal
	MTH	15%	Catalog pricing is only available on-line through distributors website/portal
	Grundfos/Paco	20%	Catalog pricing is only available on-line through distributors website/portal
	Penguin	10%	Catalog pricing is only available on-line through distributors website/portal
	Price Pump	10%	Catalog pricing is only available on-line through distributors website/portal
	Sethco	10%	Catalog pricing is only available on-line through distributors website/portal
	Sulzer	15%	Catalog pricing is only available on-line through distributors website/portal
	Viking	15%	Catalog pricing is only available on-line through distributors website/portal
	Warren-Rupp	5%	Catalog pricing is only available on-line through distributors website/portal
	Wilden-PSG	10%	Catalog pricing is only available on-line through distributors website/portal
	ITT-Goulds Pumps	10%	Catalog pricing is only available on-line through distributors website/portal
	Liquiflo	10%	Catalog pricing is only available on-line through distributors website/portal
	Liberty Process	10%	Catalog pricing is only available on-line through distributors website/portal
	Verderflex	5%	Catalog pricing is only available on-line through distributors website/portal
	Neptune-PSG	5%	Catalog pricing is only available on-line through distributors website/portal
	Yamada	5%	Catalog pricing is only available on-line through distributors website/portal
Pulsation Dampeners			
	Blacoh	10%	Catalog pricing is only available on-line through distributors website/portal

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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

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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. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will

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be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue...): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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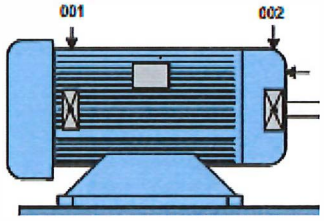
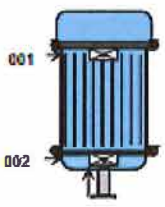
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F°) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F°) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform 'g's and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*





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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

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City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and PumpMan Phoenix/Scott's AZ Electric Motor Repair, an Arizona Limited Liability Company-P, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into eleven related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all eleven traffic signal equipment agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor

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City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is **two years**, and begins on **September 1, 2021** and ends on **August 31, 2023** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such

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termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to

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performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Raquel McMahon	Name: Michael Scott Sleeth
Title: Procurement Officer	Title: General Manager
Address: 175 S. Arizona Avenue	Address: 2824 E. Washington St.
Chandler, AZ 85225	Phoenix, AZ 85034
Phone: 480.782.2400	Phone: 480-620-2631
Email: raquel.mcmahon@chandleraz.gov	Email: scott@pumpmanphoenix.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Michael Scott Sleeth
General Manager

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work,

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which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

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EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES		
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below

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	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	$95	Hourly Rate
1.2	Electrician - Shop	$87.50	Hourly Rate
1.3	Laborer - Field	$95	Hourly Rate
1.4	Laborer - Shop	$87.50	Hourly Rate
1.5	Machinist - Field	$95	Hourly Rate
1.6	Machinist - Shop	$87.50	Hourly Rate
1.7	Mechanic - Field	$95	Hourly Rate
1.8	Mechanic - Shop	$87.50	Hourly Rate
1.9	Welder - Field	$95	Hourly Rate
1.1	Welder - Shop	$87.50	Hourly Rate
1.11	Operator - Field	$95	Hourly Rate
1.12	Supervisor - Field	$95	Hourly Rate
1.13	Technician - Field	$95	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	30% increase between hours 5pm-7am	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	NA	Cost Per Well

	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	NA	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	NA	Hourly Rate
2.3	Dump Truck	NA	Hourly Rate
2.4	Pickup Truck	$87.50	Hourly Rate
2.5	Crane Truck	$125	Hourly Rate
2.6	Pump Service Truck	NA	Hourly Rate
2.7	Water Truck w/ 1 Man	NA	Hourly Rate
2.8	Tractor Trailer & Driver	NA	Hourly Rate
2.9	Portable Steam Cleaner	NA	Hourly Rate
2.1	Portable Welding Machine	NA	Hourly Rate
2.11	Concrete Pump	NA	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	NA	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	NA	Hourly Rate
2.2-3	Pump Rig, 30 - 49 ton & Larger with Walking Beam	NA	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	NA	Hourly Rate

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2.2-5	Pump Rig, 50 ton & larger with Walking Beam	NA	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	NA	Hourly Rate
2.2-7	Backhoe	NA	Hourly Rate
2.2-8	Skip Loader	NA	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	NA	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	NA	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	NA	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	NA	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	NA	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	NA	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	NA	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	NA	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	NA	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	NA	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	NA	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	NA	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	NA	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	NA	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	NA	Hourly Rate
2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	NA	Lump Sum

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2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	NA	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	NA	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	NA	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	NA	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	NA	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	NA	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1		NA	Hourly Rate
2.4-2		NA	Hourly Rate
2.4-3		NA	Hourly Rate
2.4-4		NA	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate
2.4-9		NA	Hourly Rate

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2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	20%	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	15%	
3.3	Subcontractor Markup	15%	
3.4	Rental Equipment Markup	15%	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NA	%
4.2	Kaeser Co-Pak Pluss	NA	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	NA	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps	NA	%
4.9	Grundfos Pumps	NA	%
4.10	Simflo Pumps	NA	%
4.1	Goulds Pumps	NA	%
4.12	Fairbanks Morse Pumps	NA	%
4.13	Gorman Rupp	NET	%
4.14	Wemco	NA	%

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4.15	Peerless	NA	%
4.16	Paco Pumps	NA	%
4.17	Flowserve Pumps	NA	%
4.18	Vanton Pump	NA	%
	MOTORS		
4.19	G.E.	10%	%
4.20	U.S.	40%	%
4.21	Baldor	45%	%
4.22	Toshiba	20%	%
4.23	TECO/Westinghouse	20%	%
4.24	WEG	40%	%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	NA	%
4.29	Prominent	NA	%
4.30	Alldos	NA	%
4.31	Seepex	NA	%
4.32	Moyno	NA	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	NA	%
4.36	Pulsefeeders	NA	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	NA	%
4.38	Vapex	NA	%
	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%
	VALVES & ACTUATORS		

4.40	Cla-Val	NA	%
4.41	DeZurick Valves	NA	%
4.42	Watts	NA	%
4.43	Keystone	NA	%
4.44	Techno	NA	%
4.45	Vaimen	NA	%
4.46	Baski	NA	%
4.47	Indelac actuators	NA	%
4.48	Koei actuators	NA	%
4.49	Auma	NA	%
4.50	Rotork	NA	%
4.51	EIM	NA	%
	MIXERS		
4.52	Philidelphia Mixers	NA	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	NA	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	NA	%
4.56	Modicon/Schneider Electric PLC	NA	%
	Applicable Tax Rate	5.6%	%

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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

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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. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will

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be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue...): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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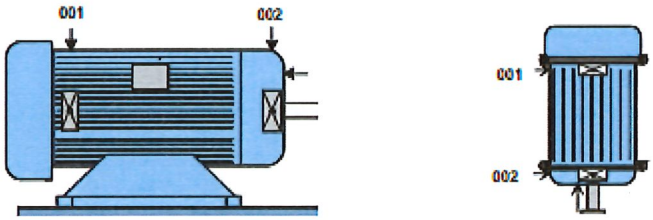
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F°) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F°) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform 'g's and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*



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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Southwest Waterworks Contractors PM, LLC dba PumpMan Waterworks, an Arizona Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ , 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into eleven related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all eleven traffic signal equipment agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor

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City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is **two years**, and begins on **September 1, 2021** and ends on **August 31, 2023** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such

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termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to

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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: Raquel McMahon
Title: Procurement Officer
Address: 175 S. Arizona Avenue
Chandler, AZ 85225
Phone: 480.782.2400
Email: raquel.mcmahon@chandleraz.gov

For the Contractor

Name: Gabe Tregaskes
Title: Project Manager-Business Development
Address: 2205 W. Grant St.
Phoenix, AZ 85009
Phone: 480-369-0456
Email: gabet@pumpmanwaterworks.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Tim Miller

Its: VP and GM of Arizona Operations

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work,

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which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

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EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES		
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below

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	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	$100	Hourly Rate
1.2	Electrician - Shop	$100	Hourly Rate
1.3	Laborer - Field	$50	Hourly Rate
1.4	Laborer - Shop	$50	Hourly Rate
1.5	Machinist - Field	$95	Hourly Rate
1.6	Machinist - Shop	$95	Hourly Rate
1.7	Mechanic - Field	$95	Hourly Rate
1.8	Mechanic - Shop	$95	Hourly Rate
1.9	Welder - Field	$95	Hourly Rate
1.1	Welder - Shop	$95	Hourly Rate
1.11	Operator - Field	$95	Hourly Rate
1.12	Supervisor - Field	$125	Hourly Rate
1.13	Technician - Field	$100	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	1.5	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	$850	Cost Per Well

	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	Rental cost plus	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	Rental cost plus	Hourly Rate
2.3	Dump Truck	Rental cost plus	Hourly Rate
2.4	Pickup Truck	$15	Hourly Rate
2.5	Crane Truck	$50	Hourly Rate
2.6	Pump Service Truck	$45	Hourly Rate
2.7	Water Truck w/ 1 Man	Rental cost plus	Hourly Rate
2.8	Tractor Trailer & Driver	$95	Hourly Rate
2.9	Portable Steam Cleaner	$25	Hourly Rate
2.1	Portable Welding Machine	$25	Hourly Rate
2.11	Concrete Pump	Rental cost plus	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	$50	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	$75	Hourly Rate
2.2-3	Pump Rig, 30 - 49 ton & Larger with Walking Beam	NA	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	$100	Hourly Rate

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2.2-5	Pump Rig, 50 ton & larger with Walking Beam	NA	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	$100	Hourly Rate
2.2-7	Backhoe	Rental cost plus	Hourly Rate
2.2-8	Skip Loader	Rental cost plus	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	$160	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	$2500	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	$160	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	$2500	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	$160	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	$2500	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	$75	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	$6,500 200' Setting 20' discharge	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	$75	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	$8,000 300' Setting 20' discharge	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	$75	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	$18,000 500' Setting 20' discharge	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	$75	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	$17,000 500' Setting 20' discharge	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	$100	Hourly Rate

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2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	$1000	Lump Sum
2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	$125	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	$1000	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	NA	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	NA	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	NA	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	NA	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1	400 HP VFD Trailer	$125	Hourly Rate
2.4-2	600 HP VFD Trailer	$150	Hourly Rate
2.4-3	Dump Trailer	$35	Hourly Rate
2.4-4		NA	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate

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2.4-9		NA	Hourly Rate
2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	25%	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	25%	
3.3	Subcontractor Markup	20%	
3.4	Rental Equipment Markup	25%	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NA	%
4.2	Kaeser Co-Pak Pluss	NA	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	NA	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps	Cost plus	%
4.9	Grundfos Pumps	Cost plus	%
4.10	Simflo Pumps	Cost plus	%
4.1	Goulds Pumps	Cost plus	%
4.12	Fairbanks Morse Pumps	Cost plus	%
4.13	Gorman Rupp	Cost plus	%

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4.14	Wemco	Cost plus	%
4.15	Peerless	Cost plus	%
4.16	Paco Pumps	Cost plus	%
4.17	Flowserve Pumps	Cost plus	%
4.18	Vanton Pump	Cost plus	%
	MOTORS		
4.19	G.E.	Cost plus	%
4.20	U.S.	Cost plus	%
4.21	Baldor	Cost plus	%
4.22	Toshiba	Cost plus	%
4.23	TECO/Westinghouse	Cost plus	%
4.24	WEG	Cost plus	%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	NA	%
4.29	Prominent	NA	%
4.30	Alldos	NA	%
4.31	Seepex	NA	%
4.32	Moyno	NA	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	NA	%
4.36	Pulsefeeders	NA	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	NA	%
4.38	Vapex	NA	%
	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%

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	VALVES & ACTUATORS		
4.40	Cla-Val	NA	%
4.41	DeZurick Valves	NA	%
4.42	Watts	NA	%
4.43	Keystone	NA	%
4.44	Techno	Cost plus	%
4.45	Vaimen	NA	%
4.46	Baski	Cost plus	%
4.47	Indelac actuators	NA	%
4.48	Koei actuators	NA	%
4.49	Auma	NA	%
4.50	Rotork	NA	%
4.51	EIM	NA	%
	MIXERS		
4.52	Philidelphia Mixers	NA	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	NA	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	NA	%
4.56	Modicon/Schneider Electric PLC	NA	%
	Applicable Tax Rate	8.6%	%

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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

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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. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will

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be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue...): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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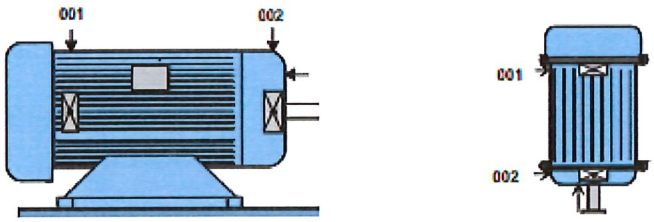
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F°) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F°) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform 'g's and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*



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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

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City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and TW Associates, Inc., an Arizona Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made ___ _____ , 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into twelve related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all twelve agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona

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Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is **two years**, and begins on **September 1, 2021** and ends on **August 31, 2023** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **two additional terms of two years 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 lV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such

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termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to

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performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Raquel McMahon	Name: Dave Redman
Title: Procurement Officer	Title: Sales
Address: 175 S. Arizona Avenue	Address: 4670 S. Ash Ave, Ste. 103
Chandler, AZ 85225	Tempe, AZ 85282
Phone: 480.782.2400	Phone: 480-940-6923
Email: raquel.mcmahon@chandleraz.gov	Email: dredman@miscowater.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Richard Guandt

Sr. PM

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work,

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which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

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EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES			
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.	
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.	
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.	
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.	
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.	
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below	

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	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	NA	Hourly Rate
1.2	Electrician - Shop	NA	Hourly Rate
1.3	Laborer - Field	NA	Hourly Rate
1.4	Laborer - Shop	NA	Hourly Rate
1.5	Machinist - Field	NA	Hourly Rate
1.6	Machinist - Shop	NA	Hourly Rate
1.7	Mechanic - Field	NA	Hourly Rate
1.8	Mechanic - Shop	NA	Hourly Rate
1.9	Welder - Field	NA	Hourly Rate
1.1	Welder - Shop	NA	Hourly Rate
1.11	Operator - Field	NA	Hourly Rate
1.12	Supervisor - Field	NA	Hourly Rate
1.13	Technician - Field	NA	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	NA	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	NA	Cost Per Well

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	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	NA	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	NA	Hourly Rate
2.3	Dump Truck	NA	Hourly Rate
2.4	Pickup Truck	NA	Hourly Rate
2.5	Crane Truck	NA	Hourly Rate
2.6	Pump Service Truck	NA	Hourly Rate
2.7	Water Truck w/ 1 Man	NA	Hourly Rate
2.8	Tractor Trailer & Driver	NA	Hourly Rate
2.9	Portable Steam Cleaner	NA	Hourly Rate
2.1	Portable Welding Machine	NA	Hourly Rate
2.11	Concrete Pump	NA	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	NA	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	NA	Hourly Rate
2.2-3	Pump Rig, 30 - 49 ton & Larger with Walking Beam	NA	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	NA	Hourly Rate

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2.2-5	Pump Rig, 50 ton & larger with Walking Beam	NA	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	NA	Hourly Rate
2.2-7	Backhoe	NA	Hourly Rate
2.2-8	Skip Loader	NA	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	NA	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	NA	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	NA	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	NA	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	NA	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	NA	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	NA	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	NA	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	NA	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	NA	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	NA	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	NA	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	NA	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	NA	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	NA	Hourly Rate
2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	NA	Lump Sum

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2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	NA	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	NA	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	NA	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	NA	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	NA	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	NA	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1		NA	Hourly Rate
2.4-2		NA	Hourly Rate
2.4-3		NA	Hourly Rate
2.4-4		NA	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate
2.4-9		NA	Hourly Rate

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2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	15%	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	15%	
3.3	Subcontractor Markup	15%	
3.4	Rental Equipment Markup	15%	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NA	%
4.2	Kaeser Co-Pak Pluss	NA	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	NA	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps	NA	%
4.9	Grundfos Pumps	NA	%
4.10	Simflo Pumps	NA	%
4.1	Goulds Pumps	NA	%
4.12	Fairbanks Morse Pumps	NA	%
4.13	Gorman Rupp	NET	%
4.14	Wemco	NA	%

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4.15	Peerless	NA	%
4.16	Paco Pumps	NA	%
4.17	Flowserve Pumps	NA	%
4.18	Vanton Pump	NA	%
	MOTORS		
4.19	G.E.	NA	%
4.20	U.S.	NA	%
4.21	Baldor	NA	%
4.22	Toshiba	NA	%
4.23	TECO/Westinghouse	NA	%
4.24	WEG	NA	%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA –10%	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	Equipment Price Book Dated 2/15/21 15%	%
4.29	Prominent	NA	%
4.30	Alldos	NA	%
4.31	Seepex	No Catalog Available 10%	%
4.32	Moyno	NA	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	NA	%
4.36	Pulsefeeders	NA	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	No Catalog Available 8%	%
4.38	Vapex	NA	%
	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%
	VALVES & ACTUATORS		

4.40	Cla-Val	NA	%
4.41	DeZurick Valves	NA	%
4.42	Watts	NA	%
4.43	Keystone	No Catalog Available 5%	%
4.44	Techno	NA	%
4.45	Vaimen	NA	%
4.46	Baski	NA	%
4.47	Indelac actuators	NA	%
4.48	Koei actuators	NA	%
4.49	Auma	NA	%
4.50	Rotork	2021 List Price Rev 55 15%	%
4.51	EIM	NA	%
	MIXERS		
4.52	Philidelphia Mixers	NA	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	NA	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	NA	%
4.56	Modicon/Schneider Electric PLC	NA	%
	Applicable Tax Rate	8.1%, will adjust according Arizona Dept. of Revenue	%

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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

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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

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue…): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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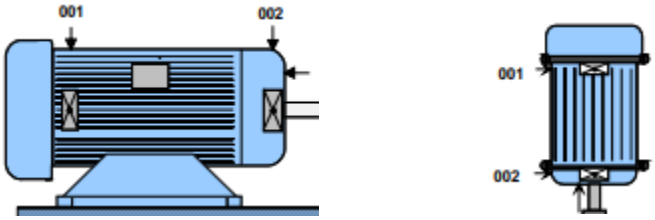
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F^{o}) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F^{o}) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform ‘g’s and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*



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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: August 26, 2021

CITY OF CHANDLER PURCHASE AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-936-4357

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Weber Water Resources, LLC, a Limited Liability Company, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2021 (Effective Date).

RECITALS

A. On or about June 4, 2021, the City issued a solicitation for water and wastewater equipment maintenance and repair services. Under the solicitation, the City proposes to enter into eleven related agreements to purchase water and wastewater equipment maintenance and repair services in various amounts for the prices set forth in each water and wastewater equipment maintenance and repair services agreement. Although the amount and type of water and wastewater equipment maintenance and repair services purchased by the City may vary, the total sum for all eleven traffic signal equipment agreements must not exceed $6,640,000.

B. City proposes to purchase water and wastewater equipment maintenance and repair services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor

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City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is **two years**, and begins on **September 1, 2021** and ends on **August 31, 2023** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such

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termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to

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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: Raquel McMahon
Title: Procurement Officer
Address: 175 S. Arizona Avenue
Chandler, AZ 85225
Phone: 480.782.2400
Email: raquel.mcmahon@chandleraz.gov

For the Contractor

Name: Tim Plath
Title: General Manager
Address: 7931 E. Pecos Rd. #134
Mesa, AZ 85212
Phone: 480-868-7041
Email: jsabala@weberwaterresources.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Electric Motor Policy

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which

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fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Timothy Plath

Its: GM

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. SCOPE

Contractor will provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

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2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work,

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which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. The contractor shall follow the Electrical Motor service and Repair Acceptance Policy attached as Exhibit for all electric motor repair

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EXHIBIT B TO AGREEMENT
PRICING

EXHIBIT B -PRICE PAGES		
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.	This work will take place at the City's Airport Water Reclaimation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.	This work will take place at various well locations throughtout the City. This category will Include work on both Lineshaft and Submersible type well pump systems, well maintenace, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.	This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.
	5) Other City Facilities	This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.
	5) OEM parts and service provider	This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below

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	Section 1: Labor		
	Description	**Unit Cost**	**Unit of Measure**
1.1	Electrician - Field	$83	Hourly Rate
1.2	Electrician - Shop	$78	Hourly Rate
1.3	Laborer - Field	$78	Hourly Rate
1.4	Laborer - Shop	$78	Hourly Rate
1.5	Machinist - Field	$83	Hourly Rate
1.6	Machinist - Shop	$78	Hourly Rate
1.7	Mechanic - Field	$83	Hourly Rate
1.8	Mechanic - Shop	$78	Hourly Rate
1.9	Welder - Field	$83	Hourly Rate
1.1	Welder - Shop	$78	Hourly Rate
1.11	Operator - Field	$83	Hourly Rate
1.12	Supervisor - Field	$83	Hourly Rate
1.13	Technician - Field	$83	Hourly Rate
1.14	Multiplier for Overtime, Weekend and Holiday Work	1.5	Multiplier
1.15	Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)	$850	Cost Per Well

	Type 1 Equipment, Section 2: Equipment		
Type 1 Equipment	**(1 hour Mob, 1 Hour Demob Allowed On This Machiney)**	**Unit Cost**	**Unit of Measure**
2.1	Air Compressor (450 CFM & Smaller)	$98	Hourly Rate
2.2	Air Compressor (451 CFM & Larger)	$115	Hourly Rate
2.3	Dump Truck	$20	Hourly Rate
2.4	Pickup Truck	$25	Hourly Rate
2.5	Crane Truck	$46	Hourly Rate
2.6	Pump Service Truck	$25	Hourly Rate
2.7	Water Truck w/ 1 Man	$52	Hourly Rate
2.8	Tractor Trailer & Driver	$75	Hourly Rate
2.9	Portable Steam Cleaner	$25	Hourly Rate
2.1	Portable Welding Machine	$15	Hourly Rate
2.11	Concrete Pump	$115	Hourly Rate
	Type 2 Equipment, (2 hour Mob, 2 Hour Demob Allowed On This Machiney)	**Unit Cost**	**Unit of Measure**
2.2-1	Pump Rig, 5 ton - 12 ton	$52	Hourly Rate
2.2-2	Pump Rig, 13 -29 ton	$52	Hourly Rate
2.2-3	Pump Rig, 30- 49 ton & Larger with Walking Beam	$52	Hourly Rate
2.2-4	Pump Rig, 30 - 49 ton & Larger	$52	Hourly Rate

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2.2-5	Pump Rig, 50 ton & larger with Walking Beam	NA	Hourly Rate
2.2-6	Pump Rig, 50 ton & larger	NA	Hourly Rate
2.2-7	Backhoe	$25	Hourly Rate
2.2-8	Skip Loader	$25	Hourly Rate
	Type 3 Equipment(Mob / Demob for each Item Includes both setup and tear down)	**Unit Cost**	**Unit of Measure**
2.3-1	Cable Tool Drill Rig (20W or 22W)	$98	Hourly Rate
2.3-2	Cable Tool Drill Rig (20W or 22W) Mob / Demob	$1725	Lump Sum
2.3-3	Cable Tool Drill Rig (28L or 60L)	$98	Hourly Rate
2.3-4	Cable Tool Drill Rig (28L or 60L) Mob / Demob	$1725	Lump Sum
2.3-5	Cable Tool Drill Rig (36L or 48L)	$115	Hourly Rate
2.3-6	Cable Tool Drill Rig (36L or 48L) Mob / Demob	$1725	Lump Sum
2.3-7	Test Pump Assembly (0-100 gpm)	$144	Hourly Rate
2.3-8	Test Pump Assembly (0-100 gpm) Mob / Demob	$8625	Lump Sum
2.3-9	Test Pump Assembly (101-500 gpm)	$156	Hourly Rate
2.3-10	Test Pump Assembly (101-500 gpm) Mob / Demob	$8625	Lump Sum
2.3-11	Test Pump Assembly (1501-2500 gpm)	$167	Hourly Rate
2.3-12	Test Pump Assembly (1501-2500 gpm) Mob / Demob	$13,800	Lump Sum
2.3-13	Test Pump Assembly (501-1500 gpm)	$167	Hourly Rate
2.3-14	Test Pump Assembly (501-1500 gpm) Mob / Demob	$13,800	Lump Sum
2.3-15	Test Pump Engine & Fuel (300 HP & Below)	$167	Hourly Rate
2.3-16	Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	$2400	Lump Sum

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2.3-17	Test Pump Engine & Fuel (301 HP through 500 HP)	$177	Hourly Rate
2.3-18	Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	$2400	Lump Sum
2.3-19	Test Pump Engine & Fuel (501 HP through 750 HP)	$187	Hourly Rate
2.3-20	Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	$2400	Lump Sum
2.3-21	Test Pump Operator & Fuel (751 HP through 1,000 HP)	$197	Hourly Rate
2.3-22	Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	$2400	Lump Sum
	Type 5, Special Contractor Owned Equipment/Tool Rental. (Contractor to add description of Specialized Contractor Owned Equipment not listed above.)	**Unit Cost**	**Unit of Measure**
2.4-1		NA	Hourly Rate
2.4-2		NA	Hourly Rate
2.4-3		NA	Hourly Rate
2.4-4		NA	Hourly Rate
2.4-5		NA	Hourly Rate
2.4-6		NA	Hourly Rate
2.4-7		NA	Hourly Rate
2.4-8		NA	Hourly Rate
2.4-9		NA	Hourly Rate

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2.4-10		NA	Hourly Rate
	Section 3: Contractor / Non OEM Parts and Equipment		
Type 1	**Contractor Parts / Equipment Markups**	**Mark Up Example: (15% Markup = Cost x 1.15)**	
3.1	Parts Markup for Items with an invoiced cost less than $9,999 / Ea	20%	
3.2	Parts Markup for Items with invoiced cost of greater than $10,000 / Ea	20%	
3.3	Subcontractor Markup	15%	
3.4	Rental Equipment Markup	20%	
	Section 4, OEM Parts and Equipment	**Catalog Date and title**	**% Discount From List Price**
	BLOWERS		
4.1	Gardner Denver	NA	%
4.2	Kaeser Co-Pak Pluss	NA	%
4.3	Ingersoll Rand	NA	%
4.4	Roots Rotary Lobe Blower	NA	%
4.5	HIS/Atlas Copco	NA	%
4.6	United Blower	NA	%
4.7	Spencer	NA	%
	PUMPS		
4.8	Flygt Submersible Pumps	25%	%
4.9	Grundfos Pumps	25%	%
4.10	Simflo Pumps	25%	%
4.1	Goulds Pumps	25%	%
4.12	Fairbanks Morse Pumps	25%	%
4.13	Gorman Rupp	25%	%
4.14	Wemco	25%	%

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4.15	Peerless	25%	%
4.16	Paco Pumps	25%	%
4.17	Flowserve Pumps	25%	%
4.18	Vanton Pump	25%	%
	MOTORS		
4.19	G.E.	25%	%
4.20	U.S.	25%	%
4.21	Baldor	25%	%
4.22	Toshiba	25%	%
4.23	TECO/Westinghouse	25%	%
4.24	WEG	25%	%
	CLARIFIERS		
4.25	EIMCO Claifier OEM Parts	NA	%
4.26	Walker	NA	
	CHEMICAL METERING PUMPS		
4.27	Milton Roy	NA	%
4.28	Wallace and Teirnan (US Filter)	NA	%
4.29	Prominent	NA	%
4.30	Alldos	NA	%
4.31	Seepex	NA	%
4.32	Moyno	NA	%
4.33	Brendal Hose Pumps	NA	%
4.44	Wanner Engineering/Hydra cell	NA	%
4.35	UGSI	NA	%
4.36	Pulsefeeders	NA	%
	SCRUBBERS, EXHAUST FANS, VAPEX UNITS		
4.37	US Filter	NA	%
4.38	Vapex	NA	%
	DEWATERING EQUIPMENT-BELT FILTER PRESSES, SLUDGE THICKENERS, PACKAGED POLYMER SYSTEMS		
4.39	Ashbrooke Simon-Hartley	NA	%
	VALVES & ACTUATORS		

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4.40	Cla-Val	25%	%
4.41	DeZurick Valves	25%	%
4.42	Watts	25%	%
4.43	Keystone	25%	%
4.44	Techno	25%	%
4.45	Vaimen	25%	%
4.46	Baski	25%	%
4.47	Indelac actuators	25%	%
4.48	Koei actuators	25%	%
4.49	Auma	25%	%
4.50	Rotork	25%	%
4.51	EIM	25%	%
	MIXERS		
4.52	Philidelphia Mixers	NA	%
4.53	Lightnin	NA	%
	WATER FILTERS		
4.54	Tekleen	NA	%
	ELECTRICAL CONTROLS		
4.55	Allen Bradley	25%	%
4.56	Modicon/Schneider Electric PLC	25%	%
	Applicable Tax Rate	7.8%	%

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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

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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. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will

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be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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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.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

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

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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.

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EXHIBIT E
Electrical motor service and repair acceptance policy

The City of Chandler will provide written documentation with each electric motor being sent in for service that will identify contact information and why the unit is being sent in for service: Included will be any supporting test data such as vibration, ultrasound, infrared, motor circuit analysis, or SCADA reports. This request will either accompany the motor when picked up or dropped off by/to the service facility, or through an e-mail to service facility contact person/department.

All work shall be performed in accordance with IEEE Std 112-2017 *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators* and *NEMA MG1*-2016 unless otherwise noted below. All work shall be documented with pictures, test data, and written details with as found, repairs performed, material used with make and model numbers, and final tests: Documentation should capture a complete traceable step through the repair process. Included in the report should include a probable cause of failure (i.e. lack of lubrication, poor lubrication, electrical surge, fatigue...): *The "probable cause" will be a nonbinding statement, it is only meant to identify corrective actions for the City of Chandler to address. If any formal failure analysis is desired by the City of Chandler, it will be requested as such and more detail would be expected.*

Prior to acceptance of a repaired motor, a service report (shop floor copies acceptable) must accompany the motor: this should include at a minimum any issues found, what corrective actions were performed, and a list of all material used with make and part numbers. A final report with full details is required to be sent to the City of Chandler contact within 30 days upon delivery of the motor, and prior to payment being made.

All test equipment and accessories that will be used during the pre and post repair testing must be calibrated to National Institute of Standards and Technology (NIST) traceable standards, calibrated and/or recertified annually, and copies of the certificates are available if/when requested. No alterations from OEM specifications shall be made, *the exceptions being that bearings may either be SKF, Timken, or Koyo* (No other exceptions) and the parts used must be specified on documentation with exact part numbers. Any OEM modifications (other than paint color, and insulation class noted below) must have written authorization from the City of Chandler and be included in the final report.

Parts such as bearings, seals, and shields shall be removed with care, remain intact and damage free, and be returned to the City of Chandler for inspection and review. *Note: They should be cleaned and free of grease, dirt, or contaminants, but only if they that can be done without creating further damage.*

Whenever possible, any rewinding of motor shall be done to Insulation Class H rating accordance with NEMA MG1-2016. The motor nameplate must be adjusted to show this change, either by changing the nameplate with the new designation, or modify the nameplate insulation information to not be legible (strike out) and add a new permanent label indicating new insulation class immediately adjacent to the nameplate.

The motor repair shop shall provide continuous updating of the repair process to the City of Chandler contact person and provide the opportunity for City of Chandler personnel to witness any and all repairs and testing procedures if desired: There must fair notice (24 hours) given ahead of such work, and written confirmation of acceptance or refusal to attend be provided to the repair facility.

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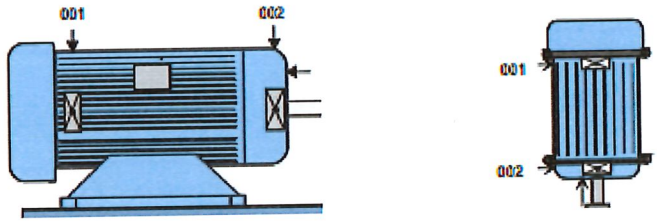
As Found Testing (by motor repair shop):

1. Visual inspection – note any and all abnormalities.
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Phase to phase resistance using IEEE 118-1978
5. Surge test using IEEE 522-2004
6. Other tests as needed to assess condition.

After repair testing (by motor shop)

1. Rotor balance using ISO 1940/1 or ANSIS2.19-1999
2. Insulation test using IEEE 43-2013
3. Polarization Index ratio using IEEE 43-2013
4. Step Voltage (medium voltage motors) using IEEE 95-2002
5. Phase to phase resistance using IEEE 118-1978
6. Surge test using IEEE 522-2004
7. Measurements at no-load: Each phase for voltage, amperage, and speed.
8. Bearing temperature (max F°) – external reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
9. Motor temp (max F°) from exterior, must be measured at each end and middle at 0°, 120° and 240° relative from where motor leads exit the casing reading using a thermocouple, RTD, or Infrared camera (a non-contact spot pyrometer is not acceptable).
10. Noise Level using ANSI/NEMA MG 1-2016
11. Vibration ISO 2372 – 10816
    a. Velocity spectrum in/s: Settings of fmax at 10 times running speed, 800 LOR.
    b. Demod, shock pulse, or other OEM filtered measurement: Settings of fmax at 10 times running speed, 800 LOR.
    c. Acceleration waveform 'g's and Spectrum: Settings of fmax 600000 CPM and for 1600 LOR and 4096 Samples.
    d. Measurement shall be taken on the same side (or 180°) where the motor leads exit the casing and at 90° orientation (top achieve parallel and perpendicular readings) and in line with the center of the bearing race. *Note: If using a Triaxial sensor only one location is required at each bearing and that should be 90° (in either direction) from where the motor leads exit the casing.*



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Shipped /Received

1. Motor will be shipped with service report (shop notes acceptable, but must be complete)
2. Motor will be shipped/accepted with no oil in reservoir.
3. Any greased bearings shall lubricant shall be Mobil Polyrex EM or Mobil SHC 100, or an alternative grease given to the motor shop by the customer. The service report must indicate what lubricant (grease) product was used.
4. All bearings and bearing cavities shall be filled to OEM specifications.

At delivery

1. City will test motor with an All Test Pro AT5 de-energized motor circuit analyzer. Status of all of the following parameters must indicate "OK", and measurements with actual values or readings between phases are within 3% of each other.
    a. Resistance of windings
    b. Insulation test
    c. Contamination of windings
    d. Phase Angle
2. Contractor or city will perform laser alignment (where required)
3. City will fill unit with oil from their supply.
4. City will wire and work with installing contractor to test for rotation (uncoupled)
5. Contractor or city will set/secure driven equipment to motor.
6. Unit will be started and after five minutes, city will perform vibration, airborne ultrasound testing, Infrared thermography inspections on the motor and motor bearings.
7. Any abnormalities (sound/smell/vibration) will be noted and addressed with contractor and/or motor shop.
8. If no anomalies found, the unit will stay running for at least 15 minutes up to one hour when the unit will be shut down and oil drained and refilled with new oil.
9. When the motor accumulates 200 – 250 run hours, a new set of vibration, ultrasound, and infrared date will be collected and analyzed.

    For oil filled units: An oil sample will be collected and sent out to a contracted lab for analysis. There should be no more than a 5% change in readings from initial base line data.
10. Any unexplainable change in testing levels or performance will require a corrective response by the installing contractor and/or motor shop.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA22-022

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
From: Paul Roy, Utility Operations Manager
Subject: Agreement No. PW2-962-4328 with Ancon Services, Inc., and Simon Family Enterprise, Inc., for Sewer Line Cleaning and Debris Removal

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Proposed Motion:

Move City Council approve Agreement No. PW2-962-4328 with Ancon Services, Inc., and Simon Family Enterprise, Inc., for sewer line cleaning and debris removal, in a combined amount not to exceed $998,000, for a two-year period, September 1, 2021, through August 31, 2023, with the option of up to two additional two-year extensions.

Background/Discussion:

Hydrovac and bucket services are required by various departments throughout the City. The Wastewater Collections Division will use this service to enhance the current City sewer cleaning operation to reduce issues with sewer odors, backups, and grit removal. The Fleet Services Division staff will use this agreement to clean the sand, oil, and water separators at the maintenance facilities. The Park Development and Operations Division will use this service to perform cleaning of its wash bay. The Transportation Division will use this service for cleaning the street sweeper wash bay and storm drains. The Water Distribution Division will use the service to expose water mains and remove debris from streets and sidewalks after water main breaks. The water treatment plant and water reclamation facilities will use the services to clean various tanks, head works, and basins.

Evaluation:

On May 20, 2021, City staff issued a Request for Proposal for sewer line cleaning and debris removal. Notification was sent to all registered vendors. Eight (8) responses were received from the following offerors:

1. Ancon Services, Inc.
2. BCAC Underground, LLC
3. Chemical Transportation, Inc.
4. FPS Civil, LLC
5. Graymar Environmental Services, Inc.
6. Pipeline Video Inspection, LLC
7. Professional Pipe Services, Inc.
8. Simon Family Enterprise, Inc.

The Evaluation Committee evaluated the proposals and recommends award to Ancon Services, Inc., and Simon Family Enterprise, Inc., which submitted the most advantageous offers to the City in accordance with the evaluation criteria. The term of this agreement is September 1, 2021, through August 31, 2023, with the option of up to two (2) additional two-year extensions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
215.3300.5219.0.0	Highway User Revenue	Other Professional Services	$90,000	N
101.1520.5219.0.0	General Fund	Other Professional Services	$4,000	N
101.4530.5219.0.0	General Fund	Other Professional Services	$10,000	N
605.3800.5219.0.0	Water Operating	Other Professional Services	$160,000	N
605.3830.5219.0.0	Water Operating	Other Professional Services	$100,000	N
615.3900.5219.0.0	Wastewater Operating	Other Professional Services	$230,000	N
615.3940.5219.0.0	Wastewater Operating	Other Professional Services	$30,000	N
615.3960.5219.0.0	Wastewater Operating	Other Professional Services	$90,000	N
615.3970.5219.0.0	Wastewater Operating	Other Professional Services	$60,000	N
616.3930.5219.0.0	Wastewater Industrial	Other Professional Services	$200,000	N
612.3960.5219.0.0	Reclaimed Water Operating	Other Professional Services	$24,000	N

Attachments

Agreement - Ancon
Agreement - Simon

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: 8/26/21

CITY OF CHANDLER PURCHASE AGREEMENT
SEWER LINE CLEANING AND DEBRIS REMOVAL
CITY OF CHANDLER AGREEMENT NO. PW2-962-4328

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Ancon Services, Inc., a California S Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2021 (Effective Date).

RECITALS

A. On or about May 20, 2021, the City issued a solicitation for sewer line cleaning and debris removal. Under the solicitation, the City proposes to enter into two related agreements for sewer line cleaning and debris removal in various amounts for the prices set forth in each sewer line cleaning and debris removal agreement. Although the amount and type of sewer line cleaning and debris removal purchased for by the City may vary, the total sum for both sewer line cleaning and debris removal agreements must not exceed $998,000.

B. City proposes to purchase sewer line cleaning and debris removal services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement

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Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is **two years**, and begins on **September 1, 2021** and ends on **August 31, 2023** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to two additional terms of two years 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 lV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on

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the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or

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services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this

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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: Raquel McMahon
Title: Procurement Officer
Address: 175 S. Arizona Avenue
Chandler, AZ 85225
Phone: 480.782.2400
Email: carolee.stees@chandleraz.gov

For the Contractor

Name: Darin Cook
Title: General Manager
Address: 22707 Wilmington Ave.
Carson, CA 90745
Phone: 602-725-5448
Email: darinc@anconservices.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such 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.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons,

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750

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and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Darin Cook

General Manager

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. General

The Contactor shall provide all labor and equipment required to perform sewer line cleaning and debris removal from storm drains, wash bays, pump stations and other facilities located throughout Chandler as needed. All work activities shall be performed in a workmanlike manner and be acceptable to the requesting Department.

1.1. Compliance with Applicable Law

Contractor and employees must comply with all applicable regulations and laws including but not limited to regulations of Arizona Department of Environmental Quality (ADEQ), OSHA, Arizona Department of transportation (ADOT)

1.2. Confined Space

All equipment devices, monitors, confined space units, and tools required for this contract shall be owned (or leased) and operated by the contractor. In the event that the Contractor needs to enter a confined space, the Contractor shall follow the OSHA laws regarding confined space entry. Contractor shall charge the additional rate per hour in Exhibit B for confined space entry. The rate per hour listed in exhibit B will include a tri pod, 3 additional staff, confined space entry permit, gas monitor that reads H2S, Oxygen, Co2, Blowers, and Fans. If additional equipment and staff is necessary it will be billed at a price agreed to between the City and the Contractor.

1.3. Contractor Identification

Contractor will have signs (magnetic is acceptable) on the doors of all vehicles indicating that they are under contract to the City of Chandler. All employees working for the contractor in Chandler will have ID Badges and wear company uniforms on their person whenever on duty.

1.4. Traffic Control

Contractor shall provide traffic control when requested by the City. Traffic control shall be billed at actual cost. . City of Chandler Traffic Engineering Department must pre-approve contractor's traffic plans. When requested by the City Contractor shall perform work during times of low traffic.

1.5. Reporting

Contractor shall provide the City a report of all completed jobs that includes specific work performed, date and times on scene. Sewer line cleaning report shall also include copy of each completed Quarter Section map indicating lines that were cleaned and problem locations

1.6. Separation of Materials

Contractor shall arrive at jobs with an empty vehicle and not and not take on additional debris after completing a job. The purpose of this requirement is to ensure that the requesting department only pays for disposal of debris they are responsible for.

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1.7. Disposal

Contractor shall dispose of debris at Waste Management Butterfield Station under the waste profiles established for each department unless otherwise directed by the City. The City will pay for disposal directly to Waste Management under separate contract with Waste Management. The contractor will charge the rate for landfill transportation listed on Exhibit B for trips two and from the Butterfield Station. The rate shall be the cost to deliver debris to butterflied station and return.

1.8. Decanting

When requested by the City, the Contractor shall decant loads prior to traveling to Butterflied Station Landfill.

1.9. Mobilization and Demobilization

The contractor shall charge the rate listed on Exhibit B for Mobilization and demobilization. The rate shall include mobilization, demobilization and cleanup of the site.

1.10. Water

The City will furnish the water necessary to perform all services specified. The contractor will turn in a record of water used with each invoice for payment. Payment will not be made without the water use report. Contractor must obtain a 3" Hydrant meter from the City to fill Vactor Trucks. An $800.00 deposit will be held by the city for "each" meter used by the contractor. Meter reads will be e-mailed in to the City each month along with monthly billings. The Contractor will not be billed for the water used.

1.11. Response time and availability

The contractor will be available to respond to requests for service seven (7) days per week, twenty-four (24) hours per day. Response time will be as follows: Emergencies requests will be responded to with a crew on site within two (2) hours of the initial request. Non-emergencies will be handled within Seventy Two (72) hours of the initial request. Contractor will provide phone numbers for emergency calls. Contractor is expected to return these calls within 15 minutes.

2. Specific Services required by each department

2.1. Wastewater Collection

2.1.1. Sewer Lift Stations Hydro Vac

The Contractor may be required to Hydro vac out City Sewer Lift stations The Sewer Lift Wet Wells size will vary throughout the city. The deepest Wet Well is 50'. The Hydro vac truck must have vacuum capabilities of lifting liquid 50'. Cleaning of the sewer lifts will require the Contractor to clean the wet well walls including the floor with high pressure water. When required the Contractor will physically enter a Wet Well to remove larger debris. OSHA Confined Space Entry will be followed.

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2.1.2. Sewer lines (bucket and Hydro vac note: City may have separate contractors for each)

The requesting department will determine if Hydro vac or Bucket Method will be used. The intent of sewer line cleaning is to remove foreign materials from the lines and restore the sewer to a minimum of 95% of the original carrying capacity. Since the success of other phases of work depends a great deal on the cleanliness of the lines the importance of this phase of the operation is emphasized. It is recognized that there are some conditions, such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered the contractor will not be required to clean those specific manhole sections. If in the course of normal cleaning operations damage does result from pre-existing and unforeseen conditions such as broken pipe, the contractor will not be held responsible. However, the contractor will remain on site and assist in repairs if requested. If the contractor is unable to clean any section of pipe for any reason, he must notify the requesting Department immediately.

During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines and manholes from damage that might be inflicted by the improper use of cleaning equipment. Equipment recommended by the manufacturer to protect the manhole and pipe shall be used.

Whenever any tools which restrict the flow of water in the sewer lines are used precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved.

Every attempt must be made by the contractor to replace all manhole lids securely after performing maintenance to ensure pedestrian and traffic safety including the removal of all debris prior to re-setting the manhole cover. Any manhole lids with traffic striping should be re-aligned to the original placement. The contractor will notify the City of any defective manhole lids or rings that may present a hazard to the public safety within a reasonable amount of time based upon the severity of the defect.

2.1.2.1. Hydro vac of sewer lines

Contractor shall clean sewer lines ranging from 8” to 66” with High-Velocity Jet (hydro-cleaning) Equipment: All hydro-cleaning vehicles shall be constructed for ease and safety of operation. The equipment shall have a minimum 500 feet of 1" hose. The equipment shall have a minimum of 2000 psi to be maintained when using hydro for cleaning. Maximum speed of travel will not exceed 45’ per minute. The equipment shall have a selection of two or more high velocity nozzles. Hose reels will be governed to not exceed 45’ per minute when retracting hose during cleaning cycle, hose footage counters must operate correctly.

2.1.2.2. Bucket Cleaning of sewer lines

Contractor shall clean 6” to 66” with Mechanical Cleaning Equipment (Bucket machines). Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner.

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2.2. Streets Hydro vac service

Contractor shall clean sweeper wash bay and provide weekly removal of solids from collector.

Contractor shall Provide Drywell cleaning service: 4' to 50' in depth to remove solids. Clean two (2) Pump Stations once per year each.

Street Sweeper Wash Bay shall be scheduled for service on Friday mornings starting between 7:00am and 8:00am, unless otherwise directed by the City Street Superintendent or designee. Holidays that fall on a scheduled service day shall be rescheduled by the contractor with the City Street Superintendent or designee.

2.3. Water Distribution Hydro vac service

Contractor shall provide for soft disposal and potholing. Contractor to use vacuum to find water mains and other utilities. Additional required services to include surface cleaning of streets after events such as a main break. Service to be provided as needed. Emergency calls must be responded to within two (2) hours of request. 975 E. Armstrong Way.

2.4. Fleet Services Hydro vac service

Contractor shall provide removal of solids and contaminants associated with automotive and power equipment maintenance and washing from the sand oil water separators at Fleet Services located 975 E. Armstrong Way building I Chandler, AZ and 163 S. Price Rd Chandler, AZ

2.5. Water Reclamation Facilities and Tumbleweed Sand Separator Hydro vac service

Contractor shall provide hydro vac services to the City's Water Reclamation Facilities including Airport Water Reclamation Facility AWRF, Lone Butte, and Ocotillo Water Reclamation Facility OWRF. The services shall including removing debris from Scum pits, sludge holding tanks, head works, EQ basins, grit tanks, etc.

2.6. Water Treatment Plant Hydro vac service

Contractor shall provide debris removal at the City Surface Water Treatment plan sediment basins

2.7. Parks Hydro vac service

Contractor shall clean Parks wash bay located at 650 E. Ryan Rd.

2.8. Other Hydro Vac Service

Contractor shall perform hydro vac services for Departments and areas not listed if requested by the City at the rate listed on exhibit B.

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SITE ADDRESSES

- Water Distribution: 975 E. Armstrong Way, Building K, Chandler, AZ
- Fleet Services: 975 E. Armstrong Way building I Chandler, AZ and 163 S. Price Rd Chandler, AZ
- Airport Water Reclamation Facility: 905 E. Queen Creek Rd., Chandler, AZ
- Lone Butte Water Reclamation Facility: Gila River Indian Reservation, 3 miles west of Firebird Lake (I-10/Maricopa Road)
- Ocotillo Water Reclamation Facility: 3333 S. Old Price Rd, Chandler, AZ
- Water Treatment Plant: 1475 E. Pecos Rd., Chandler, AZ
- Tumbleweed Sand Separator, 520 E. Ryan Rd., Chandler, AZ

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EXHIBIT B TO AGREEMENT
PRICING

The hourly rates below shall be the all inclusive rate for the crew and all equipment to perform hydro vac service and bucket service.

Item	Description	Estimated Hours	Unit Price per hour
1	Sewer Lift Station Hydro Vac Service	25	$ 150
2	Sewer Line Hydro Vac Service	25	$ 150
3	Sewer Line Bucket Service	800	NA
4	Streets Hydro Vac Service	200	$ 150
5	Water Distribution Hydro Vac Service	160	$ 150
6	Fleet Services Hydro Vac Service	5	$ 150
7	Airport Water Reclamation Facility Hydro Vac Service	50	$ 150
8	Tumbleweed Sand Separator Hydro Vac Service	40	$ 150
9	Lone Butte Hydro Vac Service	50	$ 150
10	Ocotillo Water Reclamation Facility Hydro Vac Service	65	$ 150
11	Water Treatment Plant Hydro Vac Service	80	$ 150
12	Parks Hydro Vac Service	6	$ 150
13	Other Hydro Vac Service	20	$ 150
		Estimated Qty	**Each**
14	**Mobilization** Flat rate for mobilization and Demobilization (rate listed includes both)	165	$ 140
15	**Transportation to landfill** Flat rate to haul debris to landfill and return	330	$ 263.75
		Estimated Hours	**Unit Price per hour**
16	**Confined Space.** Cost per hour to be added to hourly rates above for confined space work	50	$ 174.88
17	**Emergency Response.** Rate per hour to be added to hourly rates for emergency response	50	$ 42.20
18	Traffic Control Allowance		$20,000

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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

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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.

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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

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: 8/26/21

CITY OF CHANDLER PURCHASE AGREEMENT
SEWER LINE CLEANING AND DEBRIS REMOVAL
CITY OF CHANDLER AGREEMENT NO. PW2-962-4328

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Simon Family Enterprise, Inc., an Arizona Sub S Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2021 (Effective Date).

RECITALS

A. On or about May 20, 2021, the City issued a solicitation for sewer line cleaning and debris removal. Under the solicitation, the City proposes to enter into two related agreements for sewer line cleaning and debris removal in various amounts for the prices set forth in each sewer line cleaning and debris removal agreement. Although the amount and type of sewer line cleaning and debris removal purchased for by the City may vary, the total sum for both sewer line cleaning and debris removal agreements must not exceed $998,000.

B. City proposes to purchase sewer line cleaning and debris removal services from Contractor 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 goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement

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Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement. The term of the Agreement is **two years**, and begins on **September 1, 2021** and ends on **August 31, 2023** unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to two additional terms of two years each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on

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the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or

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services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this

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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: Raquel McMahon
Title: Procurement Officer
Address: 175 S. Arizona Avenue
Chandler, AZ 85225
Phone: 480.782.2400
Email: raquel.mcmahon@chandleraz.gov

For the Contractor

Name: Jay Simon
Title: President
Address: P.O. Box 616
Florence, AZ 85132
Phone: 520-360-0383
Email: simonsezz@cybertrails.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.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such 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.

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

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

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons,

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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.

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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.

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750

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and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

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5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: _____
Owner

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. General

The Contactor shall provide all labor and equipment required to perform sewer line cleaning and debris removal from storm drains, wash bays, pump stations and other facilities located throughout Chandler as needed. All work activities shall be performed in a workmanlike manner and be acceptable to the requesting Department.

1.1. Compliance with Applicable Law

Contractor and employees must comply with all applicable regulations and laws including but not limited to regulations of Arizona Department of Environmental Quality (ADEQ), OSHA, Arizona Department of transportation (ADOT)

1.2. Confined Space

All equipment devices, monitors, confined space units, and tools required for this contract shall be owned (or leased) and operated by the contractor. In the event that the Contractor needs to enter a confined space, the Contractor shall follow the OSHA laws regarding confined space entry. Contractor shall charge the additional rate per hour in Exhibit B for confined space entry. The rate per hour listed in exhibit B will include a tri pod, 3 additional staff, confined space entry permit, gas monitor that reads H2S, Oxygen, Co2, Blowers, and Fans. If additional equipment and staff is necessary it will be billed at a price agreed to between the City and the Contractor.

1.3. Contractor Identification

Contractor will have signs (magnetic is acceptable) on the doors of all vehicles indicating that they are under contract to the City of Chandler. All employees working for the contractor in Chandler will have ID Badges and wear company uniforms on their person whenever on duty.

1.4. Traffic Control

Contractor shall provide traffic control when requested by the City. Traffic control shall be billed at actual cost. . City of Chandler Traffic Engineering Department must pre-approve contractor's traffic plans. When requested by the City Contractor shall perform work during times of low traffic.

1.5. Reporting

Contractor shall provide the City a report of all completed jobs that includes specific work performed, date and times on scene. Sewer line cleaning report shall also include copy of each completed Quarter Section map indicating lines that were cleaned and problem locations

1.6. Separation of Materials

Contractor shall arrive at jobs with an empty vehicle and not and not take on additional debris after completing a job. The purpose of this requirement is to ensure that the requesting department only pays for disposal of debris they are responsible for.

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1.7. Disposal

Contractor shall dispose of debris at Waste Management Butterfield Station under the waste profiles established for each department unless otherwise directed by the City. The City will pay for disposal directly to Waste Management under separate contract with Waste Management. The contractor will charge the rate for landfill transportation listed on Exhibit B for trips two and from the Butterfield Station. The rate shall be the cost to deliver debris to butterflied station and return.

1.8. Decanting

When requested by the City, the Contractor shall decant loads prior to traveling to Butterflied Station Landfill.

1.9. Mobilization and Demobilization

The contractor shall charge the rate listed on Exhibit B for Mobilization and demobilization. The rate shall include mobilization, demobilization and cleanup of the site.

1.10. Water

The City will furnish the water necessary to perform all services specified. The contractor will turn in a record of water used with each invoice for payment. Payment will not be made without the water use report. Contractor must obtain a 3" Hydrant meter from the City to fill Vactor Trucks. An $800.00 deposit will be held by the city for "each" meter used by the contractor. Meter reads will be e-mailed in to the City each month along with monthly billings. The Contractor will not be billed for the water used.

1.11. Response time and availability

The contractor will be available to respond to requests for service seven (7) days per week, twenty-four (24) hours per day. Response time will be as follows: Emergencies requests will be responded to with a crew on site within two (2) hours of the initial request. Non-emergencies will be handled within Seventy Two (72) hours of the initial request. Contractor will provide phone numbers for emergency calls. Contractor is expected to return these calls within 15 minutes.

2. Specific Services required by each department

2.1. Wastewater Collection

2.1.1. Sewer Lift Stations Hydro Vac

The Contractor may be required to Hydro vac out City Sewer Lift stations The Sewer Lift Wet Wells size will vary throughout the city. The deepest Wet Well is 50'. The Hydro vac truck must have vacuum capabilities of lifting liquid 50'. Cleaning of the sewer lifts will require the Contractor to clean the wet well walls including the floor with high pressure water. When required the Contractor will physically enter a Wet Well to remove larger debris. OSHA Confined Space Entry will be followed.

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2.1.2. Sewer lines (bucket and Hydro vac note: City may have separate contractors for each)

The requesting department will determine if Hydro vac or Bucket Method will be used. The intent of sewer line cleaning is to remove foreign materials from the lines and restore the sewer to a minimum of 95% of the original carrying capacity. Since the success of other phases of work depends a great deal on the cleanliness of the lines the importance of this phase of the operation is emphasized. It is recognized that there are some conditions, such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered the contractor will not be required to clean those specific manhole sections. If in the course of normal cleaning operations damage does result from pre-existing and unforeseen conditions such as broken pipe, the contractor will not be held responsible. However, the contractor will remain on site and assist in repairs if requested. If the contractor is unable to clean any section of pipe for any reason, he must notify the requesting Department immediately.

During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines and manholes from damage that might be inflicted by the improper use of cleaning equipment. Equipment recommended by the manufacturer to protect the manhole and pipe shall be used.

Whenever any tools which restrict the flow of water in the sewer lines are used precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved.

Every attempt must be made by the contractor to replace all manhole lids securely after performing maintenance to ensure pedestrian and traffic safety including the removal of all debris prior to re-setting the manhole cover. Any manhole lids with traffic striping should be re-aligned to the original placement. The contractor will notify the City of any defective manhole lids or rings that may present a hazard to the public safety within a reasonable amount of time based upon the severity of the defect.

2.1.2.1. Hydro vac of sewer lines

Contractor shall clean sewer lines ranging from 8" to 66" with High-Velocity Jet (hydro-cleaning) Equipment: All hydro-cleaning vehicles shall be constructed for ease and safety of operation. The equipment shall have a minimum 500 feet of 1" hose. The equipment shall have a minimum of 2000 psi to be maintained when using hydro for cleaning. Maximum speed of travel will not exceed 45' per minute. The equipment shall have a selection of two or more high velocity nozzles. Hose reels will be governed to not exceed 45' per minute when retracting hose during cleaning cycle, hose footage counters must operate correctly.

2.1.2.2. Bucket Cleaning of sewer lines

Contractor shall clean 6" to 66" with Mechanical Cleaning Equipment (Bucket machines). Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner.

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2.2. Streets Hydro vac service

Contractor shall clean sweeper wash bay and provide weekly removal of solids from collector.

Contractor shall Provide Drywell cleaning service: 4' to 50' in depth to remove solids. Clean two (2) Pump Stations once per year each.

Street Sweeper Wash Bay shall be scheduled for service on Friday mornings starting between 7:00am and 8:00am, unless otherwise directed by the City Street Superintendent or designee. Holidays that fall on a scheduled service day shall be rescheduled by the contractor with the City Street Superintendent or designee.

2.3. Water Distribution Hydro vac service

Contractor shall provide for soft disposal and potholing. Contractor to use vacuum to find water mains and other utilities. Additional required services to include surface cleaning of streets after events such as a main break. Service to be provided as needed. Emergency calls must be responded to within two (2) hours of request. 975 E. Armstrong Way.

2.4. Fleet Services Hydro vac service

Contractor shall provide removal of solids and contaminants associated with automotive and power equipment maintenance and washing from the sand oil water separators at Fleet Services located 975 E. Armstrong Way building I Chandler, AZ and 163 S. Price Rd Chandler, AZ

2.5. Water Reclamation Facilities and Tumbleweed Sand Separator Hydro vac service

Contractor shall provide hydro vac services to the City's Water Reclamation Facilities including Airport Water Reclamation Facility AWRF, Lone Butte, and Ocotillo Water Reclamation Facility OWRF. The services shall including removing debris from Scum pits, sludge holding tanks, head works, EQ basins, grit tanks, etc.

2.6. Water Treatment Plant Hydro vac service

Contractor shall provide debris removal at the City Surface Water Treatment plan sediment basins

2.7. Parks Hydro vac service

Contractor shall clean Parks wash bay located at 650 E. Ryan Rd.

2.8. Other Hydro Vac Service

Contractor shall perform hydro vac services for Departments and areas not listed if requested by the City at the rate listed on exhibit B.

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SITE ADDRESSES

- Water Distribution: 975 E. Armstrong Way, Building K, Chandler, AZ
- Fleet Services: 975 E. Armstrong Way building I Chandler, AZ and 163 S. Price Rd Chandler, AZ
- Airport Water Reclamation Facility: 905 E. Queen Creek Rd., Chandler, AZ
- Lone Butte Water Reclamation Facility: Gila River Indian Reservation, 3 miles west of Firebird Lake (I-10/Maricopa Road)
- Ocotillo Water Reclamation Facility: 3333 S. Old Price Rd, Chandler, AZ
- Water Treatment Plant: 1475 E. Pecos Rd., Chandler, AZ
- Tumbleweed Sand Separator, 520 E. Ryan Rd., Chandler, AZ

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EXHIBIT B TO AGREEMENT
PRICING

The hourly rates below shall be the all inclusive rate for the crew and all equipment to perform hydro vac service and bucket service.

Item	Description	Estimated Hours	Unit Price per hour
1	Sewer Lift Station Hydro Vac Service	25	NA
2	Sewer Line Hydro Vac Service	25	NA
3	Sewer Line Bucket Service	800	$ 172
4	Streets Hydro Vac Service	200	NA
5	Water Distribution Hydro Vac Service	160	NA
6	Fleet Services Hydro Vac Service	5	NA
7	Airport Water Reclamation Facility Hydro Vac Service	50	NA
8	Tumbleweed Sand Separator Hydro Vac Service	40	NA
9	Lone Butte Hydro Vac Service	50	NA
10	Ocotillo Water Reclamation Facility Hydro Vac Service	65	NA
11	Water Treatment Plant Hydro Vac Service	80	NA
12	Parks Hydro Vac Service	6	NA
13	Other Hydro Vac Service	20	NA
		Estimated Qty	**Each**
14	**Mobilization** Flat rate for mobilization and Demobilization (rate listed includes both)	165	$65
15	**Transportation to landfill** Flat rate to haul debris to landfill and return	330	$75
		Estimated Hours	**Unit Price per hour**
16	**Confined Space.** Cost per hour to be added to hourly rates above for confined space work	50	$85
17	**Emergency Response.** Rate per hour to be added to hourly rates for emergency response	50	$30
18	Traffic Control Allowance		$20,000

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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

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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.

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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

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DocuSign Envelope ID: 50E8578C-68D3-409C-860F-2C9FFD55EFD5

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA22-020

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
From: Paul Roy, Utility Operations Manager
Subject: Agreement No. WW0-885-4192, Amendment No. 1, with Carbon Activated Corporation, for Activated Carbon

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Proposed Motion:

Move City Council approve Agreement No. WW0-885-4192, Amendment No. 1, with Carbon Activated Corporation, for activated carbon, in an amount not to exceed $300,000, for a one-year period, October 1, 2021, through September 30, 2022.

Background/Discussion:

The Ocotillo Water Reclamation Facility (OWRF) and the Airport Water Reclamation Facility (AWRF) treat over 30 million gallons of sewage daily collected through over 900 miles of sewage collection pipes. Wastewater in the sewage collection system naturally produces noxious hydrogen sulfide gas (H2S), causing odors and deterioration of pipes, manholes, and concrete structures. Although attempts are made to significantly reduce the amount of H2S gas in the collection system, some of this dangerous gas makes its way to the AWRF and OWRF facilities.

Once the sewage and any remaining H2S compounds arrive at the AWRF and OWRF, it must be captured and neutralized as it is dangerous to staff, highly corrosive, and may result in odor complaints. Controlling hydrogen sulfide gas at the AWRF and OWRF is achieved with odor control scrubbers. Foul air is pulled into these scrubbers that use either a biological or chemical process to break down the hydrogen sulfide gas. The air is then forced through an activated carbon chamber which traps any remaining hydrogen sulfide compounds.

The activated carbon in these systems has a limited life and deteriorates during use. The effectiveness of the carbon in the odor scrubbers at the AWRF and OWRF is nearing the end of its useful life and in need of replacement. Periodic replacement of this carbon will be required to maintain the effectiveness of the system, maintain staff health and safety, and minimize potential odor from the two facilities.

Evaluation:

On July 16, 2020, City Council approved an agreement with Carbon Activated Corporation, for activated carbon, for a one-year period, with the option of up to four (4) one-year extensions. The contractor has agreed to extend for one year for the term of October 1, 2021, through September 30, 2022, at the same terms, conditions, and pricing. This is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3970.5219.0.0	Wastewater Operating	Other Professional Services	$200,000	N
615.3960.5219.0.0	Wastewater Operating	Other Professional Services	$100,000	N

Attachments

Amendment - Carbon Activated Corporation

DocuSign Envelope ID: 563A01C3-050F-4249-A2B2-1D74B4C2257F

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: 8/26/21

AMENDMENT TO CITY OF CHANDLER AGREEMENT
ACTIVATED CARBON
CITY OF CHANDLER AGREEMENT NO. WW0-885-4192

THIS AMENDMENT NO. 1 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Carbon Activated Corporation, a California 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, the Parties entered into an agreement for removal of old carbon and installation of new carbon (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2020, through September 30, 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 $300,000.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period October 1, 2021, through September 30, 2022.

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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: Orlando Ruelas

Its: Branch Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA22-018

Date:	August 26, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Debra Stapleton, Assistant City Manager John Knudson, Public Works and Utilities Director
From:	Paul Roy, Utility Operations Manager
Subject:	Purchase of Refrigerated Liquid Carbon Dioxide

Proposed Motion:

Move City Council approve the purchase of refrigerated liquid carbon dioxide, from Reliant Gases, Ltd., utilizing City of Glendale Contract No. C20-0792, in an amount not to exceed $234,000, and authorize the City Manager or designee to sign a linking agreement with Reliant Gases, Ltd.

Background/Discussion:

The Pecos Surface Water Treatment Plant (SWTP), located at 1475 East Pecos Road, provides potable water to over 275,000 City of Chandler residents, businesses, and industrial customers. The Pecos SWTP utilizes a number of treatment systems, filters, and chemicals to provide the treatment necessary for clean and safe drinking water. One of those treatment systems uses liquid carbon dioxide (CO_2) to properly condition the water for further treatment.

The Ocotillo Brine Reduction Facility (OBRF), located at 3737 S. Price Road, treats up to 2.75 million gallons of industrial water daily. Part of the elaborate treatment process also utilizes liquid CO_2 to adjust the water condition as it passes through the remainder of the treatment process. The cost of liquid CO_2 used by the OBRF will be reimbursed by Intel.

Evaluation:

The City of Glendale competitively solicited and awarded a contract for refrigerated liquid carbon dioxide. The City has a current Intergovernmental Agreement with the City of Glendale allowing for the cooperative use of the City of Glendale's contracts. The term of the City of Glendale contract is valid through September 30, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3830.5318.0.0	Water Operating, Water Treatment	Chemicals	$204,750	N
616.3930.5318.0.0	WW Ind Treatment, OBRF	Chemicals	$29,250	N

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City Council Memorandum **Public Works & Utilities** **Memo No.** UA22-016

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
From: John Ardans, Utilities Maintenance Manager
Subject: Sole Source Purchase of Analytical Equipment, Parts, and Services

Proposed Motion:

Move City Council approve the sole source purchase of analytical equipment, parts, and services from Rosemount Analytical, Inc., in an amount not to exceed $195,000.

Background/Discussion:

The Public Works & Utilities Department utilizes Rosemount pH oxidation reduction potential, conductivity, and chlorine analyzers to measure online water quality at multiple facilities. These analyzers are important to facility operations and must be maintained on a regular basis. The maintenance of these analyzers includes changing probes and transmitters on a schedule set by the manufacturer. These facilities have standardized to Rosemount analyzers to reduce the number of spare parts on-hand to a minimum and maintain staff's proficiency of the equipment.

Evaluation:

Rosemount Analytical, Inc., is the sole supplier of Rosemount analytical equipment, parts, and services. Staff recommends the purchase of Rosemount analytical equipment, parts, and services as a sole source. The City will receive a 10% discount off list price. Costs associated with the Ocotillo Brine Reduction Facility, in the amount of $130,000, will be reimbursed by Intel.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3960.5316.0.0	Wastewater Operating	Machinery/Equipment	$15,000	N
615.3970.5316.0.0	Wastewater Operating	Machinery/Equipment	$20,000	N
605.3830.5316.0.0	Water Operating	Machinery/Equipment	$30,000	N
616.3930.5316.0.0	Wastewater Industrial Treatment	Machinery/Equipment	$130,000	N

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City Council Memorandum **Public Works & Utilities** **Memo No.** UA22-017

Date:	August 26, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Debra Stapleton, Assistant City Manager John Knudson, Public Works and Utilities Director
From:	Ricky Kilborn, Reverse Osmosis Facility Superintendent
Subject:	Sole Source Purchase of Chemicals

Proposed Motion:

Move City Council approve the sole source purchase of chemicals, from SUEZ Water Technologies & Solutions, Inc., in an amount not to exceed $160,000.

Background/Discussion:

The Ocotillo Brine Reduction Facility (OBRF), located at 3737 S. Old Price Road, requires the use of specific chemicals for its lime softening process and brine concentrator. SUEZ Water Technologies & Solutions, Inc., has been supplying these proprietary chemicals the facility requires. These chemicals are required by Intel to maintain the equipment warranty.

The cost of chemicals used by the OBRF will be reimbursed by Intel.

Evaluation:

SUEZ Water Technologies & Solutions, Inc., is the sole supplier of the requested chemicals. Strict warranty issues mandate these proprietary chemicals be used.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
616.3930.5318.0.0	WW Industrial Treatment	Chemicals	$160,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA22-021

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
From: Paul Roy, Utility Operations Manager
Subject: Sole Source Purchase of Supervisory Control and Data Acquisition (SCADA) System Upgrades

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Proposed Motion:

Move City Council approve the sole source purchase of SCADA system upgrades from WonderWare West, in the amount of $85,478.

Background/Discussion:

The City provides water and wastewater services to over 250,000 residents. In order to protect the health and safety of the customers, staff relies heavily on system automation to reliably operate and communicate with all water and wastewater facilities. This automation is primarily accomplished through a SCADA system. SCADA controls and monitors the Pecos Surface Water Treatment Plant (SWTP), Airport Water Reclamation Facility (AWRF), Ocotillo Water Reclamation Facility (OWRF), and 58 remote facilities including water production facilities, water quality monitoring stations, wastewater lift stations, reclaimed water facilities, and the Tumbleweed Recharge Facility (TRF). Beyond system control, SCADA captures millions of data points for system analysis and regulatory reporting.

In October 2019, staff completed a SCADA System Master Plan. The SCADA Master Plan assessed the City's SCADA system as compared to industry standard performance measures, communication system, cybersecurity, and City-specific resources and capabilities. As a result, several improvement projects were recommended for implementation including the upgrade of the TRF SCADA system. The TRF includes ten aquifer storage and recovery (ASR) wells. ASR wells are a critical aspect of the City's reclaimed water system, either pumping water to meet demands or storing water when demands are low.

The SCADA system requires specialized knowledge and skills to build interface screens, program devices, and monitor the data collection system. This project will upgrade the AWRF and TRF controls, improve and unify the SCADA system, and allow recharge well control from both water reclamation facilities.

Evaluation:

Wonderware software and equipment has been used by the City for utility automation for many years. The software, equipment, and professional services for this necessary upgrade are only available from Wonderware West, which is the local distributor/representative.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3960.5219.0.0	Wastewater Operating	Other Professional Services	$68,382	N
612.3960.5219.0.0	Reclaimed Water Operating	Other Professional Services	$17,096	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No.** CP22-030

Date: August 26, 2021
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Sean Duggan, Police Chief
Andrew Goh, Capital Projects Manager
From: Daniel Haskins, Engineer
Subject: Professional Services Agreement No. PD1901.271, Amendment No. 1, with Arrington Watkins Architects, LLC, for Police Station Main Lobby and Records Room Renovation

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Proposed Motion:

Move City Council award Post Design Services Contract No. PD1901.271, Amendment No. 1, to Arrington Watkins Architects, LLC, for Police Station Main Lobby and Records Room Renovation, in the amount of $12,000, for a revised contract amount not to exceed of $41,530.

Background/Discussion:

The Police Station Main Lobby and Records Renovation project provides for expansion for records workspace and storage, as well as and renovations to the lobby and the City Prosecutor's Office. This amendment is to add post-design services to with Arrington Watkins Architects, LLC, to include review of additional shop drawings, submittals, and other construction documents. An additional 120 calendar days has been added for a revised total of 330 calendar days to final completion following the Notice to Proceed.

Evaluation:

The City's selection process was conducted in accordance with City policy and procedure and State law. This project awarded under the On-Call Consultant Pre-Qualified List for Architecture Services. Staff recommends approval of this agreement with Arrington Watkins Architects, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

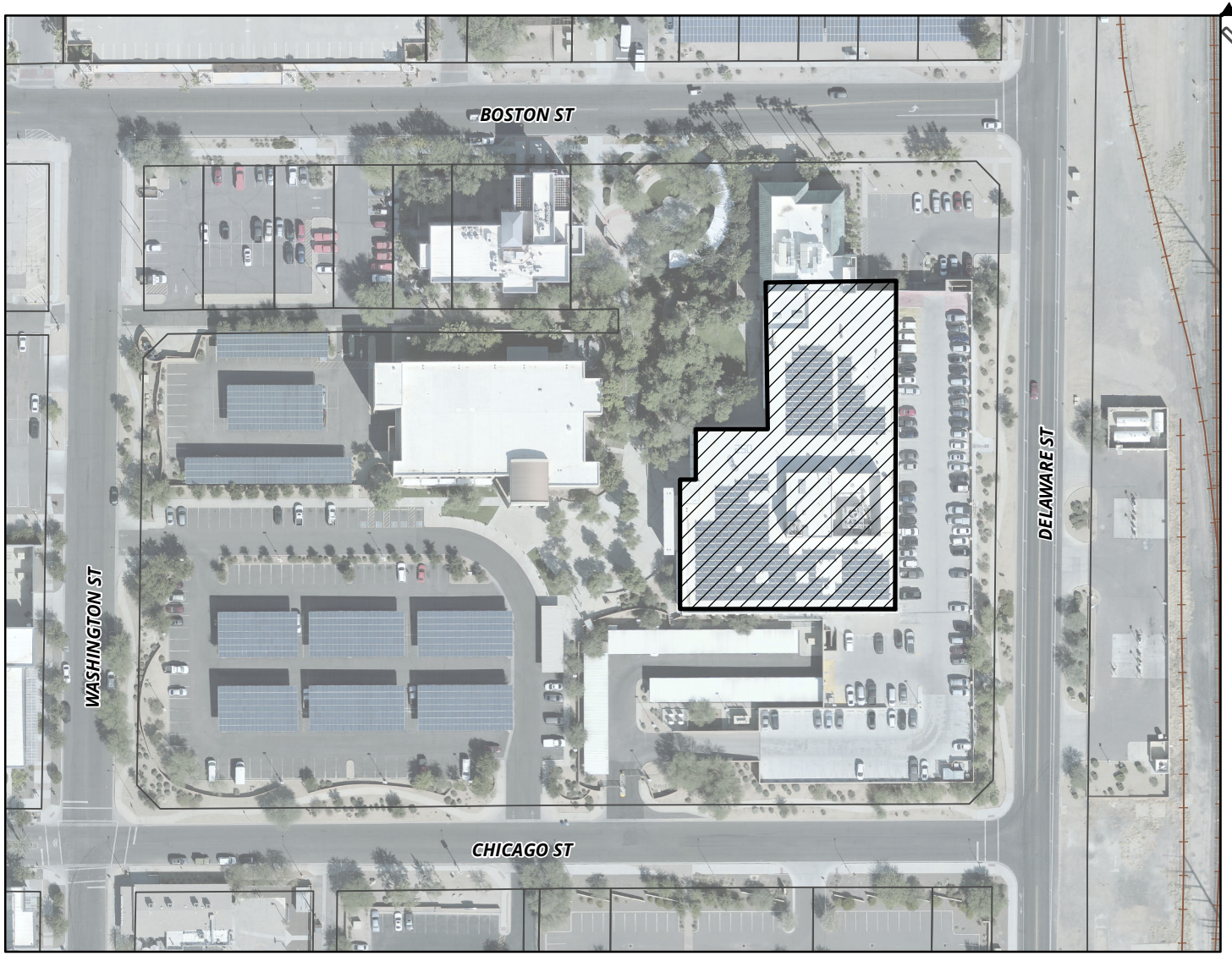
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.2100.6210.6PD650	General Government Capital	Police Main Station Lobby	$12,000.00	Y

Attachments

Location Map
Amendment 1

CHANDLER arizona

POLICE STATION MAIN LOBBY AND RECORDS ROOM RENOVATION
(Post Design Services - Amendment 1)
PROJECT NO. PD1901.271



MEMO NO. CP22-030

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-121 POLICE STATION MAIN LOBBY AND RECORDS ROOM RENOVATION\CP21-121.mxd 3/15/2021 MARICELAH

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
Post-Design Services
Police Station Main Lobby and Records Room Renovation

Project No. PD1901.271
Council Date: August 26, 2021 Item No.

THIS AMENDMENT NO. 1 ("Amendment No. One") to the agreement for services dated June 21, 2021 (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Arrington Watkins Architects, LLC** ("Consultant"), on this _____ day of _____, 2021 ("Effective Date"). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. The Parties entered into the Agreement for the following services: **Post-Design Services** ("Services") for **Police Station Main Lobby and Records Room Renovation** project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform additional services for the City under the terms and conditions set forth in this Amendment No. 1 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 1, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT'S SERVICES

The Agreement is amended to add the modified scope of work described in **Exhibit "A"** attached to and made a part of this Amendment No. 1 by this reference.

SECTION II – PERIOD OF SERVICE

The Agreement is amended to increase the contract time by **120** calendar days for a total **330** calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Agreement is amended to increase the total contract price in an amount not to exceed **$12,000** for a total contract amount of **$41,530** payable in accordance with **Exhibit "B"** attached to and made a part of this Amendment No. 1 by this reference.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement and this Amendment No. 1 constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. The terms and conditions of the Agreement are incorporated into and made a part of this Amendment No. 1. If a conflict or ambiguity arises among the Agreement and Amendment No. 1, the instrument in the following order prevails and controls: (1) Amendment No. 1; and (2) Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 1.

"CITY"
CITY OF CHANDLER

MAYOR

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
Arrington Watkins Architects, LLC

8/3/21

Signature Date

Matthew A Gorman

Print Name

Principal Architect

Title

mgorman@awarch.com

Signer Email Address

These changes result in the following adjustments of contract amount and time:

Original Contract amount:			$ 29,530
Current Contract amount, prior to this Amendment: (including previous Amendments)			$ 29,530
Net change resulting from this Amendment:			$ 12,000
Revised Contract amount, including this Amendment:			$ 41,530
Last Contract amount approved by Council:			NA
Amendment % of last Contract amount approved by Council: (if accumulated amount over 10% of previous Contract amount approved by Council, Council approval is required)			40%
Contract time or completion date prior to this Amendment: (including previous amendments)	**210** Days	or	_____ Date
Net change resulting from this Amendment:	**120** Days	or	_____ Date
Revised Contract time or completion date: (including this amendment)	**330** Days	or	_____ Date

THIS AMENDMENT No. _____ does NOT require Council approval: _____
Amendment is less than 10% of Contract amount last approved by Council

THIS AMENDMENT No. 1 does require Council approval: X
Amendment is over 10% of previous Contract amount approved by Council

Amendment No. _____ Council approval: _____ Item No.: _____, if applicable

OWNER NAME & DATE APPROVAL: Candace Hammond, 7/30/2021

E-copy: Project Mgr. Consultant Owner File

Task 2.3 Respond to Shop Drawing Submittals, as needed

i. Consultant must review, evaluate, and respond to any Contractor Shop Drawing submittals forwarded by the CM Firm for design review. Consultant assumes a maximum of 5 (five) reviews.
    a. This Amendment will increase the number of Shop Drawing reviews from 5 to 30. CM Services was to review a majority of the shop drawings, but due to long lead items, Post Design Services will review them.

EXHIBIT B
FEE SCHEDULE

Arrington Watkins Architects LLC

EXHIBIT "B"
POST DESIGN
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Original Cost	Additional Cost
1	**PRE-CONSTRUCTION ASSISTANCE**		
1.1	Pre-Construction Assistance	$ 450.00	$ -
	SUBTOTAL TASK 1:	**$ 450.00**	**$ -**
2	**CONSTRUCTION MANAGEMENT**		
2.1	Weekly Construction Meetings	$ 4,510.00	$ -
2.2	Requests for Information (RFI)	$ 1,305.00	$ -
2.3	Shop Drawing Submittals	$ 2,055.00	$ 8,000.00
2.4	Project Management	$ 2,030.00	$ -
2.5	Inspections	$ 2,170.00	$ -
	SUBTOTAL TASK 2:	**$ 12,070.00**	**$ 20,070.00**
3	**RECORD DRAWINGS**		
3.1	Record Drawings	$ 5,010.00	$ -
	SUBTOTAL TASK 3:	**$ 5,010.00**	**$ -**
SUBCONSULTANTS			
LSW Engineers		$ 7,000.00	$ -
Subconsultant Name		$ -	$ -
Subconsultant Name		$ -	$ -
	SUBTOTAL SUBCONSULTANTS:	**$ 7,000.00**	**$ -**
ALLOWANCES			
Direct Expense Allowance		$ 1,000.00	$ -
Owner's Allowance		$ 4,000.00	$ 4,000.00
	SUBTOTAL ALLOWANCES:	**$ 5,000.00**	**$ 9,000.00**
	TOTAL ADDITIONS:		$ 12,000.00
	ORIGINAL PROJECT TOTAL:	$ 29,530.00	
	CONTRACT REVISED TOTAL:		**$ 41,530.00**

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP22-031

Date: August 26, 2021

To: Mayor and Council

Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Alisa Doll, Engineer

Subject: Professional Services Agreement No. WA2102.101, with Entellus, Inc., for the Germann Road Waterline Corridor Study Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WA2102.101 to Entellus, Inc., for the Germann Road Waterline Corridor Study Design Services, in an amount not to exceed $442,400.

Background/Discussion:

This Corridor Study is for alignment of a new primary water transmission main from the Pecos Surface Water Treatment Plant (SWTP), located at 1475 East Pecos Road, south along McQueen Road then west along Germann Road to the Price Road corridor. The study will evaluate the corridor for existing utility conflicts, identify existing right-of-way and easements, provide coordination with various entities and scheduling with other planned City improvement projects, and evaluate this waterline alignment for overall impact to the water system based on results from hydraulic modeling scenarios. Alternative alignments for the portion of the transmission main from the Pecos SWTP to Germann Road will be identified and evaluated on their feasibility. A separate water study is also included for the portion of the City's distribution system areas near Chandler Boulevard and Rural Road for alignment alternatives, hydraulic modeling analysis, construction cost estimates and detailed conceptual design exhibits.

The project scope of work consists of project management, utility coordination, hydraulic modeling, survey, potholing, and a conceptual design report. The contract completion time is 345 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Civil Services. Staff recommends approval of this agreement with Entellus, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

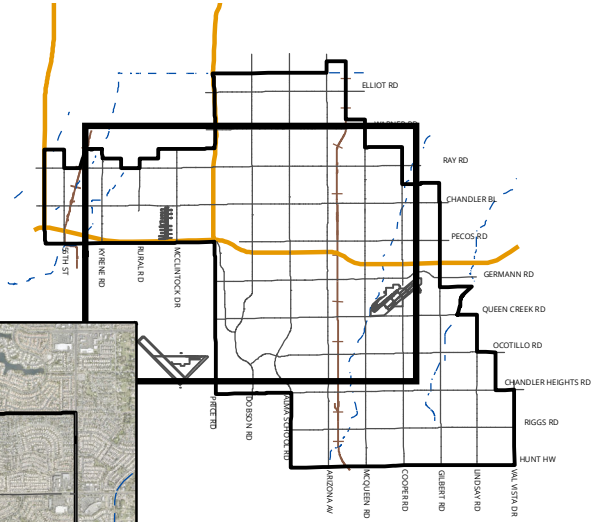
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

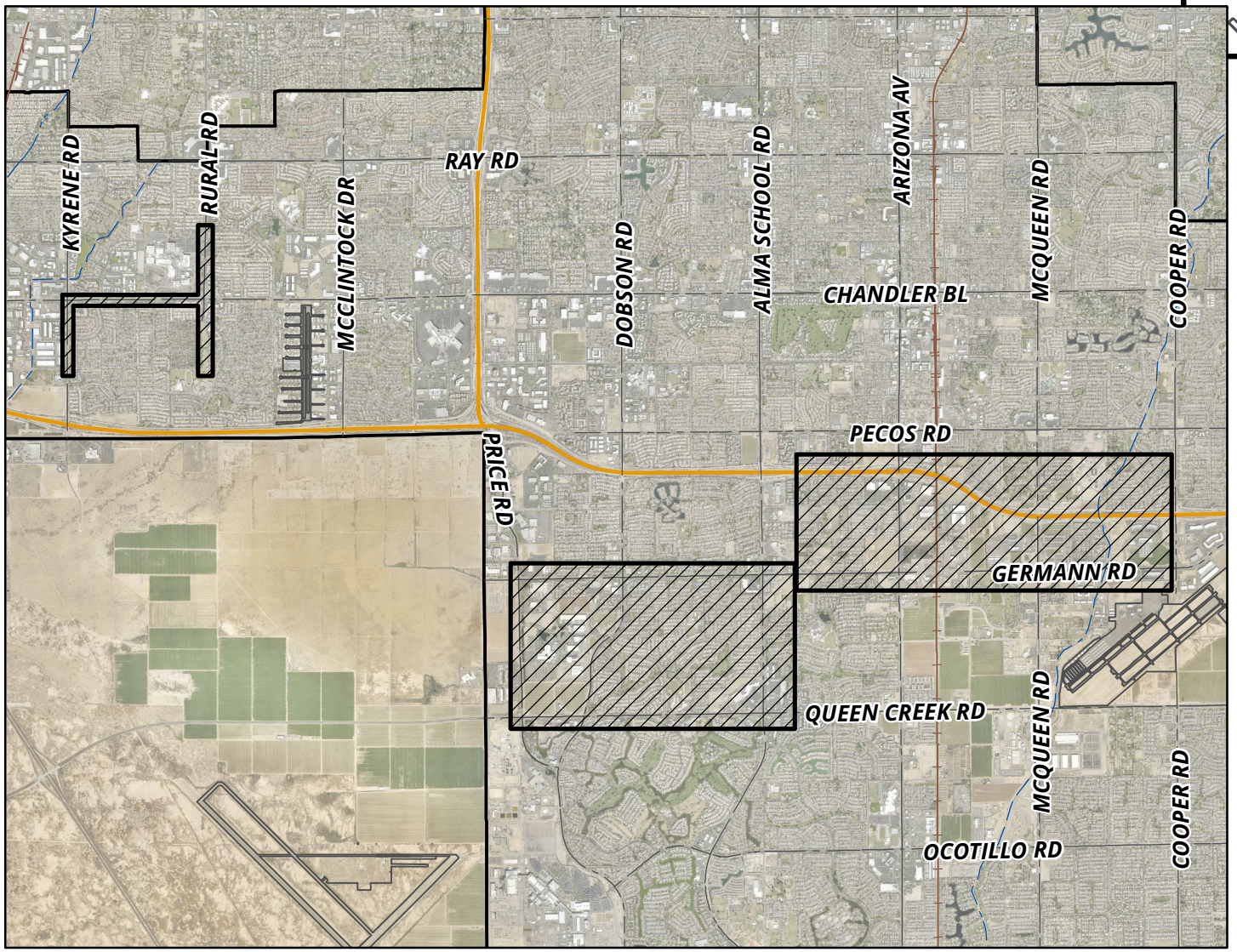
601.3820.6714.6WA023	Water Bond	Main & Valve Replacements	$442,400.00	Y	

Attachments

Location Map
Agreement - Entellus

GERMANN ROAD
WATERLINE CORRIDOR STUDY
PROJECT NO. WA2102.101





MEMO NO. CP22-031

PROJECT STUDY AREA

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CHANDLER arizona
Community of Innovation

PROFESSIONAL SERVICES AGREEMENT
Design Services
GERMANN ROAD WATERLINE CORRIDOR STUDY

Project No. WA2102.101

Council Date: August 26, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Entellus, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **GERMANN ROAD WATERLINE CORRIDOR STUDY** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **345** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$442,400** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	**Entellus, Inc.** **Physical Address:** 3033 N. 44th St., Ste. 250, Phoenix, AZ 85018 Mailing Address: [illegible] **Statutory Agent Name:** Tim Crall **Statutory Agent Physical Address:** 3033 N. 44th St., Ste. 250, Phoenix, AZ 85018 Statutory Agent Mailing Address: [illegible]
	Consultant's Authorized Project Representative **Name:** Bill Linck **Title:** President **Phone:** 602-244-2566 **Email:** linck@entellus.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to

verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses

(including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

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

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered.

Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

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

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control

and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession

and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or

contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Entellus, Inc.

William A Linck 8/2/21
Signature Date

William Linck
Print Name

President
Title

linck@entellus.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

SCOPE OF SERVICES

Exhibit A

Corridor Study Scope and Project Objectives

The City of Chandler's water distribution system consists of two water treatment plants (WTPs), the Pecos WTP and Santan Vista WTP, that provide 84 MGD of treatment and booster pumping capacity and dual water sources for system reliability across two pressure zones. The Pecos WTP is located along Pecos Road, east of McQueen Road in the City of Chandler and mostly serves the north and western portions of the City in Zone 1. An existing 48-inch Prestressed Concrete Cylinder Pipe (PCCP) transmission main conveys water from the Pecos WTP to the western portion of the City that generally follows along Pecos Road and the Loop 202 alignment to Kyrene Road. Recent condition assessments of the 48-inch transmission main showed that portions of the main were in various states of deterioration prompting the City to begin evaluating the long-term solution and eventual replacement of the transmission main due to its criticality to the distribution system.

Entellus will perform an alignment study for a new transmission main connecting from the Pecos WTP to the area near the Loop 101 that will connect to future facilities that will be installed in the area and serve as the primary conveyance main line, with the existing 48-inch PCCP transmission main as backup. Based on recent discussions with the City and recent high-level modeling and risk assessment by Black & Veatch, it is understood that Germann Road is the preferred alignment for the transmission main going west to Price Road. Entellus will identify alternative alignments for the portion of the transmission main from the Pecos WTP to Germann Road and evaluate their feasibility based on factors including but not limited to; existing utility conflicts, right-of-way, coordination with various entities (SRP, UPRR, ADOT, etc.), scheduling with other planned City improvement projects, and its overall impact to the water system based on results from hydraulic modeling scenarios. Entellus previously completed design of the Germann Road Improvements from Dobson Road to Arizona Avenue and construction administration of the McQueen Road Improvements from Pecos Road to Queen Creek Road. Entellus will utilize information from those projects to assist in this Project. Entellus will contract with Black & Veatch to assist with the hydraulic modeling analysis associated with this Project. The Project will also include a separate water study for the portion of the City's distribution system adjacent to the Intel property located at Chandler Boulevard and Rural Road. Findings and recommendations from the alignment study and modeling analyses will be summarized in a report that will include detailed descriptions of the alignment alternatives evaluations, results of the hydraulic modeling analysis, construction cost estimates of the recommended improvements, and a detailed conceptual design exhibits of the transmission main along the preferred alignment identified in the study.

Task Series 100 – Project Management Services

The Engineer will perform project management services as described in the following subtasks:

Task 101 - Manage Sub-Consultants

The Engineer will select and secure services of those firms providing specific or specialized design services for the Project as accepted by the City in the Engineer's fee proposal. The Engineer will prepare the scope of services performed by each sub-consultant and monitor the sub-consultant's work for timeliness and that it meets Project requirements. The Engineer will coordinate and incorporate any analysis, drawings, specifications, or other associated documents that are prepared by the sub-consultant(s) into the Project documents. The Engineer will review sub-consultant's progress payments for accuracy and completeness and make payments as provided in the sub-consultant's agreement.

Task 102 - Conduct Meetings

The Engineer will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the alignment study and hydraulic modeling analysis; and related issues that may affect Project results. The meetings or workshops will consist of the following:

- Kickoff Meeting
- Progress meetings with City staff
- Scheduled review meetings/workshops with City staff.
- Coordinate with Salt River Project (SRP), Arizona Department of Transportation (ADOT), and other stakeholders as necessary throughout the Project. It is anticipated that the Engineer will take the lead in coordinating with the various entities during the alignment Study. Permitting and approval from ADOT or others is not anticipated to be required as part of this Project.

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting and workshop.

Task 103 – Utility Coordination

The Engineer will obtain utility and as-built information from the City and other utility companies that are along the alignments included in the study for this Project. The Engineer may reach out to utility companies to obtain additional information on their facilities and discuss any impacts. Since this project is a study, plan submittals to utilities for conflict review is not anticipated. However, conceptual plans will be sent to utility companies to solicit input. Any meetings with utility companies are included in Task 102.

City Input:

The City will acknowledge the list of sub-consultants to be used by the Engineer and state any objection if necessary. The City will communicate with the sub-consultants through the Engineer.

The City will have representation at progress/review meetings and workshops and provide input and feedback.

Deliverables:

Meeting and workshop agenda and documentation of meeting results.

Task Series 200 – Alignment Study and Conceptual Design Services

This task series applies to the entire alignment of the transmission main from the Pecos WTP to the area near Germann Road and Price Road. An alignment study and conceptual design services will be performed for the proposed transmission main that will identify the transmission main's alignment, approximate number and locations of connections, valves and other appurtenances, property/easement needs, various requirements, constraints, criteria, options, decisions, and documentation.

Alignment study and conceptual design shall provide the following information:

- Proposed alignment and recommended locations for the proposed transmission main and its associated valves, appurtenances, and potential tie-in connections.
- Recommendation of the proposed transmission main's size, pipe material, depth, separation, and typical trench cross section.
- Identify potential crossings of the Loop 202 to Germann Road through existing or proposed sleeve casings.
- Property/easement requirements and costs for the proposed alignment, if applicable.
- Summary of basis of design, hydraulic modeling scenarios and analysis desired, and prior planning efforts supporting the Project.
- Evaluation of Project alignment alternatives and analysis of existing conditions.
- Determine tie-in connections of the transmission main along Germann Road at all major arterial intersections or as hydraulic modeling analysis recommends.
- Identify locations where the existing water lines connected to the 48-inch Pecos Road transmission main require rerouting.
- Conceptual design of the recommended transmission main alignment in plan and profile views with aerial backgrounds.
- Construction costs based on the recommendations identified in the study.
- Basis of Design Report showing above information, modeling results, exhibits, appendices, and other supporting documentation required to complete the Project.

The purpose for City review of the alignment study and conceptual design is to obtain agreement on the proposed alignment and define criteria, constraints, alternatives, property/easement needs, and any other special requirements for the Project and reserve the utility corridor.

Task 201 – Determine Existing Conditions

The proposed Project alignment will be analyzed through a series of investigations to understand the opportunities and constraints that may be imposed upon the future transmission main alignment and its conceptual design. The Engineer will conduct studies to evaluate existing conditions along the alignment including but are not limited to, geotechnical reports, land surveys, and utility surveys. Since the new transmission main is anticipated to be located within existing right-of-way, environmental reviews will be limited to identifying any special requirements during final design and construction. This effort should identify the alignment's general location and identify factors such as accessibility, existing utility conflicts, regulatory factors, etc., that are important considerations to the Project's alignment and modeling assumptions.

Task 202 - Prepare Hydraulic Modeling Analysis

The Engineer will coordinate with its subconsultant for this scope. See attached scope of work.

Task 203 - Conceptual Design of Transmission Main

The Engineer will prepare conceptual design exhibits of the transmission main alternatives. The conceptual design exhibits will include at minimum; the transmission main alignment shown in plan view with an aerial background, street labels, and dimensioning of existing utilities and rights-of-way. The exhibits will cover the entire alignment from the Pecos WTP to the connection point near the Germann Road and Price Road intersection and will identify major constraints and potential conflicts along the alignment. The exhibits of possible alignment alternatives will be shown in plan view only. The conceptual design of the preferred alternative will be shown on 40 scale plan and profile sheets. Annotation of the preferred alternative will be limited to identify the proposed pipe location, appurtenances, potential conflicts, and other basic information. The conceptual design exhibits are anticipated to be included in the Basis of Design Report as an appendix.

Task 204 – Water System Analysis at Chandler Boulevard and Rural Road

As part of this Project, the City has requested that a separate water analysis be conducted on the existing water system adjacent to the Intel property located at Chandler Boulevard and Rural Road. The purpose of this study is to evaluate the existing water lines, most of which are Asbestos Cement Pipe (ACP), that serve the property and develop a plan to replace the existing ACP lines while still providing uninterrupted water service to Intel and improving system resiliency. The study will determine additional water line alignments, sizes, and tie-in connections based on hydraulic modeling, and include a conceptual utility relocation plan to create a utility corridor within Chandler Boulevard. An overview of the findings and recommendations for water improvements adjacent to the property will be summarized into a

technical memorandum and will include any associated tables, figures, and attachments. The proposed water lines are anticipated to be shown on strip map exhibits. The City has indicated that additional sewer capacity may be needed in this area. The Engineer will include possible alignments of relief or replacement sewers on the strip map exhibits. The size of any sewer mains will be provided by the City. Conducting a sewer capacity analysis is not part of this project. The technical memorandum for the Intel property water analysis is anticipated to be included in the Basis of Design Report as an appendix.

Task 205 - Prepare an Opinion of Probable Cost for Construction

The Engineer will prepare an opinion of construction cost based on the conceptual design exhibits and other preliminary design information. Quantities will be approximated from conceptual design exhibits to develop estimated construction costs. The estimate of cost will include an appropriate amount of contingency that can be revised as more information becomes known. The contingency amount will be a single line item and based on historical experience and the expected difficulty of the Project. The opinion of construction costs is anticipated to be included in the Basis of Design Report as an appendix.

The Engineer will also prepare a separate opinion of construction costs for extending the existing 24-inch water line in Dobson Road south of Germann Road to Queen Creek and/or Ocotillo Road. The opinion of construction costs is anticipated to be included in the Basis of Design Report as an appendix.

Task 206 - Prepare Basis of Design Report

The Engineer will document the basis of design including the primary thought processes and assumptions behind alignment alternatives, modeling scenarios, and design decisions and provide the explanations of the ideas, logic, evaluations, concepts, and criteria that are considered important to the City.

Design computations, details of connections, etc., are not required as part of the basis of design, but general computations supporting decisions should be made.

The report will document the following information through narrative, tables, figures, and appendices as required:

- General alignment route and existing conditions
- Description of design
- Alignment alternatives and evaluation
- Identify existing and required right-of-way and easements
- Hydraulic modeling assumptions and results
- Existing utility information
- Identify potential utility relocations
- City or regulatory requirements
- Pipe material
- Cathodic protection

- Valves (locations, number, and type)
- Joint restraints
- Special instruction from the City (modeling assumptions, alignment preferences, etc.)
- Connection to existing system
- Construction cost estimates
- Conceptual design exhibits

It is anticipated that there will be a separate water analysis performed for the existing water improvements adjacent to the Intel campus. Results of this separate water analysis will be included in the Basis of Design Report as an appendix.

City Input:

The City will provide input on the alignment alternatives and existing data on City facilities or records in the corridor, including GIS files and as-built records.

The City will provide comments on the review of the Basis of Design Report.

Deliverables:

Conceptual Design Exhibits

Engineer's opinion of probable cost for construction from the conceptual design exhibits

Basis of Design Report

Task Series 300 – Allowances

Task 301 – Hydraulic Modeling

Entellus will utilize Black and Veatch to provide hydraulic modeling to support the development of the Basis of Design Report and alignment analysis. These services will be in accordance with the scope of services attached.

Task 302 – Potholing Allowance

The Engineer may perform utility potholes. During the conceptual design phase of the transmission main, the Engineer shall develop a suggested pothole list that identifies stationing and offset. The Engineer will provide the list to the City for review and concurrence. City approved potholes will be reimbursed from this Allowance.

Task 302 – Owner's Allowance

The Engineer will provide miscellaneous services as requested by the City for additional work as required to revise project limits, modify deliverables, conduct additional investigations, or provide additional information as needed to complete this scope of services.

Task 303 – Reimbursable Expenses

Reimbursable expenses have been identified for this assignment as follows:

- Mail and Courier
- Reproduction
- Scanning/Digitizing
- Special Meeting/Presentation
- Permit Review Fees

These items are considered project expenses that can be reimbursed by the City with a paid invoice or proof of purchase. Reimbursements will contain no markups.

END OF DOCUMENT

CITY OF CHANDLER – WA2102 GERMANN WATERLINE CORRIDOR STUDY

EXHIBIT "A"

SCOPE OF SERVICES

The City of Chandler (City) has requested Entellus, Inc. (Prime) and Black & Veatch (Consultant) to use the results of the Consultant's high-level analysis study of installing a new transmission main in Germann Road to complete a more detailed sensitivity analysis to optimize how best to convey Pecos WTP supply to southwest Chandler to meet potential additional large industrial customer demands.

Additionally, the City has requested the Prime and Consultant to evaluate other areas of the system including near the Rural WPF, Dobson and Queen Creek, and multiple connections along Pecos Road.

Task 100: Development of Alignment Alternatives Meeting

Consultant will meet with City and Prime to discuss potential alignment routes. It is assumed the results of the high-level study will be used as the starting point for this detailed analysis (new pipeline in Germann Road of similar diameter to that of the existing main in Pecos Road with connections at the mile streets OR at Price Road). It is anticipated that two alignment alternatives will be further evaluated in this study:

- Germann Road: East along Willis Road to McQueen Road, south along McQueen Road to Germann Road west to Price Road
- Germann Road: East along Willis Road crossing the freeway, south along Hamilton Street to Germann Road west to Price Road

Consultant will discuss the demands and distribution operating parameters to be evaluated in system modeling scenarios. It is anticipated the hydraulic analysis will evaluate the proposed Germann Road transmission main under the following conditions:

- Proposed transmission main will be constructed in Germann Road and will originate from the Pecos WTP (exiting the plant from the south) and will terminate at Price Road.
- Except for the removal of the Roosevelt and Frye Reservoirs from service and direct connection of the associated wells to the distribution system, no significant modifications to current system configurations will be included (i.e. modified Zone boundary or new RSS PRV(s)).
- All scenarios will be conducted under Buildout Maximum Day Demands with Large Industrial User Demand at current usage (10.4 mgd) and selected usage identified during high-level study.
- City will provide any information related demand adjustments at any other Industrial Users
- Sun Lakes emergency connections each at 1000 gpm at Alma School Road & Arizona Ave will be included.
- Between two to four southwest water production facilities (WPFs) will be in operation (Basha, Dobson South, Price South and Bush Way).

At the meeting, Consultant will create a matrix of potential modeling scenarios for existing and buildout conditions. City will approve the initial desired modeling scenarios to be completed as part of Task 200. It is assumed that the meetings will be teleconference held over Teams or Webex.

Task 200: Germann Road Transmission Main Model Updates and Hydraulic Performance Assessment

Consultant will update the City's current InfoWater model to include alignment alternatives not already included in the hydraulic model. The hydraulic model results will be used to confirm pipe sizes, pressures, flow rates, velocities, or impacts to water age in the transmission main and recommended connections to existing mains.

Consultant will evaluate up to twenty-four (24) scenarios of the system's performance of each pipeline alignment with the future Germann Road Transmission Main at various pipe diameters (24-inch, 36-inch, 42-inch and 48-inch) for the following system configurations. Each of the pipeline sizes alternatives will evaluate system performance under the above demand conditions following system configurations:

- Connecting the new transmission main at each mile street
- Connection only near the Pecos WTP and Price Road
- With the existing Pecos Road transmission main in service
- With the existing Pecos Road transmission main out of service
- With the existing Pecos Road transmission main at reduced diameter (i.e. assume Pecos Road transmission main has been slip lined)
- Extending the 24-inch main in Dobson Road that currently terminates near the Chuparosa Park incrementally to Queen Creek Road and ultimately to Ocotillo Road
- With different combinations of the four southwest water production facilities in operation (Basha, Dobson South, Price, South, and Bush Way); original high-level study assumed only two of the four in operation.

Consultant will determine the maximum demand that can be conveyed to the Large Industrial User under various system configurations above (German Transmission Main at 24-inch, 36-inch, 42-inch and 48-inch) without significantly impacting system performance.

Consultant will meet monthly (up to five (5) meetings anticipated) with City and Prime to review results of the hydraulic analysis. It is assumed that the meetings will be teleconference held over Teams or Webex. The model results will be summarized in graphical format. Consultant will provide figures to City for review. Based on feedback provided by City, Consultant will develop recommended alignments and sizing for the new Germann Road transmission main. Consultant will prepare graphic exhibits to illustrate proposed improvements.

Task 250: Miscellaneous Model Updates and Hydraulic Performance Assessment

Consultant will assist the Prime with additional miscellaneous hydraulic modeling support needed to identify recommended modifications or connections to the distribution. Initial additional modeling was identified, but not limited to, the following area:

- Potential alternative pipeline alignment, pipe sizing and connections near the Rural WPF
- Connection of the 24-inch line in Dobson at Queen Creek
- Connections along Pecos Road that will enable pipe currently connecting the Pecos Transmission Main to remain in service in the event the 42-inch or 48-inch main needs to be removed from service.

All scenarios will be run under Buildout Maximum Day Demand conditions. Discussion of results will occur during monthly meetings described in Task 200.

Additional hydraulic modeling scenarios beyond the anticipated effort may be performed as a supplemental service.

Task 300: Technical Memorandum

Consultant will prepare a Technical Memorandum documenting the modeling results. This memorandum will include a summary of the system evaluation and identified improvements / recommendations. The Technical Memorandum will be provided to City and Prime for review and comment.

After comments are received, Consultant will incorporate agreed upon comments and make necessary changes to the water system analysis and confirmed with the City. Full resolution of the City and Prime's comments will be made when the information from this Technical Memorandum is incorporated in the final report.

Task 400: General Management & Administration

Consultant will be responsible for coordination with the Prime's Project Manager and personnel to ensure the project schedule and budget is met. Consultant will review project progress and prepare and issue monthly progress reports as required for invoicing.

SCHEDULE

The overall schedule is anticipated to take up to 32 weeks from Notice to Proceed (NTP).

- Modeling Scenarios Development Meeting – two (2) weeks after NTP
- Hydraulic Model Updates & Hydraulic Performance Assessment – twenty (20) weeks after scenario development meeting
- Draft Letter Memorandum – four (4) weeks after hydraulic modeling completion
    - City review period of draft memo – two (2) weeks
- Final Letter Memorandum – four (4) weeks after receipt of City comments

BUDGET

See attached Level of Effort, Exhibit B.

SUPPLEMENTAL SERVICES

Any additional work requested by City that is not included in this scope of services will be treated as supplemental services. The scope and fee associated with these additional supplemental services shall be agreed upon by City, Prime, and Consultant generally before the work is performed.

Germann Waterline Corridor Study
City of Chandler Project No. WA2102.101

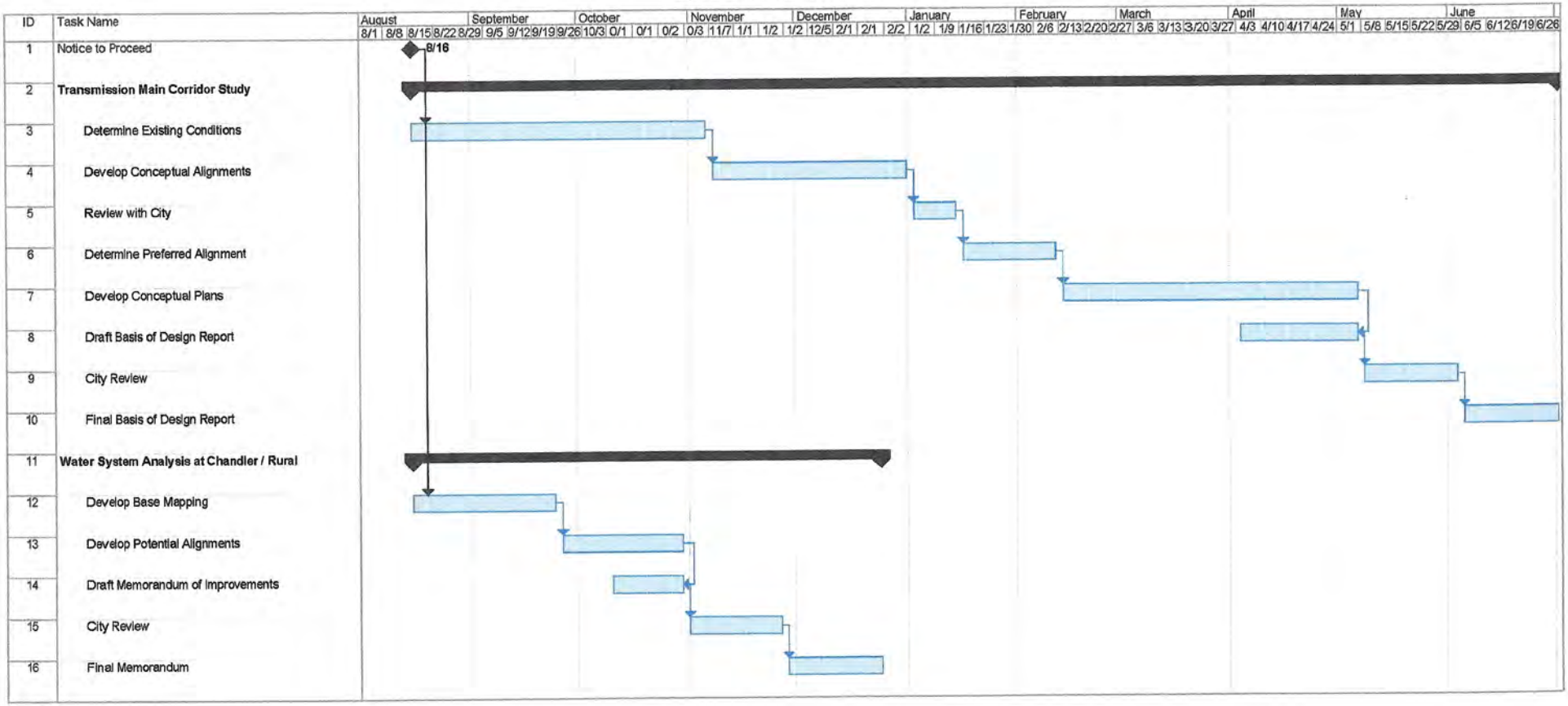

EXHIBIT "B"
COMPENSATION AND FEES

Entellus
3033 N 44th Street, Ste. 250, Phoenix, AZ 85018
(602) 244-2566 www.entellus.com

EXHIBIT "B-1"
Lump Sum Cost Per Task

	TASK DESCRIPTION			SUBTOTAL
Task 100 Project Management Services				**$ 39,055.00**
101	Manage Sub-Consultants	$	9,280.00	
102	Conduct Meetings	$	25,915.00	
103	Utility Coordination	$	3,860.00	
Task 200 Alignment Study and Conceptual Design Services				**$ 237,990.00**
201	Determine Existing Conditions	$	82,560.00	
202	Hydraulic Modeling Analysis	$	-	
203	Transmission Main Conceptual Design	$	81,250.00	
204	Water System Analysis at Chandler and Rural	$	30,980.00	
205	Opinion of Probable Cost for Construction	$	14,100.00	
206	Basis of Design Report	$	29,100.00	
Task 300 Allowances				**$ 165,355.00**
301	Hydraulic Modeling	$	105,355.00	
302	Potholing Allowance	$	20,000.00	
303	Owner's Allowance	$	35,000.00	
304	Reimbursable Expenses	$	5,000.00	
	TOTAL COST:			**$ 442,400.00**

Germann Waterline Corridor Study
Fee Proposal

Work Item Description	Project Principal Tim Crail $225	Sr. Project Manager Bill Linck $200	Project Engineer Mark Slater $150	EIT Nicole Calabrese $115	Sr. Designer Jesse Emel $135	CAD Tech Jan Bitoon $85	Project Coord/ Admin Patti Aguila $75	Survey Manager RLS Dan Francetic $175	Survey RLS Erick Welch $120	Survey Crew Vega / Poore $150	TOTAL HOURS	DIRECT COSTS	TOTAL COST
Project Management Services											**276**		**$39,055.00**
Manage Sub-Consultants		12	24		12	16	4				68		$9,280.00
Conduct Meetings													
Project Kickoff Meeting		2	4				2				8		$1,150.00
Progress Meetings (assume 5 meetings)		10	20	8			5				43		$6,295.00
Review Meetings / Workshops (assume 2 meetings)		4	8	8			2				22		$3,070.00
Coordination with ADOT / SRP / other stakeholders		8	12	20			4				44		$6,000.00
Interim Coordination with City (assume 6 hours per month)		32	16				8				56		$9,400.00
Utility Coordination													
Obtain Utility Maps / As-Builts					8	16					24		$2,440.00
Submit Conceptual Plans to Utility Companies		1	2	8							11		$1,420.00
Alignment Study and Conceptual Design Services											**2010**		**$237,990.00**
Determine Existing Conditions													
Control Survey								10	26	52	88		$12,670.00
Above Ground Utility Survey								10	32	90	132		$19,090.00
Develop Base Mapping		1	2		80	160					243		$24,900.00
Determine Existing Right-of-Way / Easements		1	2		40	120		8	24		195		$20,380.00
Geotechnical / Soils Review		2	8	20							30		$3,900.00
Environmental / Cultural / Historic Conditions Review		2	2	8							12		$1,620.00
Hydraulic Modeling Analysis (See attached proposal)											0		$0.00
Transmission Main Conceptual Design													
Develop Potential Alignments	2	12	16	40	20	40					130		$15,950.00
Develop Conceptual Plan & Profile Sheets of Preferred Alternative	4	40	40	120	120	240					564		$65,300.00
Water System Analysis at Chandler Boulevard and Rural Road													
Develop Base Mapping		1	1		24	60					86		$8,690.00
Develop Potential Alignments		4	8	24	16	40					92		$10,320.00
Identify Connections		2	4	12	4	8					30		$3,600.00
Develop Memorandum of Proposed Improvements	2	8	12	20	12		8				62		$8,370.00
Opinion of Probable Cost for Construction													
Transmission Main Estimates		4	8	20	8	20					60		$7,080.00
ACP Waterline Replacement Estimates		4	4	8	4	12					32		$3,880.00
Dobson Road Waterline Extension Estimates		2	4	8	4	8					26		$3,140.00
Basis of Design Report	8	24	40	80	20	40	16				228		$29,100.00
Allowances											**0**		**$165,355.00**
Hydraulic Modeling											0	$ 105,355.00	$105,355.00
Potholing Allowance											0	$ 20,000.00	$20,000.00
Owner's Allowance											0	$ 35,000.00	$35,000.00
Reimbursable Expenses											0	$ 5,000.00	$5,000.00
TOTAL TIME	16	176	237	404	372	780	49	28	82	142	**2286**		
TOTAL BASE FEE (Subtotal)													$277,045.00
TOTAL ALLOWANCES (Subtotal)													$165,355.00
TOTAL FEE													**$442,400.00**

BLACK & VEATCH

EXHIBIT "B"
WA2102 - Germann Waterline Corridor Study
FEE SCHEDULE

Task	Description	Cost
1	**Development of Alignment Alternatives Meeting**	
1.1	Development of Alignment Alternatives Meeting	$ 4,640.00
	SUBTOTAL TASK 1:	**$ 4,640.00**
2	**Model Updates and Hydraulic Performance Assessments**	
2.1	Germann Road TM Model Updates and Hydraulic Performance Assessn	$ 51,470.00
2.2	Miscellaneous Model Updates and Hydraulic Performance Assessment	$ 13,015.00
	SUBTOTAL TASK 2:	**$ 64,485.00**
3	**Technical Memorandum**	
3.1	Technical Memorandum	$ 30,215.00
	SUBTOTAL TASK 3:	**$ 30,215.00**
4	**Project Management & Administration**	
4.1	Project Management & Administration	$ 6,015.00
	SUBTOTAL TASK 3:	**$ 6,015.00**
SUBCONSULTANTS		
(none)		$ -
	SUBTOTAL SUBCONSULTANTS:	**$ -**
ALLOWANCES		
Direct Expense Allowance		$ -
Owner's Allowance		$ -
	SUBTOTAL ALLOWANCES:	**$ -**
	PROJECT TOTAL, with Allowances:	**$ 105,355.00**

Notes:
1. Expenses include delivery such as courier, Fed Express / UPS, travel costs, including meals, lodging, and travel mileage at IRS approved rates, reproduction (printing, reproduction of deliverables).
2. The level of effort estimate is based on data currently provided by the City. Unforseen conditions which require additional Engineer / subconsultant services will be considered as supplemental services that will be performed following scopes of services and level of effort negotiations as required and approval by the City.

Owner: Entellus - City of Chandler

Project: WA2102 - Germann Waterline Corridor Study

PHASE/Task		Sr. Project Director	Sr. Project Manager	Sr. Specialist / QA/QC	Planning Sr. Engineer	Planning Engineer	Admin	SUBTOTAL, hours	SUBTOTAL, Billings $	SUBTOTAL, EXPENSES	SUBTOTAL, SUBS	TOTAL Billings
		Jackson	Caruso	Laptos	Thigpen	Azarian	Various					
(Billing Rate, $$,Hr.)		$255.00	$220.00	$215.00	$190.00	$140.00	$100.00					
WORK BREAKDOWN STRUCTURE	**PHASE**											
Development of Alignment Alternatives Meeting	0100	-	4	-	8	16	-	28	$ 4,640	$ -	$ -	$ 4,640
Germann Road TM Model Updates and Hydrauli	0200	2	32	-	72	216	-	322	$ 51,470	$ -	$ -	$ 51,470
Miscellaneous Model Updates and Hydraulic Pe	0250	1	6	-	16	60	-	83	$ 13,015	$ -	$ -	$ 13,015
Technical Memorandum	0300	1	22	8	44	96	16	187	$ 30,215	$ -	$ -	$ 30,215
Project Management & Administration	0400	1	12	-	8	-	16	37	$ 6,015	$ -	$ -	$ 6,015
Total, Hours		**5**	**76**	**8**	**148**	**388**	**32**	**657**				
Total, Billings		**$ 1,275**	**$ 16,720**	**$ 1,720**	**$ 28,120**	**$ 54,320**	**$ 3,200**		**$ 105,355**	**$ -**	**$ -**	**$ 105,355**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP22-023

Date: August 26, 2021

To: Mayor and Council

Thru: Joshua H. Wright, City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Sandra Story, Engineering Project Manager

Subject: Professional Services Agreement No. WW1901.105, with Rider Levett Bucknall, Ltd., for the Reclaimed Water Interconnect Facility Cost Estimating Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WW1901.105, to Rider Levett Bucknall, Ltd., for the Reclaimed Water Interconnect Facility Cost Estimating Services, in an amount not to exceed $58,751.12.

Background/Discussion:

On February 11, 2021, City Council approved a contract to begin design on the Reclaimed Water Interconnect Facility (RWIF) using advanced membrane water treatment technologies to treat surface water from both Salt River Project and Colorado River sources to A+ standard. The additional reclaimed water supply produced from this facility will be used to supplement the City's groundwater recharge efforts as well as supply additional water for industrial cooling at Intel's expanded facilities.

This project scope of work consists of preparation of a cost review of the Guaranteed Maximum Price packages for the RWIF that includes a raw water pump station, self-cleaning strainers, membrane basins, blower building, chemical feed facilities, chlorine contact basins, and related interconnecting piping. The contract completion time is 240 calendar days following Notice to Proceed. This project will be partially funded by Arizona Department of Revenue (ADOR) and Intel.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. Staff recommends approval of this agreement with Rider Levett Bucknall, Ltd., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

This project is Public Infrastructure Improvement Project No. 4, to be split 50/50 between the City of Chandler and Intel. The terms of the Public Infrastructure Master Agreement between Intel and the City, dated May 24, 2019, allow the City to seek reimbursement of Intel’s 50% share, funded 80% by the Arizona Department of Revenue and 20% by Intel.

Fiscal Impact

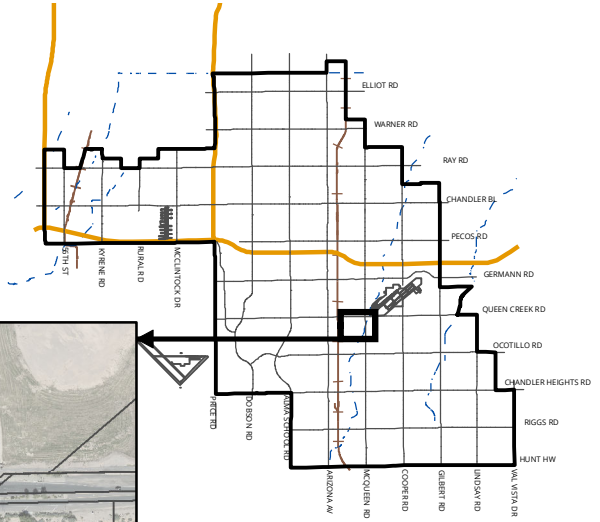
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
610.3910.6817.6WW189	Reclaimed Water Reserve	Effluent Reuse - ASR Wells	$58,751.12	Y

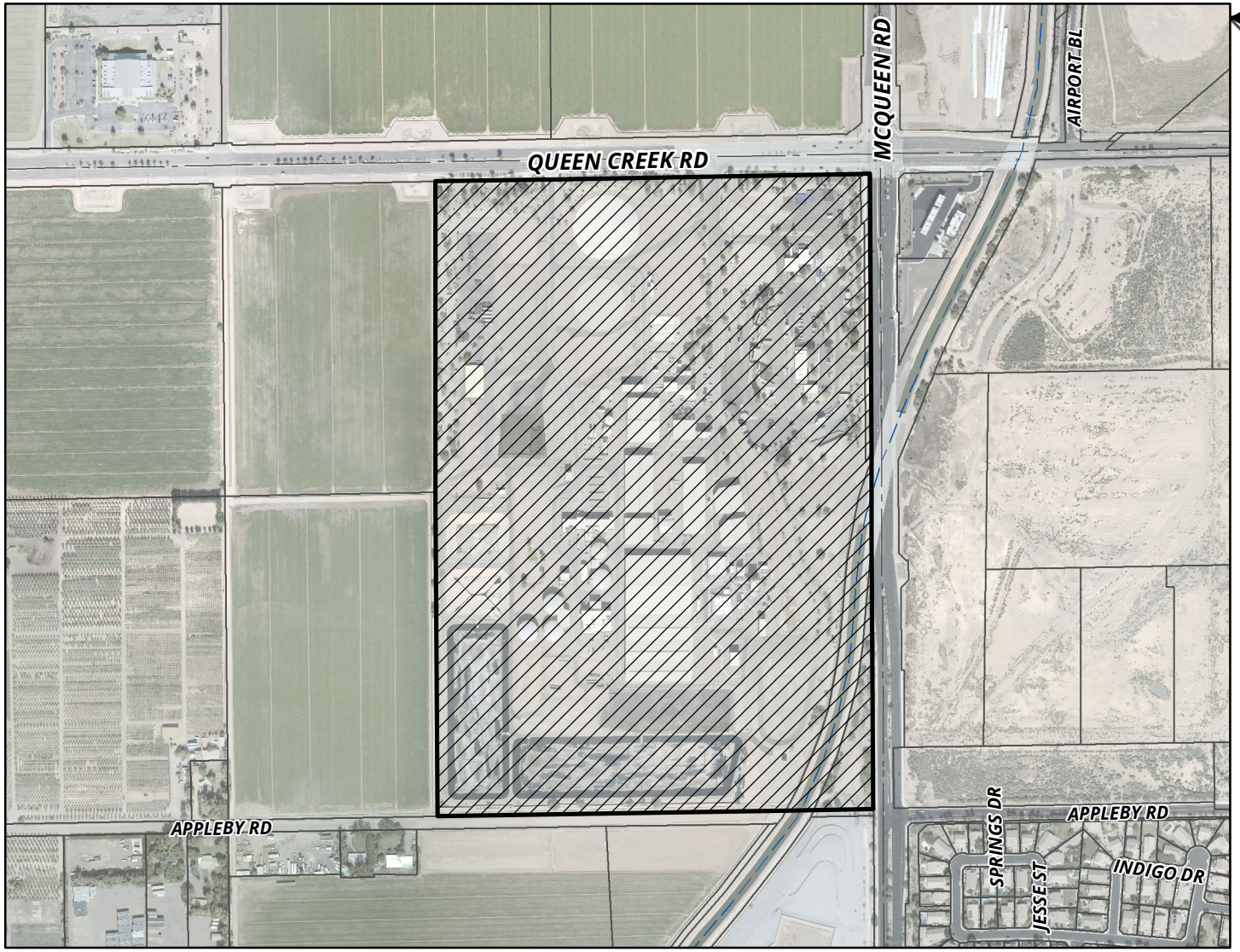
Attachments

Location Map
Agreement - Rider Levett Bucknall

CHANDLER arizona

RECLAIMED WATER INTERCONNECT FACILITY - COST ESTIMATING SERVICES PROJECT NO. WW1901.105





MEMO NO. CP22-023

PROJECT SITE

NTS

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CHANDLER
arizona
Community of Innovation

PROFESSIONAL SERVICES AGREEMENT
Cost Estimating Services
RECLAIMED WATER INTERCONNECT FACILITY - COST ESTIMATING SERVICES
Project No. WW1901.105
Council Date: August 26, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Rider Levett Bucknall Ltd.**, a Hawaii corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Cost Estimating Services for **RECLAIMED WATER INTERCONNECT FACILITY - COST ESTIMATING SERVICES** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **240** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$58,751.12** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	**Rider Levett Bucknall Ltd.** **Physical Address:** 4343 E. Camelback Rd., Ste #350, Phoenix, AZ 85018 Mailing Address: (if different than physical address) **Statutory Agent Name**: **Statutory Agent Physical Address**: 4343 E. Camelback Rd., Ste #350, Phoenix, AZ 85018 Statutory Agent Mailing Address: (if different than physical address)
	Consultant's Authorized Project Representative **Name:** Scott J Macpherson **Title:** Executive Vice President **Phone:** 602-43-4848 (office), 602-321-8104 (cell) **Email:** scott.macpherson@us.rlb.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to

verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses

(including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

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

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered.

Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

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

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control

and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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

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

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession

and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or

contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

MAYOR

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney BM

ATTEST:

City Clerk Seal

"CONSULTANT"
Rider Levett Bucknall Ltd.

8.2.2021
Signature Date

Scott J. MacPherson
Print Name

Executive Vice President
Title

Scott.macpherson@us.rlb.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

RLB | Rider Levett Bucknall

4343 East Camelback Road
Suite 350
Phoenix, Arizona 85018

T: +1 602 443 4848
F: +1 602 443 4849

EXHIBIT "A" – SCOPE OF SERVICES
Engineering/Design Consultant/Project Agreement

1. Description of Project.

The project is a small membrane water treatment facility at the Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road. The treated water will be delivered to the reclaimed water distribution system and the City's aquifer storage facilities at Veteran Oasis Park, located at 4050 E. Chandler Heights Road, and Tumbleweed Park, located at 2250 S. McQueen Road. The intent of the project is to optimize the use of the City's water resources by recharging additional water into the groundwater aquifer beneath the City to enhance the sustainability of the aquifer and provide resilience of the City's water system in case of drought.

The scope includes components on the AWRF project site including Raw Water Pump Station (canal intake structure is not included as it is by SRP), Self Cleaning Strainers, Membrane Basins, Blower Building, Chemical Feed Facilities, Chlorine Contact Basin, and related interconnecting piping.

The City of Chandler is planning to use CM@Risk for pre-construction and construction services, and will require the CM@Risk to cooperate with the Engineer throughout the pre-construction and construction phases. Both the Engineer and the CM@Risk will be a part of the Design/Constructability Team working together to develop the design that best meets the City's needs and budget.

The City receives and treats wastewater from over 260,000 residents. Wastewater is treated to produce A+ quality reclaimed water, which is delivered through the City's reclaimed water distribution system for several beneficial uses including irrigation of golf courses, parks, and neighborhood common areas, industrial cooling water supply, and recharge of the aquifer for gaining groundwater storage credits. As demand for reclaimed water increases, staff is considering alternatives to supplement the reclaimed water supply. A feasibility study was recently completed to evaluate a concept to utilize the Salt River Project (SRP) canal adjacent to the Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road, to deliver a small volume of the City's Salt River and Colorado River water supplies to a new treatment facility located at the AWRF site to supplement current reclaimed water supplies. This added supply will meet growing demands, allow for annual storage and recovery of SRP water, increase underground recharge, and enhance the wildlife habitats at Veterans Oasis Park. Using advanced membrane treatment technology, this new process could treat up to 10 million gallons per day (MGD). The system would be designed and constructed at the AWRF and utilize the existing reclaimed water infrastructure for distribution. Capacity of this 10 MGD will be shared equally with Intel Corporation, with the City's portion being used for groundwater recharge and to enhance the wildlife habitats at Veterans Oasis Park. Intel's portion will be used for Industrial cooling at their microchip production facilities in south Chandler. Cost for this project will also be split equally between the City and Intel.

EXHIBIT "A" – SCOPE OF SERVICES

The City of Chandler is using CM@Risk (McCarthy Building Companies, Inc.) for pre-construction and construction services, and will require the CM@Risk to cooperate with the Project Designer throughout the pre-construction and construction phases of the Project.

Both the Project Designer and the CM@Risk will be a part of the Design/Constructability Team working together to develop the design that best meets the City's needs and budget.

The City's selected CM@Risk is to provide **pre-construction and construction services**, including but not limited to, plan conflict reviews, constructability reviews, value engineering, assistance with design and utility coordination, scheduling, traffic control plans, coordination of contract documents, and development of a guaranteed maximum price.

Rider Levett Bucknall's scope of work is as follows:

GMP #1 (anticipated to be August 2021 thru September 2021)

Provide third-party independent peer review (written report) of proposed GMP #1 prepared and submitted to the Owner by the selected CM@Risk. Work with appropriate members of the project team, including but not limited to, the Owner, Design Professional(s), and selected CM@Risk to resolve any issues/concerns identified within the peer review report.

Review, analyze and provide a written report on the proposed project schedule prepared by the selected CM@R. Work with appropriate members of the project team, including but not limited to, the Owner, Design Professional(s), and selected CM@Risk to resolve any issues/concerns identified within the schedule report.

GMP #2 (anticipated to be February 2022 thru March 2022)

Provide third-party independent peer review (written report) of proposed GMP #2 prepared and submitted to the Owner by the selected CM@Risk. Review to include any proposed self-performed scopes of work and associated cost(s). Work with appropriate members of the project team, including but not limited to, the Owner, Design Professional(s), and selected CM@Risk to resolve any issues/concerns identified within the peer review report.

Review, analyze and provide a written report on the proposed project schedule prepared by the selected CM@R. Work with appropriate members of the project team, including but not limited to, the Owner, Design Professional(s), and selected CM@Risk to resolve any issues/concerns identified within the schedule report.

Exclusions

Review of any Cost Estimates prepared by the selected CM@R outside of the GMP #1 and GMP #2 deliverables.

Preparation of full independent third-party construction cost estimates.

Calculation of applicable tax credits (if any).

Review of existing executed contracts beyond requirement to support above deliverables.

Any additional reviews specific to comments from Intel

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION			SUBTOTAL
1. Peer Review (GMP #1)			**$ 12,899.56**
	General Administration & Coordination including Meeting Attendance & One (1) Site Visit	$ 3,900.97	
	Review GMP #1 Submitted by CM@R	$ 7,599.11	
	Prepare Report w/ Findings (Included in Task 1.2 Hours)	Incl	
	Review Findings, Issue Final Report	$ 1,399.48	
2. Independent Schedule Review & Analysis (GMP #1)			**$ 8,031.80**
	General Administration & Coordination including Meeting Attendance during Precon	$ 2,677.27	
	Review and Analyze Project Schedule, Prepare & Publish Findings	$ 5,354.53	
3. Peer Review (GMP #2) including Review of Proposed Self-Performed Scopes & Associated Cost(s)			**$ 25,772.06**
	General Administration & Coordination including Meeting Attendance & One (1) Site Visit	$ 6,936.55	
	Review GMP #2 Submitted by CM@R	$ 16,036.55	
	Prepare Report w/ Findings (Included in Task 1.2 Hours)	Incl	
	Review Findings, Issue Final Report	$ 2,798.96	
4. Independent Schedule Review & Analysis (GMP #2)			**$ 12,047.70**
	General Administration & Coordination including Meeting Attendance during Precon	$ 2,677.27	
	Review and Analyze Project Schedule, Prepare & Publish Findings	$ 9,370.43	
		TOTAL COST:	**$ 58,751.12**

EXHIBIT "B-2"
Hours and Rates

TASK DESCRIPTION	Senior Vice President	Senior Project Manager(s) / Scheduler(s)	Senior Cost Manager(s)	Cost Manager(s)	< PROJECT ROLE	
	Scott Macpherson	*Josh Marks, Jesse Zunke, Michael Vaughan*	*Peng Yue, Ruben Morales*	*Camden Nixon, Robin Kankerwal*	*< NAME OF PERSON*	
	$280.57	$167.33	$141.98	$108.17	< HOURLY RATES	
					TOTAL HOURS PER TASK	
1. Peer Review (GMP #1)	**7**	**18**	**36**	**26**		**87**
General Administration & Coordination including Meeting Attendance & One (1) Site Visit	2	8	8	8	*26*	
Review GMP #1 Submitted by CM@R	4	8	24	16	*52*	
Prepare Report w/ Findings (Included in Task 1.2 Hours)	Incl	Incl	Incl	Incl	*Incl*	
Review Findings, Issue Final Report	1	2	4	2	*9*	
2. Independent Schedule Review & Analysis (GMP #1)	**0**	**48**	**0**	**0**		**48**
General Administration & Coordination including Meeting Attendance during Precon	0	16	0	0	*16*	
Review and Analyze Project Schedule, Prepare & Publish Findings	0	32	0	0	*32*	
3. Peer Review (GMP #2) including Review of Proposed Self-Performed Scopes & Associated Cost(s)	**14**	**36**	**84**	**36**		**170**
General Administration & Coordination including Meeting Attendance & One (1) Site Visit	4	16	16	8	*44*	
Review GMP #2 Submitted by CM@R	8	16	60	24	*108*	
Prepare Report w/ Findings (Included in Task 1.2 Hours)					*0*	
Review Findings, Issue Final Report	2	4	8	4	*18*	

4. Independent Schedule Review & Analysis (GMP #2)	**0**	**72**	**0**	**0**	**72**	
General Administration & Coordination including Meeting Attendance during Precon	0	16	0	0	*16*	
Review and Analyze Project Schedule, Prepare & Publish Findings	0	56	0	0	*56*	
TOTAL HOURS:	21	174	120	62	**377**	

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Jennifer Aguirre
PHONE (A/C, No, Ext): (510) 465-3090 **FAX (A/C, No):**
E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyd's, London	
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D : National Fire Insurance of Hartford	20478
INSURER E :	
INSURER F :	

INSURED
Rider Levett Bucknall Ltd.
4343 East Camelback Road Suite 350
Phoenix, AZ 85018
(602) 443-4848
RIDERLEVE

COVERAGES **CERTIFICATE NUMBER:** 1797430082 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	6081506211	9/1/2020	9/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	6081506225	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	6081506256	9/1/2020	9/1/2021	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6081506242 6081506239	9/1/2020 9/1/2020	9/1/2021 9/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B	Cyber Liability Professional Liability			ESJ0220923370 MCH591903707	9/1/2020 9/1/2020	9/1/2021 9/1/2021	Per Claim Annual Aggregate	$1,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is follow-form to it's underlying policies: General Liability/Auto Liability/Employers Liability.
Project No. WW1901.105 - RECLAIMED WATER INTERCONNECT FACILITY --
The City of Chandler, its officers, officials, agents and employees are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract or agreement. General Liability is Primary/Non-Contributory and severability of interests per policy form wording.
Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

City of Chandler
Public Works & Utilities Department
Attn: City Engineer
P.O. Box 4008, Mail Stop 407
Chandler AZ 85244-4008

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, 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 subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. 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; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

20020005460755215544738

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury**, **property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: RIDER LEVETT BUCKNALL LTD.

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

(1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

(2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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EXTENDED COVERAGE - BA PLUS - FOR HIRED AND NON-OWNED AUTOS

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

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I. AMENDMENTS TO LIABILITY COVERAGE

A. Amendments to Who Is An Insured

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Who Is An Insured** is amended to add the following:

1. Majority Owned Corporations

Any incorporated entity in which you own a majority of the voting stock on the inception date of this Coverage Form is an **insured**, but only if such entity is not an **insured** under any other liability "policy" that provides **auto** coverage.

2. Newly Acquired Organizations

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Any organization you newly acquire or form during the policy period, other than a limited liability company, partnership or joint venture, and in which you maintain majority ownership interest is an **insured**, but only if such organization is not an **insured** under any other liability "policy" that provides **auto** coverage. The insurance afforded by this provision:

a. Is effective on the date of acquisition or formation of the organization, and applies until:

(1) The end of the policy period of this Coverage Form; or

(2) The next anniversary of this Coverage Form's inception date,

whichever is earlier; and

b. Does not apply to **bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization.

3. Additional Insureds Required By Written Contract

Any person or organization that you are required by written contract to make an additional insured under this insurance is an **insured**, but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an **insured** for Liability Coverage under **SECTION II - WHO IS AN INSURED** of this Coverage Form.

4. Employee-Hired Autos

Any **employee** of yours is an **insured** while operating with your permission an **auto** hired or rented under a contract in that **employee's** name, while performing duties related to the conduct of your business.

With respect to provisions **A.1.** and **A.2.** above, "policy" includes those policies that were in force on the inception date of this Coverage Form, but:

i. Which are no longer in force; or

ii. Whose limits have been exhausted.

B. Increased Loss of Earnings Allowance

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Supplementary Payment** subparagraph **(4)** to delete the $250. a day limit for loss of earnings and replace it with a $500. a day limit.

C. Fellow Employee Coverage

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Fellow Employee**.

II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE

A. Increased Loss of Use Expense

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Loss of Use Expenses** to delete the maximum of $600., and replace it with a maximum of $800.

B. Broadened Electronic Equipment Coverage

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Exclusions** is amended to delete paragraphs **5.a** through **5.d.** in their entirety, and replace them with the following:

5. Exclusions **4.c.** and **4.d.** above do not apply to **loss** to any electronic equipment that at the time of **loss** is:

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a. Permanently installed in or upon a covered **auto**, nor to such equipment's antennas or other accessories used with such equipment. A $100 deductible applies to this provision, and supersedes any otherwise applicable deductible; or

b. Designed to be operated solely by use of the power from the **auto's** electrical system and is:

(1) Removable from a housing unit which is permanently installed in or upon the covered **auto**;

(2) An integral part of the same unit housing any electronic equipment described in paragraphs **a.** or **b.(1)** above; or

(3) Necessary for the normal operation of the covered **auto** or the monitoring of the covered **auto's** operating system.

III. AMENDMENTS TO BUSINESS AUTO CONDITIONS

A. Knowledge of Accident or Loss

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph **a.(4)**:

(4) If your **employees** know of an **accident** or **loss**, this will not mean that you have such knowledge until such **accident** or **loss** is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

B. Knowledge of Documents

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph **b.(6)**:

(6) If your **employees** know of documents concerning a claim or **suit**, this will not mean that you have such knowledge until such documents are known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

C. Waiver of Subrogation

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

D. Unintentional Failure To Disclose Hazards

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Concealment, Misrepresentation or Fraud** is amended to add the following:

Your failure to disclose all hazards existing on the inception date of this Coverage Form shall not prejudice you with respect to the coverage provided by this insurance, provided such failure or omission is not intentional.

E. Primary and Non-Contributory When Required By Contract

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Other Insurance** is amended to add the following:

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Notwithstanding provisions **5.a.** through **5.d.** above, the coverage provided by this Coverage Form shall be on a primary and non-contributory basis when required to be so by a written contract entered into prior to **accident** or **loss**.

IV. AMENDMENTS TO DEFINITIONS

A. Broadened Bodily Injury

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, mental anguish or mental injury sustained by that person which results as a consequence of the physical injury, sickness or disease.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: RIDER LEVETT BUCKNALL LTD.

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One** - **Workers' Compensation Insurance G. Recovery From Others** and **Part Two** - **Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Insurer with information on the time, place and nature of the **claim**;

3. immediately forward to the Insurer all documents that the **Insured** receives in connection with the **claim**;
4. fully cooperate with the Insurer or the Insurer's designee in the defense of a **claim**, including but not limited to assisting the Insurer in: the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to the **Insured**. The **Insured** shall attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses;
5. refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense, without the Insurer's prior written approval; and
6. pay the Deductible amount when due.

After the **Insured** reports a **circumstance** or a **claim** is made and the **Insured** has the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, the **Insured** shall only do so with the Insurer's prior written consent.

C. The **Insured's** Rights and Duties in the Event of a **Circumstance**

If the **Insured** reports a **circumstance** for which there may be coverage under this Policy, and the **Insured** gives the Insurer written notice containing as much detail as the Insurer can reasonably provide regarding:

1. what happened and the **professional services** or activities the **Insured** performed;
2. the nature of any possible injury or damages; and
3. how and when the **Insured** first became aware of such **circumstance**;

then any **claim** or **related claims** that subsequently may be made against the **Insured** arising out of such **circumstance** shall be deemed to have been made on the date the Insurer received written notice of the **circumstance**.

The **Insured** will cooperate with the Insurer in addressing the **circumstance**, and refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without the Insurer's prior written approval.

D. Subrogation

If any **Insured** has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of the Insurer's payment. The **Insured** must do everything necessary to secure these rights and must do nothing after a **claim** is made to jeopardize them. The Insurer hereby waives subrogation rights against the **Insured's** client to the extent that the **Insured** had a written agreement to waive such rights prior to a **claim** or **circumstance**.

E. Premium

All premium charges under this Policy will be computed according to the rules, rates and rating plans that apply at the effective date of the current **policy term**.

F. Examination and Audit

The **Insured** agrees to allow the Insurer to examine and audit the **Insured's** financial books and records that relate to this insurance. The Insurer may do this at any time during the **policy term** or any extensions, and up to three years after the end of the **policy term**.

G. Legal Action Limitation

1. The **Insured** agrees not to bring any legal action against the Insurer concerning this Policy unless the **Insured** has fully complied with all the provisions of this Policy.

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CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services Memo No.** 22-006

Date:	August 26, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Management Services Director Matthew Dunbar, Budget Manager
From:	Julie Buelt, Senior Financial Analyst
Subject:	Public Hearing - Results of Biennial Impact Fee Audit

Background/Discussion

In 2011, the Arizona State Legislature enacted SB 1525, which overhauled the State's program for determining and using impact fees (also called system development fees). The new legislation required cities to develop and publish Land Use Assumptions (LUA) and an Infrastructure Improvement Plan (IIP) to support the calculation of impact fees, as well as requiring each City to either form an advisory committee or conduct a biennial audit to validate the collection and use of impact fees. If the biennial audit option is selected, the results of the audit must be presented in a public hearing.

The Management Services Department engaged Heinfeld, Meech and Co. (Heinfeld Meech) to conduct the audit for the period covering July 1, 2018 through June 30, 2020. Representatives from the firm collected pertinent records and submitted a final report on August 8, 2021. This is the third biennial audit required by state statutes, with Heinfeld Meech performing each of the audits.

Audit Results
Heinfeld Meech performed six procedures as part of their engagement:

1. Compared growth projections for 2019 and 2020 related to dwelling units, population, and the various commercial square footage units as reported in the IIP to actual results for the proportionate 10-year projections.
2. Obtained a City-prepared report documenting the progress of each project identified in the IIP and performed the following procedures:
    - Agreed expenditures as of June 30, 2020, to the underlying accounting records; and
    - Agreed amounts reported as estimated costs to complete to underlying accounting records.
3. Selected a sample of 80 building permits issued and determined impact fees were charged in accordance with authorized fee schedules and that each permit holder was charged the same rate as another equivalent permit holder.
4. Selected a sample of 50 expenditures and determined that the expenditures were associated with an approved project in the City's IIP.
5. Evaluated any inequities in implementing the plan or imposing the impact fee through recalculating impact fees at the transaction level for the sample mentioned in procedure #3 above.
6. Determined that there were no instances in which the City waived impact fees, except as allowed for under A.R.S. 9-499.10.B and A.R.S. 9-500.18.

The results reflected variances in growth projections compared to actual dwelling units, population, and various commercial square footage, as would be expected. In the City's response, it was noted that the comparison used was level growth over each year of the 10-year period, which does not reflect how development actually occurs.

As required by statute, the biennial certified audit report has been posted on the City's website and the results presented in a public hearing. However, no formal action is required by City Council.

Attachments

Biennial Certified Audit Report

Public Hearing Presentation

City of Chandler, Arizona

Report on Applying Agreed-Upon Procedures
Biennial Certification of Land Use Assumptions, Infrastructure Improvement Plan and Impact Fees

For the Period July 1, 2018 through June 30, 2020

CITY OF CHANDLER, ARIZONA
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INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Honorable Mayor and Members of the City Council
City of Chandler, Arizona

We have performed this agreed-upon procedures engagement to assist management of the City of Chandler, Arizona (City), with the requirement set forth in Arizona Revised Statutes (A.R.S.) 9-463.05.G.2 "to provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees." As such, we have performed the procedures identified below, solely to assist users in evaluating the City's compliance with the progress reporting requirements of the infrastructure improvement plan for the period from July 1, 2018 through June 30, 2020, as specified in A.R.S. 9-463.05.G.2. City of Chandler, Arizona's management is responsible for its compliance with those requirements.

City of Chandler, Arizona's management has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting users in determining whether the City complied with the specified requirements. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

We have applied the following procedures:

The progress of the infrastructure improvements plan.

a. Compared growth projections for 2019 and 2020 related to dwelling units, population, and the various commercial square footage units as reported in the Infrastructure Improvement Plan (IIP) to actual results for the proportionate 10-year projections. A list of all variances are reported in the Results of Procedures.
b. Obtained City-prepared report (see Appendix A) documenting the progress of each project identified in the Infrastructure Improvement Plan (IIP) and performed the following procedures:
    i. Agreed expenditures as of June 30, 2020 to the underlying accounting records.
    ii. Agreed amounts reported as estimated cost to complete to underlying accounting records.

The collection and expenditures of impact fees for each project in the plan.

c. Selected a sample of 80 building permits issued and determined fees were charged in accordance with authorized fee schedules and that each permit holder was charged the same rate as another equivalent permit holder.
d. Selected a sample of 50 expenditures and determined that the expenditures were associated with an approved project in the City's IIP.

Evaluating any inequities in implementing the plan or imposing the impact fee.

e. Evaluated any inequities in implementing the plan or imposing the impact fee through recalculating impact fees at the transaction level for the sample mentioned in procedure c above.
f. Determined that there were no instances in which the City waived impact fees, except as allowed for under A.R.S. 9-499.10.B and A.R.S. 9-500.18.

The accompanying Results of Procedures describes the items we noted.

We were engaged by City of Chandler, Arizona's management to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with the specified requirements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of City of Chandler, Arizona's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the management of City of Chandler, Arizona, and is not intended to be and should not be used by anyone other than these specified parties.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Scottsdale, Arizona
August 9, 2021

PROCEDURE A

Compared growth projections for 2019 and 2020 related to dwelling units, population, and the various commercial square footage units as reported in the City's Land Use Assumptions and Infrastructure Improvements Plan (IIP) to actual current amounts for the proportionate 10-year projections. A list of all variances will be reported.

Exception:

Variances were noted for growth projections for dwelling units, population, and the various commercial square footage as reported in the Land Use Assumptions and Infrastructure Improvements Plan when compared to actual results.

Management Response:

Assumptions of equal growth of land development and the resulting fees averaged over a set period of time do not reflect the reality of how development occurs. Variances exist due to market conditions, demand for various types of land use and structures, the condition of the economy, and the availability of capital. The City of Chandler continues to take into account annual planning projections, entitled projects, and variations in construction permits to augment the equal growth assumptions when forecasting.

TOTAL SQUARE FOOTAGE

Note: The cumulative projected amounts for square footage assume equal growth for each year of the 10-year period with the incremental cumulative total presented for each year.

Cumulative Total as of 2019				
	Projected	Actual	Variance	Variance %
Industrial				
Citywide	36,000,333	34,985,871	(1,014,462)	-3%
Arterial Streets	16,579,846	14,944,267	(1,635,579)	-10%
Institutional				
Citywide	12,532,455	11,431,010	(1,101,445)	-9%
Arterial Streets	6,565,177	6,436,229	(128,948)	-2%
Office				
Citywide	9,190,908	8,834,429	(356,479)	-4%
Arterial Streets	3,698,064	4,358,388	660,324	18%
Retail				
Citywide	18,592,700	18,800,613	207,914	1%
Arterial Streets	7,596,680	8,224,186	627,506	8%

PROCEDURE A (Continued)

TOTAL SQUARE FOOTAGE

Cumulative Total as of 2020				
	Projected	Actual	Variance	Variance %
Industrial				
Citywide	36,898,172	36,049,567	(848,605)	-2%
Arterial Streets	17,296,903	15,920,562	(1,376,341)	-8%
Institutional				
Citywide	12,606,943	11,807,767	(799,176)	-6%
Arterial Streets	6,641,469	6,802,070	160,601	2%
Office				
Citywide	9,663,449	9,288,568	(374,881)	-4%
Arterial Streets	3,931,666	4,691,153	759,487	19%
Retail				
Citywide	18,755,614	18,913,407	157,793	1%
Arterial Streets	7,723,592	8,311,712	588,120	8%

TOTAL HOUSING UNITS AND POPULATION BY SERVICE AREA

Note: The cumulative projected amounts for housing units and population assume equal growth for each year of the 10-year period with the incremental cumulative total presented for each year.

Cumulative Total as of 2019				
	Projected	Actual	Variance	Variance %
Single Family				
Parks Northwest	11,709	11,770	61	1%
Parks Northeast	34,785	35,113	328	1%
Park Southeast	32,557	33,148	592	2%
Citywide	79,051	80,031	980	1%
Arterial Streets	43,345	50,318	6,973	16%
MultiFamily				
Parks Northwest	4,959	5,189	230	5%
Parks Northeast	16,256	17,016	760	5%
Park Southeast	7,164	7,964	800	11%
Citywide	28,379	30,169	1,790	6%
Arterial Streets	11,200	14,613	3,414	30%
Resident Population				
Parks Northwest	42,206	41,638	(568)	-1%
Parks Northeast	128,285	127,136	(1,149)	-1%
Park Southeast	104,771	104,631	(140)	0%
Citywide	275,262	273,405	(1,857)	-1%
Arterial Streets	142,644	163,623	20,979	15%

PROCEDURE A (Continued)

	Cumulative Total as of 2020			
	Projected	Actual	Variance	Variance %
Single Family				
Parks Northwest	11,715	11,780	65	1%
Parks Northeast	34,838	35,169	331	1%
Park Southeast	32,710	33,241	531	2%
Citywide	79,263	80,190	927	1%
Arterial Streets	43,491	50,466	6,975	16%
MultiFamily				
Parks Northwest	4,967	5,324	357	7%
Parks Northeast	16,698	17,151	453	3%
Park Southeast	7,164	8,389	1,225	17%
Citywide	28,829	30,864	2,035	7%
Arterial Streets	11,257	15,173	3,916	35%
Resident Population				
Parks Northwest	42,238	41,922	(316)	-1%
Parks Northeast	129,271	127,543	(1,728)	-1%
Park Southeast	104,771	105,690	919	1%
Citywide	276,280	275,155	(1,125)	0%
Arterial Streets	143,164	165,087	21,923	15%

PROCEDURE B

Obtained City-prepared report (see Appendix A) documenting the progress of each project identified in the Infrastructure Improvement Plan (IIP) and performed the following procedures:

a. Agreed expenditures as of June 30, 2020 to the underlying accounting records.

b. Agreed amounts reported as estimated cost to complete to underlying accounting records.

No exceptions noted.

PROCEDURE C

Selected a sample of 80 building permits issued and determine fees were charged in accordance with authorized fee schedules and that each permit holder is charged the same rate as another equivalent permit holder.

No exceptions noted.

PROCEDURE D

Selected a sample of 50 expenditures and determine that the expenditure was associated with an approved project in the City's IIP.

No exceptions noted.

PROCEDURE E

Evaluated any inequities in implementing the plan or imposing the impact fee through recalculating impact fees at the transaction level for the sample mentioned in procedure c above.

No exceptions noted.

PROCEDURE F

Determined that there were no instances in which the City waived impact fees, except as allowed for under A.R.S. 9-499.10.B and A.R.S. 9-500.18

No exceptions noted.

APPENDIX A
PROGRESS OF INFRASTRUCTURE IMPROVEMENT PLAN PROJECTS

Note: Any negative amounts presented are expense recoveries from prior years.

Fund	Description	Fiscal Year								
415	**Arterial Street Impact Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21 though 2029-30***	**Total**
	6ST311-Price Rd and Queen Creek Intersection	-	-	-	-	(190,862)	-	-	-	(190,862)
	6ST478-McQueen Rd (Queen Creek Rd to Riggs Rd)	693,261	365,149	401,157	722,149	542	-	-	-	2,182,258
	6ST482-Gilbert Rd (Germann Rd to Queen Creek Rd)	-	-	-	-	(127,921)	-	-	-	(127,921)
	6ST548-Queen Creek Rd (McQueen Rd to Gilbert Rd)	-	-	-	262,288	246,143	601,762	2,100,347	-	3,210,541
	6ST596-Gilbert Rd (Queen Creek Rd to Riggs Rd)	8,547,368	3,297,428	484,152	20,705	-	-	-	-	12,349,653
	6ST607-Ocotillo Rd (Arizona Ave to McQueen Rd)	1,335,663	2,245,004	659,940	490	-	(1,011)	-	-	4,240,085
	6ST608-Chandler Heights (Arizona Ave to McQueen Rd)	-	3,775	32,904	114,167	570,702	-	1,182,277	-	1,903,825
	6ST641-Ocotillo Rd (Cooper Rd to 148th St)	-	-	147,647	513,530	1,670,914	-	334,675	3,050,000	5,716,766
	6ST675-Cooper Rd (Queen Creek Rd to Riggs Rd)	-	2,830	13,741	27,077	160,594	-	45,614	-	249,856
	6ST692-Chandler Heights Rd (McQueen Rd to Val Vista Dr)	-	-	-	-	181,765	469,687	119,741	19,966,977	20,738,170
	6ST693-Lindsay Rd (Ocotillo Rd to Hunt Hwy)	-	-	-	-	-	-	17,915	18,589,500	18,607,415
	6ST738-Gilbert Rd (Ocotillo Rd to Chandler Heights Rd)	-	-	-	-	-	-	213,989	-	213,989
	6ST745-Alma School Rd (Chandler Blvd to Pecos Rd)	-	-	-	-	-	-	-	2,097,600	2,097,600
	6ST746-Alma School Rd (Pecos Rd to Germann Rd)	-	-	-	-	-	-	176,985	2,805,100	2,982,085
	6ST747-Alma School Rd (Germann Rd to Queen Creek Rd)	-	-	-	-	-	-	-	2,771,600	2,771,600

**As programmed in 2021-2030 CIP*

421	**Community Park Impact Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Total**
	6PR396-Mesquite Groves Park	1,310	-	-	-	-	-	-	1,310

Note: This fund was expended and closed as of 6/30/17.

422	**Neighborhood Parks Impact Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Total**
	6PR039-Neighborhood Park Land Acquisition	478	869	3,087	-	-	-	-	4,434
	6PR389-Homestead North Park Site	-	-	-	-	-	22,445	72,723	95,168
	6PR400-Roadrunner Park	400,208	-	-	-	-	-	-	400,208
	6PR631-Centennial Park Site	68,764	11,553	-	-	-	-	-	80,317

Note: This fund was expended and closed as of 6/30/20.

424	**Park Impact Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21 though 2029-30***	**Total**
	6PR389-Homestead North Park Site	-	-	-	-	-	27,588	25,564	-	53,151
	6PR390-Homestead South Park Site	-	-	-	-	-	-	-	-	-
	6PR396-Mesquite Groves Park Site	-	3,764	-	-	-	-	-	6,056,137	6,059,901
	6PR400-Roadrunner Park Site	716,453	5,872	-	-	-	-	-	-	722,326
	6PR420-Veteran's Oasis Park Site	-	-	-	-	(59,740)	-	-	-	(59,740)
	6PR631-Centennial Park Site	702,813	678,786	12,843	4,672	-	-	-	-	1,399,114
	6PR638-Valencia Park Site	545,550	817,682	-	-	-	-	-	-	1,363,232
	6PR639-Citrus Vista Park Site	-	278,330	1,412,990	4,995	-	-	-	-	1,696,315
	6PR640-Layton Lakes Park Site	-	-	-	141,285	1,191,476	139,376	-	-	1,472,137

**As programmed in 2021-2030 CIP*

APPENDIX A
PROGRESS OF INFRASTRUCTURE IMPROVEMENT PLAN PROJECTS

Fund	Description	Fiscal Year								
425	**Parks NW Impact Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21 though 2029-30****	**Total**
	None	-	-	-	-	-	-	-	-	-

***No growth-related capital to construct; collecting fees to repay pledged debt*

426	**Parks NE Impact Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21 though 2029-30****	**Total**
	None	-	-	-	-	-	-	-	-	-

***No growth-related capital to construct; collecting fees to repay pledged debt*

427	**Parks SE Impact Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21 though 2029-30***	**Total**
	6PR396-Mesquite Groves Park Site	-	-	-	-	-	-	-	4,372,763	4,372,763
	6PR629-Lantana Ranch Park Site	-	-	-	-	-	-	88,854	7,955,214	8,044,068

**As programmed in 2021-2030 CIP*

465	**Police Impact Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21 though 2029-30****	**Total**
	6PD243-Chandler Heights Subtation	-	-	-	-	(59,740)	-	-	-	(59,740)

***No growth-related capital to construct; collecting fees to repay pledged debt*

475	**Fire Impact Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21 though 2029-30****	**Total**
	6FI611-Southeast Fire Station	-	-	797	361,261	3,579,131	295,842	-	-	4,237,031
	6FI638-Fire Station No. 1 Relocation	-	3,164,000	147,100	-	-	-	-	-	3,311,100
	***No growth-related capital to construct; collecting fees to repay pledged debt*									

603	**Water System Development Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21 though 2029-30****	**Total**
	6WA029-Water Master Plan Update	-	6,609	-	133,055	56,495	1,553	-	-	197,712
	6WA034-Well Construction/Rehabilitation	486,660	505,275	2,260,447	1,807,500	894,025	718,077	1,637,212	-	8,309,195
	6WA076-Transmission Mains	1,986,478	238,624	-	-	-	-	-	-	2,225,102
	6WA334-Joint Water Treatment Plant	-	356	-	6,418,629	19,857,848	1,639,976	1,020,748	-	28,937,557
	6WA672-Water Purchases	-	-	-	9,999,788	4,999,940	4,999,940	14,731,755	-	34,731,423

***No growth-related capital to construct; collecting fees to repay pledged debt*

604	**Water Resource System Development Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**		**Total**
	6WW661-Ocotillo Water Reclamation Facility Expansion	-	-	748,052	2,763,414	488,533	-	-		4,000,000
	6WA672-Water Purchases	-	-	-	-	-	-	128,827		128,827

Note: This fund was expended and closed as of 6/30/20.

APPENDIX A
PROGRESS OF INFRASTRUCTURE IMPROVEMENT PLAN PROJECTS

Fund	Description	Fiscal Year								
610	**Reclaimed Water System Development Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21 though 2029-30***	**Total**
	6WW189-Effluent Reuse-Storage	68,757	335,111	97,991	876,519	15,513	151,138	294,279	2,010,000	3,849,308
	6WW192-Effluent Reuse-Transmission Mains	441,068	464,587	1,422,386	158,361	868,974	3,198,432	212,433	-	6,766,243

**As programmed in 2021-2030 CIP*

614	**Wastewater System Development Fees**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21 though 2029-30****	**Total**
	6WW021-Wastewater Master Plan Update	181,812	25,191	157,935	266,114	112,989	3,107	-	-	747,148
	6WW022-Water Reclamation Facility Expansion	3,806,769	292,665	20,126	540	-	-	-	-	4,120,101
	6WW196-Collection System Facility Improvements	2,447,175	-	-	-	-	-	-	-	2,447,175
	6WW651-Wastewater Land Acquistion	5,560,271	-	-	-	-	-	-	-	5,560,271
	6WW642-South Chandler Sewer Line Expansion	2,777	-	-	-	-	-	-	-	2,777
	6WW661-Ocotillo Water Reclamation Facility Expansion	-	6,268,168	19,505,029	79,677,431	14,085,867	-	-	-	119,536,496

***No growth-related capital to construct; collecting fees to repay pledged debt*

Chandler • Arizona

Biennial Impact Fee Audit Results

Public Hearing | August 26, 2021 | City Council Chambers

Background

- **A.R.S. 9-463.05, Requirement for Cities with Impact Fees:**
  - Form Advisory Committee **OR**
  - Perform Biennial Audit of Impact Fee Program

Note: All Arizona communities collecting SDF's perform the audit versus forming an Advisory Committee

Biennial Audit

- Conducted by Heinfeld, Meech & Co.
- Third audit completed by City after new legislation
- Covers FY 2018-19 and FY 2019-20

Audit Procedures

- Compare growth projections to Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP)
- Review progress of IIP projects
- Review fee collections and capital project expenditures

Results

- No findings or inequities reported
- Biennial audit requirement met
- No formal action required by Council

ITEM 43

City Council Memorandum **Development Services Memo No.**

Date: August 26, 2021
To: Mayor and Council
From: Development Services Department
Subject: Study Session & Regular Minutes of July 21, 2021, Planning and Zoning Commission

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Attachments

July 21, 2021 Study Session Minutes
July 21, 2021 Regular Minutes

STUDY SESSION MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA July 21, 2021, held in the City Council Chambers, 88 E. Chicago Street.

1. **CALL TO ORDER/ ROLL CALL**

CHAIRMAN HEUMANN called the study session to order at 3:04 p.m.
The following Commissioners answered Roll Call:
Chairman Rick Heumann
Vice Chairman David Rose
Commissioner George Kimble
Commissioner Matt Eberle
Commissioner Michael Flanders

Absent:

Also, present:
Mr. Kevin Mayo, Planning Administrator
Mr. David de la Torre, Planning Manager
Mr. Thomas Allen, Assistant City Attorney
Ms. Lauren Schumann, Senior City Planner
Ms. Kristine Gay, Senior City Planner
Mr. Ben Cereceres, City Planner
Mr. Zachary Werdean, City Planner
Mr. Harley Mehlhorn, Junior Planner
Mr. Ben Bravenec, Planning Intern
Ms. Julie San Miguel, Clerk
Ms. Leslie Dornfeld, Plan*Et Communities
Mr. Danny Court, Elliot D. Pollack and Company, appearing by Webex
Mr. Kurt Nagel, Callisonrtkl, appearing by Webex

CHAIRMAN HEUMANN announced the briefing of the Airpark Area Plan Update will be presented before the Items on the Agenda Items.

2. **AGENDA ITEMS:**

***a. PLH21-0030/PLH21-0015/PLT21-0011 OLD STONE RANCH PHASE 4**

Request Area Plan Amendment to the Brooks Ranch Area Plan by adding Single-Family Medium Density (0-6 du/ac), Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for single-family residential, Preliminary Development Plan for subdivision layout and housing product, and preliminary plat approval for a single-family subdivision on approximately 8 acres located west of the northwest corner of Chandler Heights and Lindsay roads.

Background

- Subject site is approximately 8 net acres; annexed in 2019

- Subject site is located adjacent to Old Stone Ranch master planned community which includes 585 single-family lots, a school, a park with trails throughout the subdivisions, and landscaped entries with water features within 234 gross acres; 2003
- Southeast Chandler Area Plan (SECAP) approved and adopted, encouraging maximizing density at 3.5 du/ac; 1999
- Brooks Ranch Area Plan approved and adopted, encouraging development of farms to single-family residential; 2000
- Old Stone Ranch contains three residential subdivisions with typical lots sizes ranging from 7,200 to 10,000 square feet and a mix of one- and two-story single-family homes
- The aggregate overall density for the existing three phases of Old Stone Ranch is 2.5 du/ac
- The proposal would change the aggregate overall density for Old Stone Ranch to 2.69 du/ac

Surrounding Land Use Data

North	Avian Meadows- 200 single-family lots	South	Chandler Heights Road
East	Assisted living memory care facility	West	Old Stone Ranch- Phase 3- 176 single-family lots

General Plan and Area Plan Designations

	Existing	Proposed
General Plan	Neighborhoods	No Change
Southeast Chandler Area Plan (SECAP)	Traditional Suburban Character	No Change
Brooks Ranch Area Plan	Rural Residential (0- 1.5 du/ac)	Single-family Medium Density (0-6 du/ac)

Proposed Development

	Single family subdivision
# of Lots	44 single family lots
Density	Aggregate density (including Old Stone Ranch Phases 1-3 and the proposed development): 2.69 dwelling units per acre Isolated density: 5.47 dwelling units per acre
Building Setbacks (min.)	Front –20 ft. to garage from back of sidewalk, 4 ft. to livable Sides – 4 ft. & 1 ft. Rear - 5 ft., lots along north property line rear

	yard shall be 10 ft.
Minimum Lot Size	55'x 81' (4,455 sq. ft.)
Lot Coverage (max.)	70 percent
Building Height (max.)	All homes one-story; 22 ft.
Architecture Theme	Spanish
Number of Elevations	12
House Size	2,220 – 3,495 square feet
Number of Floor Plans	3
Parking Spaces	Each lot provides a two-vehicle garage with driveways for two vehicles On-street parking provided on one side of street; approximately 40 on-street guest parking spaces Subdivision is not gated

Review and Recommendation

Planning staff has reviewed the request finding consistency with the General Plan and the intent of the SECAP. Planning staff supports the request citing the property is considered an infill property since all adjacent properties have developed. The General Plan allows medium-density residential (3.5-12) to be considered as a transitional land use on infill parcels when located adjacent to an arterial street.

New Village Homes has met with the Old Stone Ranch Homeowner's Association (HOA) to incorporate the proposed development into the HOA as Phase 4 of Old Stone Ranch. In return, the proposed development will provide monument signage for the existing Old Stone Ranch community and continue the theme of the existing subdivision through landscaping and varying fences along Chandler Heights Road.

Aggregate density can be considered if the proposed development is a part of a larger master planned development; through aggregate density, the proposal may be considered if designed appropriately and compatible with surrounding lots. Although the proposed lots are smaller, all of the homes are one-story and expand the diversity of housing in the area. Lots along the north property line have increased rear yard setback to further ensure compatibility with existing homes to the north. The development provides substantial landscape setbacks along the north side of Chandler Heights Road and at the entrance on the west side, thus creating a compatible development design that completes the southern entrance to Old Stone Ranch.

Since the site is within the SECAP, design elements are required in order to achieve a density greater than 2.5 du/ac. The request is for a density of 5.47 du/ac with overall proposed aggregate density of Old Stone Ranch totaling 2.69 du/ac. When the SECAP was adopted the design requirements provided options, such as common area lakes

that were intended for larger residential developments. The proposed development will include a common pool with ramada seating area and a dog park for residents meeting the intent of the SECAP.

Due to the infill nature of the site, the Residential Development Standards (RDS) for subdivision layout are not applicable. However, the RDS guidelines remain applicable to the architectural design of the homes. The proposed single family residential subdivision meets the intent of development standards, residential design guidelines, and the SECAP. Planning staff recommends the Planning and Zoning Commission recommend approval of Old Stone Ranch Phase 4 single-family subdivision subject to conditions.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A virtual neighborhood meeting was held on May 12, 2021. The applicant's team, Planning staff, and approximately three neighbors attended the virtual meeting. Questions were asked about the home builder, other subdivisions they built, and general timelines for the project were asked. One Avian Meadow's resident whom abuts the subject site had concerns about the proposed rear yard setback adjacent to their property.
- As of the writing of this memo, Planning staff has been contacted by two residents stating single-family is the most appropriate at this site and would oppose any type of multi-family or attached condos. Planning staff is unaware of any opposition to the request.

Recommended Actions

Area Plan Amendment

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Area Plan Amendment to the Brooks Ranch Area Plan by adding Single-Family Medium Density (0-6 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 single-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Old Stone Ranch Phase 4" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0015, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.

4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

5. Minimum setbacks shall be as follows:

Front yard setback	20 ft. to garage from back of sidewalk, 4 ft. to livable
Side yard setbacks	4 ft. & 1 ft.
Rear yard setbacks	5 ft., lots along north property line rear yard shall be 10 ft.

6. Maximum lot coverage shall be seventy (70) percent.

7. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

8. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

9. The covenants, conditions and restrictions (CC & R's) to be filed and recorded with the subdivision shall mandate the installation of front yard landscaping within 180 days from the date of occupancy with the homeowners' association responsible for monitoring and enforcement of this requirement.

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 "Old Stone Ranch Phase 4" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0015, modified by such conditions included at the time

the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. All lots shall be constructed with single-story homes only.

3. The site shall be maintained in a clean and orderly manner.

4. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

5. 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.

6. The same elevation shall not be built side-by-side or directly across the street from one another.

7. 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: Stipulations #8 through #11 were added on the Addendum Memo presented to Planning and Zoning Commission this date.

8. The applicant shall replace all Chilean Mesquite trees with a different tree from the low-water-use plant list.

9. The applicant shall work with staff to provide another primary base color for the housing product.

10. The applicant shall work with staff to provide more stone/brick veneer on front elevations.

11. 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.

Note: Stipulation #12 was added as a result of the Planning and Zoning's discussion during the study session.

12. The applicant shall work with staff to provide enhanced side elevations.

Preliminary Plat
Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission move to recommend approval of the Preliminary Plat subject to the following condition:

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

An Addendum Memo was presented to the Commission adding Preliminary Development Plan Stipulations reflected under #8 through #11 and as a result of the Planning and Zoning's discussion during the Study Session Stipulation #12 was added.

COMMISSIONER FLANDERS advised he mentioned the use of additional colors and stones to the applicant. He liked the design of the homes and suggested the choice of another color and additional stone material as the neighborhood appeared to be the same color. He presented statements regarding the benefits of using stone to enhance the design. He is concerned the buildings are tight because of the seventy percent lot coverage, but understands other cities are doing these. He liked the design and believes this is a step in the right direction.

CHAIRMAN HEUMANN asked to present the site lay out and pointed out Veteran's Oasis Park. He noted there was fire access and asked about resident access to the park. He asked if there was access on the east side or if residents would have to walk around?

LAUREN SCHUMANN, SENIOR CITY PLANNER responded there is no access to the park. She stated there were discussions with the Applicant to use the southeast corner, however, there was concern the area could be used by undesirables. She further stated she could work with the applicant to make a path.

CHAIRMAN HEUMANN stated that would be great and he is not worried about undesirables since this area is not in the inner city. He presented concerns with the left elevation of the properties, and he would like to see these blank elevations improved.

LAUREN SCHUMANN, SENIOR CITY PLANNER is more than happy to work with the applicant during the Study Session. She pointed out the enhanced left elevations are for corner houses.

CHAIRMAN HEUMANN advised people sitting on their patio will be looking at a blank elevation and asked they incorporate the enhanced elevations throughout. He pointed out the ten-foot set back on the north side will have two trees and asked what species of tree will be used that will not engulf the yard. He liked the idea of landscaping but is concerned with pools and trees overwhelming the proposed ten-foot yards.

LAUREN SCHUMANN, SENIOR CITY PLANNER will find out the species of tree during Study Session and report back.

***b. PLH20-0059 PRICE & QUEEN CREEK CAMPUS**

Request Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for office, manufacturing, and ancillary commercial uses, with a Mid-Rise Overlay, and Preliminary Development Plan for conceptual site layout and building architecture on approximately 37 acres located at the northeast corner of Price and Queen Creek roads.

Background

- Site is currently zoned and used for agricultural land uses
- 37-acre site

Surrounding Land Use Data

North	Continuum	South	Downtown Ocotillo residential, lodging, and commercial
East	Lodging and agricultural	West	Wells Fargo

General Plan and Area Plan Designations

Plan	Recommended Land Use	Proposed Amendment
General Plan	Growth Area 4: South Price Road Corridor, and Employment	No Change

Proposal

Employment Campus	
Proposed Primary Land Uses	Approximately 585,000 square feet of: High technology; Semi-Conductor; Biomedical; Biotechnology; Bioscience; Pharmaceuticals; Nanotechnology related land uses Telecommunications; Aerospace; Renewable and cogeneration energy. Educational facilities Research laboratories High-technology-related assembly of finished products Advanced Business Services Non-offensive manufacturing, and/or Office, high-tech and non-high-tech related.
Proposed Ancillary Land Uses	Approximately 11,400 square feet of: Retail

	Service Proposed to be located only in the northwest portion of the site
Conceptual Building Design	Minimum building height of 40 feet Maximum height of 150 feet Unique application of concrete, glazing, architectural panels, natural stone, hiqh-quality composite materials, and/or tile Unique concrete finishes and forms Variety of window dimensions and fenestration A common design theme will be used across all buildings
Conceptual Site Design	Large landscaped setbacks along Price & Queen Creek roads Two main drive aisles provide primary onsite circulation Four primary Class-A office-style buildings centered on the site and oriented around the main drive aisles create a campus One single-story commercial building located near the northwest corner of the site Two parking structures on the north Surface parking is screened along main drive-aisles via landscaping Drive aisles are enhanced with unique paving, sculptures, and street landscaping. Outdoor amenity spaces for employees and guests will be coordinated with each building Area reserved for electric vehicle parking, ride share pick-up/drop-off, bike parking, and direct pedestrian connections
Conceptual Landscaping	Date Palms proposed at the main entrance on Price Road and Queen Creek Road Enhanced landscaped perimeter (as measured from back of sidewalk): Price Road: +/- 70' – 100' Queen Creek Road: +/- 23' - 40' Ellis Road: +/- 20' Mockingbird Road: +/- 20' Artistic corner campus identification signage and blue glass proposed as alternative to water feature

Review and Recommendation

Staff finds the proposed rezoning, mid-rise overlay, and preliminary development plan, to align with the goals of the 2016 General Plan.

The 2016 General Plan identifies the site as being located within Growth Area 4, the South Price Road Corridor where the following guidance is provided:

- Preserve high-value employment reputation
- Maintain and expand the campus environment
- Develop the corridor with mid-rise developments
- Use a common design theme
- Preserve corridor aesthetics
- Accommodate multiple modes of transportation
- Provide flexibility for remnant parcels

To maintain flexibility while attracting potential tenant(s), the applicant has included very conceptual renderings and exhibits to establish the required level of quality and design. Upon identifying the tenant and respective building needs, the applicant will submit for an Administrative Design Review for site and building design. Staff will review the administrative submittal for consistency with the renderings, conceptual imagery, narrative, stipulations, and City Code.

Staff is confident that the conceptual Development Booklet and stipulations will result in a high-quality campus development commensurate with existing Price Road sites.

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 January 27th, and January 28th, 2021.
- Minor questions and discontentment for any change to the site was initially received from one resident. After the applicant shared the General Plan's guidance for the South Price Road Corridor, the resident had no further concerns. Residents had concerns regarding the building height, the land uses and associated traffic concerns.
- As of writing this memo, Planning staff has not received further opposition from residents regarding the proposal.

Recommended Actions

Note: The Planning and Zoning Commission was presented with an Addendum Memo as Staff proposed a revised set of Rezoning and Preliminary Development Plan (PDP) Stipulations, revisions address the following:

- Rezoning Stipulation #8
  Stipulated the minimum building height of 45 feet.
- Rezoning Stipulations #11 & 12
  Moved landscaping stipulations from PDP to rezoning.
- PDP Stipulation #7
  Corrected the referenced landscaped corner

Rezoning

Planning staff recommends Planning and Zoning Commission move to recommend approval of the rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for office, manufacturing, and ancillary commercial, with a Mid-Rise Overlay, subject to the following conditions:

1. Primary land uses shall be limited to knowledge-intensive uses including but not limited to:

   a. Manufacturing, research and development, and/or office for high technology, biomedical, biotechnology, bioscience, pharmaceuticals, nanotechnology, telecommunications, aerospace, renewable and/or cogeneration energy, and other industries involved in emerging technologies except no use shall be permitted which is likely to be detrimental to the health and safety of the surrounding area or the general community;

   b. Higher education facilities such as universities and professional institutes of learning;

   c. Assembly of finished products or subassemblies, so long as the primary use of the property is technology related and not basic processing and compounding of raw materials or food products;

   d. Supporting advanced business services or office uses such as financial services, information technology, software design, professional design or engineering firms, accounting, or human resources; and

   e. Other uses determined by the Zoning Administrator to be similar to the aforementioned knowledge-intensive uses.

2. Notwithstanding any provision of the Development Booklet or of any other conditions of the Rezoning, no data center use of any type, unless ancillary and secondary to a primary use, shall be a use permitted for the property that is the subject of this Rezoning.

3. Call centers, warehousing, storage, distribution, and other similar land uses that do not employ a workforce composed of a substantial number of predominantly highly skilled workers engaging in knowledge-intensive employment shall not be permitted as a primary use on the subject site.

4. Commercial land uses including retail, restaurant, and personal services shall be permitted as an ancillary land use and shall not occupy more than a total of 12,000 square feet on the 37-acre site.

5. The stand-alone commercial building shall not be constructed first.

6. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet, entitled, "Price & Queen Creek Campus" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0059, 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.

7. Building heights shall not exceed 150 (one hundred and fifty) feet in height as measured to the top of parapet of the building façade.

8. Building heights shall not be less than 45 (forty-five) feet, except for the proposed parking structures and "Incidental Service Retail Pad," which shall not be required to adhere to this minimum building height.

9. 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.

10. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

11. 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.

12. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

Note: Stipulation #13 and #14 were revised as result of the Planning and Zoning's discussion during the study session.

13. As part of the Administrative Design Review process, where staff determines that the proposed site improvements do not achieve a high-quality campus design commensurate with existing similar developments within the Price Road Corridor the request may be reverted to Council for approval of a revised Preliminary Development Plan.

14. As part of the Administrative Design Review process, where staff determines that the proposed building design does not achieve a high-quality architectural design commensurate with existing similar developments within the Price Road Corridor the request may be reverted to Council for approval of a revised Preliminary Development Plan.

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 conceptual plans included in the Development Booklet, entitled, "Price & Queen Creek Campus" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0059, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by Chandler City Council.

2. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

3. 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.

4. As shown in the conceptual exhibits a landscaped setback no less than approximately 100 feet in depth on average shall be provided along Price Road. To ensure adequate plantings are provided, the quantity of trees and plants typically required by the City Code to be provided in this landscaped setback shall be multiplied respective to the depth of the landscape setback that is ultimately provided.

5. The northeast corner of the site shall be designed and landscaped such that all four corners of the intersection of Mockingbird Drive and Ellis Road have a coordinated appearance.

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. Building signage shall be architecturally coordinated with the respective façade.

7. All signs shall comply with Chapter 39, Sign Code, of the Chandler City Code.

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.

The Planning and Zoning Commission was presented with an Addendum Memo as Staff proposed a revised set of Rezoning and Preliminary Development Plan (PDP) Stipulations and as result of the Planning and Zoning's discussion during the Study Session, Rezoning Stipulations #13 and #14 were revised.

COMMISSIONER FLANDERS asked if staff has done an administrative review of architecture and landscaping of something this large before.

KEVIN MAYO, PLANNING ADMINISTRATOR responded yes and presented examples campuses of the same scale that were administratively approved.

COMMISSIONER FLANDERS notated the intensity of the development which includes four office buildings and two parking garages. He stated there is a lot of components in this location and it is extremely important for the architecture to be visually appealing from the street. He advised that he has driven by the campuses mentioned by the Planning Administrator, and they are great. He is concerned with the amount of square footage and wished there was more in the conceptual package. He stated staff has performed well on other projects, but is concerned from an architectural stand point of knowing how buildings go together. He asked if there is a way the Commission can help staff with the buildings if the proposed is approved today. He asked if it could be set for Design Review Committed if necessary. He presented concerns regarding Applicants not wanting to spend the money or do certain things and would like a way for the

Commission to assist staff through any problems. He asked if a stipulation can be added in the event Staff is having issues with the Applicant.

THOMAS ALLEN, ASSISTANT CITY ATTORNEY stated once approved, it would be up to staff to interpret the design guidelines in the Preliminary Development Plan themselves. He further stated it could be handled through staff in consultation with each other or communications with the Commission for input, but once this has been approved, it is unknown if there is a mechanism to bring it back to Planning and Zoning Commission for a Design Review Committee.

CHAIRMAN HEUMANN advised if language is added to the Ordinance stating if the architecture is not in substantial performance than what was presented to the Commission and Council than it must come back through Planning and Zoning Commission and City Council for a full Hearing. He further advised the Applicant is great but would like a stipulation in the event the property is sold, and the new owner does not like what was agreed upon. He stated a stipulation is necessary in the event the Applicant is not meeting the intent, therefore, staff has the option to send the case to Planning and Zoning and City Council for approval.

KEVIN MAYO, PLANNING ADMINISTRATOR explained in our code when we have Planning and Zoning Commission meeting as Design Review Committee (DRC), Staff can refer cases to the DRC when there is a filed application, and we are not quite there yet with the Applicant. He stated he understands the apprehension and Staff wrestled with how far we could go with a conceptual plan approval, while going through this process. He advised at this time we want to get individual users taking in whole buildings and whole campuses. He stated we need to figure out how we get to a point where the Commission is comfortable, and we do have the tools necessary to do that. He further stated that sometimes tools can become a shield when you're getting hit with something that just isn't there and we think need language in the narrative, language in the stipulation, or exhibits. He asked if Planning Commission clearly sees a quality bar that sets a standard in terms of site design, building architecture, landscaping, and signage, in what was presented today. He stated it does not, it be made clear through additional stipulations, additional refinements of the narrative, and additional exhibits. He explained we have been stipulations to consider not only Design Review Committee but also a dusting of who has authority and what that is. He further explained, we have a stipulation if staff does not consider it within everything that is in this packet and exhibits, then Staff can refer this back through the process for a preliminary development plan. He stated Staff has versions of stipulations that can be used but the graphic examples used should clearly speak to the quality expected if there is a single user taking over this campus and they want their own architectural style and building needs, but we could hold them to that bar.

CHAIRMAN HEUMANN presented concerns as some areas are zoned, then they sit for five to ten years before being developed. He explained they are approved with a booklet, and it does not get built that way because it should have been stipulated differently. He advised he is not doubting this group and hears what staff is saying, but he would like Staff to work with the Applicant on a stipulation.

COMMISSIONER FLANDERS explained he is confident in the abilities of staff, and he would like the Commission to have the ability jump in and collaborate if necessary.

COMMISSIONER EBERLE agreed with Commissioner Flanders, he stated our confidence level with City Staff is very high and he is comfortable with this project. He does not wish to throw out ninety-nine percent good for a one percent difference.

KEVIN MAYO, PLANNING ADMINISTRATOR explained when it is set up this way the final say is with Staff, not with the Applicant. He stated, the Applicant is not able to come in with something ninety percent and the final say is with us. He further stated, in his eyes, the risk lies with the future developer of that property as it is not clear what they are going to do, and the final measurement lies with Staff.

CHAIRMAN HEUMANN presented concerns regarding the development timeline. He asked for the building images to be presented and noted some buildings were of poor quality and do not relate back to the site plan. He is concerned with some of the examples as they do not show the quality and appeared institutional, while others had a lot more glass and features. He stated this is one entrance to our city coming from the west and hopes there is a single user with elevated architecture because.

KRISTINE GAY, SENIOR CITY PLANNER stated she will work with the applicant during the break.

COMMISSIONER KIMBLE is concerned as Price Road is high quality, but he is confident the product is going to be good, and we can rely on the Applicant.

VICE CHAIR ROSE stated he is not sure if it is compatible with today's office, but he would like to see something with height, something taller to grab attention and be something people can brag about. He advised he is unfamiliar with retail in the Price Road corridor and asked if this campus will have some retail or restaurants.

CHAIRMAN HEUMANN advised there is some incidental retail. He explained the Price Road Corridor in general is not designed to have commercial centers because it is for employment. He further advised there are some restaurants and stuff so people would not have to drive so far and pointed out the northwest corner of this project is intended for retail, restaurant, or a coffee shop.

COMMISSIONER FLANDERS stated every building along the Price Road corridor should have an architecture statement.

CHAIRMAN HEUMANN requested that it not turn into Alma School Road and Southern Avenue with the neon lights and asked Staff to work on a stipulation.

***c. PLH20-0072/PLT21-0016 CHANDLER AIRPARK TECHNOLOGY CENTER**

Request Preliminary Development Plan (PDP) approval for site layout and building architecture for flex industrial buildings with office. The approximate 26.2-acre subject site is located at the southwest corner of Gilbert Road and Insight Way.

Update

This item was continued from the June 2, 2021, Planning and Zoning Commission meeting for a Design Review Committee (DRC) meeting, which occurred on June 16, 2021. The applicant updated the front elevations for the DRC meeting. Commissioners had concerns citing additional work needed to occur to further break-up the large planes. Since that meeting, the applicant has made the following revisions:

- Increased the size of trees proposed along the street to thirty-six (36) inch boxes
- Added dates palms at the street entries
- Incorporated additional material of metal including a metal pop-out, awnings, and panels
- Increased glazing and transparency with introduction of more storefront facing Gilbert Road
- Added more "Human scale" and pedestrian friendly design amenities including landscape planters, shade canopies and seating areas
- Added richer material/ color palette that complements the design and accentuate the architectural language
- New materials include added paint colors, metal canopies, translucent metal mesh panels and warm natural stone planters for landscape
- Highlighted the building mass with more pronounced push and pull setbacks along the eastern façade to break the long mass and introduce a more appropriate architectural scale
- Added reveals and form-liner panels at previous blank areas per the city's comment about breaking the monotonous façade, creating elevations with more movement and animation
- Updated the southern elevation to complement the eastern elevation redesign and create a more 3-dimensional architecture while driving up Gilbert Rd.

Background

- Approximately 26.2 acres
- Subject site zoned Planned Area Development (PAD) for light industrial (I-1 uses), office, and showroom within the 80-acre Chandler Airport Business Park (CABP) Phase 2 in 2006
- Separate PDP's are required for properties located along Gilbert Road
- Project consist of two phases consisting of flex buildings allowing for a mix of light industrial uses and office
- Phase 1, the south portion, will consist of two flex industrial buildings
- Phase 2 will consist of either two additional flex industrial buildings or an office building with consistent architectural design; Phase 2 will be reviewed administratively by staff

Surrounding Land Use Data

North	Insight Way then Watermark development (retail & office)	South	Rockefeller- Chandler Crossroads (flex industrial & commercial)
East	Gilbert Road	West	Insight (office)

Proposed Development Phase 1

Building Square Footage	220,718 total square feet Building A (west) 126,049 square feet Building B (east) 94,319 square feet
Building Height	Maximum 45 feet; Provided 43 feet
Number of Dock Doors	Building A- 28 doors (6 at grade & 23 dock) Building B- 29 dock doors (4 at grade & 25 dock)
Parking Spaces Required	252 spaces
Parking Spaces Provided	305 spaces; allowing for approximately 20% office

Review and Recommendation

The two proposed flex industrial buildings allow for a mix of uses including manufacturing, research and development, and office. Generally ancillary uses such as office and retail showroom are limited to occupy ten percent of a building within industrial development unless noted; the proposal requests up to 20 percent office and/or retail showroom accordingly to comply with available parking.

The request was reviewed for compliance with the design standards established within the CABP guidelines including landscaping and signage. The alignment of the two buildings internalize the dock doors and screening of the rear facades. An eight (8) foot wall will be provided between buildings to further screen the rear courts. The development doubled the amount of landscaping and building setback required along Gilbert Road to further buffer from Gilbert Road and residential east of Gilbert Road. A

mix of material including glazed glass, metal panels, awnings, steel columns, and form liners are used to enhance the tilt-up walls. The color scheme of earth tones is proposed to be consistent with the CABP guidelines established in 2006. Under Phase 1, all landscaping will be installed along all property lines and at the intersection of Gilbert Road and Insight Way a center identification sign will be constructed. Phase 2 will consist of either two additional flex industrial buildings or an office building depending on market demand and will be reviewed administratively by staff for consistency with the approved architectural design.

Staff finds the proposal to be consistent with the goals of the General Plan, CAAP, and CABP thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- To comply with CDC social distancing guidelines, the applicant hosted a digital neighborhood meeting on May 4, 2021. The applicant's team, city staff, and five (5) households attended the virtual meeting. General questions about construction timelines and traffic patterns were asked from residents. No opposition was expressed.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Recommended Actions

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 "Chandler Airpark Technology Center" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0072, 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. Compliance with original conditions adopted by the City Council as Ordinance No. 3814 in case DVR06-0038 Chandler Airport Business Park Phase 2, except as modified by condition herein.

3. The landscaping shall be maintained at a level consistent with or better than at the time of planting.

4. 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.

5. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

6. Phase 2 will be reviewed administratively by staff for consistency with the approved architectural design.

7. Landscaping improvements along the perimeter of the property and the center identification sign to be installed during the first phase of development.

8. 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

Preliminary Plat
Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission move to recommend approval of the Preliminary Plat, subject to the following condition:

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

COMMISSIONER FLANDERS complimented the Applicant on a job well done.

CHAIRMAN HEUMANN thanked Staff and the Commission for working with the Applicant. He stated, he hopes the development community recognizes this city's standards as it was discussed during the Airpark Area Plan Update and during the last case. He further stated if we set the bar higher and the development community understands, it will save everyone a lot of time and money. He pointed out the added enhancements were not difficult and made a tremendous difference in what was presented tonight.

***d. PLH20-0069 CHANDLER CORPORATE CENTER LOTS 8 & 10**
Request Preliminary Development Plan (PDP) approval for site layout and building architecture for one flex industrial building with office on approximately 6.05 acres. The subject property is located north of the northwest corner of Chandler Boulevard and McClintock Drive.

Update

This item was continued from the June 2, 2021, Planning and Zoning Commission meeting for a Design Review Committee (DRC), which was held on June 16, 2021. Revisions to the site layout were completed by the applicant to address the Design Review Committee's guidance and include the following:

1. Increased the size of trees along the east side of the property.

2. Enhanced the overall architecture of the building with metal accents, additional formline scoring, and enhanced entry feature....

3. Added an outdoor pedestrian seating area for employee's

4. In response to comments regarding the color, the applicant provided a comparison of the proposed color palette with the approved business park color palette to show that the proposal matches the surrounding developments

Background

- Approximately 6.05 acres
- Subject site zoned Planned Area Development (PAD) for industrial, office and warehouse (general); approved in 1988
- The original PDP was approved in 2000 and modified in 2005 which required a minimum of three smaller buildings on the subject site; proposal seeks to combine all three into one larger building

Surrounding Land Use Data

North	Across Galveston Street: Existing building zoned (PAD) for Industrial, office and warehouse (limited)	South	Existing building zoned (PAD) for Industrial, office, and warehouse (limited).
East	Across McClintock Drive: Existing Single-Family lots Zoned SF8.5 (Single-Family District)	West	Across Juniper Drive: Existing building zoned (PAD) for industrial, office, and warehouse (general)

Proposed Development

Building Square Footage	86,263 Square-feet
Building Height	Maximum 45 feet; Provided 38 feet
Number of Dock Doors	22 at grade doors 2 dock doors
Parking Spaces Required	112 spaces
Parking Spaces Provided	189 spaces; allowing for approximately 20,000 square-feet of office

Review and Recommendation

The proposed flex industrial building allows for a mix of uses including industrial, office and general warehousing. The proposal requests up to 20,000 square-feet of office accordingly to comply with available parking.

The proposed industrial shell building will be approximately 86,263 square-feet. The building will be constructed of tilt-up concrete with building design, colors and materials having a cohesive palette that maintains consistency throughout both the site and building elevations while complimenting the surrounding area. Four-sided architecture is prevalent throughout the elevations with some varied parapet heights, and colors to reduce continuous wall lengths.

Staff finds the proposal to be consistent with the goals of the General Plan, thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on May 3, 2021, one neighbor was in attendance and had general questions regarding on-site retention.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Recommended Action

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission 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 "Chandler Corporate Center Lots 8 & 10" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0069, 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 landscaping shall be maintained at a level consistent with or better than at the time of planting.

3. 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.

4. The site shall be maintained in a clean and orderly manner.

5. 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.

6. 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.

CHAIRMAN HEUMANN recused himself from item d, as he felt a conflict of interest existed.

VICE CHAIRMAN ROSE pointed out a lot of companies will be interested in this due to its great location in Chandler. He stated this case also went to Design Review Committee and thanked the Commission and Developer for working on improvements as the difference is night and day. He presented further statements regarding the cost of time and money when cases need extra help and go to Design Review Committee.

COMMISSIONER EBERLE presented statements regarding his appreciation for the general plan conformance and architecture. He advised the addition of date palms enhances the beauty. He stated the Commission appreciates everything Staff and the Applicant did to make improvements.

***e. PLH21-0009 PHOENICIAN MEDICAL CENTER AT 1345**

Request Preliminary Development Plan (PDP) approval for site layout and building architecture for a one-story medical office building on approximately 0.4 acres. The subject property is located approximately one quarter of a mile north of the northeast corner of Ray and Alma School roads. (STAFF REQUESTS CONTINUANCE TO THE SEPTEMBER 1, 2021, PLANNING AND ZONING COMMISSION MEETING.)

The applicant requests a second continuance to allow additional time for adjustments to be made to the site layout. As such, Planning staff recommends a continuance to the September 1, 2021, Planning and Zoning Commission meeting.

***f. PLH21-0033 CRAVE CHANDLER**

Request Preliminary Development Plan approval for site layout and building architecture for a one-story commercial building on a property of approximately 2.2 acres. The subject property is located in the Chandler Airport Center at the southeast corner of Cooper Road and Yeager Drive, generally located about one quarter of a mile south of the Santan Freeway on the east side of Cooper Road.

Background

- Approximately 2.2 acres
- Subject site is zoned Planned Area Development (PAD) for Commercial – Freeway, Fast Food, Gas, Restaurant, Retail, and Office; approved in 2009
- Subject site is within the Chandler Airpark Area Plan (CAAP) and is designated as Commercial/Office/Business Park
- Subject site is part of the 134-acre Chandler Airport Center (CAC) Master Plan

Surrounding Land Use Data

North	Across Yeager Drive: Existing fuel station	South	Vacant land
East	Existing business park/office development, Panattoni	West	Across Cooper Road: Vacant land

Proposed Development

Building Square Footage	15,000 Square-feet
Building Height	16' to parapet, 21' to top of mechanical screening
Parking Spaces Required	76 spaces
Parking Spaces Provided	91 spaces

Review and Recommendation

Crave Chandler is reminiscent of a commercial kitchen, having multiple "concept" restaurants within the building, this is otherwise known as a cloud kitchen, ghost kitchen, or virtual food hall. The operations include delivery, pickup, and sit down with indoor and outdoor seating. The site layout consists of a single-story commercial building with pickup lanes flanking either side of the building to the east and west. These pickup lanes are for the use of Crave employees only and are for the delivery aspect of operations. Given that all drivers are employed directly by Crave and no third-party service is used for delivery, Crave controls the on-site circulation centrally. Crave Chandler utilizes a combination of privately held and company vehicles for their delivery fleet, with company delivery vehicles being parked on site. All queuing for the delivery lanes is screened by a screen wall along the Cooper frontage and landscaping. The proposed use and development will be subject to compliance with Chandler Airport Center PAD zoning (ordinances 3673 and 4184).

The proposed commercial building will be approximately 15,000 square feet. The building will be constructed primarily of EIFS painted in a palette of cool greys combined with warm-tone neutrals. Additionally, other high-quality materials are proposed to architecturally enhance the elevations standing seam metal is utilized on the entrance and wraps the east side of the north elevation and continues around to the west elevation. This material is also utilized for secondary mechanical screening that is architecturally integrated as well as on a porte-cochere. Standing seam metal

calls back to the aviation theme of the area. A stone veneer is also utilized to provide a strong foundation for the proposed building and serves as a tactile, human scale material. A combination of flat and angled roof elements are utilized to create variation in form and massing and further emphasize the aviation theme of this and surrounding developments.

Staff finds the proposal to be consistent with the goals of the General Plan, CAAP, and CAC thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood notice was sent in lieu of a neighborhood meeting due to lack of adjacent residential properties.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Recommended Action

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission 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 "Crave Chandler" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0033, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The site shall be maintained in a clean and orderly manner.

3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

4. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

5. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

6. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and

conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Note: Stipulations #7 was added as a result of the Planning and Zoning's discussion during the study session.

7. The applicant shall work with staff to architecturally enhance the western elevation.

HARLEY MEHLHORN, JUNIOR CITY PLANNER stated that recently staff has become aware of Covenants, Conditions, and Restrictions (CC&R) that require a thirty-foot landscape set back along Cooper Road. He further stated the site plan before the Commission will require minor modification and due to the lack of time an exhibit has not yet been revised or created, but it will be updated before City Council.

CHAIRMAN HEUMANN asked if this case should be continued.

HARLEY MEHLHORN, JUNIOR CITY PLANNER responded no, a continuance is not necessary.

CHAIRMAN HEUMANN asked for clarification regarding the labels on the elevations.

HARLEY MEHLHORN, JUNIOR CITY PLANNER pointed out where north was on the site plan.

COMMISSIONER FLANDERS asked what Crave is and what do they do. He also asked if the fenced patio area is for the public.

HARLEY MEHLHORN, JUNIOR CITY PLANNER responded Crave is a single building that hosts a variety of concept restaurants that otherwise would not have a location. They provide customer sit down, pick up, and delivery to a certain square mile radius. He stated the patio is for use of the public.

COMMISSIONER FLANDERS mentioned the double drive-through lanes for pick up and asked how that operation will be carried out. He also asked how many vehicles Crave will have and where will they park.

HARLEY MEHLHORN, JUNIOR CITY PLANNER responded the number of employees is unknown and they will have Crave vehicles in addition to their personal vehicles. He stated only staff of Crave will be utilizing the drive-throughs and they will not be used as pick-up lanes for customers or third-party food delivery services, like Uber Eats or Door Dash.

CHAIRMAN HEUMANN advised he likes the corner elements, but would like the west elevation facing Cooper Road improved and asked staff to work on a stipulation.

COMMISSIONER FLANDERS stated with the illumination of the drive-through lane there are several things they can do to enhance the elevation. He further stated they could use vertical metal sighting, change of colors, heavier stone, or use more stone up to the top of the window or all the way up to the overhang. He advised the Applicant to work with staff to determine improvements.

CHAIRMAN HEUMANN asked staff to work up a stipulation to improve the west elevation, as it is the most visible side from the street. He stated the suggestions from Commissioner Flanders would be great additions.

COMMISSIONER FLANDERS stated by leaving the existing canopy and pulling the parapet roof up, they can break it up a bit with the windows.

CHAIRMAN HEUMANN presented concerns regarding the massing and asked if something could be added to break up the plains. He advised the appearance would greatly improve if enhancements were added to the blank elevation.

COMMISSIONER EBERLE stated this is a great concept and it will be interesting to see it develop.

CHAIRMAN HEUMANN stated it will be another addition to Chandler's culinary delights.

***g. PLH21-0036 COMPASS CHRISTIAN CHURCH**

Request Preliminary Development Plan approval for exterior signs on a 25.9-acre church campus. The subject property is located north of the northeast corner of Alma School and Germann roads.

Background

- Subject site was zoned Planned Area Development (PAD) for church; originally approved in 1996, amended in 1997 and 2008
- Amendments to the Preliminary Development Plans (PDP) were approved in 2000, 2010, 2012 and 2020.
- The church is currently in its third phase of construction. The campus includes an assembly building, multi-purpose classrooms, a youth building, worship center, plus site improvements.
- The PDPs approved in 2010 and 2012 allowed two 6'-high monument signs, each with an electronic message board, at the Alma School and German road Entrances, which currently exist. The 2012 PDP also allowed signage on the exterior wall of the youth center building located at the southeast corner of the campus.

- In 2020, a PDP was approved to replace the two 6'-high monument signs with 10'-high monument signs, both without electronic message boards.

Proposed Signage

The requested PDP approval is to allow building identification signs and directional signs throughout the church campus to help with traffic flow. More specifically the proposal includes:

- Five reverse pan channel halo illuminated signs to be mounted on exterior building walls.
- Three hanging panel signs to be installed on a large open-air structure.
- Twelve non-illuminated parking vehicular directional signs.
- Three non-illuminated panel signs, one of which will have lights shining on the sign.

Surrounding Land Use Data

North	PAD for Single-Family (Eden Estates)	South	PAD for Commercial & Germann Rd.
East	AG-1 Single-Family	West	PAD for single family residential and neighborhood commercial across Alma School Rd

Review and Recommendation

Compass Christian Church currently does not have building identification signs throughout the campus. The proposed signs are compatible with the site architecturally and are beneficial to the flow of the campus. All halo illuminated signs are reverse pan channel, meaning the signs do not directly shine light outward. This is important as there is one halo illuminated reverse pan channel sign that faces east, which will be visible from the adjacent backyards. Last year, the church removed a row of parking along the north side of the property line and replaced it with a larger landscape buffer and planted more trees to provide a larger buffer from the adjacent homes. As the newly planted trees grow, they will visually buffer the east-facing sign.

All other proposed signs are either non-illuminated, facing Alma School or Germann roads, or placed in such a manner that they will not be visible from adjacent residential properties.

Planning staff finds that the request for exterior signs proposed throughout the campus at Compass Christian Church meets the intent of the Sign Code and the proposed signage is architecturally integrated with the existing and future buildings within Compass Christian Church site.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.

- A neighborhood meeting was held on June 16, 2021. Three residents contacted us in regard to building and parking lighting on site but had no issues in regard to the signage proposed.
- As of the writing of this memo, Planning staff was contacted by one neighbor who did not have any issues regarding the signs but complained about light shining off of the building and parking lights that have been shining into his home and yard.
- In response, Compass Christian Church has agreed to stipulation number 4 requiring shields to be added to the light poles along the northern property line and to replace exterior light fixtures on the building with light fixtures that shine light down.
- In addition, stipulation number 3 requiring lights along the northern property line to be turned off by 10:00PM daily.

Recommended Action
Preliminary Development Plan
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Signage shall be in substantial conformance with the elevations, entitled "Exhibit A" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0036, modified by such conditions included at the time the exhibit was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Signs shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

Note: Stipulations #3 and #4 were revised on the Addendum Memo presented to Planning and Zoning Commission this date.

3. All light poles located along the northern property line adjacent to the single-family houses shall be turned off by 10:00PM.

4. Light shields shall be added to all light poles located along the northern property line and all exterior lights mounted on the north side of northern most buildings shall be replaced with light fixtures that shine down. Said light fixtures shall be approved by the Zoning Administrator.

The Planning and Zoning Commission was presented with an Addendum Memo as Staff proposed revised Development Plan (PDP) stipulations reflected under #3 and #4.

COMMISSIONER FLANDERS asked if there are pole lights up against the property lines and spilling over into the adjacent residential properties.

ZACHARY WERDEAN, CITY PLANNER responded the lights themselves are bright led lights that are visible from neighbors' backyards. He stated Staff worked with the Applicant and they are installing screens for the light will be directed way.

COMMISSIONER FLANDERS asked when this originally went through the building process if a photometric plan was given.

ZACHARY WERDEAN, CITY PLANNER stated a photometric that showed the lights going across the property line could not be found. He further stated Staff still found it to be an issue.

COMMISSIONER FLANDERS advised what they are doing is appropriate and has been done for years to get light off adjacent properties.

***h. PLH20-0070 DOGTOPIA USE PERMIT EXTENSION**

Request Use Permit time extension for continued operation of an outdoor dog play area. The business is located at 4901 S. Arizona Ave., Suite 7, at the northeast corner of Arizona Avenue and Chandler Heights Road.

Background

- Zoned as Planned Area Development (PAD) for C-2 Community Commercial District uses; approved in March 2008
- C-2 Community Commercial District permits indoor animal daycare uses, with or without overnight boarding
- Zoning Code requires Use Permit approval for outdoor animal play area associated with animal daycare
- Initial use permit for Dogtopia was approved December 12, 2019, and was valid for one (1) year with conditions. Continuation of the use permit beyond expiration date requires re-application to the approval the City of Chandler.

Surrounding Land Use Data

North	Basis Charter School	South	Shoppes at Chandler Heights (PAD)
East	Single-Family Residential (PAD)	West	Shoppes at Chandler Heights (PAD)

Proposed Business Operations

	Approved Operational Characteristics for 2019 approved Use Permit	Proposed Operational Characteristics Use Permit Extension

Size of Outdoor Animal Play Area	+/- 1,000 Square Feet	No Change
Days/Hours of Operation (Indoor)	Seven Days a Week; Monday through Friday: 7:00 a.m. to 7:00 p.m.; and Saturday to Sunday: 10:00 a.m. to 5:00 p.m.	No Change
Days/Hours of Operation (Outdoor Animal Play Area) *	Six Days a Week; Monday through Friday: 9:00 a.m. to 10:30 a.m. and 3:30 p.m. to 5:00 p.m.; and Saturday 10:00 a.m. to noon.; 30-Minutes per Group	Six Days a Week; Monday through Friday: 9:00 a.m. to 11:00 a.m. and 3:00 p.m. to 5:00 p.m.; and Saturday 10:00 a.m. to noon. 30-Minutes per Group
Proposed Occupancy (Outdoor Animal Play Area)	Approximately Thirty-Nine (39) Small Breed Dogs; or Thirty (30) Large Breed Dogs	No Change
Ratio of Staff Trainers to Dogs	1 Staff Member for Every Twenty (20) Dogs	No Change

Review and Recommendation

A Use Permit was approved in December 2019 for an outdoor animal play area as an accessory use to Dogtopia, an animal daycare, which opened in August 2019. The Use Permit was approved for one year with conditions. The outdoor animal play area is located at the rear of the in-line shops. It does not impact site circulation or parking.

Buffering from the single-family residential neighborhood, which is approximately 150 feet from the outdoor animal play area eastwardly to the nearest residential lot, is provided via landscaping and a masonry perimeter screen wall. Additionally, the outdoor animal play area is enclosed by an eight (8) foot tall opaque privacy fence.

The intent of the Use Permit is to ensure compatibility with the neighboring residentially zoned area to the east of the site. In 2019, during the review of the original Use Permit, neighbors expressed concerns regarding the potential noise from barking dogs. In response, applicant provided a sound study and agreed to implement sound attenuation measures in order to ensure compatibility with the adjacent residences. It was determined that a one (1) year time condition would be sufficient as a trial period to test the compatibility of the outdoor dog run with the closest residents to the east.

There was never a promise, or an expectation, that the dogs would stay completely quiet while the dogs were outside in the outdoor dog run. There was however an expectation that the dogs would not be louder when barking than an ambient noise

level across the commercial property line, and that employees would be trained to quickly address barking when it does occur.

Initially, Dogtopia proposed multiple changes to the use permit as part of the requested time extension; longer hours of operation for the outdoor dog play area by going from 9:00AM - 11:00AM and 3:00PM – 5:00PM as opposed to the approved 9:00 AM – 10:30AM and 3:30PM – 5:00PM, an occupancy of forty dogs in the dog play area no matter the size of dog as opposed to the currently approved thirty-nine (39) small breed dogs; or thirty (30) large breed dogs, one trainer per forty dogs in the outdoor play area as opposed to the approved 1 staff member per 20 dogs, and a time extension of three years.

In order to determine whether the requested changes would be compatible with the adjacent neighborhood, Planning staff agreed to a 90-day trial to test out the compatibility of the proposed changes. The trial was held from March 8th, 2021, to June 6th, 2021. After the trial, the City reached out to neighbors in the community to see how the changes were perceived.

In reviewing the current request to extend the Use Permit, Planning staff relied on feedback from neighboring residents to determine whether the outdoor animal play area has been compatible with their neighborhood. An ambient noise level was not set at a specific decibel level; thus, compatibility is subjective to the listener, and it was in the best interest for the City to listen to the residents who live closest to Dogtopia to express their concerns with what they hear. There were multiple calls, reports, and videos sent to the Planning staff expressing concern over Dogtopia dogs being too loud from an adjacent neighbor over the year of the Use Permit. The concerned neighbor would not attend the neighborhood meetings but opted instead to contact staff directly. However, towards the end of the trial period neighbors noticed that the barking had been significantly reduced and were willing to give Dogtopia another chance.

Neighbors were hesitant to allow Dogtopia to intensify their use as the applicant was initially requesting due to the noise complaints that they made throughout the first year. However, they also understood that the year 2020 was an uncommon year due to COVID-19 pandemic and more residents working from home, which made it a non-typical year to judge the compatibility of the outdoor animal play area. As such, the neighbors were agreeable to giving Dogtopia another one-year time extension with no changes to the original conditions, except for increasing the time windows for when dogs can utilize the outdoor play area by thirty minutes each in the morning and the afternoon. The applicant, preferring to continue to request the changes, acknowledges the importance of receiving neighborhood support and therefore has agreed to another one-year time extension as stated.

Given the agreement between neighbors and the applicant, Planning staff finds that the requested Use Permit time extension for one more year is appropriate.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- The first official neighborhood meeting was held on January 21st, 2021. There was no one in attendance other than the applicant and staff
- The second official neighborhood meeting was held on February 18th, 2021. There was no one in attendance other than the applicant and staff.
- Following the 90 trial with the new proposed business operations, a staff met with two adjacent neighbors to receive their input and determine what they would be in agreement to.
- As of the writing of this memo, Planning staff is not aware of opposition.

Recommended Action

Planning staff recommends Planning and Zoning Commission move to recommend approval of Use Permit subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Site Plan, Floor Plan, Elevations and Narrative), as kept on file in Case No. PLH20-0070, shall void the Use Permit and require new Use Permit application and approval, unless otherwise amended via conditions herein.

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. Sound shall be controlled so as to not unreasonably disturb area residents and shall not exceed the ambient noise level as measured at the commercial property line.

5. The establishment shall provide a contact phone number of a responsible person (i.e., owner and/or manager) to interested neighbors to resolve noise complaints quickly and directly.

6. There shall be 1 Staff Member for Every Twenty (20) Dogs.

7. The outdoor animal play area shall be limited to the hours of 9:00 a.m. to 11:00 a.m. and 3:00 pm to 5:00 p.m., Monday through Friday; and 10:00 a.m. to 12:00 p.m. on Saturday.

8. There shall be no outdoor animal play within the outdoor animal play area on Sunday.

9. No dogs shall be left unattended in the outdoor animal play area and a staff member of the business shall always accompany any outdoor activity.

10. The number of dogs in the outdoor dog play area shall not exceed Thirty-Nine (39) Small Breed Dogs; or Thirty (30) Large Breed Dogs.

11. The Use Permit shall be valid for a period of one (1) year from the date of City Council approval. Continuation of the Use Permit beyond the expiration date shall require re-application to and approval by the City of Chandler.

VICE CHAIRMAN ROSE recused himself from item h, as he felt a conflict of interest existed.

CHAIRMAN HEUMANN asked if there was an error in a line of the Memo.

ZACHARY WERDEAN, CITY PLANNER stated he will review the line and remedy any errors.

CHAIRMAN HEUMANN advised he toured the facility and spent time with the Applicant. He presented statements regarding their operation and observing people dropping off their dogs for daycare. He stated he is hopeful the use will continue to be compatible. He presented further statements regarding the possibility of a longer use permit than one year but agrees that one year is appropriate for the changes made.

***i. PLH21-0046 COOPER'S HAWK WINERY & RESTAURANT**

Request Use Permit approval for a Series 7 Beer and Wine Bar license. The proposed business is located at 3325 W. Chandler Blvd., approximately one quarter of a mile west of the southwest corner of Price Road and Chandler Boulevard.

Background

- Zoned Planned Area Development (PAD) for commercial uses
- The subject site is part of the Chandler Fashion Center development
- Zoning Code requires Use Permit approval for any bar license

Surrounding Land Uses

	Chandler Boulevard then Commercial Center Zoned PAD		Chandler Fashion Center Mall
	Chandler Fashion Center		Chandler Fashion Center

Proposed Business Operations

Building/Suites Area	11,555 sq. ft. Building & 1,196 sq. ft. Patio
# of Employees	150 Full-Time Employee's / 50 Part-Time Employee's
Hours/Days of Operation	Monday Thru Sunday: 11:00 AM – 9:00 PM
# of Tables	Approximately 56 Indoor Tables and 20 Patio Tables

Review and Recommendation

Planning staff has reviewed the request and find it consistent with the General Plan and applicable zoning. The business will operate with a Series 12 Restaurant license and a Series 7 Beer and Wine Bar license for the off-sale of their bottled wine. Cooper's Hawk Winery & Restaurant will have a wine tasting bar with retail sales of wine for off-site consumption. A restaurant and bar with a Series 7 Beer and Wine Bar license is a compatible land use with the surrounding commercial and restaurant uses within the Chandler Fashion Center.

The restaurant is currently being constructed and was previously a multi-tenant retail building that has been demolished to make way for the new restaurant which obtained an Administrative Design Review approval on May 26, 2020.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood notice letter was mailed out in lieu of a meeting due to no residential development in the notification area.
- As of the writing of this memo, Planning Staff is not aware of any opposition to the request.

Recommended Action

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit, subject to the following conditions:

1. Substantial 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. The Use Permit is non-transferable to any other location.

3. The site shall be maintained in a clean and orderly manner.

4. This Use Permit approval is solely for a Series 7 Beer and Wine Bar license.

CHAIRMAN HEUMANN pointed out that the Applicant has a Series 12 Restaurant License and asked why they must come before the Commission for a Series 7 Beer and Wine License. He asked if they could file for both at the same time or is it because the Series 12 Restaurant License is approved administratively.

BEN CERECERES, CITY PLANNER responded a Series 12 Restaurant License does not require a Use Permit through Planning Division per the code. He stated Series 6 or Series 7 License requires a Use Permit.

CHAIRMAN HEUMANN asked when they plan to open and mentioned the business is from Chicago and he believed the opening was delayed by the pandemic.

BEN CERECERES, CITY PLANNER stated they will open in September 2021.

COMMISSIONER FLANDERS asked if this is Chandler Mall's first redevelopment project.

BEN CERECERES, CITY PLANNER responded yes, it is the first redevelopment that he is aware of.

COMMISSIONER FLANDERS advised he has been watching it and he is excited for it.

CHAIRMAN HEUMANN stated it will be a good addition.

3. **BRIEFING ITEMS:**

a. Chandler Airpark Area Plan Update

LAUREN SCHUMANN, SENIOR CITY PLANNER presented background information regarding Chandlers Airpark Area Plan. She stated the current Area Plan was approved and adopted in 1998, was nine square miles around the airport, and was created to establish land uses and help the economics of the airport. She explained the plan is going through a reevaluation to ensure the uses are still appropriate. She further stated as part of the reevaluation Staff was given an invite to set up design criteria within the area and a consultant was hired and will provide a presentation this date.

LESLIE DORNFELD, PLAN*ET COMMUNITIES advised the Airpark Area Plan is currently in the draft phase and will presented to the City Council during a Work Session in August. She further advised they hope to have the final draft completed around the end of the year. She explained to gain understanding of the airpark area and to determine issues and concerns of the existing plan there were community meetings, surveys, and discussion groups held. She further explained assessment work in economic and transportation were conducted during early stages.

DANNY COURT, ELLIOT D. POLLACK AND COMPANY presented an overview of commercial sectors in the airpark area and noted it is very interesting how new development is and taking off. He advised they looked at; the market, employment mix, what is forecasted in terms of employment groups, what kind of employees might live in the airpark, and the need to develop vacant land. He explained the vacancy rates are high due to the pandemic, however the airpark area in terms of office space is well occupied. He further explained industrial has a high vacancy, but this could be because how much new space has been developed. He presented current employment information as reported by the Maricopa Association of Government and mentioned the numbers do not reflect future employment and a few major employers such as Offer Pad are missing. He further advised that they forecast the City of Chandler as a whole, then narrowed it down to the airpark area. He stated the Maricopa Association of Government shows an increase of over 12,600 new jobs by 2055 in the airpark area, an 150% increase in jobs.

LESLIE DORNFELD, PLAN*ET COMMUNITIES presented statements regarding linking the economic development to land use. She advised the kinds of industries moving into the airpark area are advanced business services, high tech manufacturers, and aviation and aerospace businesses. She stated, as we began to divide the uses, we developed things that are good receptors for the kinds of groups coming to that area. She further stated the design guidelines included in the plan will work with where the growth is occurring in the airpark area.

DANNY COURT, ELLIOT D. POLLACK AND COMPANY advised that in using the Maricopa Association of Government for information there is no distinction as to what type of industries the jobs belong to, so that's where he comes in and to add the details. He further explained 12,534 employment alludes to the job force forecast and the category was a result of discussions with City of Chandler Economic Development. He explained due to the kind of jobs anticipated in the airpark area we have placed them in particular land use and building types. He further explained the buildings design standards were created to be compatible with the airport and in terms of building height and density, then translated into building space by type by employment. He pointed out the plan is not a buildout scenario by any means, it is a long-term horizon as the airpark continues to grow and more land will be needed to allow additional development of employment.

LESLIE DORNFELD, PLAN*ET COMMUNITIES advised based on the projections and land use categories, the Economic Development Department is focusing on the design and a plan for types of use. She stated to get an idea of what kind of growth is happening in the area, they conducted a market study and spoke to the following groups of people; experts in the airpark area, small businesses, large businesses, people who use the transportation system, special interest groups, zoning attorneys, people who work in entitlement, and the airport commission. She explained what they

heard the most, is that the Airpark Area Plan should; support aviation related uses, no more residential developments, the developments need to understand the needs of the airpark and the Economic Development Department's Strategic Goal. She further explained there is a large demand for multitenant industrial and site guidelines need to be more flexible, also the design expectation should be more formal and more arbitrary. She mentioned Chandler is competing with Mesa for available industrial space and the City needs to set some expectations and flexibility for job creation in this area. She stated business access to the San Tan 202 should be considered as an enhancement to alleviate traffic. She advised a community survey showed only a small amount who lived there worked in the area and people liked living there due to the freeway access, parks, shopping, and it is a great place to live and work since everything was close. She further advised the people recommended the following be improved as new development occurred, traffic, noise, roadway safety, employment, shopping, and dining. She advised the current Airpark Area Plan extends to Pecos Road and since most of that area has been developed and in the new plan the boundary is pulled back to the San Tan 202 and the Airport Commission was comfortable with that.

CHAIRMAN HEUMANN asked to clarify the side as it presents 36% of undeveloped land.

LESLIE DORNFELD, PLAN*ET COMMUNITIES responded land that is available or incubated in terms of zoning and site planning. She advised the reason is the influence in the airpark area is somewhat constrained to that area. She mentioned, you will notice most of that land is west of McQueen Road and southeast of the airport. She stated understanding the type of businesses coming to the area, a land use map and land use categories were created. She explained commercial would be consider for commercial retail with service use type offices inside; the innovation zone would capture flex office, maker space; and light industrial is for fabrication, manufacturing, buildings designed with a small show room in the front with fabrication in the back, also called maker space, a lot of that is along the railroad. She presented a slide to show how much has changed from the current Airpark Area Plan. She explained there are broader uses in the older plan, therefore, a considerable amount was refined to a line with the city's strategic plan. She presented the Airpark Area Plan draft and advised it is a digital document that can be updated instantaneously. She further advised the City is able to update this using their GIS and digital system and the format is interactive. She presented the website to the Commission and showed different sections where demographics, economic information, and land uses could be found. She explained draft plan was created using authority guiding principles, land use plan, infostructure elements, transportation elements and design guidelines. She advised the plan includes golden strategies for each district and the areas on the clickable map. She pointed out transportation elements that include a pedestrian section with enhanced crossings on roadways and gateways. She advised the vehicular routes reflect what is in the updated Transportation Master Plan and pointed out a commerce route was added as a direct

response to the community concerns regarding truck traffic. She further advised the objective of this Commerce route is to direct truck traffic to use Arizona Avenue and Gilbert Road to access the San Tan 202. She explained trucks will be encouraged to use Queen Creek Road to reduce the amount of truck traffic in residential areas. She stated residents and employees of nearby businesses like to look at the planes and see the plans take off from the airport, therefore a path was created to give the opportunity for people to walk. She further stated this will allow nearby schools to use pedestrian access points instead of main roads and they recommend McQueen Road become more of a pedestrian route connecting Tumbleweed Park to the canal.

CHAIRMAN HEUMANN pointed out the walking and bike paths from the airport and asked how they would relate to Paseo Trail, as it is heavily used by bikers, runners, and walkers.

LESLIE DORNFELD, PLAN*ET COMMUNITIES pointed out Paseo Trail on the website map and advised at one point it is connected to the airport trail and the suggested connections be continued south along paseo along to the edge of the wastewater treatment plant and west to the high school.

CHAIRMAN HEUMANN mentioned McQueen Road is a six-lane major thoroughfare, so it may not be conductive or compatible to make it a pedestrian friendly. He presented concerns regarding the six-lanes and is not sure how it would work, he suggested the use of Paseo Trail.

VICE CHAIRMAN ROSE asked if something is coming in the northeast corner of McQueen and Queen Creek as he noticed the number of cows reducing. He mentioned he does not believe there are restaurants that are walkable in that area.

CHAIRMAN HEUMANN clarified the space on northeast corner of McQueen and Queen Creek is used for cattle raising and asked if its county land.

LAUREN SCHUMANN, SENIOR CITY PLANNER responded the area was annexed by the City and currently zoned for AG1. She stated in the new plan it is envisioned to be part of the innovation zone.

LESLIE DORNFELD, PLAN*ET COMMUNITIES presented design guidelines and advised they focused on three areas: innovation, light industrial, and commercial offices.

KURT NAGEL, CALLISONRTKL has created examples of three sites and using the series of written guidelines. He advised the first is the southeast corner of McQueen and Armstrong, given the size of the site, here is an example of a variety of the buildings that could be incorporated to this site, which is assigned innovation land use. He advised innovation area will accommodate multitenant, flex, box type developments.

He presented concept designs to demonstrate how to break up massing and make the design more interesting. He stated architecture character will emphasize corners and entrances and because multitenant tend to have more doors, they should be screened or oriented, so they are away of the street. He presented another example for the area and stated this type is more of a campus, business park, with development in the middle of the site, orienting buildings around central open space for employees and visitors, with shading devises within. He advised the guideline introduces more transparency with expectations and prevents unwelcomed elements such as reflected glass, which was a request from the airport. He presented statements regarding the building standard including employee accommodations such as shading elements, enhanced entrances, support retail. He presented more concept elevations that showed architecture features reaching out, screening overhead doors, canopy shade structures. He advised a certain percentage of office and space for warehousing to attract manufacturing and innovated aerospace type uses. The next area showed was the corner of Arizona Avenue and Ryan, he advised this area is for innovation and the back half is industrial. He showed an example of a three-story building with office along Arizona Avenue, with campus type characters. He stated buildings should highlight corners and entrances, also screen doors should face to the rear of the building and not show from the street. His last example is land south of the airport along Queen Creek, he presented a slide with an image incorporating a mix of buildings towards the back end of this site. He advised this a multitenant flex for introducing creative office type uses. He stated to create a more unified site there is a diagonal link with open space areas with pedestrian amenities and retail type uses are incorporated.

LESLIE DORNFELD, PLAN*ET COMMUNITIES advised with in the plan there are examples with photos; each of the sets of guidelines have five sets of goals. The objectives to the goals are as follows: to make sure site is orderly, functional, and clearly organized; to ensure buildings are compatibly scaled, masked appropriate to the district, create an identity to the area; the design is high quality and visually compelling; the buildings are attractive visually and architecturally interesting; they have side access; the land scape is interesting and visually compelling; sustainably designed and using sustainable elements whenever possible.

KURT NAGEL, CALLISONRTKL advised the guidelines meet the interest of the airport and ensure developments do not interfere with airport operations, for example preventing up lighting and reflective glass.

COMMISSIONER EBERLE thanked the consultants for their presentation as it appears to be terrific in so many ways. He stated his interest is in the retail elements and the potential that would bring. He mentioned he has not studied the plan comprehensively and asked if there was a number to how many retail sites they anticipate.

LESLIE DORNFELD, PLAN*ET COMMUNITIES advised that retail is appropriate in innovation and commercial office areas, therefore, in commercial office can be entirely retail or a mix of retail and office. She further explained, innovation areas are designed for higher employment type uses, but retail would be welcome on the ground floors or entry areas not only to service the development but the neighborhood as well.

COMMISSIONER EBERLE stated as we continue to develop it is imperative to identify what we have done well and what we have not. He mentioned as this was put together, I am sure there were thoughts of what we could have done differently and what we should do moving forward.

LESLIE DORNFELD, PLAN*ET COMMUNITIES stated residents in the area were mostly concerned with truck traffic and that is why the commerce route was presented. She advised you cannot get rid of that kind of traffic if you have an intense employment area, but it can be managed better through signs and design. She further stated people mentioned trails, parks, and nice pedestrian spaces to improve the area. She explained there is tremendous opportunity to create trails that can serve offices, businesses, retail, and pedestrians with trails leading to a shopping centers or connecting to the offices.

KURT NAGEL, CALLISONRTKL advised some employer representatives spoke of introducing support type services and commercial activity connected through the trails so the employees can get lunch or certain services like dry cleaning.

COMMISSIONER EBERLE asked if there were any conflicts in the City of Chandler's General Plan

LESLIE DORNFELD, PLAN*ET COMMUNITIES responded the Draft of the Airpark Area Plan Update not conflict with Chandler's General Plan.

CHAIRMAN HEUMANN advised this area has been planned for high employment for twenty to thirty years and we keep encroaching on part of that. He mentioned there are several multifamily projects going into Germann and McQueen taking away land that was designed for employment. He asked if no more residential was laid out clearly.

LESLIE DORNFELD, PLAN*ET COMMUNITIES advised there no new residential designations in this plan within the nonresidential districts and the only residential areas have existing residential. She provided an example in the innovation district and showed notations that prohibit residential in this land use category. She advised it would take a general plan amendment to change that and they added as many notations as they could from a planning standpoint.

CHAIRMAN HEUMANN stated it is imperative to protect our high employment zones going forward. He is concerned as Chandler has less land and developers want to come in and do their own certain things, he stated it critical we set the bar high. He asked the consultants to incorporate landscaping requirements to ensure plant species are compatible with desert environment. He stated its necessary to use plants that work in this climate due to the drought situation. He also asked for parking ratios to be incorporated as the presentation showed a lot of buildings, but not a lot of parking garages, which would be needed for larger developments. He stated the parking garages should look as good as the buildings. He presented statements regarding the importance of flexibility and having set standards. He asked if the Airpark Area Plan Draft is available online and pointed out it looks flat with the white background.

LESLIE DORNFELD, PLAN*ET COMMUNITIES responded the background colors and font can be changed and the draft is not yet available online.

CHAIRMAN HEUMANN advised he understands the content is more important than the font and background. He further advised, its important we have great stuff built and ensure the focus is on what works and avoid issues we have made in the past. He stated, in thirty years when there is no more land left in Chandler, we want to make sure that we are not missing out on job opportunities, by allowing residential to take away areas designated for high employment.

4. **MEMBERS COMMENTS/ANNOUNCEMENTS**
None

5. **CALENDAR**
The next study session will be held before the regular meeting on Wednesday, August 4, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street.

6. **ADJOURNMENT**
The study session was adjourned at 5:26 p.m.

Rick Heumann, Chairman

Dm for KM

Kevin Mayo, Secretary

REGULAR MEETING MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CHANDLER, ARIZONA July 21, 2021, held in the City Council Chambers, 88 E. Chicago Street.

1. **CALL TO ORDER/ ROLL CALL**

CHAIRMAN HEUMANN called the study session to order at 5:48 p.m.
The following Commissioners answered Roll Call:
Chairman Rick Heumann
Vice Chairman David Rose
Commissioner George Kimble
Commissioner Matt Eberle
Commissioner Michael Flanders

Absent:

Also, present:
Mr. Kevin Mayo, Planning Administrator
Mr. David de la Torre, Planning Manager
Mr. Thomas Allen, Assistant City Attorney
Ms. Lauren Schumann, Senior City Planner
Ms. Kristine Gay, Senior City Planner
Mr. Ben Cereceres, City Planner
Mr. Zachary Werdean, City Planner
Mr. Harley Mehlhorn, Junior Planner
Mr. Ben Bravenec, Planning Intern
Ms. Julie San Miguel, Clerk

2. **PLEDGE OF ALLEGIANCE:**

Pledge of Allegiance led by COMMISSIONER EBERLE.

3. **APPROVAL OF MINUTES**

a. Study Session Minutes of the Planning and Zoning Commission held on Wednesday, June 16, 2021. **Approved**

b. Regular Meeting Minutes of the Planning and Zoning Commission held on Wednesday, June 16, 2021. **Approved**

c. Meeting Minutes of Design Review Committee held on Wednesday, June 16, 2021. **Approved**

MOVED BY VICE CHAIRMAN ROSE, second by **COMMISSIONER KIMBALL** to approve the Minutes of the Design Review Committee held on June 16, 2021, and the Minutes of the Study Session and Regular Meeting of the Planning and Zoning Commission held on Wednesday, June 16, 2021.

The motion passed unanimously 5-0.

Chairman Rick Heumann – In Favor
Vice Chair David Rose – In Favor
Commissioner Matt Eberle– In Favor
Commissioner George Kimble – In Favor
Commissioner Michael Flanders– In Favor

4. AGENDA ITEMS:

CHAIRMAN HEUMANN informed the audience before the Regular Meeting, Commission and Staff met in open Study Session to discuss items on the Agenda, items a, b, c, d, e, f, g, h, and i are on consent.

*a. PLH21-0030/PLH21-0015/PLT21-0011 OLD STONE RANCH PHASE 4

Approved With Added Stipulations

Request Area Plan Amendment to the Brooks Ranch Area Plan by adding Single-Family Medium Density (0-6 du/ac), Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for single-family residential, Preliminary Development Plan for subdivision layout and housing product, and preliminary plat approval for a single-family subdivision on approximately 8 acres located west of the northwest corner of Chandler Heights and Lindsay roads.

Background

- Subject site is approximately 8 net acres; annexed in 2019
- Subject site is located adjacent to Old Stone Ranch master planned community which includes 585 single-family lots, a school, a park with trails throughout the subdivisions, and landscaped entries with water features within 234 gross acres; 2003
- Southeast Chandler Area Plan (SECAP) approved and adopted, encouraging maximizing density at 3.5 du/ac; 1999
- Brooks Ranch Area Plan approved and adopted, encouraging development of farms to single-family residential; 2000
- Old Stone Ranch contains three residential subdivisions with typical lots sizes ranging from 7,200 to 10,000 square feet and a mix of one- and two-story single-family homes
- The aggregate overall density for the existing three phases of Old Stone Ranch is 2.5 du/ac
- The proposal would change the aggregate overall density for Old Stone Ranch to 2.69 du/ac

Surrounding Land Use Data

North	Avian Meadows- 200 single-family lots	South	Chandler Heights Road
East	Assisted living memory care facility	West	Old Stone Ranch- Phase 3- 176 single-family lots

General Plan and Area Plan Designations

	Existing	Proposed
General Plan	Neighborhoods	No Change
Southeast Chandler Area Plan (SECAP)	Traditional Suburban Character	No Change
Brooks Ranch Area Plan	Rural Residential (0- 1.5 du/ac)	Single-family Medium Density (0-6 du/ac)

Proposed Development

	Single family subdivision
# of Lots	44 single family lots
Density	Aggregate density (including Old Stone Ranch Phases 1-3 and the proposed development): 2.69 dwelling units per acre Isolated density: 5.47 dwelling units per acre
Building Setbacks (min.)	Front –20 ft. to garage from back of sidewalk, 4 ft. to livable Sides – 4 ft. & 1 ft. Rear - 5 ft., lots along north property line rear yard shall be 10 ft.
Minimum Lot Size	55'x 81' (4,455 sq. ft.)
Lot Coverage (max.)	70 percent
Building Height (max.)	All homes one-story; 22 ft.
Architecture Theme	Spanish
Number of Elevations	12
House Size	2,220 – 3,495 square feet
Number of Floor Plans	3
Parking Spaces	Each lot provides a two-vehicle garage with driveways for two vehicles On-street parking provided on one side of street; approximately 40 on-street guest parking spaces Subdivision is not gated

Review and Recommendation

Planning staff has reviewed the request finding consistency with the General Plan and the intent of the SECAP. Planning staff supports the request citing the property is considered an infill property since all adjacent properties have developed. The General Plan allows medium-density residential (3.5-12) to be considered as a transitional land use on infill parcels when located adjacent to an arterial street.

New Village Homes has met with the Old Stone Ranch Homeowner's Association (HOA) to incorporate the proposed development into the HOA as Phase 4 of Old Stone Ranch. In return, the proposed development will provide monument signage for the existing Old Stone Ranch community and continue the theme of the existing subdivision through landscaping and varying fences along Chandler Heights Road.

Aggregate density can be considered if the proposed development is a part of a larger master planned development; through aggregate density, the proposal may be considered if designed appropriately and compatible with surrounding lots. Although the proposed lots are smaller, all of the homes are one-story and expand the diversity of housing in the area. Lots along the north property line have increased rear yard setback to further ensure compatibility with existing homes to the north. The development provides substantial landscape setbacks along the north side of Chandler Heights Road and at the entrance on the west side, thus creating a compatible development design that completes the southern entrance to Old Stone Ranch.

Since the site is within the SECAP, design elements are required in order to achieve a density greater than 2.5 du/ac. The request is for a density of 5.47 du/ac with overall proposed aggregate density of Old Stone Ranch totaling 2.69 du/ac. When the SECAP was adopted the design requirements provided options, such as common area lakes that were intended for larger residential developments. The proposed development will include a common pool with ramada seating area and a dog park for residents meeting the intent of the SECAP.

Due to the infill nature of the site, the Residential Development Standards (RDS) for subdivision layout are not applicable. However, the RDS guidelines remain applicable to the architectural design of the homes. The proposed single family residential subdivision meets the intent of development standards, residential design guidelines, and the SECAP. Planning staff recommends the Planning and Zoning Commission recommend approval of Old Stone Ranch Phase 4 single-family subdivision subject to conditions.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A virtual neighborhood meeting was held on May 12, 2021. The applicant's team, Planning staff, and approximately three neighbors attended the virtual meeting.

Questions were asked about the home builder, other subdivisions they built, and general timelines for the project were asked. One Avian Meadow's resident whom abuts the subject site had concerns about the proposed rear yard setback adjacent to their property.

- As of the writing of this memo, Planning staff has been contacted by two residents stating single-family is the most appropriate at this site and would oppose any type of multi-family or attached condos. Planning staff is unaware of any opposition to the request.

Recommended Actions

Area Plan Amendment

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Area Plan Amendment to the Brooks Ranch Area Plan by adding Single-Family Medium Density (0-6 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 single-family residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Old Stone Ranch Phase 4" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0015, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s) the developer shall be required to upgrade such landscaping to meet current City Standards.

4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

5. Minimum setbacks shall be as follows:

Front yard setback	20 ft. to garage from back of sidewalk, 4 ft. to livable

Side yard setbacks	4 ft. & 1 ft.
Rear yard setbacks	5 ft., lots along north property line rear yard shall be 10 ft.

6. Maximum lot coverage shall be seventy (70) percent.

7. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

8. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

9. The covenants, conditions and restrictions (CC & R's) to be filed and recorded with the subdivision shall mandate the installation of front yard landscaping within 180 days from the date of occupancy with the homeowners' association responsible for monitoring and enforcement of this requirement.

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 "Old Stone Ranch Phase 4" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0015, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. All lots shall be constructed with single-story homes only.

3. The site shall be maintained in a clean and orderly manner.

4. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

5. 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.

6. The same elevation shall not be built side-by-side or directly across the street from one another.

7. 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: Stipulations #8 through #11 were added on the Addendum Memo presented to Planning and Zoning Commission this date.

8. The applicant shall replace all Chilean Mesquite trees with a different tree from the low-water-use plant list.

9. The applicant shall work with staff to provide another primary base color for the housing product.

10. The applicant shall work with staff to provide more stone/brick veneer on front elevations.

11. 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.

Note: Stipulation #12 was added as a result of the Planning and Zoning's discussion during the Study Session.

12. The applicant shall work with staff to provide enhanced side elevations.

Preliminary Plat
Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission move to recommend approval of the Preliminary Plat subject to the following condition:

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

Proposed Motions
Area Plan Amendment
Move Planning and Zoning Commission recommend approval of PLH21-0030 Old Stone Ranch Phase 4, amending the Brook Ranch Plan by adding Single-Family Medium Density (0-6 du/ac) as shown on the Area Plan Amendment Exhibit.

Rezoning
Move Planning and Zoning Commission recommend approval of PLH21-0015 Old Stone Ranch Phase 4, rezoning from AG-1 to PAD for single family residential, subject to conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH21-0015 Old Stone Ranch Phase 4, subject to conditions as recommended by Planning staff.

Preliminary Plat
Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT21-0011 Old Stone Ranch Phase 4, subject to a condition as recommended by Planning staff.

An Addendum Memo was presented to the Commission adding Preliminary Development Plan Stipulations #8 through #11 and a result of the Planning and Zoning's discussion during the Study Session Stipulation #12 was added.

CHAIRMAN HEUMANN requested staff present the additional stipulation added as a result of the Planning and Zoning's discussion during the Study Session.

DAVID DE LA TORRE, PLANNING MANAGER presented the additional Stipulation reflected under #12 of the Preliminary Development Plan.

***b. PLH20-0059 PRICE & QUEEN CREEK CAMPUS**
Approved With Modified Stipulations
Request Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for office, manufacturing, and ancillary commercial uses, with a Mid-Rise Overlay, and Preliminary Development Plan for conceptual site layout and building architecture on approximately 37 acres located at the northeast corner of Price and Queen Creek roads.

Background
- Site is currently zoned and used for agricultural land uses
- 37-acre site

Surrounding Land Use Data

North	Continuum	South	Downtown Ocotillo residential, lodging, and commercial
East	Lodging and agricultural	West	Wells Fargo

General Plan and Area Plan Designations

Plan	Recommended Land Use	Proposed Amendment
General Plan	Growth Area 4: South Price Road Corridor, and Employment	No Change

Proposal

Employment Campus	
Proposed Primary Land Uses	Approximately 585,000 square feet of: High technology; Semi-Conductor; Biomedical; Biotechnology; Bioscience; Pharmaceuticals; Nanotechnology related land uses Telecommunications; Aerospace; Renewable and cogeneration energy. Educational facilities Research laboratories High-technology-related assembly of finished products Advanced Business Services Non-offensive manufacturing, and/or Office, high-tech and non-high-tech related.
Proposed Ancillary Land Uses	Approximately 11,400 square feet of: Retail Service Proposed to be located only in the northwest portion of the site
Conceptual Building Design	Minimum building height of 40 feet Maximum height of 150 feet Unique application of concrete, glazing, architectural panels, natural stone, hiqh-quality composite materials, and/or tile Unique concrete finishes and forms Variety of window dimensions and fenestration A common design theme will be used across all buildings
Conceptual Site Design	Large landscaped setbacks along Price & Queen Creek roads Two main drive aisles provide primary onsite circulation Four primary Class-A office-style buildings centered on the site and oriented around the main drive aisles create a campus One single-story commercial building located near the northwest corner of the site Two parking structures on the north Surface parking is screened along main drive-aisles via landscaping Drive aisles are enhanced with unique paving, sculptures, and street landscaping.

	Outdoor amenity spaces for employees and guests will be coordinated with each building Area reserved for electric vehicle parking, ride share pick-up/drop-off, bike parking, and direct pedestrian connections
Conceptual Landscaping	Date Palms proposed at the main entrance on Price Road and Queen Creek Road Enhanced landscaped perimeter (as measured from back of sidewalk): Price Road: +/- 70' – 100' Queen Creek Road: +/- 23' - 40' Ellis Road: +/- 20' Mockingbird Road: +/- 20' Artistic corner campus identification signage and blue glass proposed as alternative to water feature

Review and Recommendation

Staff finds the proposed rezoning, mid-rise overlay, and preliminary development plan, to align with the goals of the 2016 General Plan.

The 2016 General Plan identifies the site as being located within Growth Area 4, the South Price Road Corridor where the following guidance is provided:

- Preserve high-value employment reputation
- Maintain and expand the campus environment
- Develop the corridor with mid-rise developments
- Use a common design theme
- Preserve corridor aesthetics
- Accommodate multiple modes of transportation
- Provide flexibility for remnant parcels

To maintain flexibility while attracting potential tenant(s), the applicant has included very conceptual renderings and exhibits to establish the required level of quality and design. Upon identifying the tenant and respective building needs, the applicant will submit for an Administrative Design Review for site and building design. Staff will review the administrative submittal for consistency with the renderings, conceptual imagery, narrative, stipulations, and City Code.

Staff is confident that the conceptual Development Booklet and stipulations will result in a high-quality campus development commensurate with existing Price Road sites.

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 January 27th, and January 28th, 2021.
- Minor questions and discontentment for any change to the site was initially received from one resident. After the applicant shared the General Plan's guidance for the South Price Road Corridor, the resident had no further concerns. Residents had concerns regarding the building height, the land uses and associated traffic concerns.
- As of writing this memo, Planning staff has not received further opposition from residents regarding the proposal.

Recommended Actions

Note: The Planning and Zoning Commission was presented with an Addendum Memo as Staff proposed a revised set of Rezoning and Preliminary Development Plan (PDP) Stipulations, the revisions address the following:

- Rezoning Stipulation #8
  Stipulated the minimum building height of 45 feet.
- Rezoning Stipulations #11 & 12
  Moved landscaping stipulations from PDP to rezoning.
- PDP Stipulation #7
  Corrected the referenced landscaped corner

Rezoning

Planning staff recommends Planning and Zoning Commission move to recommend approval of the rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for office, manufacturing, and ancillary commercial, with a Mid-Rise Overlay, subject to the following conditions:

1. Primary land uses shall be limited to knowledge-intensive uses including but not limited to:

   a. Manufacturing, research and development, and/or office for high technology, biomedical, biotechnology, bioscience, pharmaceuticals, nanotechnology, telecommunications, aerospace, renewable and/or cogeneration energy, and other industries involved in emerging technologies except no use shall be permitted which is likely to be detrimental to the health and safety of the surrounding area or the general community;

   b. Higher education facilities such as universities and professional institutes of learning;

c. Assembly of finished products or subassemblies, so long as the primary use of the property is technology related and not basic processing and compounding of raw materials or food products;

d. Supporting advanced business services or office uses such as financial services, information technology, software design, professional design or engineering firms, accounting, or human resources; and

e. Other uses determined by the Zoning Administrator to be similar to the aforementioned knowledge-intensive uses.

2. Notwithstanding any provision of the Development Booklet or of any other conditions of the Rezoning, no data center use of any type, unless ancillary and secondary to a primary use, shall be a use permitted for the property that is the subject of this Rezoning.

3. Call centers, warehousing, storage, distribution, and other similar land uses that do not employ a workforce composed of a substantial number of predominantly highly skilled workers engaging in knowledge-intensive employment shall not be permitted as a primary use on the subject site.

4. Commercial land uses including retail, restaurant, and personal services shall be permitted as an ancillary land use and shall not occupy more than a total of 12,000 square feet on the 37-acre site.

5. The stand-alone commercial building shall not be constructed first.

6. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet, entitled, "Price & Queen Creek Campus" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0059, 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.

7. Building heights shall not exceed 150 (one hundred and fifty) feet in height as measured to the top of parapet of the building façade.

8. Building heights shall not be less than 45 (forty-five) feet, except for the proposed parking structures and "Incidental Service Retail Pad," which shall not be required to adhere to this minimum building height.

9. 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.

10. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

11. 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.

12. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

Note: Stipulation #13 and #14 were revised as result of the Planning and Zoning's discussion during the study session.

13. As part of the Administrative Design Review process, where staff determines that the proposed site improvements do not achieve a high-quality campus design commensurate with existing similar developments within the Price Road Corridor the request may be reverted to Council for approval of a revised Preliminary Development Plan.

14. As part of the Administrative Design Review process, where staff determines that the proposed building design does not achieve a high-quality architectural design commensurate with existing similar developments within the Price Road Corridor the request may be reverted to Council for approval of a revised Preliminary Development Plan.

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 conceptual plans included in the Development Booklet, entitled, "Price & Queen Creek Campus" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0059, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by Chandler City Council.

2. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

3. 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.

4. As shown in the conceptual exhibits a landscaped setback no less than approximately 100 feet in depth on average shall be provided along Price Road. To ensure adequate plantings are provided, the quantity of trees and plants typically required by the City Code to be provided in this landscaped setback shall be multiplied respective to the depth of the landscape setback that is ultimately provided.

5. The northeast corner of the site shall be designed and landscaped such that all four corners of the intersection of Mockingbird Drive and Ellis Road have a coordinated appearance.

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. Building signage shall be architecturally coordinated with the respective façade.

7. All signs shall comply with Chapter 39, Sign Code, of the Chandler City Code.

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.

Proposed Motions

Rezoning

Move Planning and Zoning Commission recommend approval of PLH20-0059 Price & Queen Creek Campus, rezoning from AG-1 to PAD for office, manufacturing, and ancillary commercial and Mid-Rise Overlay for building heights up to 150 feet. as recommended by Planning staff.

Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH20-0059 Price & Queen Creek Campus subject to conditions as recommended by Planning staff.

The Planning and Zoning Commission was presented with an Addendum Memo as Staff proposed a revised set of Rezoning and Preliminary Development Plan (PDP) Stipulations and as result of the Planning and Zoning's discussion during the Study Session, Rezoning Stipulations #13 and #14 were revised and two exhibits were removed by the Applicant.

CHAIRMAN HEUMANN requested staff present the Stipulations modified as a result of the Planning and Zoning's discussion during the Study Session.

KRISTINE GAY, SENIOR CITY PLANNER, presented revised Rezoning Stipulations reflected under #13 and #14. She further stated 2 images were removed from the exhibits by the Applicant.

CHAIRMAN HEUMANN asked if the wording in the Stipulation needed to read "Commission and Council" in order to go back through Planning and Zoning Commission.

KRISTINE GAY, SENIOR CITY PLANNER stated the Zoning Administrator confirmed that part of being reverted back to Council includes going before Planning and Zoning Commission first.

CHAIRMAN HEUMANN stated as long as the Assistant City Attorney agrees that it does not specifically need the words "Commission and Council" to come back through Planning and Zoning Commission.

***c. PLH20-0072/PLT21-0016 CHANDLER AIRPARK TECHNOLOGY CENTER Approved**
Request Preliminary Development Plan (PDP) approval for site layout and building architecture for flex industrial buildings with office. The approximate 26.2-acre subject site is located at the southwest corner of Gilbert Road and Insight Way.

Update
This item was continued from the June 2, 2021, Planning and Zoning Commission meeting for a Design Review Committee (DRC) meeting, which occurred on June 16, 2021. The applicant updated the front elevations for the DRC meeting. Commissioners had concerns citing additional work needed to occur to further break-up the large planes. Since that meeting, the applicant has made the following revisions:

- Increased the size of trees proposed along the street to thirty-six (36) inch boxes
- Added dates palms at the street entries
- Incorporated additional material of metal including a metal pop-out, awnings, and panels
- Increased glazing and transparency with introduction of more storefront facing Gilbert Road
- Added more "Human scale" and pedestrian friendly design amenities including landscape planters, shade canopies and seating areas

- Added richer material/ color palette that complements the design and accentuate the architectural language
- New materials include added paint colors, metal canopies, translucent metal mesh panels and warm natural stone planters for landscape
- Highlighted the building mass with more pronounced push and pull setbacks along the eastern façade to break the long mass and introduce a more appropriate architectural scale
- Added reveals and form-liner panels at previous blank areas per the city's comment about breaking the monotonous façade, creating elevations with more movement and animation
- Updated the southern elevation to complement the eastern elevation redesign and create a more 3-dimensional architecture while driving up Gilbert Rd.

Background

- Approximately 26.2 acres
- Subject site zoned Planned Area Development (PAD) for light industrial (I-1 uses), office, and showroom within the 80-acre Chandler Airport Business Park (CABP) Phase 2 in 2006
- Separate PDP's are required for properties located along Gilbert Road
- Project consist of two phases consisting of flex buildings allowing for a mix of light industrial uses and office
- Phase 1, the south portion, will consist of two flex industrial buildings
- Phase 2 will consist of either two additional flex industrial buildings or an office building with consistent architectural design; Phase 2 will be reviewed administratively by staff

Surrounding Land Use Data

North	Insight Way then Watermark development (retail & office)	South	Rockefeller- Chandler Crossroads (flex industrial & commercial)
East	Gilbert Road	West	Insight (office)

Proposed Development Phase 1

Building Square Footage	220,718 total square feet Building A (west) 126,049 square feet Building B (east) 94,319 square feet
Building Height	Maximum 45 feet; Provided 43 feet
Number of Dock Doors	Building A- 28 doors (6 at grade & 23 dock) Building B- 29 dock doors (4 at grade & 25 dock)
Parking Spaces Required	252 spaces
Parking Spaces Provided	305 spaces; allowing for approximately 20% office

Review and Recommendation

The two proposed flex industrial buildings allow for a mix of uses including manufacturing, research and development, and office. Generally ancillary uses such as office and retail showroom are limited to occupy ten percent of a building within industrial development unless noted; the proposal requests up to 20 percent office and/or retail showroom accordingly to comply with available parking.

The request was reviewed for compliance with the design standards established within the CABP guidelines including landscaping and signage. The alignment of the two buildings internalize the dock doors and screening of the rear facades. An eight (8) foot wall will be provided between buildings to further screen the rear courts. The development doubled the amount of landscaping and building setback required along Gilbert Road to further buffer from Gilbert Road and residential east of Gilbert Road. A mix of material including glazed glass, metal panels, awnings, steel columns, and form liners are used to enhance the tilt-up walls. The color scheme of earth tones is proposed to be consistent with the CABP guidelines established in 2006. Under Phase 1, all landscaping will be installed along all property lines and at the intersection of Gilbert Road and Insight Way a center identification sign will be constructed. Phase 2 will consist of either two additional flex industrial buildings or an office building depending on market demand and will be reviewed administratively by staff for consistency with the approved architectural design.

Staff finds the proposal to be consistent with the goals of the General Plan, CAAP, and CABP thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- To comply with CDC social distancing guidelines, the applicant hosted a digital neighborhood meeting on May 4, 2021. The applicant's team, city staff, and five (5) households attended the virtual meeting. General questions about construction timelines and traffic patterns were asked from residents. No opposition was expressed.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Recommended Actions

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 "Chandler Airpark Technology Center" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0072, 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. Compliance with original conditions adopted by the City Council as Ordinance No. 3814 in case DVR06-0038 Chandler Airport Business Park Phase 2, except as modified by condition herein.

3. The landscaping shall be maintained at a level consistent with or better than at the time of planting.

4. 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.

5. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

6. Phase 2 will be reviewed administratively by staff for consistency with the approved architectural design.

7. Landscaping improvements along the perimeter of the property and the center identification sign to be installed during the first phase of development.

8. 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

Preliminary Plat
Upon finding consistency with the General Plan and the approved rezoning, Planning staff recommends the Planning and Zoning Commission move to recommend approval of the Preliminary Plat, subject to the following condition:

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

Proposed Motions
Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH20-0072 Chandler Airpark Technology Center, for site layout and

building architecture for flex industrial buildings with office, subject to conditions as recommended by Planning staff.

***d. PLH20-0069 CHANDLER CORPORATE CENTER LOTS 8 & 10 Approved**

Request Preliminary Development Plan (PDP) approval for site layout and building architecture for one flex industrial building with office on approximately 6.05 acres. The subject property is located north of the northwest corner of Chandler Boulevard and McClintock Drive.

Update

This item was continued from the June 2, 2021 Planning and Zoning Commission meeting for a Design Review Committee (DRC), which was held on June 16, 2021. Revisions to the site layout were completed by the applicant to address the Design Review Committee's guidance and include the following:

1. Increased the size of trees along the east side of the property.

2. Enhanced the overall architecture of the building with metal accents, additional formline scoring, and enhanced entry feature....

3. Added an outdoor pedestrian seating area for employee's

4. In response to comments regarding the color, the applicant provided a comparison of the proposed color palette with the approved business park color palette to show that the proposal matches the surrounding developments

Background

- Approximately 6.05 acres
- Subject site zoned Planned Area Development (PAD) for industrial, office and warehouse (general); approved in 1988
- The original PDP was approved in 2000 and modified in 2005 which required a minimum of three smaller buildings on the subject site; proposal seeks to combine all three into one larger building

Surrounding Land Use Data

North	Across Galveston Street: Existing building zoned (PAD) for Industrial, office and warehouse (limited)	South	Existing building zoned (PAD) for Industrial, office, and warehouse (limited).
East	Across McClintock Drive: Existing Single-Family lots Zoned SF8.5 (Single-Family District)	West	Across Juniper Drive: Existing building zoned (PAD) for industrial, office, and warehouse (general)

Proposed Development

Building Square Footage	86,263 Square-feet
Building Height	Maximum 45 feet; Provided 38 feet
Number of Dock Doors	22 at grade doors 2 dock doors
Parking Spaces Required	112 spaces
Parking Spaces Provided	189 spaces; allowing for approximately 20,000 square-feet of office

Review and Recommendation

The proposed flex industrial building allows for a mix of uses including industrial, office and general warehousing. The proposal requests up to 20,000 square-feet of office accordingly to comply with available parking.

The proposed industrial shell building will be approximately 86,263 square-feet. The building will be constructed of tilt-up concrete with building design, colors and materials having a cohesive palette that maintains consistency throughout both the site and building elevations while complimenting the surrounding area. Four-sided architecture is prevalent throughout the elevations with some varied parapet heights, and colors to reduce continuous wall lengths.

Staff finds the proposal to be consistent with the goals of the General Plan, thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on May 3, 2021, One neighbor was in attendance and had general questions regarding on-site retention.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Recommended Action

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission 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 "Chandler Corporate Center Lots 8 & 10" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0069, 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 landscaping shall be maintained at a level consistent with or better than at the time of planting.

3. 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.

4. The site shall be maintained in a clean and orderly manner.

5. 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.

6. 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.

Proposed Motion
Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH20-0069 Chandler Corporate Center Lots 8 & 10 for site layout and building architecture for a flex industrial building, subject to conditions as recommended by Planning staff.

***e. PLH21-0009 PHOENICIAN MEDICAL CENTER AT 1345**
Continued to September 1, 2021, Planning and Zoning Commission Meeting
Request Preliminary Development Plan (PDP) approval for site layout and building architecture for a one-story medical office building on approximately 0.4 acres. The subject property is located approximately one quarter of a mile north of the northeast corner of Ray and Alma School roads. (STAFF REQUESTS CONTINUANCE TO THE SEPTEMBER 1, 2021, PLANNING AND ZONING COMMISSION MEETING.)

The applicant requests a second continuance to allow additional time for adjustments to be made to the site layout. As such, Planning staff recommends a continuance to the September 1, 2021, Planning and Zoning Commission meeting.

Proposed Motion
Move Planning and Zoning Commission continue PLH21-0009 Phoenician Medical Center, to the September 1, 2021, regular meeting as recommended by Planning staff.

***f. PLH21-0033 CRAVE CHANDLER Approved With An Added Stipulation**

Request Preliminary Development Plan approval for site layout and building architecture for a one-story commercial building on a property of approximately 2.2 acres. The subject property is located in the Chandler Airport Center at the southeast corner of Cooper Road and Yeager Drive, generally located about one quarter of a mile south of the Santan Freeway on the east side of Cooper Road.

Background

- Approximately 2.2 acres
- Subject site is zoned Planned Area Development (PAD) for Commercial – Freeway, Fast Food, Gas, Restaurant, Retail, and Office; approved in 2009
- Subject site is within the Chandler Airpark Area Plan (CAAP) and is designated as Commercial/Office/Business Park
- Subject site is part of the 134-acre Chandler Airport Center (CAC) Master Plan

Surrounding Land Use Data

North	Across Yeager Drive: Existing fuel station	South	Vacant land
East	Existing business park/office development, Panattoni	West	Across Cooper Road: Vacant land

Proposed Development

Building Square Footage	15,000 Square-feet
Building Height	16' to parapet, 21' to top of mechanical screening
Parking Spaces Required	76 spaces
Parking Spaces Provided	91 spaces

Review and Recommendation

Crave Chandler is reminiscent of a commercial kitchen, having multiple "concept" restaurants within the building, this is otherwise known as a cloud kitchen, ghost kitchen, or virtual food hall. The operations include delivery, pickup, and sit down with indoor and outdoor seating. The site layout consists of a single-story commercial building with pickup lanes flanking either side of the building to the east and west. These pickup lanes are for the use of Crave employees only and are for the delivery aspect of operations. Given that all drivers are employed directly by Crave and no third-party service is used for delivery, Crave controls the on-site circulation centrally. Crave Chandler utilizes a combination of privately held and company vehicles for their delivery fleet, with company delivery vehicles being parked on site. All queuing for the delivery lanes is screened by a screen wall along the Cooper frontage and landscaping. The proposed use and development will be subject to compliance with Chandler Airport Center PAD zoning (ordinances 3673 and 4184).

The proposed commercial building will be approximately 15,000 square feet. The building will be constructed primarily of EIFS painted in a palette of cool greys combined with warm-tone neutrals. Additionally, other high-quality materials are proposed to architecturally enhance the elevations standing seam metal is utilized on the entrance and wraps the east side of the north elevation and continues around to the west elevation. This material is also utilized for secondary mechanical screening that is architecturally integrated as well as on a porte-cochere. Standing seam metal calls back to the aviation theme of the area. A stone veneer is also utilized to provide a strong foundation for the proposed building and serves as a tactile, human scale material. A combination of flat and angled roof elements are utilized to create variation in form and massing and further emphasize the aviation theme of this and surrounding developments.

Staff finds the proposal to be consistent with the goals of the General Plan, CAAP, and CAC thus recommending Planning and Zoning Commission recommend approval.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood notice was sent in lieu of a neighborhood meeting due to lack of adjacent residential properties.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Recommended Action
Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission 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 "Crave Chandler" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0033, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. The site shall be maintained in a clean and orderly manner.

3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

4. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

5. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

6. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Note: Stipulation #7 was added as a result of the Planning and Zoning's discussion during the study session.

7. The applicant shall work with staff to architecturally enhance the western elevation.

Proposed Motion
Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH21-0033 Crave Chandler for site layout and building architecture for a one-story commercial building subject to the conditions as recommended by Planning staff.

1. The applicant shall work with staff to architecturally enhance the western elevation.

CHAIRMAN HEUMANN requested staff present the additional stipulation that was added as a result of the Planning and Zoning's discussion during the Study Session.

DAVID DE LA TORRE, PLANNING MANAGER presented the additional Stipulation reflected under #7 of the Preliminary Development Plan.

***g. PLH21-0036 COMPASS CHRISTIAN CHURCH**
Approved With Modified Stipulations
Request Preliminary Development Plan approval for exterior signs on a 25.9-acre church campus. The subject property is located north of the northeast corner of Alma School and Germann roads.

Background
- Subject site was zoned Planned Area Development (PAD) for church; originally approved in 1996, amended in 1997 and 2008
- Amendments to the Preliminary Development Plans (PDP) were approved in 2000, 2010, 2012 and 2020.

- The church is currently in its third phase of construction. The campus includes an assembly building, multi-purpose classrooms, a youth building, worship center, plus site improvements.
- The PDPs approved in 2010 and 2012 allowed two 6'-high monument signs, each with an electronic message board, at the Alma School and German road Entrances, which currently exist. The 2012 PDP also allowed signage on the exterior wall of the youth center building located at the southeast corner of the campus.
- In 2020, a PDP was approved to replace the two 6'-high monument signs with 10'-high monument signs, both without electronic message boards.

Proposed Signage

The requested PDP approval is to allow building identification signs and directional signs throughout the church campus to help with traffic flow. More specifically the proposal includes:

- Five reverse pan channel halo illuminated signs to be mounted on exterior building walls.
- Three hanging panel signs to be installed on a large open-air structure.
- Twelve non-illuminated parking vehicular directional signs.
- Three non-illuminated panel signs, one of which will have lights shining on the sign.

Surrounding Land Use Data

North	PAD for Single-Family (Eden Estates)	South	PAD for Commercial & Germann Rd.
East	AG-1 Single-Family	West	PAD for single family residential and neighborhood commercial across Alma School Rd

Review and Recommendation

Compass Christian Church currently does not have building identification signs throughout the campus. The proposed signs are compatible with the site architecturally and are beneficial to the flow of the campus. All halo illuminated signs are reverse pan channel, meaning the signs do not directly shine light outward. This is important as there is one halo illuminated reverse pan channel sign that faces east, which will be visible from the adjacent backyards. Last year, the church removed a row of parking along the north side of the property line and replaced it with a larger landscape buffer and planted more trees to provide a larger buffer from the adjacent homes. As the newly planted trees grow, they will visually buffer the east-facing sign.

All other proposed signs are either non-illuminated, facing Alma School or Germann roads, or placed in such a manner that they will not be visible from adjacent residential properties.

Planning staff finds that the request for exterior signs proposed throughout the campus at Compass Christian Church meets the intent of the Sign Code and the proposed signage

is architecturally integrated with the existing and future buildings within Compass Christian Church site.

Public/Neighborhood Outreach

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on June 16, 2021. Three residents contacted us in regard to building and parking lighting on site but had no issues in regard to the signage proposed.
- As of the writing of this memo, Planning staff was contacted by one neighbor who did not have any issues regarding the signs, but complained about light shining off of the building and parking lights that have been shining into his home and yard.
- In response, Compass Christian Church has agreed to stipulation number 4 requiring shields to be added to the light poles along the northern property line and to replace exterior light fixtures on the building with light fixtures that shine light down.
- In addition, stipulation number 3 requiring lights along the northern property line to be turned off by 10:00PM daily.

Recommended Action

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Signage shall be in substantial conformance with the elevations, entitled "Exhibit A" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0036, modified by such conditions included at the time the exhibit was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Signs shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

Note: Stipulations #3 and #4 were revised on the Addendum Memo presented to Planning and Zoning Commission this date:

3. All light poles located along the northern property line adjacent to the single-family houses shall be turned off by 10:00PM.

4. Light shields shall be added to all light poles located along the northern property line and all exterior lights mounted on the north side of northern most buildings shall be replaced with light fixtures that shine down. Said light fixtures shall be approved by the Zoning Administrator.

Proposed Motion

Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH21-0036 Compass Christian Church for exterior signs on the Compass Christian church campus, subject to the conditions as recommended by Planning staff.

The Planning and Zoning Commission was presented with an Addendum Memo as Staff proposed revised Development Plan (PDP) stipulations reflected under #3 and #4.

***h. PLH20-0070 DOGTOPIA USE PERMIT EXTENSION Approved**

Request Use Permit time extension for continued operation of an outdoor dog play area. The business is located at 4901 S. Arizona Ave., Suite 7, at the northeast corner of Arizona Avenue and Chandler Heights Road.

Background

- Zoned as Planned Area Development (PAD) for C-2 Community Commercial District uses; approved in March, 2008
- C-2 Community Commercial District permits indoor animal daycare uses, with or without overnight boarding
- Zoning Code requires Use Permit approval for outdoor animal play area associated with animal daycare
- Initial use permit for Dogtopia was approved December 12, 2019 and was valid for one (1) year with conditions. Continuation of the use permit beyond expiration date requires re-application to the approval the City of Chandler.

Surrounding Land Use Data

North	Basis Charter School	South	Shoppes at Chandler Heights (PAD)
East	Single-Family Residential (PAD)	West	Shoppes at Chandler Heights (PAD)

Proposed Business Operations

	Approved Operational Characteristics for 2019 approved Use Permit	Proposed Operational Characteristics Use Permit Extension
Size of Outdoor Animal Play Area	+/- 1,000 Square Feet	No Change
Days/Hours of Operation (Indoor)	Seven Days a Week; Monday through Friday: 7:00 a.m. to 7:00 p.m.; and, Saturday to Sunday: 10:00 a.m. to 5:00 p.m.	No Change

Days/Hours of Operation (Outdoor Animal Play Area)*	Six Days a Week; Monday through Friday: 9:00 a.m. to 10:30 a.m. and 3:30 p.m. to 5:00 p.m.; and, Saturday 10:00 a.m. to noon.; 30-Minutes per Group	Six Days a Week; Monday through Friday: 9:00 a.m. to 11:00 a.m. and 3:00 p.m. to 5:00 p.m.; and, Saturday 10:00 a.m. to noon. 30-Minutes per Group
Proposed Occupancy (Outdoor Animal Play Area)	Approximately Thirty-Nine (39) Small Breed Dogs; or, Thirty (30) Large Breed Dogs	No Change
Ratio of Staff Trainers to Dogs	1 Staff Member for Every Twenty (20) Dogs	No Change

Review and Recommendation

A Use Permit was approved in December 2019 for an outdoor animal play area as an accessory use to Dogtopia, an animal daycare, which opened in August, 2019. The Use Permit was approved for one year with conditions. The outdoor animal play area is located at the rear of the in-line shops. It does not impact site circulation or parking.

Buffering from the single-family residential neighborhood, which is approximately 150 feet from the outdoor animal play area eastwardly to the nearest residential lot, is provided via landscaping and a masonry perimeter screen wall. Additionally, the outdoor animal play area is enclosed by an eight (8) foot tall opaque privacy fence.

The intent of the Use Permit is to ensure compatibility with the neighboring residentially zoned area to the east of the site. In 2019, during the review of the original Use Permit, neighbors expressed concerns regarding the potential noise from barking dogs. In response, applicant provided a sound study and agreed to implement sound attenuation measures in order to ensure compatibility with the adjacent residences. It was determined that a one (1) year time condition would be sufficient as a trial period to test the compatibility of the outdoor dog run with the closest residents to the east.

There was never a promise, or an expectation, that the dogs would stay completely quiet while the dogs were outside in the outdoor dog run. There was however an expectation that the dogs would not be louder when barking than an ambient noise level across the commercial property line, and that employees would be trained to quickly address barking when it does occur.

Initially, Dogtopia proposed multiple changes to the use permit as part of the requested time extension; longer hours of operation for the outdoor dog play area by going from 9:00 AM – 10:30AM and 3:30PM – 5:00PM as opposed to the approved 9:00AM -11:00AM and 3:00PM – 5:00PM, an occupancy of forty dogs in the dog play area no matter the size

of dog as opposed to the currently approved thirty-nine (39) small breed dogs; or thirty (30) large breed dogs, one trainer per forty dogs in the outdoor play area as opposed to the approved 1 staff member per 20 dogs, and a time extension of three years.

In order to determine whether the requested changes would be compatible with the adjacent neighborhood, Planning staff agreed to a 90-day trial to test out the compatibility of the proposed changes. The trial was held from March 8th, 2021 to June 6th, 2021. After the trial, the City reached out to neighbors in the community to see how the changes were perceived.

In reviewing the current request to extend the Use Permit, Planning staff relied on feedback from neighboring residents to determine whether the outdoor animal play area has been compatible with their neighborhood. An ambient noise level was not set at a specific decibel level, thus, compatibility is subjective to the listener, and it was in the best interest for the City to listen to the residents who live closest to Dogtopia to express their concerns with what they hear. There were multiple calls, reports, and videos sent to the Planning staff expressing concern over Dogtopia dogs being too loud from an adjacent neighbor over the year of the Use Permit. The concerned neighbor would not attend the neighborhood meetings but opted instead to contact staff directly. However, towards the end of the trial period neighbors noticed that the barking had been significantly reduced and were willing to give Dogtopia another chance.

Neighbors were hesitant to allow Dogtopia to intensify their use as the applicant was initially requesting due to the noise complaints that they made throughout the first year. However, they also understood that the year 2020 was an uncommon year due to COVID-19 pandemic and more residents working from home, which made it a non-typical year to judge the compatibility of the outdoor animal play area. As such, the neighbors were agreeable to giving Dogtopia another one year time extension with no changes to the original conditions, except for increasing the time windows for when dogs can utilize the outdoor play area by thirty minutes each in the morning and the afternoon. The applicant, preferring to continue to request the changes, acknowledges the importance of receiving neighborhood support and therefore has agreed to another one year time extension as stated.

Given the agreement between neighbors and the applicant, Planning staff finds that the requested Use Permit time extension for one more year is appropriate.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- The first official neighborhood meeting was held on January 21st, 2021. There was no one in attendance other than the applicant and staff

- The second official neighborhood meeting was held on February 18th, 2021. There was no one in attendance other than the applicant and staff.
- Following the 90 trial with the new proposed business operations, a staff met with two adjacent neighbors to receive their input and determine what they would be in agreement to.
- As of the writing of this memo, Planning staff is not aware of opposition.

Recommended Action

Planning staff recommends Planning and Zoning Commission move to recommend approval of Use Permit subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Site Plan, Floor Plan, Elevations and Narrative), as kept on file in Case No. PLH20-0070, shall void the Use Permit and require new Use Permit application and approval, unless otherwise amended via conditions herein.

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. Sound shall be controlled so as to not unreasonably disturb area residents and shall not exceed the ambient noise level as measured at the commercial property line.

5. The establishment shall provide a contact phone number of a responsible person (i.e., owner and/or manager) to interested neighbors to resolve noise complaints quickly and directly.

6. There shall be 1 Staff Member for Every Twenty (20) Dogs.

7. The outdoor animal play area shall be limited to the hours of 9:00 a.m. to 11:00 a.m. and 3:00 pm to 5:00 p.m., Monday through Friday; and, 10:00 a.m. to 12:00 p.m. on Saturday.

8. There shall be no outdoor animal play within the outdoor animal play area on Sunday.

9. No dogs shall be left unattended in the outdoor animal play area and a staff member of the business shall always accompany any outdoor activity.

10. The number of dogs in the outdoor dog play area shall not exceed Thirty-Nine (39) Small Breed Dogs; or, Thirty (30) Large Breed Dogs.

11. The Use Permit shall be valid for a period of one (1) year from the date of City Council approval. Continuation of the Use Permit beyond the expiration date shall require re-application to and approval by the City of Chandler.

Proposed Motion

Move Planning and Zoning Commission recommend approval of Use Permit case PLH20-0070 Dogtopia Use Permit Extension, subject to the conditions as recommended by Planning staff.

***i. PLH21-0046 COOPER'S HAWK WINERY & RESTAURANT Approved**

Request Use Permit approval for a Series 7 Beer and Wine Bar license. The proposed business is located at 3325 W. Chandler Blvd., approximately one quarter of a mile west of the southwest corner of Price Road and Chandler Boulevard.

Background

- Zoned Planned Area Development (PAD) for commercial uses
- The subject site is part of the Chandler Fashion Center development
- Zoning Code requires Use Permit approval for any bar license

Surrounding Land Uses

	Chandler Boulevard then Commercial Center Zoned PAD		Chandler Fashion Center Mall
	Chandler Fashion Center		Chandler Fashion Center

Proposed Business Operations

Building/Suites Area	11,555 sq. ft. Building & 1,196 sq. ft. Patio
# of Employees	150 Full-Time Employee's / 50 Part-Time Employee's
Hours/Days of Operation	Monday Thru Sunday: 11:00 AM – 9:00 PM
# of Tables	Approximately 56 Indoor Tables and 20 Patio Tables

Review and Recommendation

Planning staff has reviewed the request and find it consistent with the General Plan and applicable zoning. The business will operate with a Series 12 Restaurant license and a Series 7 Beer and Wine Bar license for the off-sale of their bottled wine. Cooper's Hawk Winery & Restaurant will have a wine tasting bar with retail sales of wine for off-site consumption. A restaurant and bar with a Series 7 Beer and Wine Bar license is a compatible land use with the surrounding commercial and restaurant uses within the Chandler Fashion Center.

The restaurant is currently being constructed and was previously a multi-tenant retail building that has been demolished to make way for the new restaurant which obtained an Administrative Design Review approval on May 26, 2020.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood notice letter was mailed out in lieu of a meeting due to no residential development in the notification area.
- As of the writing of this memo, Planning Staff is not aware of any opposition to the request.

Recommended Action

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit, subject to the following conditions:

1. Substantial 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. The Use Permit is non-transferable to any other location.

3. The site shall be maintained in a clean and orderly manner.

4. This Use Permit approval is solely for a Series 7 Beer and Wine Bar license.

Proposed Motion

Move Planning and Zoning Commission recommend approval of Use Permit, PLH21-0046 Cooper's Hawk Winery & Restaurant, subject to the conditions as recommended by Planning staff.

CHAIRMAN HEUMANN opened the floor to discuss the Consent Agenda Items.

COMMISSIONER FLANDERS complimented the architects on item c and item d for going to Design Review Committee and adding interesting designs and enhancements.

MOVED BY VICE CHAIRMAN ROSE seconded by **COMMISSIONER EBERLE** to approve the consent agenda with Stipulations presented by staff and contained in the Addendum Memos presented to Commission this date, as to items a, b, c, d, e, f, g, h, and i. Chairman Heumann ABSTAINED from the vote on item d and Vice Chairman Rose ABSTAINED from the vote on item h.

The motion passed unanimously 5-0, for items a, b, c, e, f, g, and i

Chairman Rick Heumann – In Favor
Vice Chair David Rose – In Favor
Commissioner Matt Eberle– In Favor
Commissioner George Kimble – In Favor
Commissioner Michael Flanders– In Favor

The motion passed unanimously 4-0, on item d.

Chairman Rick Heumann – Abstained
Vice Chair David Rose – In Favor
Commissioner Matt Eberle– In Favor
Commissioner George Kimble – In Favor
Commissioner Michael Flanders– In Favor

The motion passed unanimously 4-0, on item h.

Chairman Rick Heumann – In Favor
Vice Chair David Rose – Abstained
Commissioner Matt Eberle– In Favor
Commissioner George Kimble – In Favor
Commissioner Michael Flanders– In Favor

5. **BRIEFING ITEMS:**

DAVID DE LA TORRE, PLANNING MANAGER stated at the next meeting, there will be a briefing as to the new Agenda process to be used for City Boards, Commissions, and Committees. He further stated it is the same Agenda process that is currently used by City Council.

6. **MEMBERS COMMENTS/ANNOUNCEMENTS**

7. **CALENDAR**

The next regular meeting will be held on Wednesday, August 4, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street.

8. **ADJOURNMENT**

The regular meeting was adjourned at 5:55 p.m.

Rick Heumann, Chairman

for KM

Kevin Mayo, Secretary