



City Council Study Session

Monday, January 10, 2022
6:00 p.m.

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





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

Our Vision

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

Our Brand

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

Our Goals

City Council Strategic Policy Goals

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

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a STUDY SESSION open to the public on Monday, January 10, 2022, immediately following the Public Housing Authority Commission meeting which begins 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.



Study Session Agenda

City Council Strategic Framework Focus Areas: Legend



Economic Vitality



Mobility



Quality of Life



Innovation and Technology



Neighborhoods



General Governance

Call to Order

Roll Call

Scheduled Public Appearances

1. Service Recognitions
2. Recognition - GFOA Distinguished Budget Award
3. Recognition - Parade of Lights Winners

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. **December 2021 City Council Minutes**

Move City Council approve the Council Meeting minutes of the Regular Meeting of December 6, 2021; Study Session of December 6, 2021; Regular Meeting of December 9, 2021; and the Special Joint Meeting with Arizona State Legislators of December 14, 2021.


Council Focus Area(s): 



Communications and Public Affairs

2. **Final Adoption of Ordinance No. 4983 Board and Commission Code Amendments**

Move City Council adopt Ordinance No. 4983, amending and/or renumbering the City Code Chapters for the Chandler Airport Commission, Chandler Citizens' Panel for Review of Police Complaints and Use of Force, Commission on Human Relations, Housing and Human Services Commission, Library Board, Mayor's Committee for People with Disabilities, Mayor's Youth Commission, Neighborhood Advisory Committee, Parks and Recreation Board, Public Housing Authority Commission, and Transportation Commission; and repealing the Mayor's Committee for the Aging.


Council Focus Area(s): 



Development Services


3. **Final Adoption of Ordinance No. 5002, PLH21-0078 Pollack Business Park North 1 & 2, located at 3205 through 3245 N. Arizona Avenue, generally located north of the northeast corner of Arizona Avenue and Elliot Road**

Move City Council adopt Ordinance No. 5002 approving PLH21-0078 Pollack Business Park North 1 & 2, amending the Planned Area Development zoning by removing a limitation on sign colors as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

4. **Final Adoption of Ordinance No. 4999, PLH21-0065 Airstream of Chandler, located at 1375 S. Arizona Avenue, generally located on the southeast corner of Arizona Avenue and the Loop 202 Santan Freeway**

Move City Council adopt Ordinance No. 4999, approving PLH21-0065 Airstream of Chandler, Rezoning from Planned Area Development (PAD) zoning for Community Commercial (C-2) uses to Planned Area Development (PAD) for Community Commercial Uses with motor vehicle sales, outdoor screened storage, indoor motor vehicle repair including body work, and limited short term overnight stays for recreational vehicles, subject to the conditions as recommended by Planning and Zoning Commission.


Council Focus Area(s): 



Management Services

5. **New License Series 10, Beer and Wine Store Liquor License Application for Mingle Wine, LLC, DBA Mingle Wine**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 167676, a Series 10, Beer and Wine Store Liquor License, for Mahfam Moeeni-Alarcon, Agent, Mingle Wine, LLC, DBA Mingle Wine, located at 48 S. San Marcos Place, Suite B, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 302422.

Council Focus Area(s): 


6. **Series 12, Restaurant Liquor License Application for Savory HK, LLC, DBA Hash Kitchen**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 159123, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, Savory HK, LLC, DBA Hash Kitchen, located at 2855 W. Ray Road, Suite 4, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302459.

Council Focus Area(s): 


7. **License Series 12, Restaurant Liquor License Application for Celoni Hospitality, LLC, DBA Recreo**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 168878, a Series 12, Restaurant Liquor License, for Camila Alarcon, Agent, Celoni Hospitality, LLC, DBA Recreo, located at 28 S. San Marcos Place, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301788.

Council Focus Area(s): 

8. **New License Series 12, Restaurant Liquor License Application for ALA Pizza, LLC, DBA Vero Chicago Pizza**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 170360, a Series 12, Restaurant Liquor License, for Isaac Mannou Younan, Agent, ALA Pizza, LLC, DBA Vero Chicago Pizza, located at 5070 S. Gilbert Road, Suite 4, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301661.


Council Focus Area(s): 



Public Works and Utilities


9. **Final Adoption of Ordinance No. 4990 Authorizing the Sale of Assessor's Parcel Numbers 303-42-003Q and 303-42-008P, Located at 21126 S. Cooper Road, Chandler, Arizona**

Move City Council approve final adoption of Ordinance No. 4990, authorizing the sale of Assessor's Parcel Numbers 303-42-003Q and 303-42-008P, located at 21126 S. Cooper Road, Chandler, Arizona, to Dinesh Palariya and Amisha Dham, husband and wife, and Tarun Chopra and Charu Chopra, husband and wife, for \$598,000.

Council Focus Area(s): 


10. **Final Adoption of Ordinance No. 4996 Authorizing the Sale of City Property Located in the Williams Field Business Park Subdivision**

Move City Council approve final adoption of Ordinance No. 4996 authorizing the sale of City property located in the Williams Field Business Park Subdivision on Roosevelt Avenue between Frye Road and Chandler Boulevard to Osborne Real Estate, LLC, an Arizona Limited Liability Company, for the amount of one hundred and ten thousand dollars (\$110,000).

Council Focus Area(s): 

11. **Final Adoption of Ordinance No. 4998 Granting a No-Cost Irrigation Easement to Roosevelt Water Conservation District, for Irrigation Facilities**


Move City Council approve final adoption of Ordinance No. 4998, granting an irrigation easement to Roosevelt Water Conservation District, at no cost, for irrigation facilities that were relocated as part of an agreement for City participation in offsite construction costs for the Whispering Heights Subdivision located at Chandler Heights Road and Lindsay Road.

Council Focus Area(s): 

Action Agenda

12. **Election of Vice Mayor for a One-Year Term**

Move that the City Council elect a Vice Mayor of the Council with a term beginning January 14, 2022, and ending January 12, 2023.

Council Focus Area(s): 

Briefing and Discussion

13. **Briefing on COVID-19 as requested by Councilmember Harris.**


14. **Discussion and possible action for use of fireworks in the city limits, as requested by Councilmember Orlando.**

Informational

15. **Study Session & Regular Meeting Minutes of November 17, 2021, Planning and Zoning Commission**

Council Focus Area(s): 

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

Council Focus Area(s): 

Adjourn



City Council Memorandum City Clerk's Office Memo No. 22-001

Date: January 10, 2022
To: Mayor and Council
From: Dana DeLong, City Clerk
Subject: December 2021 City Council Minutes

Proposed Motion:

Move City Council approve the Council Meeting minutes of the Regular Meeting of December 6, 2021; Study Session of December 6, 2021; Regular Meeting of December 9, 2021; and the Special Joint Meeting with Arizona State Legislators of December 14, 2021.

Attachments

Minutes of the Regular Meeting of December 6, 2021
Minutes of the Study Session Meeting of December 6, 2021
Minutes of the Regular Meeting of December 9, 2021
Minutes of the Special Joint Meeting of December 14, 2021

Meeting Minutes

City Council Regular Meeting

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



Call to Order

The meeting was called to order by Mayor Kevin Hartke at 6:00 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

Joshua Wright, Acting City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Invocation

The invocation was given by Pastor Landon MacDonald, Cornerstone Church.

Pledge of Allegiance

The Pledge of Allegiance was led by Boy Scout Troop 379.

Consent Agenda and Discussion

City Clerk

1. October 18, 2021, Special City Council Meeting Minutes, and November 2021 City Council Meeting Minutes
Move City Council approve the Council Meeting minutes of the Special Meeting of October 18, 2021; Work Session of November 1, 2021; Study Session of November 1, 2021; Regular Meeting of November 1, 2021; Work Session of November 4, 2021; Regular Meeting of

November 4, 2021; Special Meeting, Special Election Canvass of November 17, 2021; and Special Meeting of November 17, 2021.

Development Services

2. Final Adoption of Ordinance No. 4997, PLH21-0039/PLT21-0043 The Marco Rezoning
Move City Council adopt Ordinance No.4997 approving PLH21-0039 The Marco, Rezoning from SF-8.5 to PAD for Medium Density Residential, located 250 feet south of Frye Road on the east side of Nebraska Street, approximately 1/3 mile west of the intersection of Frye Road and Arizona Avenue, subject to the conditions as recommended by Planning and Zoning Commission.

MAYOR HARTKE said there was a water main break several years ago underneath the 101 and 202 area that was a considerable cost to Chandler. Mayor Hartke said they approached the State Legislators and the Governor, and they agreed this was not a Chandler issue solely. Mayor Hartke thanked the Legislators, the Governor, and all the staff members who helped with this item.

3. Introduction of Ordinance 4984, ANX21-0002 Annexation and Initial City Zoning of approximately 3.8 acres located west of the southwest corner of Willis and McQueen roads
Move City Council introduce and tentatively adopt Ordinance No. 4984 approving the annexation of approximately 3.8 acres and Initial City Zoning - West of the Southwest corner of Willis and McQueen roads, as recommended by Planning staff.
4. Resolution No. 5512, Annexation of Maricopa County Right-Of-Way located on Willis Road between McQueen Road and Hamilton Street
Move City Council pass and adopt Resolution No. 5512 approving annexation of county right-of-way located on Willis Road between McQueen Road and Hamilton Street, contingent upon approval by Maricopa County.
5. Introduction and Tentative Adoption of Ordinance No. 4985, PLH21-0005/PLT21-0004 The Village at Hamilton Landing, located at the southwest corner of Willis and McQueen Roads Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 4985 approving PLH21-0005 The Village at Hamilton Landing, Rezoning from Agricultural District (AG-1) to Planned Area Development for single-family attached residential, subject to the conditions as recommended by Planning and Zoning Commission.
Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH21-0005 The Village at Hamilton Landing, for site layout and building design, subject to the conditions as recommended by Planning and Zoning Commission.
Preliminary Plat

Move City Council approve Preliminary Plat PLT21-0004 The Village at Hamilton Landing, subject to the condition recommended by Planning and Zoning Commission.

6. Resolution No. 5532 Development Agreement between the City of Chandler and Hamilton Landing, L.L.C., Regarding Property Located on the South Side of Willis Road between McQueen Road and Hamilton Street

Move City Council pass and adopt Resolution No. 5532, authorizing a development agreement between the City of Chandler and Hamilton Landing, L.L.C., an Arizona limited liability company ("Developer"), for improvements along Willis Road including all requirements/obligations outlined within the Development Agreement.

COUNCILMEMBER ORLANDO thanked staff on the intricate process on the five development plan items. Councilmember Orlando thanked Mr. Porter and his family for their openness and for listening to Council and the residents.

Public Works and Utilities

7. Final Adoption of Ordinance No. 4995, Granting an Irrigation Easement to Roosevelt Water Conservation District

Move City Council approve final adoption of Ordinance No. 4995 granting an irrigation easement to Roosevelt Water Conservation District, at no cost, for irrigation facilities relocated on the south side of Chandler Heights Road between 122nd Street and 124th Street as part of the Chandler Heights Road Improvement Project.

Consent Agenda Motion and Vote

Councilmember Orlando moved to approve the Consent Agenda of the December 6, 2021, Regular City Council Meeting; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 6:06 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: January 13, 2022

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 6th day of December 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of January, 2022.

City Clerk

Meeting Minutes

City Council Study Session

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



Call to Order

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

Roll Call

Council Attendance

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

Appointee Attendance

Joshua Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Dawn Lang, Deputy City Manager/CFO
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Scheduled Public Appearances

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

1. Recognition – Hamilton High School Girls Volleyball Team

MAYOR HARTKE said the Hamilton High School Girls Volleyball Team won the 6A State Championship and asked the team to introduce themselves.

The Hamilton High School Girls Volleyball Team Coach said not only did they win a state championship, but this group also won back-to-back state championship. There are nine seniors on the team, and so far, seven have received volleyball scholarships to go onto the next level and play. They finished the season 34-5 and made history as they were the first high school girls volleyball team to be aired by ESPN, and defeated the team in Louisville who was number five in the nation.

2. Recognition – Telly Awards

MAYOR HARTKE said the Video Production Team is integral to the City and they have been recognized for their outstanding work. The Telly Awards honors excellence in video and television across all screens and this year the team won several.

MELINA ZUNIGA, Digital Media Journalist, said she won a Telly Award in the cultural category for doing a video series.

Courtney Randolph, Video Production Specialist, said she won a Telly Award in the special affects category for the State of the City 2020.

Julie Carpenter, Video Production Specialist, said she won a Telly Award for the Chandler Perseverance Documentary.

3. Recognition – Digital Cities Award

MAYOR HARTKE introduced the Digital Cities Award and invited staff to accept.

SANDIP DHOLAKIA, Chief Information Officer, said IT staff and CAPA staff have done a lot of work to earn this particular accolade.

KERSTIN NOLD, IT Chief Technology Officer, said this was a citywide award that looks at how we do city centric services and provide state of the art technology solutions to build efficiencies, drive productivity, and make sure we are utilizing technology in the best way possible. This is the highest the City has finished and a lot of this was spawned by the pandemic and has changed the way we work and connect. We have transitioned two thirds of the workforce remotely and continued all of our operations and services. This is a huge award for the whole City from a technology standpoint.

4. Shannon Ellingson – Advocating for Backyard Chickens in Single-Family Zoning

SHANNON ELLINGSON, 701 W Toledo St., Chandler, 85224, said she was here to advocate for allowing backyard chickens in single family districts. Ms. Ellingson said she is a homeowner in SF 8.5 zoning district who always wanted to raise chickens for fresh eggs. Ms. Ellingson researched code ahead of time and obtained permission from neighbors outlined in section 14.3. When the pandemic happened and they had trouble getting eggs at the store they thought it would be the right time to move forward with this. They constructed a coop, outdoor area, and nesting boxes and they were excited to receive their first chicks. Ms. Ellingson said a year later they received a notice of violation from the City Code Inspector. The chickens were categorized as a public nuisance and a zoning violation. Ms. Ellingson was told Chandler has a permission code, meaning that unless the code says you can do something, you cannot. Ms. Ellingson said they were surprised as they had read the Code and Chandler generally is hands off and non-interfering. They were extremely disappointed about the chickens but also the significant financial investment they had in the shed and coop which was over \$2000. Ms. Ellingson requested Council explicitly allow

chickens on single family district lots. Ms. Ellingson said there were a lot of unintended positive impacts from having chickens such as reduced insect pests and interactions with their neighbors.

MAYOR HARTKE said this topic would be discussed in a future work session and the public is welcome to attend.

JOSHUA WRIGHT, City Manager, said the meeting would be held in January.

Consent Agenda and Discussion

City Clerk

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

MAYOR HARTKE thanked Council for the support of the Military and Veteran's Affairs Commission. Mayor Hartke said they look forward to seeing how the City can better serve our military community and this is a good first step. Mayor Hartke said Council is looking forward to working with the Commission starting January. Mayor Hartke said he is very confident that they will establish this as one of the best Military and Veterans' Affairs Commissions in the Valley.

City Manager

2. Resolution No. 5538, Joint Project Agreement with the State of Arizona for the Loop 101 and 202 Freeway Waterline and Sewer Rehabilitation
Move City Council pass and adopt Resolution No. 5538, authorizing the City of Chandler to enter into a Joint Project Agreement with the State of Arizona for the Loop 101 and 202 Freeway Waterline and Sewer Rehabilitation Project in the amount of \$8,000,000, and authorize the City Manager or designee to take actions necessary on behalf of the City of Chandler to carry out the intent of the Agreement, and approve a contingency appropriation transfer of \$4,000,000 from the Water Operating Fund, Non-Departmental, Contingency Account (605.1290.5911) to Capital Grants Fund, Water Capital Project Cost Center, Main & Valve Replacements Program (417.3820.6714.0.6WA023) to supplement the existing appropriation for spending of the State allocated funds.
3. Professional Services Agreement No. ST2106.201 for Design Services with TY Lin International, for Frye Road Protected Bike Lanes, located on Frye Road from ½ Mile West of Arizona Avenue to the Paseo Trail/Consolidated Canal
Move City Council Award Professional Services Agreement No. ST2106.201 for Design Services, to TY Lin International, for Frye Road Protected Bike Lanes, located on Frye Road from ½ Mile West of Arizona Avenue to the Paseo Trail/Consolidated Canal, in an amount not to exceed \$666,217.66.

Communications and Public Affairs

4. Introduction of Ordinance No. 4983 Board and Commission Code Amendments
Move City Council introduce and tentatively adopt Ordinance No. 4983, amending and/or renumbering the City Code Chapters for the Chandler Airport Commission, Chandler Citizens' Panel for Review of Police Complaints and Use of Force, Commission on Human Relations, Housing and Human Services Commission, Library Board, Mayor's Committee for People with Disabilities, Mayor's Youth Commission, Neighborhood Advisory Committee, Parks and Recreation Board, Public Housing Authority Commission, and Transportation Commission; and repealing the Mayor's Committee for the Aging.

Community Services

5. Construction Contract No. PR2101.401 with Lincoln Constructors, Inc., for Paseo Vista Recreation Area Retaining Wall Renovation
Move City Council Award Contract No. PR2101.401 to Lincoln Constructors, Inc., for Paseo Vista Recreation Area Retaining Wall Renovation, in an amount not to exceed \$175,841.90.
6. Agreement No. CS0-988-4215, Amendment No. 2, with Brightview Landscape Services, Inc., for Park Mowing Services
Move City Council approve Agreement No. CS0-988-4215, Amendment No. 2, with Brightview Landscape Services, Inc., for park mowing services, increasing the spending limit by \$349,956, for a revised amount not to exceed \$799,956.

Development Services

7. Final Adoption of Ordinance 4984, ANX21-0002 Annexation of Approximately 3.8 Acres and Initial City Zoning West of the Southwest corner of Willis and McQueen roads
Move City Council adopt Ordinance No. 4984 approving the annexation of approximately 3.8 acres and Initial City Zoning - West of the Southwest corner of Willis and McQueen roads, as recommended by Planning staff.
8. Final Adoption of Ordinance No. 4985, PLH21-0005 /PLT21-0004 The Village at Hamilton Landing Southwest corner of Willis and McQueen Roads
Move City Council adopt Ordinance No. 4985 approving PLH21-0005 The Village at Hamilton Landing, Rezoning from Agricultural District (AG-1) to Planned Area Development for single-family attached residential, subject to the conditions as recommended by Planning and Zoning Commission.
9. PLH21-0065 Airstream of Chandler (Staff Requests Continuance to The January 27, 2022, City Council Meeting.)
Move City Council continue Rezoning case PLH21-0065 Airstream of Chandler to the January 27, 2022, City Council Meeting.

10. Introduction of Ordinance No. 5002, Planned Area Development Amendment, PLH21-0078 Pollack Business Park North 1 & 2, generally located north of the northeast corner of Arizona Avenue and Elliot Road
Move City Council introduce and tentatively adopt Ordinance No. 5002 approving PLH21-0078 Pollack Business Park North 1 & 2, amending the Planned Area Development zoning by removing a limitation on sign colors as recommended by Planning and Zoning Commission.
11. Use Permit, PLH21-0066 Bottle and Bean located at 2577 W. Queen Creek Road, Suite 100, generally located west of the southwest corner of Dobson and Queen Creek roads
Move City Council approve Use Permit case PLH21-0066 Bottle and Bean for a Series 7 Beer and Wine bar license, subject to the conditions recommended by Planning and Zoning Commission.
12. Final Plat PLT21-0037 Chandler Airpark Technology Center
Move City Council approve Final Plat (PLT21-0037) Chandler Airpark Technology Center, located at the southwest corner of Gilbert Road and Insight Way, as recommended by Development Services staff.
13. Use Permit, PLH21-0035 Verizon Pho Twelve Oaks, located at 360 S Twelve Oaks Blvd., approximately 1/2 mile south of Chandler Boulevard at the Rural Road alignment
Move City Council continue Use Permit case PLH21-0035 Verizon Pho Twelve Oaks to the January 27, 2022, City Council Meeting.
14. Final Plat, PLT21-0003 Falcon Storage Condominiums
Move City Council approve Final Plat PLT21-0003 Falcon Storage Condominiums, located on the north side of Willis Road, west of Hamilton Street, as recommended by Development Services staff.
15. Preliminary Development Plan, PLH21-0041 Treeland by Tri Pointe Homes, located at the southwest corner of Chandler Heights Road and 124th Street
Move City Council approve Preliminary Development Plan PLH21-0041 Treeland by Tri Pointe Homes for housing product, subject to the conditions as recommended by Planning and Zoning Commission.
16. Final Plat PLT21-0039 The Ashley
Move City Council approve Final Plat PLT21-0039 The Ashley, located on Appleby Road east of Arizona Avenue, as recommended by Development Services staff.

Facilities and Fleet

17. Purchase of Access Controls and Security Equipment

Move City Council approve the utilization of the State of Arizona Contract No. ADSP016-141514, with APL Access & Security, Inc., for the purchase of access controls and security equipment, increasing the spending limit by \$427,500, for a revised amount not to exceed \$927,500.

18. Agreement No. PD2-055-4378, with American Emergency Products, Inc.; MHQ of Arizona; and Pride Outfitting, LLC; for Police Vehicle Upfitting
Move City Council approve Agreement No. PD2-055-4378, with Arizona Emergency Products, Inc.; MHQ of Arizona; and Pride Outfitting, LLC; for police vehicle upfitting, in an amount not to exceed \$426,140.00, for the period of December 1, 2021, through November 30, 2022, with the option of up to four additional one-year extensions.
19. Purchase of Tires
Move City Council approve the utilization of the State of Arizona Contract No. CTR02117 with Firestone North America, the Sourcewell Contract No. 102517-GTC with Goodyear Tire and Rubber Company, and the Omnia Partners Contract No. 2019209 with Michelin North America, for the purchase of tires, in an amount not to exceed \$250,000.
20. Purchase of Vehicles and Upfitting
Move City Council approve the utilization of the State of Arizona Contract No. ADSP017-166120 with Courtesy Chevrolet, and State of Arizona Contract No. ADSP017-166124 with San Tan Ford, for the purchase of vehicles and upfitting, in the combined amount of \$767,457.21, and authorize an appropriation transfer of \$51,740 from the Vehicle Replacement Fund, Non-Departmental, Contingency Account, to the Vehicle Replacement Fund, Building & Facilities, Planning, Building Safety, Engineering, and Water System Maintenance Motor Vehicle Cost Centers.
21. Agreement No. 4442, with Arizona Public Service Company, for Vehicle Charging Stations
Move City Council approve Agreement No. 4442, with Arizona Public Service Company, for vehicle charging stations.

Human Resources

22. Agreement No. HR2-918-4354, with Logic Compensation Group, for Compensation and Classification Study
Move City Council approve Agreement No. HR2-918-4354, with Logic Compensation Group, for a Compensation and Classification Study, in an amount not to exceed \$215,000.

COUNCILMEMBER ORLANDO said it has been difficult filling jobs particularly in the public sector, police officers is one area but there are a lot of areas of discussion to grow the public sector. Councilmember Orlando said if the employees are doing a great job then Council is doing a great job. Councilmember Orlando asked for a staff presentation.

RAE LYNN NIELSEN, Human Resources Director, said in June, Council had a work session about the compensation and recruitment strategies and some of the challenges. In there, it was clearly identified that we needed to move forward with a citywide classification and compensation study. The last full study was done in 2008 and the goal is to remain market competitive in a very challenging recruitment market and to retain the staff we have. Ms. Nielsen said an RFP was done at the end of August and five companies applied. Ms. Nielsen said they had different members from public safety and from the general group that participated in the RFP process. Ms. Nielsen is hoping for Council to approve the contract with Logic Compensation and to start the study after the holidays. The study is anticipated to take 8 to 12 months to complete a very comprehensive to look at our pay, our benefits, what our market is, competitors that we need to look at, our pay philosophy. At checkpoints throughout the process, staff would come back to Council with information and decision points. Ms. Nielsen said they would like to have a final report at the end of next year.

COUNCILMEMBER ORLANDO thanked Ms. Nielsen and staff for all the work they did this year.

Information Technology

23. Agreement No. IT2-918-4438, with CE Wilson Consulting, for Professional and Project Consulting Services
Move City Council Award Agreement No. IT2-918-4438, with CE Wilson Consulting, for professional and project consulting services, in an amount not to exceed \$450,000, for a one-year term beginning January 1, 2022, through December 31, 2022, with the option of up to four one-year extensions.
24. Purchase of Cisco Smartnet
Move City Council approve the purchase of Cisco Smartnet, from Sentinel Technologies, Inc., using the 1GPA Contract No. 21-02PV-08, in the amount of \$136,443.
25. Purchase of Oracle Annual Support and Maintenance Services Click to View
Move City Council approve the purchase of Oracle annual support and maintenance services, from Mythics, Inc., using Omnia Partners Contract No. 180233-002, in the amount of \$105,523, for a one-year term of January 31, 2022, through January 30, 2023.

Law

26. Settlement Agreements with Pharmaceutical Distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, and Manufacturers Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., relating to Opioid Litigation
Move City Council authorize the City Attorney to enter into Settlement Agreements with Distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and Manufacturers Johnson & Johnson, Janssen Pharmaceuticals, Inc.,

OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. for Chandler's portion of the opioid litigation settlement proceeds.

COUNCILMEMBER ORLANDO called for a staff presentation.

KELLY SCHWAB, City Attorney, said this is a national litigation that has been initiated by a number of states, cities, and counties throughout the country. This is regarding the distribution of opioids when they were first distributed and there was not a lot of control. They were given to the doctors to hand out. A lot of communities have seen some drastic challenges from opioid addictions. Ms. Schwab said this involves two settlements with six manufactures and distributors. Ms. Schwab said they have been asked to participate in receiving funds that will be awarded. It is anticipated that it is going to be approximately \$549 million to the State of Arizona that would be distributed between the state, counties, and cities. Those funds are going to be restricted in their use and are going to be used for opioid type abatement. They have not yet received all of the details nor have they received how much money Chandler would receive.

COUNCILMEMBER ORLANDO thanked Council for keeping this at the forefront. Councilmember Orlando said he hoped to help those who have been victims and their families recover from this.

VICEMAYOR STEWART asked if they could distribute the funding directly to rehab centers in our community.

MS. SCHWAB said staff would look into it.

COUNCILMEMBER HARRIS said there are a lot of people who suffer from addiction, and this is a constant issue. Councilmember Harris said he would like to see the money be put towards education. Some students in our schools currently have drug addictions, this does not just affect adults. Councilmember Harris said he wanted to leverage private public partnerships to make a greater impact.

MAYOR HARTKE said once they have the details, Council would have a work session to discuss the best use.

MS. SCHWAB said this item is authorizing her to sign the documents so the City can receive the money.

27. Settlement in Robin Barrett vs. City of Chandler

Move City Council to authorize the settlement in the matter of Robin Barrett vs. City of Chandler in full and final satisfaction of all claims asserted without admitting liability for the amount of \$100,000.00 and further authorize the City Attorney to sign any necessary documents in such forms as are approved by the City Attorney to effectuate the terms and conditions of settlement in this action.

Management Services

28. Agreement No. 4399, for Investment Management Services
Move City Council Award Agreement No. 4399, with PFM Asset Management, LLC, and Allspring Global Investments, LLC, for investment management services, for a one-year term beginning January 1, 2022, through December 31, 2022, with the option of up to four additional one-year extensions.
29. New License Series 7, Beer and Wine Bar Liquor License application for Ocotillo Coffee and Wine, LLC, DBA Bottle & Bean
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 161046, a Series 7, Beer and Wine Bar Liquor License, for Jared Michael Repinski, Agent, Ocotillo Coffee and Wine, LLC, DBA Bottle & Bean, located at 2577 W. Queen Creek Road, Suite 100, and approval of the City of Chandler, Series 7, Beer and Wine Bar Liquor License No. 301808.
30. New License Series 10, Beer and Wine Store Liquor License application for Ocotillo Coffee and Wine, LLC, DBA Bottle & Bean
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 161051, a Series 10, Beer and Wine Store Liquor License, for Jared Michael Repinski, Agent, Ocotillo Coffee and Wine, LLC, DBA Bottle & Bean, located at 2577 W. Queen Creek Road, Suite 100, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 301808.
31. License Series 12, Restaurant Liquor License application for Taqueria Los Portales, LLC, DBA Taqueria Los Portales
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 163155, a Series 12, Restaurant Liquor License, for Jaime Ornelas Beristain, Agent, Taqueria Los Portales, LLC, DBA Taqueria Los Portales, located at 691 N. Arizona Avenue, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301578.
32. New License Series 12, Restaurant Liquor License application for Look Cinemas VIII, LLC, DBA Look Cinemas
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 161304, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, Look Cinemas VIII, LLC, DBA Look Cinemas, located at 1 W. Chandler Boulevard, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302073.
33. License Series 3, Domestic Microbrewery Liquor License application for Look Cinemas VIII, LLC, DBA Look Cinemas

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 165494, a Series 3, Domestic Microbrewery Liquor License, for Andrea Dahlman Lewkowitz, Agent, Look Cinemas VIII, LLC, DBA Look Cinemas, located at 1 W. Chandler Boulevard, and approval of the City of Chandler, Series 3, Domestic Microbrewery Liquor License No. 302073.

34. License Series 12, Restaurant Liquor License application for Patent 139 Brewing Company, LLC, DBA Patent 139 Brewing Co

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 155208, a Series 12, Restaurant Liquor License, for Timothy John Charles Hass, Agent, Patent 139 Brewing Company, LLC, DBA Patent 139 Brewing Co, located at 1949 W. Ray Road, Suite 11, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301286.

35. License Series 12, Restaurant Liquor License application for Kura Sushi USA, Inc., DBA Kura Revolving Sushi Bar

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 163245, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, Kura Sushi USA, Inc., DBA Kura Revolving Sushi Bar, located at 1928 W. Chandler Boulevard, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302379.

36. New License Series 12, Restaurant Liquor License application for Taqueria Factory, LLC, DBA Taqueria Factory

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 156036, a Series 12, Restaurant Liquor License, for Gamaliel Garfio, Agent, Taqueria Factory, LLC, DBA Taqueria Factory, located at 55 E. Ray Road, Suite 2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302323.

37. License Series 6, Bar Liquor License application for Straight No Chaser, LLC, DBA Third Base

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor License No. 0607026, a Series 6, Bar Liquor License, for Destiny Yvonne Myres, Agent, Straight No Chaser, LLC, DBA Third Base, 4910 W. Ray Road, Suite 3, and approval of the City of Chandler, Series 6, Bar Liquor License No. 301600.

38. New Series 7, Beer and Wine Bar Liquor License application for Improvmania Entertainment LLC, DBA Improvmania

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 301578, a Series 7, Beer and Wine Bar Liquor License, for Jared Michael Repinski, Agent, Improvmania Entertainment, LLC, DBA Improvmania, located at 51 E. Boston Street.

39. Purchase of Maintenance, Repair, and Operational (MRO) Supplies
Move to approve the utilization of the Omnia Partners Contract No. 192163, with Grainger, Inc., for the purchase of maintenance, repair, and operational (MRO) supplies, for the term of January 1, 2022, through December 31, 2022, in an amount not to exceed \$300,000.

Neighborhood Resources

40. Resolution No. 5536, Reallocation of Emergency Rental Assistance (ERA) Funds to Maricopa County for Distribution to Eligible Chandler Households on an Interim Basis.
Move City Council pass and adopt resolution No. 5536 approving and authorizing the reallocation of Emergency Rental Assistance Program (ERA 1 and ERA 2) funds to Maricopa County for distribution to eligible Chandler households on an interim basis.

Police Department

41. Sole Source Purchase of Active Shooter Response Kits
Move City Council approve the sole source purchase of active shooter response kits, from Tactical Medical Solutions, LLC, in the amount of \$108,840.

Public Works and Utilities

42. Construction Contract No. PD1901.401, Change Order No. 1, with Caliente Construction, Inc., for Police Station Main Lobby and Records Room Renovation Move City Council Award Construction Contract No. PD1901.401, Change Order No. 1, to Caliente Construction, Inc., for Police Station Main Lobby and Records Room Renovation, in the amount of \$96,410.76, for a revised contract amount not to exceed \$1,418,141.23.
43. Project Agreement No. BF2108.402 with FCI Constructors, Inc. (CO Corp), Pursuant to Job Order Contract No. JOC1911.401, for Police Department Air Conditioner Property and Evidence 911 Training Room
Move City Council approve Project Agreement No. BF2108.402 to FCI Constructors, Inc. (CO Corp), Pursuant to Job Order Contract No. JOC1911.401, for Police Department Air Conditioner Property and Evidence 911 Training Room, in an amount not to exceed \$76,639.10.
44. Introduction of Ordinance No. 4990 Authorizing the Sale of Assessor's Parcel Numbers 303-42-003Q and 303-42-008P, Located at 21126 S. Cooper Road, Chandler, Arizona
Move City Council introduce and tentatively adopt Ordinance No. 4990, authorizing the sale of Assessor's Parcel Numbers 303-42-003Q and 303-42-008P, located at 21126 S. Cooper Road, Chandler, Arizona, to Dinesh Palariya and Amisha Dham, husband and wife, and Tarun Chopra and Charu Chopra, husband and wife, for \$598,000.
45. Introduction of Ordinance No. 4996 authorizing the Sale of City Property Located in the Williams Field Business Park Subdivision

Move City Council introduce and tentatively adopt Ordinance No. 4996 authorizing the sale of City property located in the Williams Field Business Park Subdivision on Roosevelt Avenue between Frye Road and Chandler Boulevard to Osborne Real Estate, LLC, an Arizona Limited Liability Company, for the amount of one hundred and ten thousand dollars (\$110,000).

46. Introduction of Ordinance No. 4998 Granting a No-Cost Irrigation Easement to Roosevelt Water Conservation District, for Irrigation Facilities

Move City Council introduce and tentatively adopt Ordinance No. 4998, granting an irrigation easement to Roosevelt Water Conservation District, at no cost, for irrigation facilities that were relocated as part of an agreement for City participation in offsite construction costs for the Whispering Heights Subdivision located at Chandler Heights Road and Lindsay Road.

47. Resolution No. 5533, Authorizing the City of Chandler to Enter into an Agreement to Share Costs for the Feasibility Study of Bartlett Dam Modification Alternatives

Move City Council pass and adopt Resolution No. 5533, authorizing the City of Chandler to enter into an agreement to share costs for the Feasibility Study of Bartlett Dam Modification Alternatives Among Various Participating Entities and Salt River Agricultural Improvement and Power District in the amount not to exceed \$400,000.

COUNCILMEMBER ORLANDO asked for a staff presentation.

GREGG CAPPS, Utility Resource Manager, said the majority of our water comes from the Salt River watershed which is the Salt River and Verde River combined. There are several reservoirs on the river systems and SRP manages those reservoirs, deliver it to the canal system, then to our treatment plants. On the Verde side there are two reservoirs, the first is Horseshoe Reservoir that captures all the runoff from the mountains. SRP captures the water there, lets it flow back down to Verde, then to Bartlett Reservoir. The Horseshoe Reservoir has lost 30% of its capacity due to sedimentation.

MR. CAPPS said they got together to initiate a mitigation study which looked at ways to mitigate the loss of the capacity and came up with a couple different options. Both included heightening the elevation of Bartlett Dam. Mr. Capps said that would increase the storage capacity of Bartlett and use Horseshoe Reservoir to manage the sediment and create additional habitat. Mr. Capps said the other part of the mitigation study was a recommendation to go to a feasibility study. The feasibility study is meant to study both options, look at the environmental impacts, the technical impacts, financial impacts of heightening the reservoir system. Mr. Capps said the City would like to participate in the study. The study is projected to cost \$10 million, it is a four-year study, half the funding is coming from Vail Reclamation and the other half is non federal parties. There are 21 parties in this cost share agreement. This would give Chandler a seat at the table and to hear the results coming in and recommending criteria for who gets the water supply.

COUNCILMEMBER ORLANDO said Chandler has been in the forefront of water conservation and wanted to ensure they were at the table.

MAYOR HARTKE thanked Councilmember Lopez for representing the City regarding water interest and serving on AMWUA.

COUNCILMEMBER LOPEZ said for many years Council and staff have always stored water and they have done so for many years. Water is very precious and they are heading into a shortage but Chandler is not in crisis mode right now. Councilmember Lopez said they have a 100 year assured water supply and enough to ensure residents and businesses have water for the next generation.

VICE MAYOR STEWART thanked Councilmember Lopez and staff for all of their work.

48. Project Agreement No. WA1521.403, with Foresite Design & Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for the Fire Station Well Site Improvements
Move City Council award Project Agreement No. WA1521.403 to Foresite Design & Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for the Fire Station Well Site Improvements, in an amount not to exceed \$805,267.10.
49. Professional Services Agreement No. WA1521.453, with Dibble CM, LLC, for the Fire Station Well Site Improvements Construction Management Services
Move City Council Award Professional Services Agreement No. WA1521.453 to Dibble CM, LLC, for the Fire Station Well Site Improvements Construction Management Services, in an amount not to exceed \$158,158.
50. Agreement No. TR9-285-3990, Amendment No. 3, with Cem-Tec Corporation, for Streetlight Poles
Move City Council approve Agreement No. TR9-285-3990, Amendment No. 3, with Cem-Tec Corporation, for streetlight poles, in an amount not to exceed \$173,000, for a one-year term, December 1, 2021, through November 30, 2022.
51. Agreement No. TR9-968-4082, Amendment No. 2, with Northstar Communications, Inc., for Streetlight Pole Replacement
Move City Council approve Agreement No. TR9-968-4082, Amendment No. 2, with Northstar Communications, Inc., for streetlight pole replacement, in an amount not to exceed \$482,000, for a one-year term, December 15, 2021, through December 14, 2022.
52. Purchase of Trihalomethane Analyzer
Move City Council Award Agreement No. PW2-890-4377 to Aqua Metrology Systems, Ltd., for the purchase of a trihalomethane analyzer, in an amount not to exceed \$80,450.

53. Professional Services Agreement No. ST2101.201 for Design Services with Entellus, Inc., for Detroit Basin / Gazelle Meadows Park Storm System Improvements
Move City Council Award Professional Services Agreement No. ST2101.201 for Design Services, to Entellus, Inc., for Detroit Basin / Gazelle Meadows Park Storm System Improvements, in an amount not to exceed \$497,826.00.
54. Professional Services Agreement No. ST2113.101, with Entellus, Inc., for the City of Chandler Stormwater Management Master Plan Study Consultant Services
Move City Council Award Professional Services Agreement No. ST2113.101 to Entellus, Inc., for the City of Chandler Stormwater Management Master Plan Study Consultant Services, in an amount not to exceed \$800,000.
55. Sole Source Purchase of Supervisory Control and Data Acquisition (SCADA) System Support
Move City Council approve the sole source purchase of SCADA system support, from Wunderlich-Malec, in an amount not to exceed \$150,000.
56. Pre-Construction Services Construction Manager at Risk Contract No. WW2111.251, with Achen-Gardner Construction, LLC, for the Chandler Heights Road Utility Relocations
Move City Council Award Pre-Construction Services Construction Manager at Risk Contract No. WW2111.251, to Achen-Gardner Construction, LLC, for the Chandler Heights Road Utility Relocations, in an amount not to exceed \$82,577.58.
57. Professional Services Agreement No. DT2201.101, with Premier Engineering Corporation, for the Downtown Alley Redevelopment Evaluation Pre-Design Services
Move City Council Award Professional Services Agreement No. DT2201.101 to Premier Engineering Corporation, for the Downtown Alley Redevelopment Evaluation Pre-Design Services, in an amount not to exceed \$37,840.
58. Agreement No. PW0-745-4123, Amendment No. 2, with M.R. Tanner Development and Construction, Inc., for Street Maintenance and Repair Services
Move City Council approve Agreement No. PW0-745-4123, Amendment No. 2, with M.R. Tanner Development and Construction, Inc., for street maintenance and repair services, in an amount not to exceed \$815,000, for a one-year term, January 1, 2022, through December 31, 2022.
59. Agreement No. PW0-745-4122, Amendment No. 2, with Vincon Engineering Construction, LLC, for Concrete Repair Maintenance Services
Move City Council approve Agreement No. PW0-745-4122, Amendment No. 2, with Vincon Engineering Construction, LLC, for concrete repair maintenance services, in an amount not to exceed \$4,000,000, for a one-year term, January 1, 2022, through December 31, 2022.
60. Purchase of Pavement Maintenance Materials

Move City Council approve the purchase of pavement maintenance materials, from Pavement Restoration, Inc., utilizing Pinal County Contract No. 180123, in an amount not to exceed \$200,000.

61. Purchase of Asphalt Crack Sealant
Move City Council approve the purchase of asphalt crack sealant from Superior Supply, Inc., utilizing Arizona Department of Transportation (ADOT) Contract No. ADOT19-209983, in an amount not to exceed \$190,000.
62. Professional Services Agreement No. SW2201.101, with Engineering and Environmental Consultant, Inc., for the Solid Waste Landfill Health Assessment Consultant Services
Move City Council Award Professional Services Agreement No. SW2201.101 to Engineering and Environmental Consultant, Inc., for the Solid Waste Landfill Health Assessment Consultant Services, in an amount not to exceed \$347,480.
63. Professional Services Agreement No. WW1901.453, with Wilson Engineers, LLC, for the Reclaimed Water Interconnect Facility – GMP 1 Construction Management Services
Move City Council Award Professional Services Agreement No. WW1901.453 to Wilson Engineers, LLC, for the Reclaimed Water Interconnect Facility – GMP 1 Construction Management Services, in an amount not to exceed \$523,650.
64. Construction Contract No. WW2003.401, Change Order No. 1, with Garney Companies, Inc., for the Airport Water Reclamation Facility Headworks Drain Piping
Move City Council Award Construction Contract No. WW2003.401, Change Order No. 1, to Garney Companies, Inc., for the Airport Reclaimed Facility Headworks Drain Piping, in the amount of \$244,989.26, for a revised contract amount not to exceed \$636,059.26.
65. Agreement No. PW0-745-4121, Amendment No. 2, with Choice Maintenance & Asphalt Services, LLC, for Asphalt Rubber Crack Seal Services
Move City Council approve Agreement No. PW0-745-4121, Amendment No. 2, with Choice Maintenance & Asphalt Services, LLC, for asphalt rubber crack seal services, in an amount not to exceed \$450,000, for a one-year term, January 1, 2022, through December 31, 2022.
66. Construction Manager at Risk Contract No. WW1901.402 GMP 1, with McCarthy Building Companies, Inc., for the Reclaimed Water Interconnect Facility
Move City Council Award Construction Manager at Risk Contract No. WW1901.402 GMP 1 to McCarthy Building Companies, Inc., for the Reclaimed Water Interconnect Facility, in an amount not to exceed \$5,392,377.
67. Agreement No. PW2-988-4407, with Artistic Land Management, Inc., for Public Works Landscape Services

Move City Council approve Agreement No. PW2-988-4407, with Artistic Land Management, Inc., for Public Works landscape services, in an amount not to exceed \$927,500, for a one-year term, January 1, 2022, through December 31, 2022, with the option of up to four additional one-year extensions.

68. Agreement No. BF8-936-3802, Amendment No. 4, with Western States Fire Protection Co., for Fire Protection Services
Move City Council approve Agreement No. BF8-936-3802, Amendment No. 4, with Western States Fire Protection Co., for fire protection services, increasing the spending limit by \$190,000, for a revised amount not to exceed \$1,152,500.

Public Hearing

69. Annexation Public Hearing- ANX21-0001 approximately 36.3 acres located East of the Northeast corner Riggs and Cooper roads
1. Open Public Hearing
 2. Staff Presentation
 3. Council Discussion
 4. Discussion from the Audience
 5. Close Public Hearing

Informational

70. Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved
71. Study Session & Regular Minutes of October 20, 2021, Planning and Zoning Commission
72. Study Session & Regular Minutes of September 15, 2021, Planning and Zoning Commission

Adjourn

The meeting was adjourned at 6:36 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: January 13, 2022

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 6th day of December 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of January, 2022.

City Clerk

Meeting Minutes

City Council Regular Meeting

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



Call to Order

The meeting was called to order by Mayor Kevin Hartke at 6:00 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

Joshua Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Dawn Lang, Deputy City Manager/ CFO
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Councilmember Harris and Councilmember Ellis attended telephonically.

Invocation

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

Pledge of Allegiance

The Pledge of Allegiance was led by Boy Scout Troop 88 and 3088.

Consent Agenda and Discussion

City Clerk

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

City Manager

2. Resolution No. 5538, Joint Project Agreement with the State of Arizona for the Loop 101 and 202 Freeway Waterline and Sewer Rehabilitation
Move City Council pass and adopt Resolution No. 5538, authorizing the City of Chandler to enter into a Joint Project Agreement with the State of Arizona for the Loop 101 and 202 Freeway Waterline and Sewer Rehabilitation Project in the amount of \$8,000,000, and authorize the City Manager or designee to take actions necessary on behalf of the City of Chandler to carry out the intent of the Agreement, and approve a contingency appropriation transfer of \$4,000,000 from the Water Operating Fund, Non-Departmental, Contingency Account (605.1290.5911) to Capital Grants Fund, Water Capital Project Cost Center, Main & Valve Replacements Program (417.3820.6714.0.6WA023) to supplement the existing appropriation for spending of the State allocated funds.
3. Professional Services Agreement No. ST2106.201 for Design Services with TY Lin International, for Frye Road Protected Bike Lanes, located on Frye Road from ½ Mile West of Arizona Avenue to the Paseo Trail/Consolidated Canal
Move City Council Award Professional Services Agreement No. ST2106.201 for Design Services, to TY Lin International, for Frye Road Protected Bike Lanes, located on Frye Road from ½ Mile West of Arizona Avenue to the Paseo Trail/Consolidated Canal, in an amount not to exceed \$666,217.66.

Communications and Public Affairs

4. Introduction of Ordinance No. 4983 Board and Commission Code Amendments
Move City Council introduce and tentatively adopt Ordinance No. 4983, amending and/or renumbering the City Code Chapters for the Chandler Airport Commission, Chandler Citizens' Panel for Review of Police Complaints and Use of Force, Commission on Human Relations, Housing and Human Services Commission, Library Board, Mayor's Committee for People with Disabilities, Mayor's Youth Commission, Neighborhood Advisory Committee, Parks and Recreation Board, Public Housing Authority Commission, and Transportation Commission; and repealing the Mayor's Committee for the Aging.

Community Services

5. Construction Contract No. PR2101.401 with Lincoln Constructors, Inc., for Paseo Vista Recreation Area Retaining Wall Renovation
Move City Council Award Contract No. PR2101.401 to Lincoln Constructors, Inc., for Paseo Vista Recreation Area Retaining Wall Renovation, in an amount not to exceed \$175,841.90.
6. Agreement No. CS0-988-4215, Amendment No. 2, with Brightview Landscape Services, Inc., for Park Mowing Services
Move City Council approve Agreement No. CS0-988-4215, Amendment No. 2, with Brightview Landscape Services, Inc., for park mowing services, increasing the spending limit by \$349,956, for a revised amount not to exceed \$799,956.

Development Services

7. Final Adoption of Ordinance 4984, ANX21-0002 Annexation of Approximately 3.8 Acres and Initial City Zoning West of the Southwest corner of Willis and McQueen roads
Move City Council adopt Ordinance No. 4984 approving the annexation of approximately 3.8 acres and Initial City Zoning - West of the Southwest corner of Willis and McQueen roads, as recommended by Planning staff.
8. Final Adoption of Ordinance No. 4985, PLH21-0005 /PLT21-0004 The Village at Hamilton Landing Southwest corner of Willis and McQueen Roads
Move City Council adopt Ordinance No. 4985 approving PLH21-0005 The Village at Hamilton Landing, Rezoning from Agricultural District (AG-1) to Planned Area Development for single-family attached residential, subject to the conditions as recommended by Planning and Zoning Commission.
9. Introduction of Ordinance No. 5002, Planned Area Development Amendment, PLH21-0078 Pollack Business Park North 1 & 2, generally located north of the northeast corner of Arizona Avenue and Elliot Road
Move City Council introduce and tentatively adopt Ordinance No. 5002 approving PLH21-0078 Pollack Business Park North 1 & 2, amending the Planned Area Development zoning by removing a limitation on sign colors as recommended by Planning and Zoning Commission.
10. Use Permit, PLH21-0066 Bottle and Bean located at 2577 W. Queen Creek Road, Suite 100, generally located west of the southwest corner of Dobson and Queen Creek roads
Move City Council approve Use Permit case PLH21-0066 Bottle and Bean for a Series 7 Beer and Wine bar license, subject to the conditions recommended by Planning and Zoning Commission.
11. Final Plat PLT21-0037 Chandler Airpark Technology Center
Move City Council approve Final Plat (PLT21-0037) Chandler Airpark Technology Center, located at the southwest corner of Gilbert Road and Insight Way, as recommended by Development Services staff.
12. Use Permit, PLH21-0035 Verizon Pho Twelve Oaks, located at 360 S Twelve Oaks Blvd., approximately 1/2 mile south of Chandler Boulevard at the Rural Road alignment
Move City Council continue Use Permit case PLH21-0035 Verizon Pho Twelve Oaks to the January 27, 2022, City Council Meeting.
13. Final Plat, PLT21-0003 Falcon Storage Condominiums

Move City Council approve Final Plat PLT21-0003 Falcon Storage Condominiums, located on the north side of Willis Road, west of Hamilton Street, as recommended by Development Services staff.

14. Preliminary Development Plan, PLH21-0041 Treeland by Tri Pointe Homes, located at the southwest corner of Chandler Heights Road and 124th Street
Move City Council approve Preliminary Development Plan PLH21-0041 Treeland by Tri Pointe Homes for housing product, subject to the conditions as recommended by Planning and Zoning Commission.
15. Final Plat PLT21-0039 The Ashley
Move City Council approve Final Plat PLT21-0039 The Ashley, located on Appleby Road east of Arizona Avenue, as recommended by Development Services staff.
16. Entertainment Use Permit, PLH21-0054 Good Time Charli's, located at 6045 W Chandler Blvd, Suite 7
Move City Council approve Entertainment Use Permit case PLH21-0054 Good Time Charli's for live entertainment indoors and live acoustic music on the patio located at 6045 W Chandler Blvd, Suite 7, generally located on the southwest corner of Chandler Boulevard and Kyrene Road, subject to the conditions recommended by Planning and Zoning Commission.
17. Use Permit, PLH21-0072 Third Base located at 4910 W. Ray Road, Suite 3
Move City Council approve PLH21-0074 Third Base Use Permit for a Series 6 bar liquor license and Entertainment Use Permit to allow indoor live acoustic and speakers on the outdoor patio for background music located at 4910 W. Ray Road, Suite 3, generally located at the northeast corner of Rural and Ray roads, subject to the conditions recommended by Planning and Zoning Commission.

Facilities and Fleet

18. Purchase of Access Controls and Security Equipment
Move City Council approve the utilization of the State of Arizona Contract No. ADSP016-141514, with APL Access & Security, Inc., for the purchase of access controls and security equipment, increasing the spending limit by \$427,500, for a revised amount not to exceed \$927,500.
19. Agreement No. PD2-055-4378, with American Emergency Products, Inc.; MHQ of Arizona; and Pride Outfitting, LLC; for Police Vehicle Upfitting
Move City Council approve Agreement No. PD2-055-4378, with Arizona Emergency Products, Inc.; MHQ of Arizona; and Pride Outfitting, LLC; for police vehicle upfitting, in an

amount not to exceed \$426,140.00, for the period of December 1, 2021, through November 30, 2022, with the option of up to four additional one-year extensions.

20. Purchase of Tires

Move City Council approve the utilization of the State of Arizona Contract No. CTR02117 with Firestone North America, the Sourcewell Contract No. 102517-GTC with Goodyear Tire and Rubber Company, and the Omnia Partners Contract No. 2019209 with Michelin North America, for the purchase of tires, in an amount not to exceed \$250,000.

21. Purchase of Vehicles and Upfitting

Move City Council approve the utilization of the State of Arizona Contract No. ADSP017-166124 with San Tan Ford, for the purchase of vehicles and upfitting, in the combined amount of \$767,457.21 and authorize an appropriation transfer of \$51,740 from the Vehicle Replacement Fund, Non-Departmental, Contingency Account, to the Vehicle Replacement Fund, Building & Facilities, Planning, Building Safety, Engineering, and Water System Maintenance Motor Vehicle Cost Centers.

22. Agreement No. 4442, with Arizona Public Service Company, for Vehicle Charging Stations
Move City Council approve Agreement No. 4442, with Arizona Public Service Company, for vehicle charging stations.

Human Resources

23. Agreement No. HR2-918-4354, with Logic Compensation Group, for Compensation and Classification Study

Move City Council approve Agreement No. HR2-918-4354, with Logic Compensation Group, for a Compensation and Classification Study, in an amount not to exceed \$215,000.

Information Technology

24. Agreement No. IT2-918-4438, with CE Wilson Consulting, for Professional and Project Consulting Services

Move City Council Award Agreement No. IT2-918-4438, with CE Wilson Consulting, for professional and project consulting services, in an amount not to exceed \$450,000, for a one-year term beginning January 1, 2022, through December 31, 2022, with the option of up to four one-year extensions.

25. Purchase of Cisco Smartnet

Move City Council approve the purchase of Cisco Smartnet, from Sentinel Technologies, Inc., using the 1GPA Contract No. 21-02PV-08, in the amount of \$136,443.

26. Purchase of Oracle Annual Support and Maintenance Services

Move City Council approve the purchase of Oracle annual support and maintenance services, from Mythics, Inc., using Omnia Partners Contract No. 180233-002, in the amount of \$105,523, for a one-year term of January 31, 2022, through January 30, 2023.

Law

27. Settlement Agreements with Pharmaceutical Distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, and Manufacturers Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., relating to Opioid Litigation Move City Council authorize the City Attorney to enter into Settlement Agreements with Distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and Manufacturers Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. for Chandler's portion of the opioid litigation settlement proceeds.
28. Settlement in Robin Barrett vs. City of Chandler
Move City Council to authorize the settlement in the matter of Robin Barrett vs. City of Chandler in full and final satisfaction of all claims asserted without admitting liability for the amount of \$100,000.00 and further authorize the City Attorney to sign any necessary documents in such forms as are approved by the City Attorney to effectuate the terms and conditions of settlement in this action.

Management Services

29. Agreement No. 4399, for Investment Management Services
Move City Council Award Agreement No. 4399, with PFM Asset Management, LLC, and Allspring Global Investments, LLC, for investment management services, for a one-year term beginning January 1, 2022, through December 31, 2022, with the option of up to four additional one-year extensions.
30. New License Series 7, Beer and Wine Bar Liquor License application for Ocotillo Coffee and Wine, LLC, DBA Bottle & Bean
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 161046, a Series 7, Beer and Wine Bar Liquor License, for Jared Michael Repinski, Agent, Ocotillo Coffee and Wine, LLC, DBA Bottle & Bean, located at 2577 W. Queen Creek Road, Suite 100, and approval of the City of Chandler, Series 7, Beer and Wine Bar Liquor License No. 301808.
31. New License Series 10, Beer and Wine Store Liquor License application for Ocotillo Coffee and Wine, LLC, DBA Bottle & Bean
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 161051, a Series 10, Beer and Wine Store Liquor

License, for Jared Michael Repinski, Agent, Ocotillo Coffee and Wine, LLC, DBA Bottle & Bean, located at 2577 W. Queen Creek Road, Suite 100, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 301808.

32. License Series 12, Restaurant Liquor License application for Taqueria Los Portales, LLC, DBA Taqueria Los Portales
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 163155, a Series 12, Restaurant Liquor License, for Jaime Ornelas Beristain, Agent, Taqueria Los Portales, LLC, DBA Taqueria Los Portales, located at 691 N. Arizona Avenue, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301578.
33. New License Series 12, Restaurant Liquor License application for Look Cinemas VIII, LLC, DBA Look Cinemas
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 161304, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, Look Cinemas VIII, LLC, DBA Look Cinemas, located at 1 W. Chandler Boulevard, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302073.
34. License Series 3, Domestic Microbrewery Liquor License application for Look Cinemas VIII, LLC, DBA Look Cinemas
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 165494, a Series 3, Domestic Microbrewery Liquor License, for Andrea Dahlman Lewkowitz, Agent, Look Cinemas VIII, LLC, DBA Look Cinemas, located at 1 W. Chandler Boulevard, and approval of the City of Chandler, Series 3, Domestic Microbrewery Liquor License No. 302073.
35. License Series 12, Restaurant Liquor License application for Patent 139 Brewing Company, LLC, DBA Patent 139 Brewing Co
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 155208, a Series 12, Restaurant Liquor License, for Timothy John Charles Hass, Agent, Patent 139 Brewing Company, LLC, DBA Patent 139 Brewing Co, located at 1949 W. Ray Road, Suite 11, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301286.
36. License Series 12, Restaurant Liquor License application for Kura Sushi USA, Inc., DBA Kura Revolving Sushi Bar
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 163245, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, Kura Sushi USA, Inc., DBA Kura Revolving Sushi Bar,

located at 1928 W. Chandler Boulevard, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302379.

37. New License Series 12, Restaurant Liquor License application for Taqueria Factory, LLC, DBA Taqueria Factory
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 156036, a Series 12, Restaurant Liquor License, for Gamaliel Garfio, Agent, Taqueria Factory, LLC, DBA Taqueria Factory, located at 55 E. Ray Road, Suite 2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302323.
38. License Series 6, Bar Liquor License application for Straight No Chaser, LLC, DBA Third Base
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor License No. 0607026, a Series 6, Bar Liquor License, for Destiny Yvonne Myres, Agent, Straight No Chaser, LLC, DBA Third Base, 4910 W. Ray Road, Suite 3, and approval of the City of Chandler, Series 6, Bar Liquor License No. 301600.
39. New Series 7, Beer and Wine Bar Liquor License application for Improvmania Entertainment LLC, DBA Improvmania
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 301578, a Series 7, Beer and Wine Bar Liquor License, for Jared Michael Repinski, Agent, Improvmania Entertainment, LLC, DBA Improvmania, located at 51 E. Boston Street.
40. Purchase of Maintenance, Repair, and Operational (MRO) Supplies
Move to approve the utilization of the Omnia Partners Contract No. 192163, with Grainger, Inc., for the purchase of maintenance, repair, and operational (MRO) supplies, for the term of January 1, 2022, through December 31, 2022, in an amount not to exceed \$300,000.

Neighborhood Resources

41. Resolution No. 5536, Reallocation of Emergency Rental Assistance (ERA) Funds to Maricopa County for Distribution to Eligible Chandler Households on an Interim Basis.
Move City Council pass and adopt resolution No. 5536 approving and authorizing the reallocation of Emergency Rental Assistance Program (ERA 1 and ERA 2) funds to Maricopa County for distribution to eligible Chandler households on an interim basis.

Police Department

42. Sole Source Purchase of Active Shooter Response Kits
Move City Council approve the sole source purchase of active shooter response kits, from Tactical Medical Solutions, LLC, in the amount of \$108,840.

Public Works and Utilities

43. Construction Contract No. PD1901.401, Change Order No. 1, with Caliente Construction, Inc., for Police Station Main Lobby and Records Room Renovation
Move City Council award Construction Contract No. PD1901.401, Change Order No. 1, to Caliente Construction, Inc., for Police Station Main Lobby and Records Room Renovation, in the amount of \$96,410.76, for a revised contract amount not to exceed \$1,418,141.23.
44. Project Agreement No. BF2108.402 with FCI Constructors, Inc. (CO Corp), Pursuant to Job Order Contract No. JOC1911.401, for Police Department Air Conditioner Property and Evidence 911 Training Room
Move City Council approve Project Agreement No. BF2108.402 to FCI Constructors, Inc. (CO Corp), Pursuant to Job Order Contract No. JOC1911.401, for Police Department Air Conditioner Property and Evidence 911 Training Room, in an amount not to exceed \$76,639.10.
45. Introduction of Ordinance No. 4990 Authorizing the Sale of Assessor's Parcel Numbers 303-42-003Q and 303-42-008P, Located at 21126 S. Cooper Road, Chandler, Arizona
Move City Council introduce and tentatively adopt Ordinance No. 4990, authorizing the sale of Assessor's Parcel Numbers 303-42-003Q and 303-42-008P, located at 21126 S. Cooper Road, Chandler, Arizona, to Dinesh Palariya and Amisha Dham, husband and wife, and Tarun Chopra and Charu Chopra, husband and wife, for \$598,000.
46. Introduction of Ordinance No. 4996 authorizing the Sale of City Property Located in the Williams Field Business Park Subdivision
Move City Council introduce and tentatively adopt Ordinance No. 4996 authorizing the sale of City property located in the Williams Field Business Park Subdivision on Roosevelt Avenue between Frye Road and Chandler Boulevard to Osborne Real Estate, LLC, an Arizona Limited Liability Company, for the amount of one hundred and ten thousand dollars (\$110,000).
47. Introduction of Ordinance No. 4998 Granting a No-Cost Irrigation Easement to Roosevelt Water Conservation District, for Irrigation Facilities
Move City Council introduce and tentatively adopt Ordinance No. 4998, granting an irrigation easement to Roosevelt Water Conservation District, at no cost, for irrigation facilities that were relocated as part of an agreement for City participation in offsite construction costs for the Whispering Heights Subdivision located at Chandler Heights Road and Lindsay Road.
48. Resolution No. 5533, Authorizing the City of Chandler to Enter into an Agreement to Share Costs for the Feasibility Study of Bartlett Dam Modification Alternatives
Move City Council pass and adopt Resolution No. 5533, authorizing the City of Chandler to enter into an agreement to share costs for the Feasibility Study of Bartlett Dam Modification

Alternatives Among Various Participating Entities and Salt River Agricultural Improvement and Power District in the amount not exceed \$400,000.

49. Project Agreement No. WA1521.403, with Foresite Design & Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for the Fire Station Well Site Improvements
Move City Council award Project Agreement No. WA1521.403 to Foresite Design & Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for the Fire Station Well Site Improvements, in an amount not to exceed \$805,267.10.
50. Professional Services Agreement No. WA1521.453, with Dibble CM, LLC, for the Fire Station Well Site Improvements Construction Management Services
Move City Council award Professional Services Agreement No. WA1521.453 to Dibble CM, LLC, for the Fire Station Well Site Improvements Construction Management Services, in an amount not to exceed \$158,158.
51. Agreement No. TR9-285-3990, Amendment No. 3, with Cem-Tec Corporation, for Streetlight Poles
Move City Council approve Agreement No. TR9-285-3990, Amendment No. 3, with Cem-Tec Corporation, for streetlight poles, in an amount not to exceed \$173,000, for a one-year term, December 1, 2021, through November 30, 2022.
52. Agreement No. TR9-968-4082, Amendment No. 2, with Northstar Communications, Inc., for Streetlight Pole Replacement
Move City Council approve Agreement No. TR9-968-4082, Amendment No. 2, with Northstar Communications, Inc., for streetlight pole replacement, in an amount not to exceed \$482,000, for a one-year term, December 15, 2021, through December 14, 2022.
53. Purchase of Trihalomethane Analyzer
Move City Council award Agreement No. PW2-890-4377 to Aqua Metrology Systems, Ltd., for the purchase of a trihalomethane analyzer, in an amount not to exceed \$80,450.
54. Professional Services Agreement No. ST2101.201 for Design Services with Entellus, Inc., for Detroit Basin / Gazelle Meadows Park Storm System Improvements
Move City Council award Professional Services Agreement No. ST2101.201 for Design Services, to Entellus, Inc., for Detroit Basin / Gazelle Meadows Park Storm System Improvements, in an amount not to exceed \$497,826.00.
55. Professional Services Agreement No. ST2113.101, with Entellus, Inc., for the City of Chandler Stormwater Management Master Plan Study Consultant Services

Move City Council award Professional Services Agreement No. ST2113.101 to Entellus, Inc., for the City of Chandler Stormwater Management Master Plan Study Consultant Services, in an amount not to exceed \$800,000.

56. Sole Source Purchase of Supervisory Control and Data Acquisition (SCADA) System Support
Move City Council approve the sole source purchase of SCADA system support, from Wunderlich-Malec, in an amount not to exceed \$150,000.
57. Pre-Construction Services Construction Manager at Risk Contract No. WW2111.251, with Achen-Gardner Construction, LLC, for the Chandler Heights Road Utility Relocations
Move City Council award Pre-Construction Services Construction Manager at Risk Contract No. WW2111.251, to Achen-Gardner Construction, LLC, for the Chandler Heights Road Utility Relocations, in an amount not to exceed \$82,577.58.
58. Professional Services Agreement No. DT2201.101, with Premier Engineering Corporation, for the Downtown Alley Redevelopment Evaluation Pre-Design Services
Move City Council award Professional Services Agreement No. DT2201.101 to Premier Engineering Corporation, for the Downtown Alley Redevelopment Evaluation Pre-Design Services, in an amount not to exceed \$37,840.
59. Agreement No. PW0-745-4123, Amendment No. 2, with M.R. Tanner Development and Construction, Inc., for Street Maintenance and Repair Services
Move City Council approve Agreement No. PW0-745-4123, Amendment No. 2, with M.R. Tanner Development and Construction, Inc., for street maintenance and repair services, in an amount not to exceed \$815,000, for a one-year term, January 1, 2022, through December 31, 2022.
60. Agreement No. PW0-745-4122, Amendment No. 2, with Vincon Engineering Construction, LLC, for Concrete Repair Maintenance Services
Move City Council approve Agreement No. PW0-745-4122, Amendment No. 2, with Vincon Engineering Construction, LLC, for concrete repair maintenance services, in an amount not to exceed \$4,000,000, for a one-year term, January 1, 2022, through December 31, 2022.
61. Purchase of Pavement Maintenance Materials
Move City Council approve the purchase of pavement maintenance materials, from Pavement Restoration, Inc., utilizing Pinal County Contract No. 180123, in an amount not to exceed \$200,000.
62. Purchase of Asphalt Crack Sealant

Move City Council approve the purchase of asphalt crack sealant from Superior Supply, Inc., utilizing Arizona Department of Transportation (ADOT) Contract No. ADOT19-209983, in an amount not to exceed \$190,000.

63. Professional Services Agreement No. SW2201.101, with Engineering and Environmental Consultant, Inc., for the Solid Waste Landfill Health Assessment Consultant Services
Move City Council award Professional Services Agreement No. SW2201.101 to Engineering and Environmental Consultant, Inc., for the Solid Waste Landfill Health Assessment Consultant Services, in an amount not to exceed \$347,480.
64. Professional Services Agreement No. WW1901.453, with Wilson Engineers, LLC, for the Reclaimed Water Interconnect Facility – GMP 1 Construction Management Services
Move City Council award Professional Services Agreement No. WW1901.453 to Wilson Engineers, LLC, for the Reclaimed Water Interconnect Facility – GMP 1 Construction Management Services, in an amount not to exceed \$523,650.
65. Construction Contract No. WW2003.401, Change Order No. 1, with Garney Companies, Inc., for the Airport Water Reclamation Facility Headworks Drain Piping
Move City Council award Construction Contract No. WW2003.401, Change Order No. 1, to Garney Companies, Inc., for the Airport Reclaimed Facility Headworks Drain Piping, in the amount of \$244,989.26, for a revised contract amount not to exceed \$636,059.26.
66. Agreement No. PW0-745-4121, Amendment No. 2, with Choice Maintenance & Asphalt Services, LLC, for Asphalt Rubber Crack Seal Services
Move City Council approve Agreement No. PW0-745-4121, Amendment No. 2, with Choice Maintenance & Asphalt Services, LLC, for asphalt rubber crack seal services, in an amount not to exceed \$450,000, for a one-year term, January 1, 2022, through December 31, 2022.
67. Construction Manager at Risk Contract No. WW1901.402 GMP 1, with McCarthy Building Companies, Inc., for the Reclaimed Water Interconnect Facility
Move City Council award Construction Manager at Risk Contract No. WW1901.402 GMP 1 to McCarthy Building Companies, Inc., for the Reclaimed Water Interconnect Facility, in an amount not to exceed \$5,392,377.
68. Agreement No. PW2-988-4407, with Artistic Land Management, Inc., for Public Works Landscape Services
Move City Council approve Agreement No. PW2-988-4407, with Artistic Land Management, Inc., for Public Works landscape services, in an amount not to exceed \$927,500, for a one-year term, January 1, 2022, through December 31, 2022, with the option of up to four additional one-year extensions.

69. Agreement No. BF8-936-3802, Amendment No. 4, with Western States Fire Protection Co., for Fire Protection Services
Move City Council approve Agreement No. BF8-936-3802, Amendment No. 4, with Western States Fire Protection Co., for fire protection services, increasing the spending limit by \$190,000, for a revised amount not to exceed \$1,152,500.

Consent Agenda Motion and Vote

Councilmember Lopez moved to approve the Consent Agenda of the December 9, 2021, Regular City Council Meeting, Seconded by Councilmember Roe.

Motion carried unanimously (7-0), with the exception of Consent Agenda Item No. 16 which passed unanimously (6-0) Councilmember Orlando declaring a conflict of interest.

Action Agenda Item No. 70 and Discussion

70. Introduction and Tentative Adoption of Ordinance No. 4999, PLH21-0065 Airstream of Chandler, located at 1375 S. Arizona Avenue
Move City Council introduce and tentatively adopt Ordinance No. 4999, approving PLH21-0065 Airstream of Chandler, Rezoning from Planned Area Development (PAD) zoning for Community Commercial (C-2) uses to Planned Area Development (PAD) for Community Commercial Uses with motor vehicle sales, outdoor screened storage, indoor motor vehicle repair including body work, and limited short term overnight stays for recreational vehicles located at 1375 S. Arizona Avenue, generally located on the southeast corner of Arizona Avenue and the Loop 202 Santan Freeway, subject to the conditions as recommended by Planning and Zoning Commission.

MAYOR HARTKE introduced the item and asked the applicant to present.

LINDSAY SHUBIE, Law Firm Gammage and Burnham, 40 N. Central, Phoenix AZ, said she is here on behalf of Airstream of Chandler. Ms. Shubie clarified they are allowing customers to sleep onsite in their RVs. This is not an RV Park, and you cannot show up and ask to pay to spend the night. This is ancillary to service being provided onsite. There are approximately 20 spots, and they would have their own power which would only be turned on if you are assigned that spot because someone is getting service at the location. There is not water or a dumping station. There is a stipulation that there is a maximum of five nights or 24 hours after services complete, you must vacate that spot. There are no amenities. Ms. Shubie presented the following presentation.

- Request
 - Rezone approximately 15 acres at 1375 S. Arizona Avenue from Planned Area Development (PAD) zoning for Community Commercial (C-2) uses to PAD for Community Commercial Uses with motor vehicle sales, outdoor screened storage, indoor motor

vehicle repair including body work, and limited short term overnight stays for recreational vehicles.

- Subject Property Aerial Map
- Aerial Map 2003 and 2021 1375 S Arizona Avenue
- Site Plan
- Planning and Zoning Commission Approval
 - Planning and Zoning Commission unanimous approval (6-0) was received on November 17, 2021

MAYOR HARTKE said there are no amenities and asked if they were able to be in the trailer the same time it is being worked on.

MS. SHUBIE said yes, it is in conjunction to your service being done on your Airstream. Airstreams have become primary residences for some people so a lot of service is pre-arranged.

MAYOR HARTKE said this would also stop someone from going into the store and buying a widget and then staying there because they made a purchase. They would actually have to be working on the Airstream.

MS. SHUBIE said that was correct, it is important for the business to turn over that space so they could continue to provide service.

COUNCILMEMBER LOPEZ clarified the parking lot we me modified to accommodate turning radiuses.

Ms. SHUBIE said they are working with the neighbor and thinking about circulation patterns where we want vehicles to go, directional signage to make sure that we are a benefit, and additional landscaping to make sure they are a good neighbor.

COUNCILMEMBER LOPEZ thanked Ms. Shubie and said they have made a substantial investment into the property, updating it, and wanting to be part of the community.

COUNCILMEMBER ORLANDO asked where the landscaping was going to be.

MS. SHUBIE said there would be incredible improvements to the underground retention, which is very important for this site and the neighboring property owners. Substantial landscaping would be put and the entire parking lot would be redone and even parking spots reoriented to ensure that they are sending traffic the right way.

COUNCILMEMBER ORLANDO asked if any other Airstream facilities do this.

MS. SHUBIE said they are rolling it across the country and yes, they are now allowing this sleeping onsite, in case it is your only home and your only option.

Action Agenda Item No. 70 Motion and Vote

Councilmember Lopez moved to approve Action Agenda Item No. 70 of the December 9, 2021, Regular City Council Meeting; Seconded by Councilmember Orlando.

Motion carried unanimously (6-0), Councilmember Harris not in attendance.

Public Hearing Item No. 71

71. Annexation Public Hearing- ANX21-0001 approximately 36.3 acres located East of the Northeast corner Riggs and Cooper roads

Open Public Hearing

MAYOR HARTKE opened the public hearing.

Staff Presentation

LAUREN SCHUMANN, Senior Planner, presented the following presentation.

- Public Haring Annexation East of Northeast corner Riggs and Cooper Roads
- Site Map
- General Plan Map
- Southeast Chandler Area Plan Map

Council Discussion

MAYOR HARTKE asked if there was any Council discussion.

VICE MAYOR STEWART asked on the Southeast Chandler Area Plan how many homes was it per acre.

MS. SCHUMANN said it is low density which ranges from 2.5 to 3.2 units per acre.

VICE MAYOR STEWART said this would be traditional to what is in the area.

MS. SCHUMANN said that was correct, all lots area minimum of 10,000 square foot lots.

COUNCILMEMBER ORLANDO asked what the timeframe would be.

MS. SCHUMANN said this is anticipated to be on an agenda in the next two months.

Discussion from the Audience

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

Close Public Hearing

MAYOR HARTKE closed the public hearing.

Informational

- 72. Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved
- 73. Study Session & Regular Minutes of October 20, 2021, Planning and Zoning Commission
- 74. Study Session & Regular Minutes of September 15, 2021, Planning and Zoning Commission

Unscheduled Public Appearances

CLARENCE CHEPELLE, 432 N. Monta Vista St., Chandler, said they have a son and a grandson who suffer from opiod addiction. It is frustrating to see them arrested and then let out the next day and keep going on and on. Mr. Chepelle would like to partner with the City to help these people who are sick and find something that is going to be helpful. The SWAT team had pulled his son out of the house and the very next day he was let out of jail. There was a lot of manpower and this does not only affect the addict but the family as well. Mr. Chepelle said he wanted to work on this together and wanted to do something to help and it is bigger than just his family. Mr. Chepelle said he would reach out to Council for further direction on who he should contact.

MAYOR HARTKE asked the City Manager's Office to follow up.

Current Events

Mayor's Announcements

MAYOR HARTKE announced the Through Your Eyes Art Contest, December 13 through February 4. Mayor Hartke encouraged the youth to show what the City means to them now and into the future and the winners would be announced at the State of the City Address.

MAYOR HARTKE said there was a youth football team, Chandler Elite Bears, played in the AYF Elite Championship game in Florida, and they team made it to the final game.

MAYOR HARTKE wished everyone a happy holidays and thanked Council, staff, and residents for another great year in Chandler. This year has had a lot of challenges and they have stayed strong and united through the pandemic. Mayor Harkte looked forward to building on the innovative partnerships and serve the community. Mayor Hartke encouraged everyone to shop local during the holiday season.

Council's Announcements

COUNCILMEMBER LOPEZ said there are a lot of boards and commissions in the City. They have now seated the City's first Military and Veterans' Affairs Commission and thanked Bob Dalphe for working on this and his commitment to the veterans. Councilmember Lopez asked the new Commissioners to stand.

COUNCILMEMBER LOPEZ thanked staff for all of their work and commitment to the residents.

VICE MAYOR STEWART said they went through 2021 well compared to the rest of the country.

VICE MAYOR STEWART thanked the City Clerk for executing the first electronic election that was conducted as a mock election. He said the test went great and these are the innovative ideas that can be expected from the City.

VICE MAYOR STEWART said there was a water main break and thanked the State in helping the City recover over \$8 million for the repair.

VICE MAYOR STEWART thanked Mr. Chepelle for sharing his story.

COUNCILMEMBER ROE thanked staff for doing the work and for all of those who attend the Council meetings.

COUNCILMEMBER ORLANDO wished everyone happy holidays.

City Manager's Announcements

JOSHUA WRIGHT, City Manager, wish Council a happy holidays and thanked them for their support. Mr. Wright said 2021 has been a tremendous year and thanked them for their leadership.

Adjourn

The meeting was adjourned at 6:32 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: January 13, 2022

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 9th day of December 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of January, 2022.

City Clerk

Meeting Minutes

City Council Special Meeting

December 14, 2021 | 4:30 p.m.
Chandler Museum
300 S. Chandler Village Dr., Chandler, AZ



Call to Order

The meeting was called to order by Mayor Kevin Hartke at 4:44 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

Josh Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Dawn Lang, Deputy City Manager, CFO
Kelly Schwab, City Attorney
Erica Barba, Acting City Clerk

Staff in Attendance

Ryan Peters, Strategic Initiatives Director
Alexis Apodaca, Government Relations Coordinator
Matt Burdick, Communications and Public Affairs Director

Others in Attendance

Arizona State Representative, Sean Bowie
Arizona State Representative, Jennifer Pawlik
Arizona State Representative, Jennifer Jermaine
Terri Kimble, Chandler Chamber of Commerce
Kassidy Sanders, Chandler Chamber of Commerce

Agenda and Discussion

Welcome and Introductions - Mayor Kevin Hartke

MAYOR KEVIN HARTKE introduced Arizona State Representatives Sean Bowie, Jennifer Pawlik, and Jennifer Jermaine and thanked them for attending the meeting.

2022 Legislative Session

Discussion regarding the 2022 Legislation Session took place among the Chandler City Council and Arizona State Representative Sean Bowie, Arizona State Representative Jennifer Pawlik, and Arizona State Representative Jennifer Jermaine.

Chandler Updates

Discussion was held regarding the affects of the 2022 Legislative Session to the City of Chandler.

Agenda Motion and Vote

No action was taken.

Adjourn

The meeting was adjourned at 5:53 pm.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: January 13, 2022

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 14th day of December 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of January 2022.

City Clerk



City Council Memorandum Communications and Public Affairs Memo No. 21-10

Date: January 10, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
From: Matt Burdick, Communications and Public Affairs Director
Subject: Final adoption of Ordinance No. 4983, amending and/or renumbering the City Code Chapters for the Chandler Airport Commission, Chandler Citizens' Panel for Review of Police Complaints and Use of Force, Commission on Human Relations, Housing and Human Services Commission, Library Board, Mayor's Committee for People with Disabilities, Mayor's Youth Commission, Neighborhood Advisory Committee, Parks and Recreation Board, Public Housing Authority Commission, and Transportation Commission; and repealing the Mayor's Committee for the Aging.

Proposed Motion:

Move City Council adopt Ordinance No. 4983, amending and/or renumbering the City Code Chapters for the Chandler Airport Commission, Chandler Citizens' Panel for Review of Police Complaints and Use of Force, Commission on Human Relations, Housing and Human Services Commission, Library Board, Mayor's Committee for People with Disabilities, Mayor's Youth Commission, Neighborhood Advisory Committee, Parks and Recreation Board, Public Housing Authority Commission, and Transportation Commission; and repealing the Mayor's Committee for the Aging.

Background:

The City of Chandler currently has 35 citizen advisory boards and commissions, allowing Mayor and Council to receive valuable resident input in varying areas of service delivery and to gather advice from diverse communities of interest. Recently, staff undertook a review of City Code language governing boards and commissions and are proposing several amendments to better align with Strategic Framework priorities, City initiatives, and the individual missions of each board or commission. Staff also identified several City Code "clean-up" items to streamline and update language to current practices. As an overarching recommendation, all boards and commissions are recommended to be placed in Chapter 2 of the City Code for consistency, making rules more readily available to citizens.

The attached table summarizes the notable changes in the proposed ordinance.

This Ordinance was introduced and tentatively adopted by City Council on December 9,

2021.

Financial Implications:
N/A

Attachments

Ordinance No. 4983
Updated Summary of Code Changes

ORDINANCE NO. 4983

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 8 AIRPORT, BY AMENDING AND RENUMBERING SECTION 8.2 CHANDLER AIRPORT COMMISSION TO CHAPTER 2, SECTION 2-22; RENUMBERING CHAPTER 10 POLICE PROTECTION, SECTION 10-11 CHANDLER CITIZENS' PANEL FOR REVIEW OF POLICE COMPLAINTS AND USE OF FORCE TO CHAPTER 2, SECTION 2-23; RENUMBERING CHAPTER 36 NEIGHBORHOOD RESOURCES, SECTION 36-6 COMMISSION ON HUMAN RELATIONS AND SECTION 36-7 HOUSING AND HUMAN SERVICES COMMISSION TO CHAPTER 2, SECTIONS 2-24 AND 2-25; RENUMBERING CHAPTER 33 LIBRARY, SECTION 33-6 LIBRARY BOARD TO CHAPTER 2, SECTION 2-26; RENUMBERING CHAPTER 31 COMMUNITY SERVICES, SECTION 31-27 MAYOR'S COMMITTEE FOR PEOPLE WITH DISABILITIES TO CHAPTER 2, SECTION 2-27; REPEALING CHAPTER 31 COMMUNITY SERVICES, SECTION 31-28 MAYOR'S COMMITTEE FOR THE AGING; AMENDING AND RENUMBERING CHAPTER 31 COMMUNITY SERVICES, SECTION 31-29 MAYOR'S YOUTH COMMISSION TO CHAPTER 2, SECTION 2-28; RENUMBERING CHAPTER 30 PROPERTY MAINTENANCE ORDINANCE, SECTION 30-16 NEIGHBORHOOD ADVISORY COMMITTEE TO CHAPTER 2, SECTION 2-29; AMENDING AND RENUMBERING CHAPTER 31 COMMUNITY SERVICES, BY REPEALING SECTION 31-25D.11 RELATING TO THE PARKS AND RECREATION BOARD AND RENUMBERING TO CHAPTER 2, SECTION 2-30; RENUMBERING CHAPTER 36 NEIGHBORHOOD RESOURCES, SECTION 36-5 PUBLIC HOUSING AUTHORITY COMMISSION TO CHAPTER 2, SECTION 2-31; AND BY FURTHER AMENDING AND RENUMBERING CHAPTER 49 TRANSPORTATION COMMISSION BY AMENDING SECTION 49-4.B AND REPEALING SECTIONS 49-4.C AND 49-4.D AND RENUMBERING TO CHAPTER 2, SECTION 2-32; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

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

Section 1. That the Chandler City Code, Chapter 8 Airport, Section 8.2 Chandler Airport Commission, is hereby amended to read as follows (additions in ALL CAPS, deletions in strikeout):

2-22.8-2. Chandler Airport Commission.

There is hereby established a Commission to be known as the "Chandler Airport Commission," consisting of seven (7) members appointed by the Mayor with the approval of the Council. ~~In addition, the Mayor shall appoint a Councilmember as an ex-officio member to serve as liaison between the Commission and the Council.~~ All members of the Chandler Airport Commission must be qualified electors of the City and have been a resident of the City for at least one (1) year

immediately preceding the date of appointment. ~~The seventh member need not be a resident of the City but must, at the time of appointment be a resident of and for the year immediately preceding have resided within, the unincorporated area bounded on the north and east by the City of Chandler City boundaries and on the south and west by the Gila River Indian community boundaries (an area commonly referred to as Sun Lakes).~~ The term of each member shall be for three (3) years. Each member shall serve until his/her successor is appointed.

8-2-22.1. Officers and bylaws. Commission members shall elect officers at the first meeting following the first day of May of each year. The Commission may adopt bylaws which may, among other things, set forth the time and place of meetings and such operating procedures as may be desired. All bylaws and any amendments thereto shall be subject to City Council review and approval. The Airport Administrator shall staff the Commission.

8-2-22.2. Powers and duties. The Airport Commission shall advise the City Council regarding:

- A. The maintenance and operation of the airport and its environs.
- B. Rules, regulations, and minimum operating standards under this chapter.
- C. Proposals for development at the airport and the airpark.
- D. Fees imposed by the City in connection with the airport and the airpark.
- E. Leases of City property at the airport which require Council approval.
- F. Land use policies at and surrounding the airport.
- G. The future role of the airport as part of the State-wide air transportation system.
- H. Safety matters under the jurisdiction of the airport.
- I. Such other matters as the City Council may direct and shall perform such other duties as imposed by this chapter.

Section 2. That the Chandler City Code, Chapter 10 Police Protection, Section 10-11 Chandler Citizens' Panel for Review of Police Complaints and Use of Force, is hereby renumbered to read as follows (additions in ALL CAPS, deletions in strikeout):

~~2-23.10-11.~~ Chandler Citizens' Panel for Review of Police Complaints and Use of Force.

~~10-11~~*2-23.1. Established.*

- A. There is hereby established a Chandler citizens' panel for review of Police complaints and use of force ("panel") to be composed of fifteen (15) citizen members and six (6) Police Department members, three (3) of which will be alternates.
- B. When functioning as a review sub-panel as described in section 10-11.4, each sub-panel shall consist of five (5) citizen members and three (3) Police Department members. The citizen members and chairperson of each sub-panel shall be selected by the City Manager.
- C. This panel shall act in an advisory capacity to the Chief of Police.

~~10-11~~*2-23.2. Appointment of citizen members; terms of office.*

- A. The fifteen (15) members of the panel shall be selected from residents of the city and appointed by the Mayor, subject to approval of the Council.
- B. The term of office of citizen members shall be for three (3) years, except for the initial citizen members of the panel. Such terms shall be staggered so that the term of no more than five (5) citizen members shall conclude in any given year.
- C. A vacancy during a term in office shall be filled for the remainder of the unexpired term in the same manner as the original appointment.
- D. Citizens who are selected for appointment shall have no felony convictions or convictions for misdemeanors involving moral turpitude. A criminal history records check of each citizen selected for appointment shall be conducted prior to appointment. Each appointed citizen member shall have completed the Chandler Police Department's Citizens' Academy or complete the Academy within one (1) year of their appointment.
- E. Citizen members of the panel shall receive no compensation for their services as panel members.

~~10-11-2-23.3.~~ *Police Department members designated.*

- A. The Chief of Police shall select six (6) Police Department employees, three (3) of whom are alternates, to serve as members of the panel.
- B. The three (3) Police members shall consist of one (1) Division Commander, who shall serve for an indefinite term, one (1) first line supervisor, and one (1) line officer, both of whom shall serve for a two year term. Alternates shall consist of one (1) Division Commander, who shall serve for an indefinite term, one (1) first line supervisor, and one (1) line officer, both of whom shall serve for a two (2) year term. Alternates may serve on the panel only in the absence of their counterpart.
- C. The appointed Division Commander shall serve, in addition to his or her duties as a panel or sub-panel member, coordinate the mailings, meeting rooms and staffing required in order to conduct meetings of the panel and sub-panels.

~~10-11-2-23.4.~~ *Powers and duties.* The Chandler Citizen's Panel for Review of Police Complaints and Use of Force shall have the following powers and duties:

- A. To establish such rules and regulations as it deems necessary for its government and for the faithful performance of its duties; to set a time for meetings which shall be held as needed if there is business to transact; to establish the manner in which special meetings shall be held and the notice to be given thereof; and to provide that eight (8) citizen members and three (3) Police members shall constitute a quorum.
- B. To require attendance of the members at regular meetings and to provide that absence from three (3) consecutive regular meetings without consent of the panel shall be deemed to constitute the resignation of such member and such position shall thereupon be deemed vacant.
- C. To meet in sub-panels selected by the City Manager and conduct a review of the record of the following:

1. All Police shootings and Police incidents when direct physical force by the Police results in serious physical injury or death. Serious physical injury shall mean that as defined in A.R.S. § 13-105.34.

2. The findings of the Police Department's investigation of unsustained, unfounded, or exonerated citizen complaints, when that citizen requests a review of the Police Department's findings. A request for review must be made within thirty (30) days from the date the citizen is notified of the findings of the Police Department investigation.

3. Any Police Department incident, at the request of the Chief of Police.

D. After a review of the record, each review panel shall make one of the following recommendations in a report to the Chief of Police:

1. Agree with the findings of the Police Department investigation.

2. Disagree with the findings of the Police Department investigation.

3. Recommend to the Chief of Police that further investigation is warranted.

4. Upon review of a use of Police Force incident, the review panel shall make a further recommendation as to whether the use of Police Force was within Police Department policy.

The recommendation shall be made within six (6) months of receiving the Police Department report pertaining to a complaint. The panel may extend the period for making a recommendation for up to one (1) year upon a majority vote of the panel.

E. The panel may make recommendations to the Chief of Police concerning training programs, revisions of policies or procedures, commendable actions, preventive or corrective measures except for employee discipline and community concerns regarding Police action and procedures.

F. Three (3) citizen members and two (2) Police members shall constitute a quorum for a sub-panel.

G. The meetings of the sub-panels dealing with confidential personnel matters shall be executive sessions and shall be subject to the confidentiality of A.R.S. § 38-431.03.

H. The panel shall make a report each July to the Chandler City Council of the number of reviews they have conducted and the recommendations they have made during the past year.

~~10-112-23.5.~~ *Review with the City Manager.* The Chief of Police shall review the recommendations of the Review Panel and sub-panels with the City Manager every quarter. The Chief may review recommendations with the City Manager more often, if he deems it necessary or for the good of the City or the Police Department to do so.

Section 3. That the Chandler City Code, Chapter 36 Neighborhood Resources, Section 36-6 Commission on Human Relations, is hereby renumbered to read as follows (additions in ALL CAPS, deletions in strikeout):

~~36-62-24.~~ Commission on Human Relations.

There is hereby established the Chandler Human Relations Commission which shall consist of eleven (11) members broadly representative of the diverse demographics of the community. Such members shall be residents of Chandler and shall be appointed by the Mayor, subject to approval of the Council without regard to their political affiliations, one (1) of whom shall be elected by the other members to serve as Chairperson.

~~36-62-24.1.~~ *Terms of office and compensation of members.* The terms of office for members of the Commission shall be three (3) years, except that the first members shall be appointed for the following terms: Three (3) members shall serve one (1) year; four (4) members shall serve for two (2) years; and four (4) shall serve for three (3) years. Thereafter, their successors shall serve a full term and may not serve more than two (2) consecutive terms. All members shall serve until their successors have been duly appointed and qualified. Vacancies shall be filled for the unexpired term of the member whose office is vacant in the same manner as such member received original appointment. The Mayor shall have the right and power to remove any Commission member, with the approval of the Council. Members of the Commission shall serve without compensation.

~~36-62-24.2.~~ *Staff representation and cooperation of City Departments.* The City Manager or a designee shall staff the Chandler Human Relations Commission. The City Manager, and all department heads through the City Manager, shall render such aid, assistance and staff help to the Commission as may be necessary to accomplish and fulfill its purpose and functions.

~~36-62.24.3.~~ *Purpose, functions and duties of Commission.* The Chandler City Council finds it to be of the utmost importance to work toward the elimination of prejudice and discrimination; and to promote amicable relations among all racial, cultural, religious, age, gender, disabled, socioeconomic and national groups within the community. It will be the purpose of the Chandler Human Relations Commission to act as an advisory body to the City Council. It shall recommend ways to encourage mutual respect and understanding among the many groups of people who live, work and spend time within the community. The Commission should make recommendations to discourage all manner and manifestation of discriminatory practices, and assist the City Council and City Departments on ways in which people from different racial, cultural or religious backgrounds can be made to feel at home within the Chandler community.

The Commission shall establish such rules and regulations as it deems necessary for Commission regulation and for the faithful performance of its duties. It should vote to set a time for regular meetings. Six (6) members shall constitute a quorum. The affirmative vote of six (6) members shall be required for passage of any matter before the Commission.

Section 4. That the Chandler City Code, Chapter 36 Neighborhood Resources, Section 36-7 Housing and Human Services Commission, is hereby renumbered to read as follows (additions in ALL CAPS, deletions in strikeout):

~~36-72-25.~~ Housing and Human Services Commission.

There is hereby established the Housing and Human Services Commission, which shall consist of eleven (11) members, appointed by the Mayor, subject to approval of the Chandler City Council. Such members shall be citizens and electors of the City. In addition, at all times, at least one (1)

committee member shall be the resident commission member of the Chandler Public Housing Authority Commission (see Section 36-5 above).

~~36-72-25.1.~~ *Terms of Office.* The members of the Commission shall serve for staggered terms of three (3) years each, provided however, a member shall continue to serve until a successor has been duly appointed and qualified. No member of the Housing and Human Service Commission shall serve more than two (2) consecutive terms on this Commission, however, a member may be reappointed after the lapse of three (3) years from the end of the previous term.

~~36-72-25.2.~~ *Powers and duties.* The Housing and Human Services Commission shall serve as an Advisory Commission to the Chandler City Council and to the Chandler Public Housing Authority Commission. The powers and duties of the Housing and Human Services Commission shall be:

- A. To advise the Chandler Public Housing Authority Commission on the administration, operation and management of federal public housing programs and Section 8 tenant-based rental assistance programs administered by the City;
- B. To advise City Council on the administration, operation and management of federal public housing, rental assistance or low cost housing programs administered by the City;
- C. To advise City Council on the development of all City housing projects as defined in A.R.S. Section 36-1401;
- D. To recommend the annual allocation of community development block grant funds to the City Council;
- E. To advise the City Council on matters relating to the welfare of the City's low and moderate income citizens;
- F. To assess the human services needs of the community, determine any gaps in service and utilize this information in developing the priorities for social service funding, youth enhancement funds, acts of kindness funds and any other grant or social service funds that may become available to the City;
- G. To serve as the annual allocations panel for the human services funds as outlined above;
- H. To make final recommendations to the City Council on the allocation of human service funds as outlined above; and
- I. Such other powers and/or duties as may from time to time be approved by the City Council.

Section 5. That the Chandler City Code, Chapter 33 Library, Section 33-6 Library Board, is hereby renumbered to read as follows (additions in ALL CAPS, deletions in strikeout):

~~33-62-26.~~ Library Board.

There is hereby established a Library Board, consisting of seven (7) regular members. The seven (7) regular members shall be appointed by the Mayor, subject to the approval of the City Council. All seven (7) of the regular members of the Library Board must be qualified electors of the City and have been residents of the City for at least one (1) year immediately preceding the date of their appointments.

~~33-62-26.1.~~ *Terms of office.* The terms of office for the regular members of the Library Board shall be for three (3) years, terms to be staggered so that no more than three (3) members are replaced in each year. Members shall serve no more than two (2) consecutive full terms. The terms of office shall commence and grounds for removal from office shall be that as provided in Chapter 2 of the Chandler City Code.

~~33-62-26.2.~~ *Officers.* The Library Board shall elect its own officers at the first meeting following the appointment of new members each year. These officers shall be the chairman and vice-chairman. The Community Services Director, or his/her duly authorized representative, shall act as secretary of the Board but shall not be allowed to vote. No officer elected by the Board shall serve in the same capacity for more than two (2) consecutive one-year terms.

~~33-62-26.3.~~ *Quorum.* Four (4) members shall constitute a quorum. The affirmative vote of the majority of members present shall be required for passage of any matter before the Board.

~~33-62-26.4.~~ *Powers and duties generally.* The powers and duties of the Library Board shall be:

- A. To adopt such rules of procedure for the faithful performance of its duties.
- B. To assist and advise the Library Manager to develop essential policies, rules and regulations relating to the operation of the City Library System.
- C. To serve as liaison between the library staff and the general community and to promote the library whenever and wherever possible.
- D. To acquaint themselves with library holdings and make appropriate suggestions or recommendations.
- E. To review the annual budget as prepared by the Library Manager, make recommendations and then forward same to the Community Services Director.
- F. To make appropriate suggestions and/or recommendations on any short-range or long-range plans as prepared by the Library Manager subject to the approval of the Library Board and the Community Services Director.
- G. To establish fines and fees to be levied and collected by the library staff.

Section 6. That the Chandler City Code, Chapter 31 Community Services, Section 31-27 Mayor's Committee for People with Disabilities, is hereby renumbered to read as follows (additions in ALL CAPS, deletions in strikeout):

~~312-27.~~ Mayor's Committee for People with Disabilities.

A. *Mayor's Committee for People with Disabilities established.* There is hereby established a Mayor's Committee for People with Disabilities consisting of nine (9) members. The Mayor, subject to the approval of the City Council, shall appoint the nine (9) members. All members of the Committee must be qualified electors of the City and have been residents of the City for at least one (1) year immediately preceding the date of appointment.

B. *Term of office.* The term of office for the members shall be for three (3) years; terms to be staggered so that no more than three (3) members are replaced each year. The Mayor, with the approval of the City Council, shall fill a vacancy in office during a term for the unexpired term.

C. *Officers.* The Committee shall elect its own officers at the first meeting following the first of May of each year. The Community Services Director shall act as secretary to the Committee and shall not be allowed to vote. No officer elected by the Committee shall serve in the same capacity for more than two (2) consecutive one-year terms.

D. *Powers and duties generally.* The powers and duties of the Committee shall be as follows:

1. To adopt rules of procedure necessary to perform its duties.
2. To assist and advise the City Council on ordinances, policies, rules and regulations relating to advocacy issues experienced by the disabled of the community, such as accessibility, employment and education.

Section 7. That the Chandler City Code, Chapter 31 Community Services, Section 31-28 Mayor's Committee for the Aging, is hereby repealed in its entirety to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

~~31-28. — Mayor's Committee for the Aging~~

~~A. *Mayor's Committee for the Aging established.* There is hereby established a Mayor's Committee for the Aging consisting of seven (7) members. The Mayor, subject to the approval of the City Council, shall appoint the seven (7) members. All members of the Committee must be qualified electors of the City and have been residents of the City for at least one (1) year immediately preceding the date of appointment.~~

~~B. *Term of office.* The term of office for the members shall be for three (3) years; terms to be staggered so that no more than three (3) members are replaced each year. The Mayor, with the approval of the City Council, shall fill a vacancy in office during a term for the unexpired term.~~

~~C. *Officers.* The Committee shall elect its own officers at the first meeting following the first of May of each year. The Community Services Director shall act as secretary of the Committee but shall not be allowed to vote. No officer elected by the Board shall serve in the same capacity for more than two (2) consecutive one-year terms.~~

~~D. *Powers and duties generally.* The powers and duties of the Committee shall be as follows:~~

- ~~1. To adopt such rules of procedure necessary to perform its duties.~~
- ~~2. To assist and advise the City Council on ordinances, policies, rules and regulations relating to advocacy issues experienced by the aging of the community, such as accessibility, adult day care, and volunteerism.~~
- ~~3. To serve as liaison between the City and the general community in matters regarding the aging and to promote and advocate for the elderly whenever and wherever possible.~~
- ~~4. May be active in charity events and fundraising.~~

Section 8. That the Chandler City Code, Chapter 31 Community Services, Section 31-29 Mayor's Youth Commission, is hereby amended to read as follows (additions in ALL CAPS, deletions in strikeout):

~~31-292-28.~~ Mayor's Youth Commission.

A. *Mayor's Youth Commission established.* There is hereby established a Mayor's Youth Commission consisting of nineteen (19) members. The Commission shall represent youth in the City of Chandler. The Mayor, subject to the approval of the City Council, shall appoint all nineteen (19) members.

B. *Committee member selection.* The selection of Committee members is as follows:

1. The nineteen (19) members shall represent a cross section of ninth (9th) through twelfth (12th) grade students. All members of the committee must reside in Chandler.
2. ~~Director shall serve as~~ CITY MANAGER WILL APPOINT staff liaison to the Mayor's Youth Commission.

C. *Term of office.* The terms of office for the members of the Commission shall be nineteen (19) members serving two (2) year terms, eligible for reappointment for a maximum of two (2) terms. A vacancy in office during a term shall be filled for the unexpired term by the Mayor, with the approval of the City Council. NO OFFICER SHALL SERVE IN THE SAME CAPACITY FOR MORE THAN TWO (2) ONE-YEAR TERMS.

~~D. *Officers.* The Commission shall elect its own officers at the first meeting following the first of May of each year. The Community Services Director shall act as secretary of the Commission but shall not be allowed to vote. No officer elected by the Commission shall serve in the same capacity for more than two (2) one-year terms.~~

~~D~~E. *Powers and duties generally.* The powers and duties of the Commission shall be as follows:

1. To assist, and advise the ~~Parks and Recreation Board~~ MAYOR AND CITY COUNCIL on issues concerning the youth of Chandler.
2. ~~Meet with the Parks and Recreation Board on a semi-annual basis to discuss plans, goals and accomplishments of the Commission.~~
23. The Commission shall meet on a regular basis to discuss various programs and events for Chandler youth.
- 3.4. The following are goals for the commission members: to develop leadership skills; learn about City government; and to provide community service.
45. The Commission may be active in charity events and fundraising.
56. Eleven (11) members shall constitute a quorum and the affirmative vote of the majority of the members present shall be required for passage of any matter before the Commission.

Section 9. That the Chandler City Code, Chapter 30 Property Maintenance Ordinance, Section 30-16 Neighborhood Advisory Committee, is hereby renumbered to read as follows (additions in ALL CAPS, deletions in strikeout):

~~30-162-29.~~ Neighborhood Advisory Committee.

A. *Established.* There is hereby established a Neighborhood Advisory Committee, consisting of seven (7) members appointed by the Mayor, subject to the approval of the City Council. These members shall be selected in such a manner that they provide for a broad based geographic representation from all areas of Chandler. These members shall be qualified electors of the City and a resident of the City for at least one (1) year immediately preceding the date of the member's appointment.

B. *Terms of office.* The terms of office for members of the Neighborhood Advisory Committee shall be for three (3) years. All such terms shall expire on the first day of May of the year in which such term is due to expire. A vacancy in office during the term shall be filled in the same manner as the original appointment, and the newly appointed member shall serve out the remaining term of the member whose vacancy is being filled.

C. *Officers and bylaws.* The Neighborhood Advisory Committee shall elect its own officers at the first meeting following the first day of May of each year. The City Manager or designee shall act as Secretary of the Committee but shall not be allowed to vote. No officer elected by the Committee shall serve in the same capacity for more than two (2) consecutive one-year terms. The Committee may adopt bylaws which may, among other things, set forth the time and place of meetings and such operating procedures as may be recommended by the City Manager. All bylaws and any amendments thereto shall be subject to City Council review and approval.

D. *Powers and duties generally.* The Neighborhood Advisory Committee is an advisory committee to the Mayor and Council. The powers and duties of the Neighborhood Advisory Committee shall be:

1. To recommend the establishment of additional neighborhood focus programs for assisting neighborhoods to organize; to help develop steps by which neighborhoods can help themselves; and to make recommendations on maintaining and enhancing neighborhood programs;
2. To review and recommend revisions to the City Code in order to ensure the City Codes are up to date, applicable to conditions in Chandler, clearly understandable, and enforceable; continually monitor accomplishments and performance standards;
3. To recommend programs which will educate Chandler residents as to the importance and benefits of neighborhood stability;
4. To evaluate and assist in developing incentives for building collaborative public—private partnerships to improve and maintain neighborhoods;
5. To develop recommendations for programs to enhance participation in neighborhood activities;
6. To hold public meetings on specific programs and projects as may be necessary; and
7. Such other powers or duties as may from time to time be recommended by the City Manager, with the approval of the City Council.

Section 10. That the Chandler City Code, Chapter 31 Community Services, Section 31-25 Parks and Recreation Board, is hereby amended to read as follows (additions in ALL CAPS, deletions in strikeout):

~~31-25~~-30. Parks and Recreation Board.

A. *Parks and Recreation Board.* There is hereby created, constituted and established a Parks and Recreation Board of the City of Chandler. The Parks and Recreation Board shall consist of seven (7) members. The seven (7) members shall be appointed by the City Council. All seven (7) of the regular members of the Board must be qualified electors of the City of Chandler and have been a resident of the City for at least one (1) year immediately preceding the date of appointment.

B. *Term of office.* Pursuant to Section 6.01 C of the Charter of the Chandler, the term of office for the regular members shall be for three (3) years. Terms are to be staggered so that no more than three (3) members are replaced each year. The City Council shall fill a vacancy in office during a term for the unexpired term.

C. *Officers.* The Parks and Recreation Board shall elect its own officers at the first meeting following the first of May of each year. The Community Services Director shall act as liaison to the Board but shall not be allowed to vote. No officer elected by the Board shall serve in the same capacity for more than two (2) consecutive one-year terms.

D. *Powers and duties generally.* The powers and duties of the Board shall be as follows:

1. To adopt such rules of procedure necessary to perform its duties.
2. To review fees, charges and prices for recreational services and use of facilities in accordance with the Community Service Department Fee Policy and Procedure of the City of Chandler, and recommend changes to the City Council as needed or as requested by the City Council or the City Manager, through the Community Services Director. Fees shall be approved and adopted by the City Council.
3. To assist and advise the Community Services Director in matters relating to parks and recreation ordinances, policies, rules and regulations relating to the operation, use, care and maintenance of Department Parks and Facilities.
4. To assist and advise the Director regarding the planning, acquisition and disposition of Department Facilities.
5. To assist and advise the Director on matters relating to the Chandler Youth Sports Association (CYSA).
6. To assist and advise the Director on the development of a master plan for the City's Parks, Facilities and its recreational programs. The City Manager through the Community Director shall from time to time send such plans and programs to the Board for its review. The results of such reviews, along with any recommendations from the Board, shall be forwarded to the City Council.
7. To assist and advise the Director in establishing priorities during the City's budget process as authorized pursuant to the Chandler City Charter and state law for those items, other than administrative functions, relating to the Parks Division and the Recreation Division. The

recommendations of the Board shall be forwarded to the City Council by the City Manager when the proposed budget is submitted to the Council.

8. To receive, accept and acquire, subject to the recommendation of the Director and final action by the City Council, by gift, bequest or devise, real and personal property of any kind, nature or description in the name of the City, for park and recreational purposes subject to the terms of the gift, bequest, or devise.

9. To recommend the creation of other committees appointed by the Chandler City Council deemed helpful to the development of parks, recreation programs, or the operation of the Community Services Department.

10. In accordance with the park naming criteria, recommend names to the Chandler City Council for Community Service Parks and Facilities.

~~11. To recommend to the City Council, the name of individuals and/or groups to be memorialized in Celebration Plaza.~~

11. Upon the request of the Mayor, the Parks and Recreation Board will suggest to the Mayor and Council qualified and interested person(s) eligible for appointment for Board vacancies.

Section 11. That the Chandler City Code, Chapter 36 Neighborhood Resources, Section 36-5 Public Housing Authority Commission, is hereby amended to read as follows (additions in ALL CAPS, deletions in strikeout):

~~36-52-31.~~ Chandler Public Housing Authority Commission.

There is hereby established the Chandler Public Housing Authority Commission, which shall consist of eight (8) members. Each member of the Chandler City Council, while rightfully holding office as a council member or as Mayor, shall automatically serve as a member of the Commission. The eighth member of the Commission shall be the resident commission member, who shall be appointed by the Mayor, subject to approval of the Chandler City Council.

~~36-52-31.1.~~ *Resident commission member eligibility.* A person who is a citizen and elector of the City is eligible to be a resident commission member if the person: (a) is directly assisted by the federal public housing or rental assistance programs administered by the City, either by being a resident of a City public housing project or by being a recipient of housing assistance in the City's tenant-based Section 8 program; (b) is expressly named in the lease for City public housing or for City administered Section 8 housing; and (c) is eighteen (18) years of age or older.

~~36-52-31.2.~~ *Resident commission member term.* The resident commission member shall serve a term of three (3) years, provided, however, a member shall continue to serve until a successor has been duly appointed and qualified. The resident commission member shall serve no more than two (2) consecutive terms on the PHA Commission, but may be re-appointed after the lapse of three (3) years from the end of the previous term. A resident commission member who ceases to be directly assisted by the federal public housing or rental assistance programs administered by the City may complete his or her current term on the Commission, but shall not be re-appointed to any additional term as the resident commission

member. The resident commission member shall not hold any other office or employment with the City, except for serving as a member of the Housing and Redevelopment Committee.

~~36-52-31.3.~~ *Resident commission member duties.* The resident commission member is a full member of the Commission and shall take part in decisions related to the administration, operation, and management the federal public housing or rental assistance programs administered by the City, including the City's Section 8 tenant-based rental assistance programs. The resident commission member may not be excluded from participating in any matter before the Commission on the grounds that the resident commission member's lease for City public housing, or the resident commission member's status as a public housing resident or recipient of Section 8 tenant-based assistance, either results or may result in a conflict of interest, unless the matter is clearly applicable to the resident commission member only in a personal capacity and applies uniquely to that member and not generally to residents or to a subcategory of residents.

~~36-52-31.4.~~ *PHA Commission power and duties.* The Chandler Public Housing Authority Commission shall be the final governing authority for matters related to the administration, operation and management of the federal public housing and rental assistance programs administered by the City. The powers and duties of the Commission shall be:

- A. To administer, operate and manage the federal public housing programs and rental assistance programs administered by the City;
- B. To, within its area of operation, exercise the specific powers enumerated in A.R.S. Section 36-1403, except as otherwise reserved herein or by applicable law to the Chandler City Council;
- C. To adopt rules and procedures not inconsistent with this Code or applicable law for the conduct of its business;
- D. To perform such other duties as may from time to time be approved by the Chandler City Council.

~~36-5.5.~~ *PHA Commission limitations.* The Commission's authority is limited to those matters enumerated above. More specifically, the Commission:

- A. Has no authority in matters that involve non-federal types of housing assistance (such as State financed housing assistance);
- B. Has no authority in matters that do not involve housing assistance;
- C. May not levy or impose any tax or other assessment against the taxpayers of the City of Chandler;
- D. May not borrow money, issue bonds or acquire real property through the exercise of eminent domain.

~~36-5.6.~~ *Officers, bylaws/RULES OF PROCEDURE, voting, staffing.* The Mayor shall designate which of the commissioners shall be chairman and vice-chairman, respectively. The Commission may adopt bylaws OR RULES OF PROCEDURE that may, among other things, set forth the time and place of meetings and such operating procedures as may be desired. A majority of the authorized members of the Commission constitutes a quorum for

all purposes. If a meeting of the Commission is duly noticed and a quorum is present, action may be taken by the Commission on a vote of a majority of the commissioners present. The Housing and Redevelopment Manager or a designee shall staff the Commission.

Section 12. That the Chandler City Code, Chapter 49 Transportation Commission, Section 49-4 Powers and duties generally, is hereby amended to read as follows (additions in ALL CAPS, deletions in strikeout):

49-42-32. Powers and duties generally.

The transportation commission is an advisory commission to the Mayor and Council. The powers and duties of the Transportation Commission shall be:

A. To advise the Mayor and City Council concerning community transportation policy issues including freeway, arterial streets, public transit, bicycle and pedestrian issues.

B. To review, monitor, and propose changes to the Transportation MASTER PLAN, ~~study,~~ transit AND ACTIVE TRANSPORTATION STUDIES AND PROJECTS, , ~~bicycle plan~~ and other similar community transportation studies.

~~C. To assist and advise the Transportation Policy Manager or designated City Engineer in establishing priorities for budget time for those items, other than administrative functions, relating to transportation programs and projects. The recommendations of the commission shall be forwarded to the City Council by the City Manager when a tentative budget is submitted to the City Council.~~

~~D. To work with transportation staff to develop and recommend criteria to guide neighborhood traffic mitigation programs and projects.~~

CE. To act as a forum for communication, education, and dialogue with Chandler citizens on transportation issues.

Section 13. Providing for Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed.

Section 14. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona this ____ day of _____, 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. 4983 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2021, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Published in the Arizona Republic on:

Updated Summary

Board	Change Requested
Airport Commission	Section 2A-1. Remove "In addition, the Mayor shall appoint a Councilmember as an ex-officio member to serve as liaison between the Commission and the Council." Remove requirement to have one Sun Lakes resident on the committee.
Citizens' Panel For Review Of Police Complaints And Use Of Force	Renumber Chapter 10 Police Protection, Section 10-11 to Chapter 2, Section 2-23
Commission On Human Relations	Renumber Chapter 36 Neighborhood Resources, Section 36-6 to Chapter 2, Sections 2-24
Human Relations Commissions	Renumber Chapter 36 Neighborhood Resources, Section 36-6 Commission on Human Relations and to Chapter 2, Sections 2-24
Human Services Commission	Renumber Chapter 36 Neighborhood Resources, Section 36-7 to Chapter 2, Sections 2-25
Library Board	Renumber Chapter 33 Library, Section 33-6 to Chapter 2, Section 2-26
Mayor's Committee for the Aging	Sunset; Members, duties and mission will merge with the existing Active Adult Advisory Council to continue serving our active adult community.
Mayor's Committee for People with Disabilities	Renumber Chapter 31 Community Services, Section 31-27 to Chapter 2, Section 2-27
Mayor's Youth Commission	B. 2. Amend - City Manager will appoint staff liaison to the Mayor's Youth Commission. C. Amend - No officer shall serve in the same capacity for more than (2) one-year terms. D. Remove E. 1. Amend - To assist, and advise the Mayor and City Council on issues concerning the youth of Chandler. E. 2. Remove and renumber Chapter 31 Community Services, Section 31-29 Mayor's Youth Commission to Chapter 2, Section 2-28
Neighborhood Advisory Committee	Renumber Chapter 30 Property Maintenance Ordinance, Section 30-16 to Chapter 2, Section 2-29
Parks and Recreation Board	D-11 - Remove Renumber to Chapter 2, Section 2-30

Public Housing Authority Commission	Renumber Chapter 36 Neighborhood Resources, Section 36-5 to Chapter 2, Section 2-31
	49-4.B. Amend: "To review, monitor, and propose changes to the Transportation Master Plan, transit and active transportation studies and projects, and other similar community transportation studies." 49-4.C. – Remove 49-4.D. – Remove
Transportation Commission	Renumber to Chapter 2, Section 2-32



City Council Memorandum Development Services Memo No. 22-004

Date: January 10, 2022
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: PLH21-0078 Pollack Business Park North 1 & 2
 Final Adoption of Ordinance No. 5002
Request: Amend Planned Area Development (PAD) zoning by removing a limitation on sign colors.
Location: 3205 through 3245 N. Arizona Avenue, generally located north of the northeast corner of Arizona Avenue and Elliot Road
Applicant: TJ Marco, The Signery

Proposed Motion:

Move City Council adopt Ordinance No. 5002 approving PLH21-0078 Pollack Business Park North 1 & 2, amending the Planned Area Development zoning by removing a limitation on sign colors as recommended by Planning and Zoning Commission.

Background Data:

- Rezoned with Preliminary Development Plan (PDP) to I-1/PAD in 2002
- Stipulation No. 10 in Ordinance No. 3420 limits the colors for signage to blue and red only (zoning case DVR02-0029 Pollack Business Park North)
- This item was introduced and tentatively adopted by City Council on December 9, 2021.

Surrounding Land Use Data:

North	Across Chilton Drive: PAD for motor sports sales and service facility	South	PAD for multi-family
East	Across Washington Street: I-1/PAD	West	Across Arizona Avenue: Zoned commercial (C-2) and Industrial (I-1)

General Plan and Area Plan Designations:

	Existing	Proposed	
General Plan	Employment	No Change	

Review and Recommendation

The request is to amend the Planned Area Development (PAD) zoning, more specifically stipulation number 10 in Ordinance No. 3420, by removing a limitation on sign colors that only permits blue or red. The applicant is requesting to remove this section of the stipulation in order to allow current and potential tenants to have a wide range of color options for signage. Doing so would allow the same flexibility with sign colors as most other commercial and industrial zoned properties in Chandler. The site currently contains five single-story buildings that front along Arizona Avenue, Chilton Drive, and Washington Street.

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 neighborhood notice was sent out in lieu of a neighborhood meeting due to no residents being within the notification area.
- 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 November 17, 2021

Motion to Approve

In Favor: 6 Opposed: 0

Recommended Conditions of Approval

Staff finds the request to be consistent with the General Plan and Planning and Zoning Commission recommends the City Council approve amending Planned Area Development zoning by replacing stipulation number 10 in Ordinance No. 3420 with the following stipulation: (strike through text indicates removed text)

10. All exterior building signage facing Arizona Avenue, Chilton Drive, and Washington Street shall be individually mounted letters only and not be mounted to a raceway, ~~and shall be limited to blue and red colors.~~

Attachments

Ordinance No. 5002

Ordinance No. 3420

Vicinity Maps

ORDINANCE NO. 5002

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY AMENDING ORDINANCE 3420 TO REMOVE A LIMITATION ON SIGN COLORS ON PROPERTY LOCATED AT 3205 THROUGH 3245 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, the property was zoned as Planned Industrial District/Planned Area Development (I-1/PAD) through Ordinance 3420 on January 9, 2003; and

WHEREAS, Ordinance 3420 contains a limitation on the colors that can be used for on-site signage, and the applicant has requested that this limitation be removed;

WHEREAS, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; 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. Ordinance 3420 is amended to remove the limitation of sign colors by replacing condition number 10 under Section I of the ordinance with the following: (strike through text indicates removed text)

10. All exterior building signage facing Arizona Avenue, Chilton Drive, and Washington Street shall be individually mounted letters only and not be mounted to a raceway, ~~and shall be limited to blue and red colors.~~

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 5002 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:

ORDINANCE NO. 3420

OFFICIAL FILE COPY
CITY OF CHANDLER
CITY CLERK

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM I-1/PAD TO I-1/PAD (DVR02-0029 POLLACK BUSINESS PARK NORTH) LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA.

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

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

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

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

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

SECTION I. Legal Description of Property:

See Attachment 'A'.

Said parcel is hereby rezoned from I-1/PAD to I-1/PAD, subject to the following conditions:

1. Development shall be in substantial conformance with Exhibit A, Development Booklet, entitled "Pollack Business Park North", kept on file in the City of Chandler Planning Services Division, in File No. DVR02-0029, except as modified by condition herein.
2. Right-of-way dedications to achieve full, half-widths for Arizona Avenue, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
3. Completion of the construction, where applicable, 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. Construction shall commence above foundation walls within three (3) years of the effective date of the ordinance granting this rezoning or the City shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.

5. Undergrounding of all overhead electric (less than 69kv), communication, and television lines and any open irrigation ditches or canals located on the site or within adjacent right-of-ways and/or easements. Any 69kv or larger electric lines that must stay overhead shall be located in accordance with the City's adopted design and engineering standards. The aboveground utility poles, boxes, cabinets, or similar appurtenances shall be located outside of the ultimate right-of-way and within a specific utility easement.
6. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual # 4).
7. The landscaping in all open-spaces and rights-of-way as well as all perimeter fences and view walls, shall be maintained by the adjacent property owner or a homeowners' association.
8. Approval by the Director of Planning and Development of plans for landscaping (open spaces and rights-of-way) and perimeter walls.
9. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.
10. All exterior building signage facing Arizona Avenue, Chilton Drive, and Washington Street shall be individually mounted letters only and not be mounted to a raceway, and shall be limited to blue and red colors.
11. Overhead bay doors are to be fully screened from arterial and collector street views. Developer shall work with Planning Staff in providing screen walls and additional tree landscaping, including minimum 24-inch box trees, for screening.
12. The number of lease spaces in Buildings A and E shall not exceed the spaces shown in the development booklet.

SECTION II. Except where provided, nothing contained herein shall be construed to be and abridgment of any other ordinance of the City of Chandler.

SECTION III. The Planning & Development Department of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this 12th day of December 2002.

ATTEST:


CITY CLERK




MAYOR

PASSED AND ADOPTED by the City Council this 9th day of January 2003.

ATTEST:

Marta Paddock
CITY CLERK



[Signature]
MAYOR

CERTIFICATION

I, HEREBY CERTIFY, that the above and foregoing Ordinance No. 3420 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 9th day of January 2003, and that a quorum was present thereat.

Marta Paddock
CITY CLERK

APPROVED AS TO FORM:

Gennie M. O'Neill
CITY ATTORNEY

PUBLISHED:

1/16/03
1/23/03

**Superior
Surveying
Services, Inc.**

21415 North 23rd Avenue
Phoenix, Arizona 85027
(623) 869-0223 Fax (623) 869-0726

PROFESSIONAL LAND SURVEYING - ARIZONA, CALIFORNIA, NEVADA Member A.C.S.M., A.P.L.S., G.L.L.S.

Randy S. Delbridge, President R.L.S. Arizona #18214/California #L6060/ Nevada #7680

Job Number: 211128

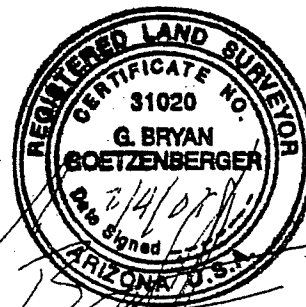
February 4, 2002

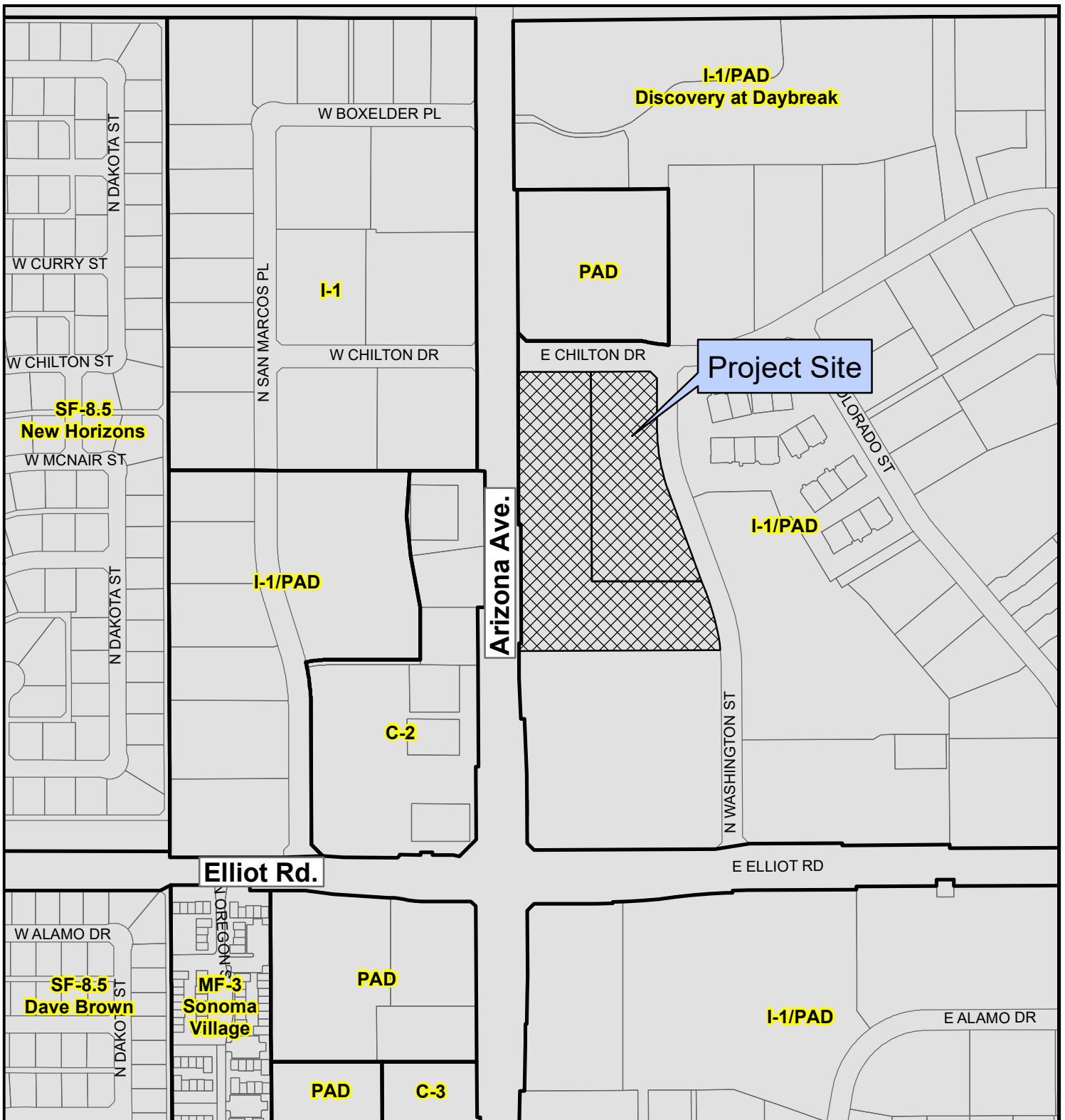
**DESCRIPTION FOR
POLLACK BUSINESS PARK NORTH**

Lots 1, 2 and 3 of ARIZONA CORPORATE PARK NORTH, as recorded in Book 297 of Maps, page 24, records of Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the most Westerly Southwest corner of said Lot 3;
THENCE along the Westerly, Northerly, Easterly and Southerly boundaries of said Lots 1, 2 and 3, the following courses and distances:
THENCE North 00 degrees 11 minutes 30 seconds West 1370.73 feet;
THENCE North 44 degrees 48 minutes 30 seconds East 28.28 feet;
THENCE North 89 degrees 48 minutes 30 seconds East 375.00 feet;
THENCE South 45 degrees 11 minutes 30 seconds East 28.28 feet;
THENCE South 00 degrees 11 minutes 30 seconds East 145.75 feet to the beginning of a tangent curve to the left, having a radius of 530.00 feet;
THENCE Southeasterly along the arc of said curve through a central angle of 20 degrees 02 minutes 25 seconds, an arc distance of 185.38 feet;
THENCE South 20 degrees 13 minutes 55 seconds East 344.31 feet to the beginning of a tangent curve to the right, having a radius of 570.00 feet;
THENCE Southerly along the arc of said curve, through a central angle of 20 degrees 00 minutes 00 seconds an arc distance of 198.97 feet;
THENCE South 00 degrees 13 minutes 55 seconds East 507.53 feet
THENCE South 44 degrees 46 minutes 05 seconds West 28.28 feet
THENCE South 89 degrees 46 minutes 05 seconds West 576.99 feet
THENCE North 45 degrees 12 minutes 30 seconds West 4.20 feet to the POINT OF BEGINNING.

Comprising 740,356 square feet or 16.9962 acres more or less, subject to all easements of record.





PLH21-0078 Pollack Business Park North 1 & 2



Proposed Project Details

Rezone/PDP

3205 - 3245 N. Arizona Ave.

Eliminate Zoning stipulation to allow different sign colors

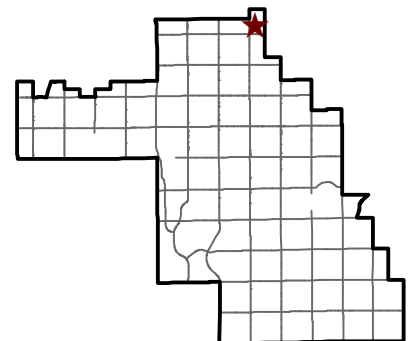


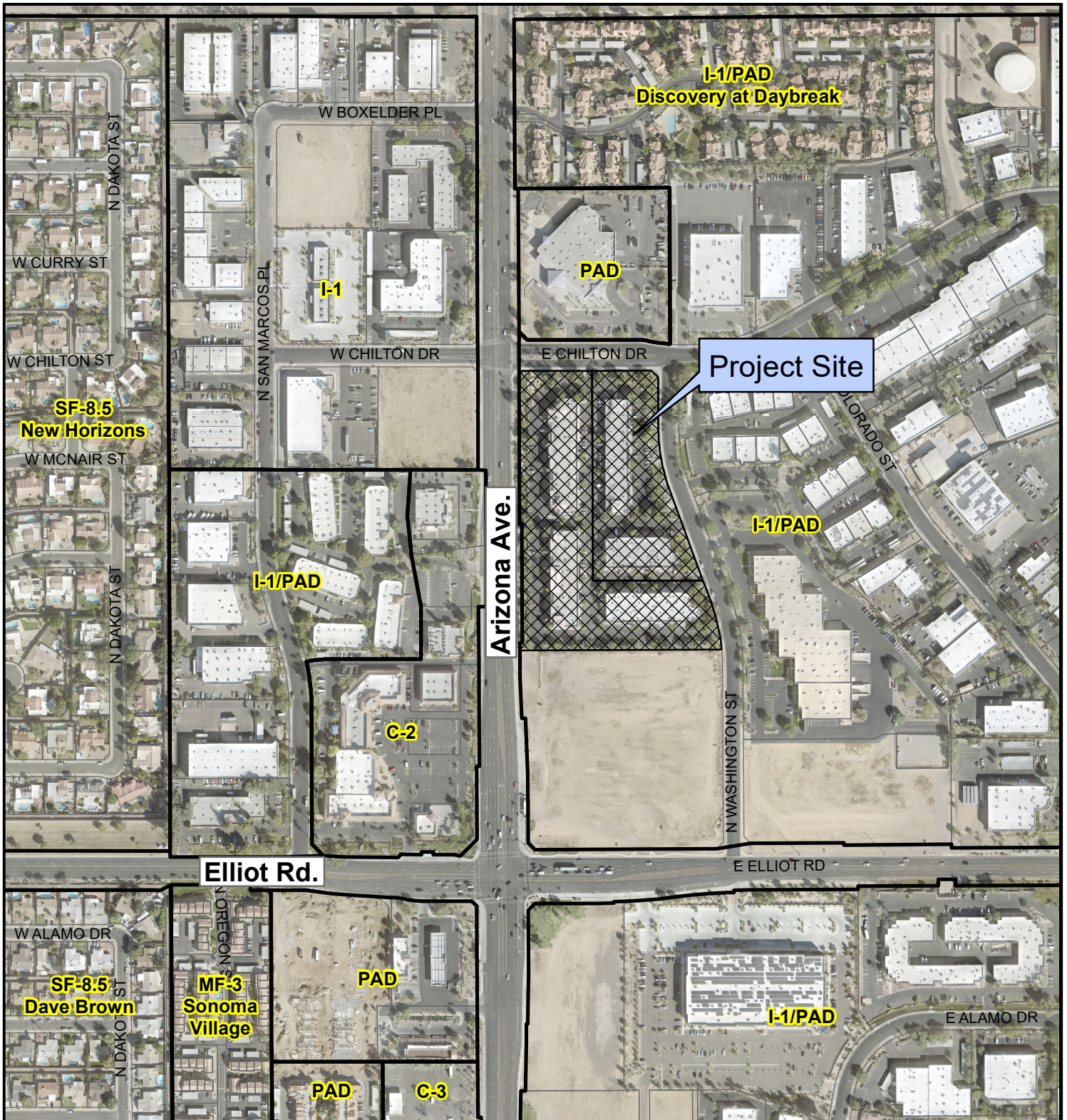
City of Chandler Planning Division

chandleraz.gov/planning

For more information visit:

<https://gis.chandleraz.gov/planning>





PLH21-0078 Pollack Business Park North 1 & 2



Proposed Project Details

Rezone/PDP

3205 - 3245 N. Arizona Ave.

Eliminate Zoning stipulation to allow different sign colors

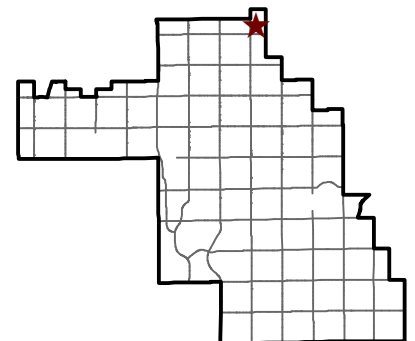


City of Chandler Planning Division

chandleraz.gov/planning

For more information visit:

<https://gis.chandleraz.gov/planning>



City Council Memorandum Development Services Memo No. 21-075FA

Date: January 10, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
 Debra Stapleton, Assistant City Manager
 Derek D. Horn, Development Services Director
From: Harley Mehlhorn, Associate Planner
Subject: PLH21-0065 Airstream of Chandler
 Final Adoption of Ordinance No. 4999
Request: Rezone from Planned Area Development (PAD) zoning for Community Commercial (C-2) uses to Planned Area Development (PAD) for Community Commercial Uses with motor vehicle sales, outdoor screened storage, indoor motor vehicle repair including body work, and limited short term overnight stays for recreational vehicles.
Location: 1375 S. Arizona Avenue, generally located on the southeast corner of Arizona Avenue and the Loop 202 Santan Freeway
Applicant: Dennis Newcombe, Senior Land Use Planner, Gammage and Burnham, PLC

Proposed Motion:

Move City Council adopt Ordinance No. 4999, approving PLH21-0065 Airstream of Chandler, Rezoning from Planned Area Development (PAD) zoning for Community Commercial (C-2) uses to Planned Area Development (PAD) for Community Commercial Uses with motor vehicle sales, outdoor screened storage, indoor motor vehicle repair including body work, and limited short term overnight stays for recreational vehicles, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Subject site zoned PAD for Community Commercial (C-2) uses with big box retail under the Santan Gateway zoning case in 2003
- Prior to the 2003 rezoning, the subject site was zoned Planned Industrial (I-1) along the railroad tracks and Regional Commercial (C-3) along the Arizona Avenue frontage
- Prior to Airstream, the site was occupied by Sam's Club until January 2018 and has remained vacant since that time
- Airstream building is part of a larger commercial center consisting of in-line retail, restaurants, and service-based businesses, though on separate parcels with different ownerships
- Subject site sits along major arterial Arizona Avenue and abuts the Loop 202 Santan Freeway

Surrounding Land Use Data:

North	Loop 202 Santan Freeway	South	Willis Road, then an existing development zoned PAD for Planned Industrial (I-1) uses
East	The Union Pacific Railroad tracks, then currently-under-construction land zoned PAD for Planned Industrial (I-1) uses	West	Arizona Avenue, then an existing commercial development zoned PAD for Commercial uses

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Regional Commercial	Regional Commercial

Review and Recommendation

The subject site was originally developed after approval in 2003 under the Santan Gateway zoning case, which imagined two big box anchor retail tenants and a mix of restaurants, retail, and service-based businesses along the Arizona Avenue frontage. That zoning case covered sixty (60) acres to the north and south of the Loop 202 Santan Freeway. The anchor tenant for the northern half is Walmart and to the south Sam’s Club occupied the building for a number of years before closing its doors in 2018, leaving the 136,000 square foot building vacant.

In Spring 2021, Airstream approached the City regarding their interest in purchasing and occupying the former Sam’s Club building. The use of non-motorized recreational vehicle sales is permitted under the Community Commercial (C-2) district and thus permissible within the existing entitlements of the PAD over the site. An Administrative Design Review (ADR) application was approved in March 2021 for exterior modifications and site changes. These changes included minor material and form adjustments, color changes, reconfiguration of the parking lot, the addition of “destination parking,” and other minor site adjustments. Under this ADR, a secured outdoor display area was approved on the south side of the building and a screened outdoor storage area located behind the building on the north of the site. Reflective of the PDP and ADR approvals, the existing site data is as follows:

Acreage	15 acres
Building size	136,018 sq. ft.
Parking Required	292
Parking Provided	311

After the ADR was approved, the applicant expressed their desire to sell and repair motorized vehicles as well as have limited overnight stays of occupied Airstreams for customers waiting for service due to part sourcing or labor constraints. Motor vehicle sales, repair and on-site overnight stays for occupied recreational vehicles and outdoor screened storage are not uses that are permitted by right in the Community Commercial (C-2) zoning district, which prompted this rezoning request. Outdoor display and sales of non-motorized or motor vehicles will be limited to the display area approved under the ADR. The outdoor storage will be entirely screened by the building and a wall and will follow the outdoor storage regulations set forth in the table of permitted uses under the Regional Commercial (C-3) District under the provision "Motor vehicle repairs, wholesale, and retail."

The applicant has also expressed the desire to have two 1,000 gallon propane tanks for filling the internal tanks of Airstreams that are serviced on-site. This feature is included in this request and staff finds the proposal reasonable so long as the tanks are screened and the placement is approved at a later date by the Zoning Administrator. These requirements are included in the proposed stipulations. The overnight stays would be limited to five (5) consecutive days and those staying on site must be receiving service from the primary business. Further, no dump station for sewage is proposed or allowed, limiting the stay duration by way of design. The overnight stays would take place in the area designated on the site plan as “destination parking,” featuring large pull-through spaces to accommodate Airstream trailers as well as landscaped and artificial turf islands with power pedestals

Staff finds this request reasonable considering the restrictions that the applicant has proposed and that will be memorialized as stipulations. Further, the subject site is surrounded by non-residential uses. With the overnight stay area being limited in capacity, time, function, and eligibility as well as distant from potentially incompatible land uses, staff finds this request to be in conformance with the General Plan.

This Ordinance was introduced and tentatively adopted by City Council on December 9, 2021.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood notice was sent out in lieu of a meeting due to lack of proximal residential neighbors.
- The owner of the adjacent parcel, which consists of the in-line retail portion of the development, initially had concerns over the proposed over-night stays and site circulation. The applicant is currently in discussion with the adjacent parcel owner and working on a mutually-agreeable solution such as an enhanced landscape hedge between the two parts of the development.
- As of the writing of this memo, Planning staff is not aware of any opposition to this request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting November 17, 2021
Motion to Approve

In Favor: 6 Opposed: 0

Recommended Conditions of Approval

Planning staff finds the request is in compliance with the General Plan and Planning and Zoning Commission recommends the City Council approve rezoning from Planned Area Development (PAD) zoning for Community Commercial (C-2) uses to Planned Area Development (PAD) for Community Commercial Uses with motor vehicle sales, outdoor screened storage, indoor motor vehicle repair including body work, and limited short term overnight stays for recreational vehicles, subject to the following conditions:

1. Development and use of the overall site shall be in substantial conformance with the Development Booklet kept on file in the City of Chandler Planning Division, in File No. PLH21-0065, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.
2. Overnight stays shall be limited to the area labeled "Short Term Overnight Parking/Stays for Airstream (Caravans/R.V.'s) Users" within Exhibit C of the Development Booklet of File No. PLH21-0065.
3. Overnight stays shall be limited to customers receiving service from the primary business onsite.
4. Overnight stays shall be limited to a maximum of five (5) consecutive days per customer.
5. No dump station for sewage shall be constructed within the area identified as "Short Term Overnight Parking/Stays for Airstream (Caravans/R.V.'s) Users" or within any publicly accessible parking areas identified in Exhibit C of the Development Booklet of File No. PLH21-0065.
6. The primary business on site shall provide a contact phone number of a responsible person (i.e., manager/landowner) to interested neighbors to resolve any complaints regarding overnight stays quickly and directly.
7. The propane tanks shall be constructed to comply with all City of Chandler Building and Fire Codes.
8. The location of the proposed propane tanks shall be fully screened from the Right-of-Way and in a location approved by the Zoning Administrator.
9. No outdoor camping or entertainment of any type shall be allowed onsite and customers staying overnight must vacate the area within 24 hours after service is completed.

Attachments

Ordinance No. 4999

Vicinity Maps

Development Booklet

Site Plan

ORDINANCE NO. 4999

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 COMMUNITY COMMERCIAL (C-2) USES TO PLANNED AREA DEVELOPMENT (PAD) FOR COMMUNITY COMMERCIAL (C-2) USES WITH MOTOR VEHICLE SALES, OUTDOOR SCREENED STORAGE, INDOOR MOTOR VEHICLE REPAIR INCLUDING BODY WORK, AND LIMITED SHORT TERM OVERNIGHT STAYS FOR RECREATIONAL VEHICLES IN CASE PLH21-0065 (AIRSTREAM OF CHANDLER) LOCATED ON THE SOUTHEAST CORNER OF ARIZONA AVENUE AND THE LOOP 202 SANTAN FREEWAY 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, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned From Planned Area Development (PAD) for Community Commercial (C-2) uses to Planned Area Development (PAD) for Community Commercial (C-2) uses with motor vehicle sales, outdoor screened storage, indoor motor vehicle repair including body work, and limited short term overnight stays for recreational vehicles, subject to the following conditions:

1. Development and use of the overall site shall be in substantial conformance with the Development Booklet kept on file in the City of Chandler Planning Division, in File No. PLH21-0065, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.
2. Overnight stays shall be limited to the area labeled “Short Term Overnight Parking/Stays for Airstream (Caravans/R.V.’s) Users” within Exhibit C of the Development Booklet of File No. PLH21-0065.
3. Overnight stays shall be limited to customers receiving service from the primary business onsite.
4. Overnight stays shall be limited to a maximum of five (5) consecutive days per customer.
5. No dump station for sewage shall be constructed within the area identified as “Short Term Overnight Parking/Stays for Airstream (Caravans/R.V.’s) Users” or within any publicly accessible parking areas identified in Exhibit C of the Development Booklet of File No. PLH21-0065
6. The primary business on site shall provide a contact phone number of a responsible person (i.e., manager/landowner) to interested neighbors to resolve any complaints regarding overnight stays quickly and directly.
7. The propane tanks shall be constructed to comply with all City of Chandler Building and Fire Codes.
8. The location of the proposed propane tanks shall be fully screened from the Right-of-Way and in a location approved by the Zoning Administrator.
9. No outdoor camping or entertainment of any type shall be allowed onsite and customers staying overnight must vacate the area within 24-hours after service is completed.

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. 4999 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2021, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TA

Published:

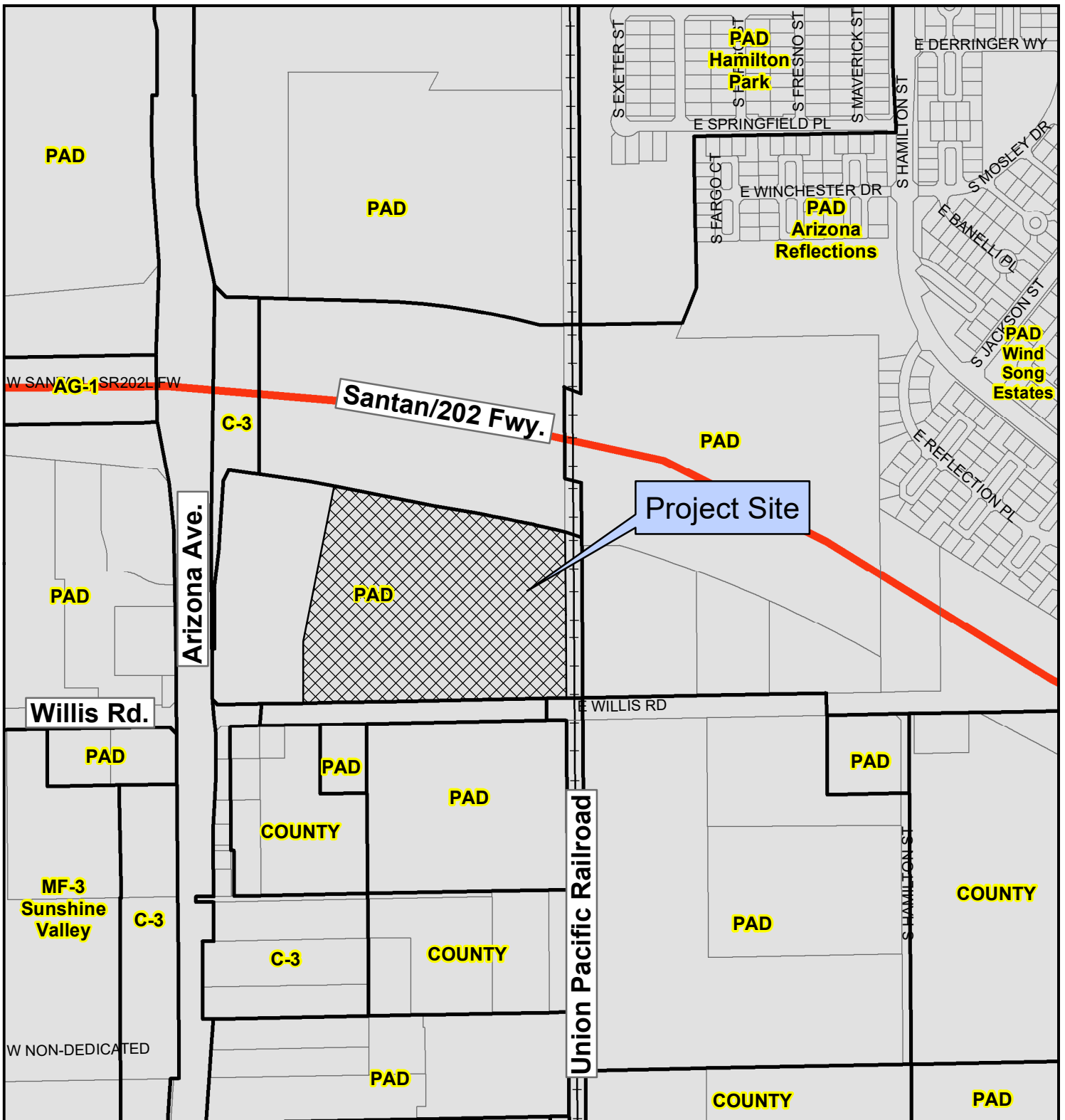
Legal Description

PARCEL NO. 1: Lot 1, FINAL PLAT OF SANTAN GATEWAY – PARCEL 2, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 694 of Maps, page 29.

PARCEL NO. 2:

Non-exclusive easements for ingress, egress and parking as set forth in the Easements with Covenants and Restrictions Affecting Land, recorded July 13, 2004 in Recording No. 20040800085 and First Amendment recorded July 13, 2004 in Recording No. 20040800086 and Second Amendment recorded May 20, 2005 in Recording No. 2005-0669885, records of Maricopa County, Arizona.

APN: **303-28-626**



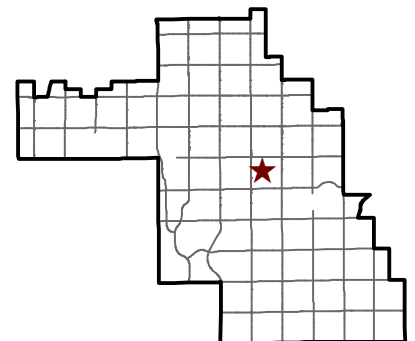
PLH21-0065 Airstream of Chandler

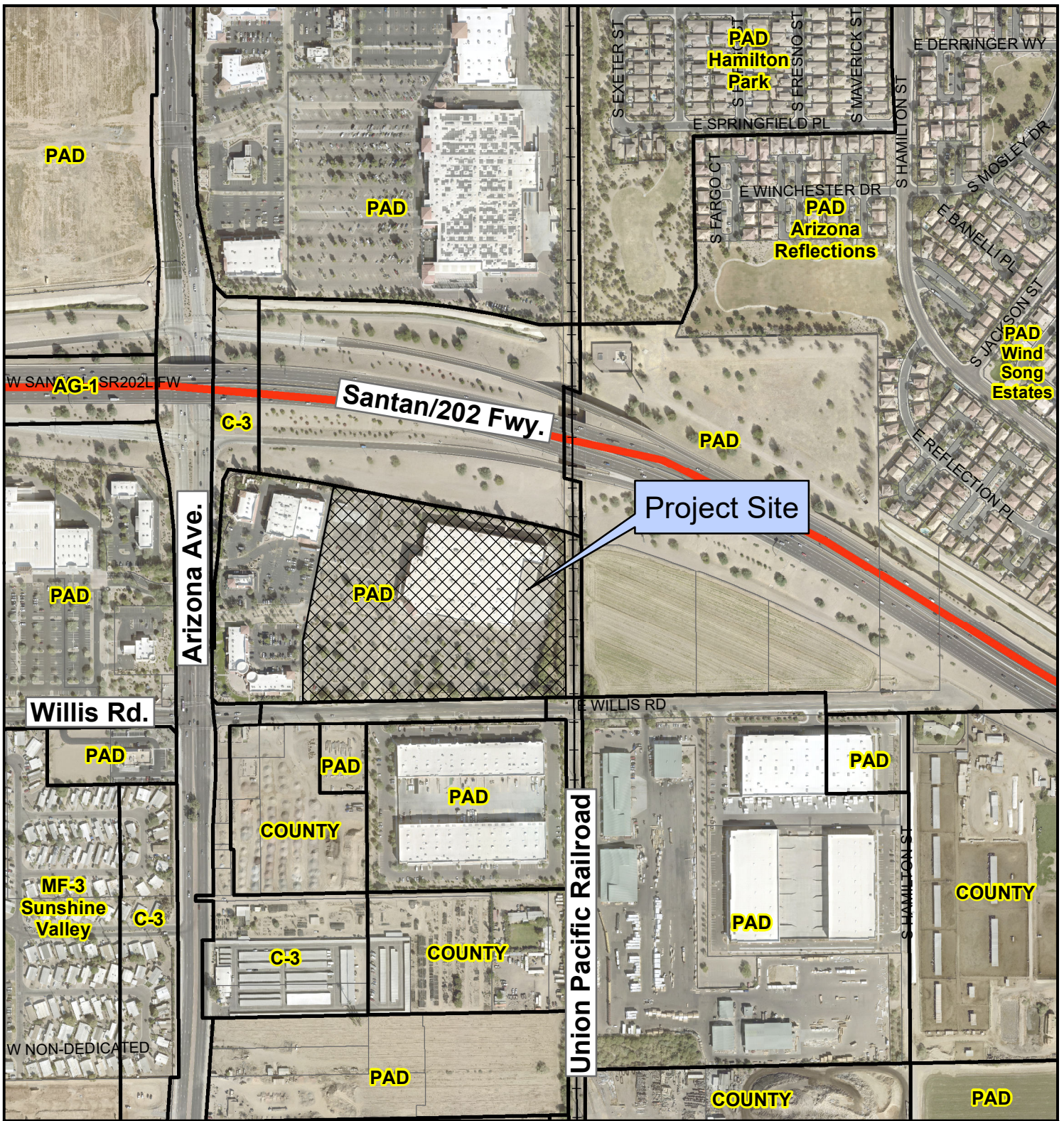


Project Details
 1375 S. Arizona Ave.
 Rezone to Planned Area Development
 for C-2 uses with motor vehicle sales and
 repair, and overnight stays of RV onsite



City of Chandler Planning Division
chandleraz.gov/planning
 For more information visit:
<https://gis.chandleraz.gov/planning>





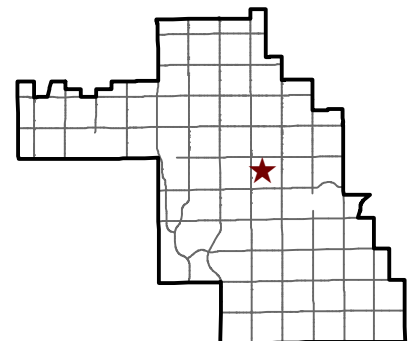
PLH21-0065 Airstream of Chandler



Project Details
 1375 S. Arizona Ave.
 Rezone to Planned Area Development
 for C-2 uses with motor vehicle sales and
 repair, and overnight stays of RV onsite



City of Chandler Planning Division
chandleraz.gov/planning
 For more information visit:
<https://gis.chandleraz.gov/planning>



SANTAN GATEWAY PAD

**APPROVED ORDINANCE No.: 3515
(DVR03-0020)**

AMENDMENT TO PAD (REZONING)

**AIRSTREAM OF CHANDLER
1375 SOUTH ARIZONA AVENUE**

APPLICATION No: PLH21-0065

Applicant:

Gammage & Burnham, P.L.C.
Lindsay C. Schube / Denis M. Newcombe
40 North Central Ave., 20th Floor | Phoenix, AZ 85004
(602) 256-4449 (Dennis M. Newcombe)
E-mail Dennis M. Newcombe at: dnewcombe@gbllaw.com

**Prepared: August 19, 2021
Revised: November 5, 2021**

NARRATIVE

A. OVERVIEW

Aaron Korges, the Owner of Airstream of Scottsdale, and the former owner of Desert Autoplex RV (i.e., sold in May of 2020), obtained an Airstream franchise in 2013 and currently operates in Scottsdale. Airstream is an iconic brand in the recreational vehicle industry and has continuously increased its market share amongst R.V. consumers. The interest in Airstreams has increased tremendously during the COVID-19 global pandemic.

With that being said, and having seen the demand for recreational vehicles and outdoor lifestyles, Aaron and his business team identified a need to expand. Thus, they found a vacant Sam's Club (i.e., 1375 South Arizona Avenue) in Chandler at an optimal location adjacent to the 202-Freeway, major streets, and a lot of residential homes that would provide the Airstream brand an opportunity to expand into a sector that is relatively "untouched."

The proposed location at 1375 South Arizona Avenue in Chandler would provide the necessary space they need to expand their business and meet the needs of the R.V. community well into the next generations of consumers. R.V. manufacturers expect this demand to last for decades as the demographics for recreational vehicles has increased to include young families and outdoor enthusiasts.

Aaron and his business team want to continue to grow their business throughout the Valley, which will generate long-term careers for many and tax revenue for the City. Their vision with this new building/location in Chandler is to expand their current operations into the Southeast Valley to help support their existing customers as well as cultivate the growing need of sales, service, and storage.

It is worth noting, that in the combined tax years of 2018 and 2019 Desert Autoplex RV & Airstream of Scottsdale had gross revenues in excess of \$90-million dollars. Prior to the sale of Desert Autoplex RV, they employed 65 full time employees and had combined gross revenues of \$45-million as of May 2020. Airstream of Scottsdale currently employs 24 full and part-time employees. Additional personnel for the proposed City of Chandler (i.e., Airstream of Chandler) location will be required for technicians, service and parts, sales associates, and administrative roles, along with using multiple third-party vendors.

Airstream of Scottsdale envisions a bright and long-term relationship in the Southeast Valley with the City of Chandler. Recreational vehicles have been around for generations with the market expanding for new R.V. consumers of all ages. The proposed Chandler location is exactly where this use needs to be to service those consumers.

B. THE REQUEST

This application request is in regards to an existing commercial property (i.e., previously known as the Sam's Club parcel) west of the immediate northeast corner of Arizona Avenue and Willis Road comprising of approximately 15 +/- acres (the "Site") on land currently zoned Planned Area Development ("PAD"). (See **Exhibit 'A'** – Aerial Map of Property) The PAD was approved in 2003 and was called the Santan Gateway PAD and it comprised of 60 +/- acres that "straddled" both sides of the future 202-Freeway at that time. (See **Exhibit 'B'** – Aerial Map of Site in 2021 and in 2003) The Santan Gateway PAD was approved with the Community Commercial (C-2) zoning district uses, which included "large single retail users" that have a regional draw like Sam's Club and Walmart Supercenter (e.g., big box uses) along with ancillary community/local uses (e.g., Starbucks, drive-through restaurants, etc.).

With that being said, the request is to amend the Santan Gateway PAD for the Site and add the following additional uses specific to this Site.

The request is as follows:

- Maintain the Community Commercial (C-2) uses and add: motor vehicle sales with outdoor vehicle storage/staging, indoor motor vehicle repair, full body paint spraying/body and fender work with storage of parts, and short-term overnight parking/stays for caravans (Airstreams/R.V.'s) and their users on the Site with the following restrictions:
 1. The outdoor vehicle storage/staging areas shall be secure with a fence/gate access and located a minimum of 60-feet from a public street. The locations shall be identified on the site plan and approved by the City of Chandler Planning and Development Department.
 2. The area for short-term overnight parking/stays for Caravans (Airstreams/R.V.'s) and their users shall be identified on the site plan and approved by the City of Chandler Planning and Development Department.
 - a. The users staying overnight shall be receiving service from the primary business onsite.
 - b. The users staying overnight shall be no longer then 5-days.
 - c. No dump station for sewage shall be allowed within the area identified on the approved site plan.

Airstream (caravan/R.V.'s) owners/users typical prefer to stay in their vehicle if they need service where they are receiving said service for convenience/protecting their asset. This is especially true if the vehicle requires additional time to complete the work. Providing this service/convenience at this location in Chandler will allow more comfort for of the owner/user as well as those traveling through the State who may find it difficult to access a nearby hotel within walking distance to the business providing the service.

The addition of motor vehicle sales, indoor motor vehicle repair/body painting and fender work, and storage will also provide for one-stop shop/convenience, and the proposed use will occupy a very large big-box building that is typically hard to fill. For example, the Sam's Club building has been vacant for 4-5 years. Moreover, the COVID-19 global pandemic has realigned the retail industry and the need for large big-box retail buildings. Thus creating an opportunity to establish the proposed Airstream of Chandler business/uses.

The Site is ideal for the proposed use for the following reasons:

1. It is worth noting the prior zoning districts associated with this 60 +/- acres were Regional Commercial District (C-3) and Planned Industrial District (I-1) zoning districts, which the area was contemplated to develop as more intense uses prior to the PAD approval.
2. The PAD contemplated and was developed with large single retail users that are a regional draw to the Site/area (i.e., more intense, requiring larger areas to develop, and needing adequate street/freeway network).
3. The area south of the Site has developed with industrial/office type uses.
4. The Site is nicely buffered by the 202-Freeway and a vacant lot to the east.
5. The existing very large big-box building can accommodate large vehicles like Airstreams (caravans/R.V.'s) as well as servicing them with no impact to the immediate or surrounding area.
6. Easy access to the 202-Freeway interchange and major streets.
7. There are no residential homes along the eastern section of Willis Road providing no conflict with this proposed use (i.e., residential homes are located further west/southwest of Arizona Avenue and, north of the freeway).
8. Willis Road is a dead-end street going east of the Site and as such not a busy street, which can accommodate large slower moving vehicles.
9. Existing retail/restaurants onsite and close-by, which will provide opportunities for those users staying overnight to easily walk to get food/services.

The ultimate development of this Site with the proposed Airstream of Chandler business/uses will provide an overall comprehensive, compatible, diverse, and long-term sustainable development plan for the larger area as well as stopping retail/commercial degradation.

C. SITE LAYOUT AND BUILDING DESIGN

The Site is existing and developed as one (1) parcel (APN: 303-28-626) within a larger/integrated approved commercial/retail center. For reference the larger center contains the following uses: retail/restaurant suites at the immediate corners of Arizona Avenue and Willis Road/202-Freeway, a

specialty food market, a bank with a drive-through, and Church use. There are additional retail/shopping/restaurants located in the immediate area (e.g. Culver's, Kohl's, Winco Foods, etc.) across Arizona Avenue.

The proposed location of the Airstream of Chandler business/uses are nicely located away from Arizona Avenue and closer to the more industrial/office type uses as well as a vacant parcel east. Thus not competing or conflicting with any of the other onsite users within the larger commercial/retail center. (See **Exhibit 'C'** – Site Plan) The approved onsite circulation/access points will also be maintained, as much as possible, with accommodations being made for wider drive-aisle and circulation areas for larger vehicles along with parking for outdoor vehicle sales.

In addition, the landscaping plants and theme will comply with the previously approved landscape plan for the commercial/retail center, albeit the proposed use will include (as needed) replacement of dead and/or missing landscaping along with readjustments to accommodate the parking area for larger vehicles. Finally, the minor building/site improvements will be completed and reviewed by Planning and Development Department for the proposed use with any design changes proposed consistent with the existing uses and character of the area as well as per the design guidelines outlined within the Santan Gateway PAD.

D. SIGNAGE

Building signage and monument signs will comply with the existing sign package approved for the Santan Gateway PAD.

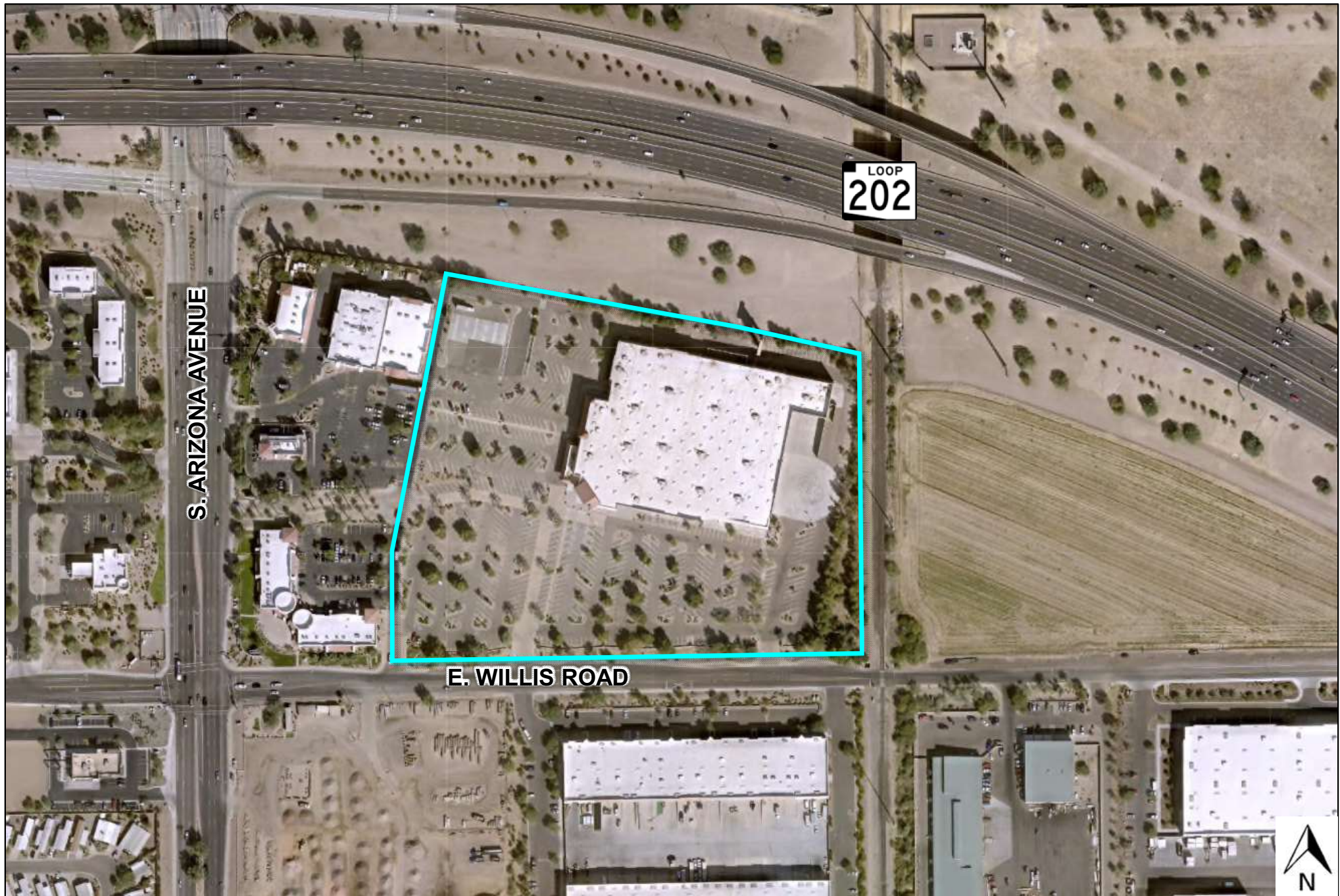
E. CONCLUSION

In summation, the requested amendment of uses to this specific Site are compatible and appropriate based on the existing conditions of the area as outlined. Moreover, the business owner's primary desire is to have a safe, clean, functional, tax generating, and long-term successful business/facility for their customers and the City, while also being a responsible member of the Chandler business community.

With that being said, the proposed Airstream of Chandler business will provide an opportunity to have a sought-after use, diversify uses on the overall property, and maintain a well-designed overall property appearance. We therefore respectfully request your consideration and approval of the PAD Amendment (Rezoning) application.

EXHIBIT ‘A’

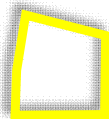
AERIAL MAP



SUBJECT PROPERTY

EXHIBIT 'B'

Aerial Map – 2003 & 2021 – 1375 S. Arizona Avenue



- Subject Property

EXHIBIT 'C'

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST
QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA
COUNTY, ARIZONA

SITE DATA

PROJECT:	EXTENSION/IMPROVEMENTS FOR ASTREAM
ADDRESS:	1275 S ARIZONA AVE CHANDLER AZ 85206
DEVELOPER:	AMERICAN POWER HOLDING 1725 W WILLIAMS RD, SUITE 4 CHANDLER, AZ 85226
SCOPE:	EXTENSION AND SITE IMPROVEMENTS FOR AN EXISTING WAREHOUSE/RETAIL BUILDING
LEGAL DESCRIPTION:	SEE CH.
ASSIGNED PARCEL NO:	002-00-00-000
ZONING:	P4D
SITE AREA:	693,010 S.F., 14.9 ACRES
BUILDING AREA:	FIRST FLOOR: 136,018 S.F. SECOND FLOOR: 1,683 S.F.
STORIES:	TOTAL GROSS/2: 137,701 S.F.
LOT COVERAGE:	39.6% SITE
LANDSCAPE AREA:	+ S.F.
LANDSCAPE COVERAGE:	%
OCCUPANCY:	NOT FOR R-1 & R-1 ACCESSORY USES
CONSTRUCTION TYPE:	85 W ALFES
ALLOWABLE AREA:	20,000 S.F. (20,000 S.F.)
CLEAR HEIGHT:	-
STRUCTURAL DEPTH:	-
SLOPE DEPTH:	AS EXISTING
SCREENING HEIGHT:	AS EXISTING
BUILDING HEIGHT:	44'-6"

PARKING CALCULATIONS













BUILDING AREA CALCULATIONS			
OCCUPANCY	1ST FLOOR	MEZZANINE	TOTALS
RETAIL	4,786 S.F.	-	4,786 S.F.
MOTOR VEHICLE SALES	37,705 S.F.	-	37,705 S.F.
OFFICE	1,418 S.F.	1,683 S.F.	3,099 S.F.
WAREHOUSE	92,111 S.F.	-	92,111 S.F.
TOTAL	136,016 S.F.	1,683 S.F.	137,701 S.F.

REQUIRED PARKING CALCULATIONS			
OCCUPANCY	S.F.	FACTOR	TOTAL
RETAIL	4,786 S.F.	1 / 250	19.1
MOTOR VEHICLE SALES	37,705 S.F.	1 / 250	150.8
OFFICE	3,099 S.F.	1 / 250	12.3
WAREHOUSE	89,911 S.F.	1 / 500 (1st 10,000 S.F.) 1 / 600 (1st 10,000 S.F.)	20 15.9
REPAIR	2,200 S.F.	3.5 / BAY (21 BAYS)	73.5
TOTAL			298.6 ± 292

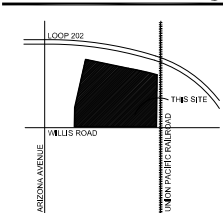
PARKING PROVIDED	
TOTAL PUBLIC / CUSTOMER SPACES (REGULAR)	219
TOTAL PUBLIC / CUSTOMER SPACES (ACCESSIBLE)	7
TOTAL EMPLOYEE SPACES (REGULAR)	85
TOTAL EMPLOYEE SPACES (ACCESSIBLE)	3
TOTAL SPACES ON SITE	311

4624 S.W. / CAR OR 2.25 GAR / 1,000 S.F.

LEGEND

	PROPERTY LINE
	EASEMENT / SETBACK LINE
	CAR OVERHANG, MEASURED FROM FACE OF CURB AS DETERMINED ON SITE PLAN
	6' CURB
	SITE WALL
	BALL FINISH CONCRETE SIDEWALK
	PAINT STRIPING ON PAVEMENT
	NEW FIRE HYDRANT
	EXISTING FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	ACCESSIBLE ROUT / PATH OF TRAVEL
	FIRE RISER

VICINITY MAP N.T.S.



Cawley Architects

730 N. 52nd St. Ste. 203
Phoenix, Arizona 85008
P 602.393.5060

CawleyArchitects.com



AN EXTERIOR
IMPROVEMENT FOR
AIRSTREAM

1375 S.
ARIZONA AVE.
CHANDLER
ARIZONA
85286

DATE
ADMINISTRATIVE DR SUBMITTAL 2/3/2021
CITY MEETING 2/25/2021
ADMINISTRATIVE DR RE-SUBMITTAL 3/1/2021

NOTICE OF ALTERNATE BILLING CYCLE:
This contract allows the owner to require

The contract allows the owner to require submission of billings or estimates in billings cycles other than monthly. A written description of such other billing cycle applicable to this project is deleted from the owner or the owner's designated agent (see owner's telephone number and address on cover sheet) and the owner or its designated agent shall provide the written description upon request.

The architecture design and data presented in these documents is an instrument of service provided by Cowi by Architects.

All discrepancies found in these documents, or conflicts between these documents and actual ~~the~~ conditions shall be reported to Cowi by Architects for resolution prior to commencement of the work.

Discrepancies between the amounts and these documents shall be reported to the General Contractor prior to commencement of work.

Project: 20161

A1.1

**Short Term Overnight
Parking/Stays for Airstreams
(Caravans/R.V.'s) Users**

SITE PLAN

1" = 40°-0"

0 10 20 40



LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

SITE DATA

PROJECT:	EXTERIOR IMPROVEMENTS FOR AIRSTREAM
ADDRESS:	1375 S ARIZONA AVE CHANDLER, AZ 85008
DEVELOPER:	GANEM CONSTRUCTION 1725 W WILLIAMS DR., SUITE 4 PHOENIX, AZ 85007
SOURCE:	EXTERIOR AND SITE IMPROVEMENTS FOR AN EXISTING WAREHOUSE RETAIL BUILDING
LEGAL DESCRIPTION:	SEE MAP
ASSESSOR PARCEL NO.:	503-29-439
ZONING:	PAD
SITE AREA:	650,010 S.F., 14.9 ACRES
BUILDING AREA:	FIRST FLOOR: 136,018 S.F. MEZZANINE: 1,683 S.F. TOTAL GROSS: 137,701 S.F.
STORIES:	SINGLE STORY
LOT COVERAGE:	20.7 %
LANDSCAPE AREA:	- S.F.
LANDSCAPE COVERAGE:	- %
OCCUPANCY:	OFFICE, 37,705 S.F. ACCESSORY (USES)
CONSTRUCTION TYPE:	8-5 W/ A.F.E.S.
ALLOWABLE AREA:	50,000 S.F. (SINGLE STORY)
CLEAR HEIGHT:	-
STRUCTURAL DEPTH:	-
SLOPE DEPTH:	AS EXISTING
SCREENING HEIGHT:	AS EXISTING
BUILDING HEIGHT:	44'-6"

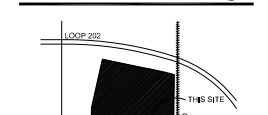
PARKING CALCULATIONS

BUILDING AREA CALCULATIONS			
OCCUPANCY	1ST FLOOR	MEZZANINE	TOTALS
RETAIL	4,786 S.F.	-	4,786 S.F.
MOTOR VEHICLE SALES	37,705 S.F.	-	37,705 S.F.
OFFICE	1,416 S.F.	1,683 S.F.	3,099 S.F.
WAREHOUSE	92,111 S.F.	-	92,111 S.F.
TOTAL:	136,018 S.F.	1,683 S.F.	137,701 S.F.
REQUIRED PARKING CALCULATIONS			
OCCUPANCY	S.F.	FACTOR	TOTAL
RETAIL	4,786 S.F.	1 / 250	19.1
MOTOR VEHICLE SALES	37,705 S.F.	1 / 250	150.8
OFFICE	3,099 S.F.	1 / 250	12.3
WAREHOUSE	89,911 S.F.	1 / 500 (1st 10,000 SF) 1 / 500 (1st 10,000 SF)	20 15.8
REPAIR	2,200 S.F.	3.25 BAY (21 BAYS)	7.5
TOTAL:			291.6 = 292
PARKING PROVIDED			
TOTAL PUBLIC / CUSTOMER SPACES (REGULAR)			219
TOTAL PUBLIC / CUSTOMER SPACES (ACCESSIBLE)			7
TOTAL EMPLOYEE SPACES (REGULAR)			85
TOTAL EMPLOYEE SPACES (ACCESSIBLE)			-
TOTAL SPACES ON SITE			311
	442.8 S.F. / CAR OR 2.25 CARS / 1,000 S.F.		

LEGEND

PROPERTY LINE	---
EASEMENT / SETBACK LINE	---
CAR OVERLAP, MEASURED FROM FACE OF CURB AS DIMENSIONED ON SITE PLAN	---
8" CURB	---
SITE WALL	---
SALT FINISH CONCRETE SIDEWALK	---
PAINT STRIPING ON PAVEMENT	---
NEW FIRE HYDRANT	⊙
EXISTING FIRE HYDRANT	⊙
FIRE DEPARTMENT CONNECTION	⊙
ACCESSIBLE ROUT / PATH OF TRAVEL	---
FIRE RISER	⊙

VICINITY MAP



EXISTING BUILDING

SITE AREA: 650,010 S.F. (14.9 ACRES)
BUILDING FOOTPRINT: 136,018 S.F.
APN: 303-28-626
ZONING: P.A.D.

Short Term Overnight
Parking/Stays for Airstreams
(Caravans/R.V.'s) Users

SITE PLAN

1" = 40' - 0"
0 20 40 80



City Council Memorandum Management Services Memo No. 22-037

Date: January 10, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Danielle Wells, Revenue and Tax Manager
Subject: New License Series 10, Beer and Wine Store Liquor License Application for Mahfam Moeeni-Alarcon, Agent, Mingle Wine, LLC, DBA Mingle Wine

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 167676, a Series 10, Beer and Wine Store Liquor License, for Mahfam Moeeni-Alarcon, Agent, Mingle Wine, LLC, DBA Mingle Wine, located at 48 S. San Marcos Place, Suite B, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 302422.

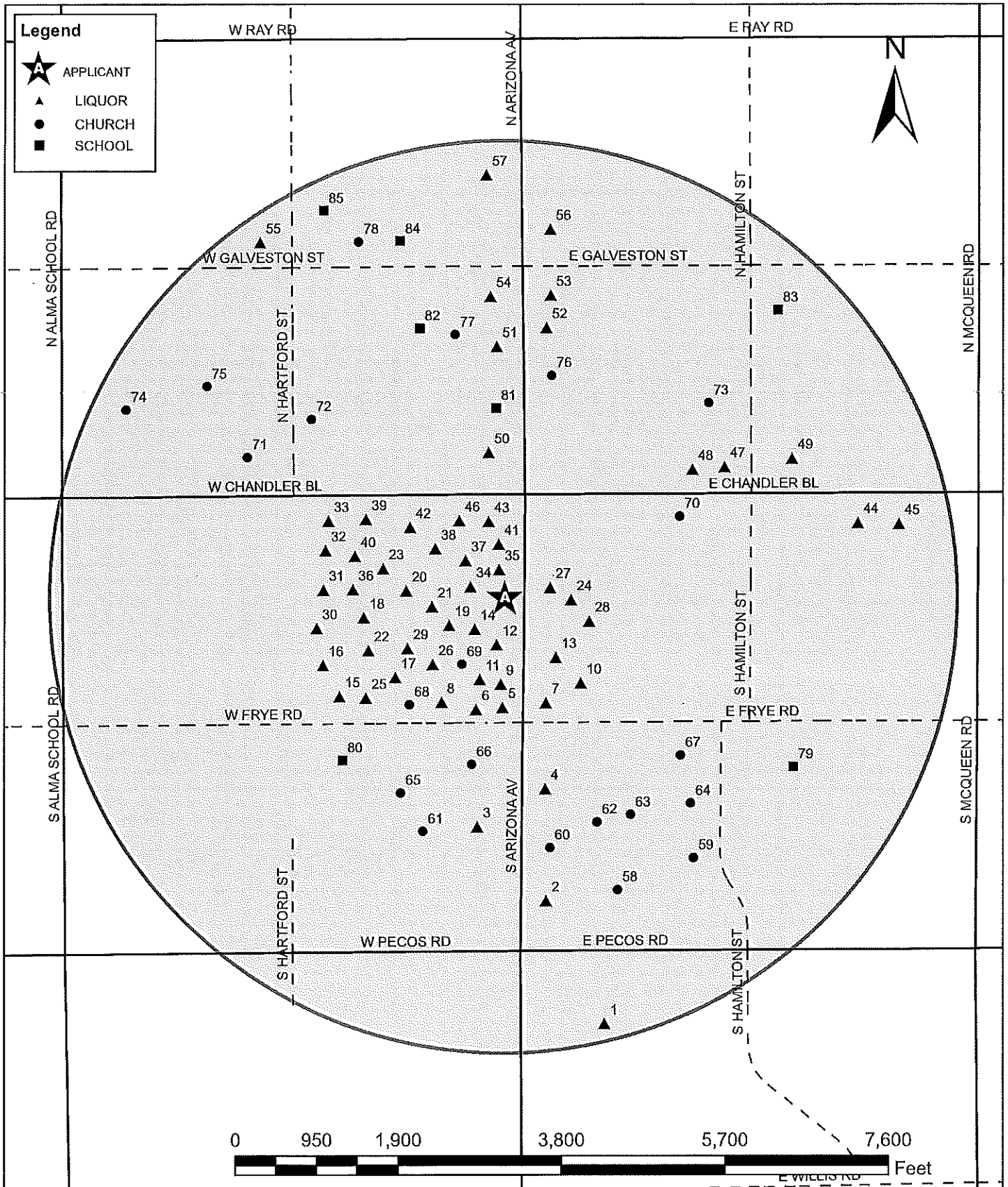
Discussion:

This application for a liquor license was posted for hearing on January 13, 2022.

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



Liquor License Map - 48 S. San Marcos Place Suite B

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additional information

- | | |
|--|--|
| A Mingle Wine | 43 La Ristra |
| 1 Walmart #2671 | 44 Singing Pandas Asian Restaurant & Bar |
| 2 Veterans Of Foreign Wars #7401 | 45 El Alamo Super Carniceria |
| 3 Circle K Stores Inc #905 | 46 LOOK Cinemas |
| 4 Payless Market | 47 Rapid-O Mart |
| 5 Gadzooks Enchiladas And Soup | 48 La Lumbrera Carniceria |
| 6 The Sleepy Whale | 49 Chandler Boulevard Lounge |
| 7 Circle K Store #9187 | 50 Chandler Center For The Arts |
| 8 Ghett Yo Taco | 51 Max And Teds 480 |
| 9 The Perch | 52 Chodang Tofu Restaurant |
| 10 Quarthaus | 53 La Familia New Market |
| 11 The Local Chandler | 54 Chandler Liquors |
| 12 Downtown Chandler Steakhouse | 55 Kwik Mart |
| 13 Serrano's Mexican Food | 56 Taqueria Los Portales |
| 14 Hilton Garden Inn Chandler Downtown | 57 7-Eleven 13011e |
| 15 The Stillery | 58 Grace Memorial |
| 16 Jinya Ramen Noodle Bar | 59 Chandler Foothills Community Church |
| 17 Charm Thai Cuisine | 60 Methodist Church |
| 18 Next Door Novelties | 61 Chandler Church |
| 19 Pedal Haus Brewery | 62 Mount Olive Missionary Baptist Church |
| 20 The Brickyard | 63 Pentacost Church Of Jesus Christ |
| 21 Sasha'S Kitchen & Cocktails | 64 Centro De Alabanza Juda |
| 22 Puro Cigar Bar | 65 Missionary Baptist Church |
| 23 West Alley BBQ | 66 Azcend |
| 24 Improvmania | 67 Door Christian Center |
| 25 Bourbon Jacks Grill | 68 Church Of God |
| 26 Cheba Hut | 69 Iglesia Del Nazareno |
| 27 Inchins Bamboo Garden | 70 Centro Evangelistico Church Of God |
| 28 Soho 63 | 71 Kingdom Hall Church |
| 29 Paletas Betty | 72 Church Of Nazarene |
| 30 Blacksheep Wine and Merchant | 73 East Valley Apostolic Church |
| 31 Murphy's Law Irish Pub & Ale House | 74 St Matthews Episcopal Church |
| 32 Mingle + Graze | 75 Holy Trinity Lutheran Church |
| 33 Recreo | 76 Lds Seminary |
| 34 Hidden House | 77 International Assembly Of God |
| 35 San Tan Brewing Company Inc | 78 St Marys Church |
| 36 Crust Simply Italian | 79 Frye Elementary School |
| 37 Crowne Plaza - Chandler | 80 San Marcos Elementary School |
| 38 Craft 64 | 81 Chandler High School |
| 39 Eastwind Sushi And Grill | 82 Arizona College Prep - Oakland Campus |
| 40 Truland Burgers & Greens | 83 Galveston Elementary School |
| 41 Over Easy | 84 St. Mary-Basha Catholic School |
| 42 San Marcos Golf Course | 85 Hartford Sylvia Encinas Elem. School |

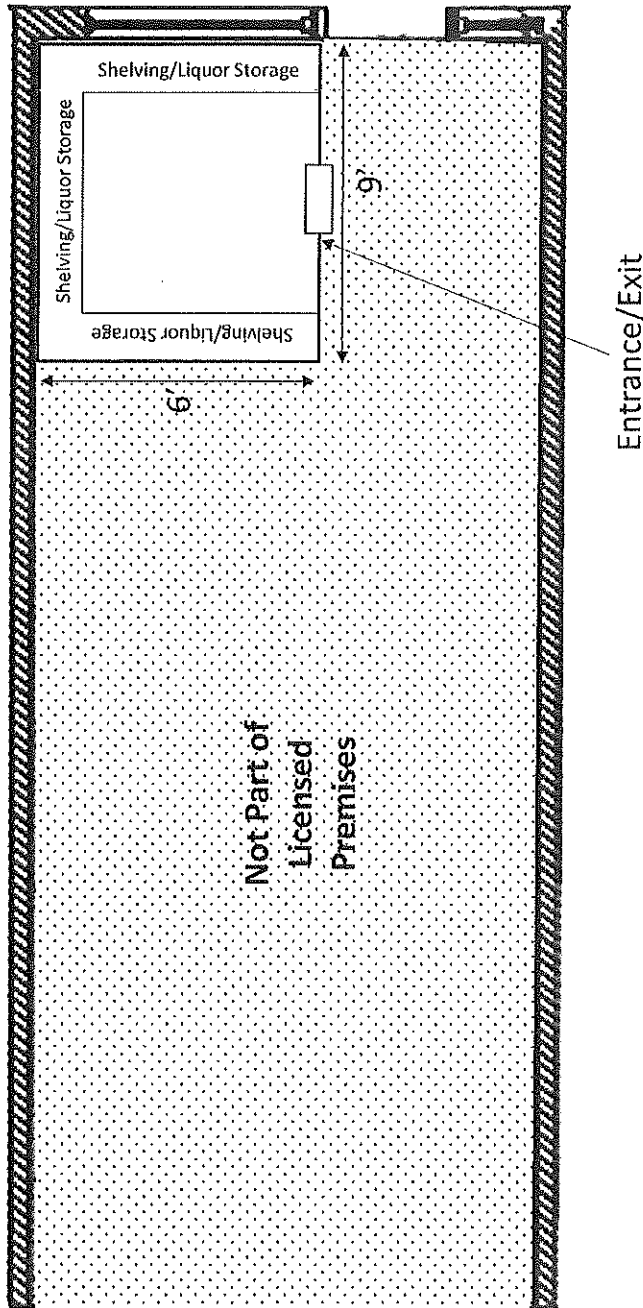
NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.

Mingle Wine

Series 10 Beer and Wine Store
48 S. San Marcos Place, Suite B
Chandler, AZ 85225



Approx. 54 square feet



21 NOV 3 10:42 PM '10



City Council Memorandum Management Services Memo No. 22-038

Date: January 10, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Danielle Wells, Revenue and Tax Manager
Subject: Series 12, Restaurant Liquor License Application for Andrea Dahlman Lewkowicz,
Agent, Savory HK, LLC, DBA Hash Kitchen

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 159123, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowicz, Agent, Savory HK, LLC, DBA Hash Kitchen, located at 2855 W. Ray Road, Suite 4, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302459.

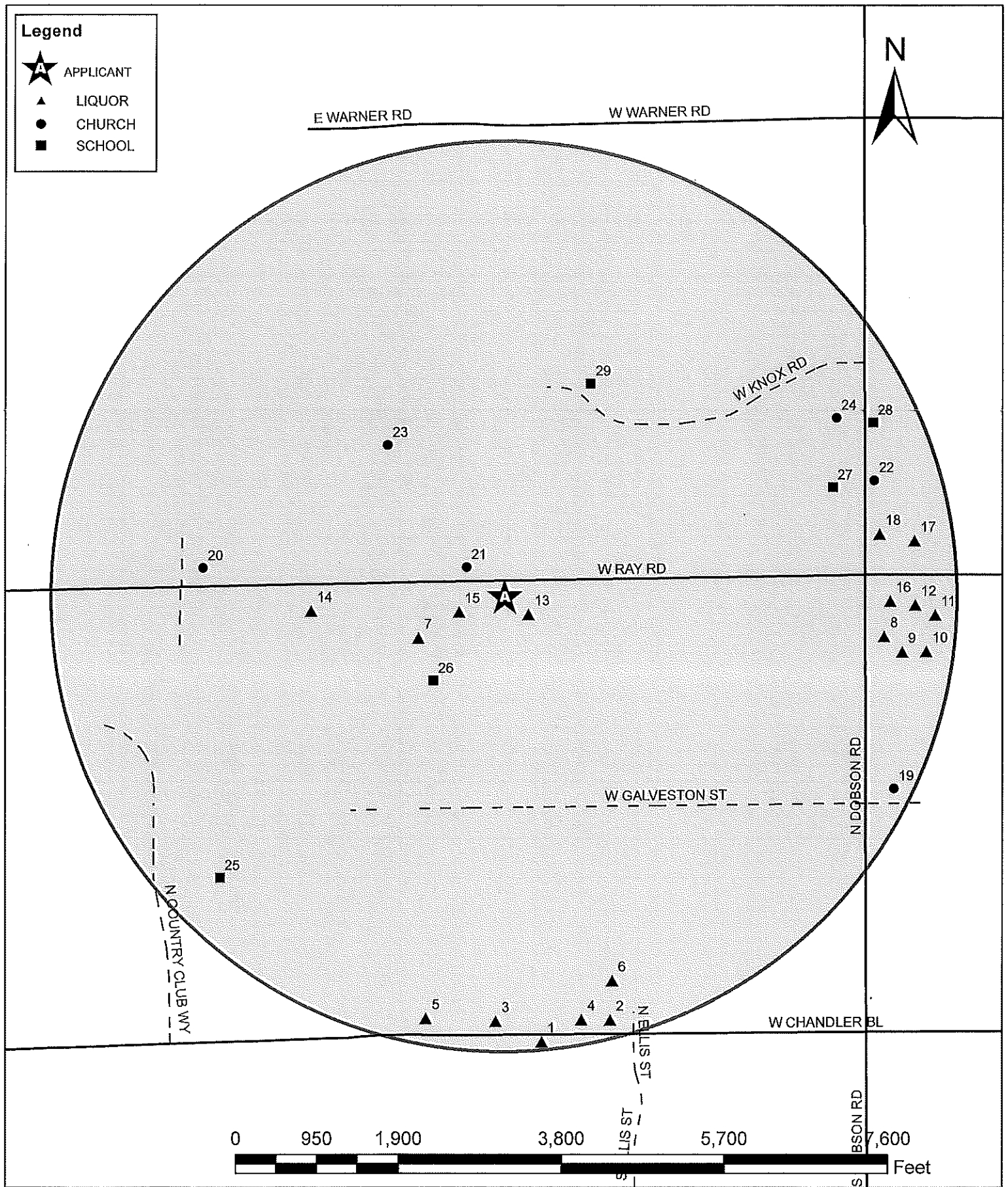
Discussion:

This application for a liquor license was posted for hearing on January 13, 2022.

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

Attachments

A-Map
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)



Liquor License Map - 2855 W. Ray Road Suite 4

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additional information

- A Hash Kitchen
- 1 Full Circle Auto Wash
- 2 Juan Jaimes Tacos And Tequila
- 3 Black Angus Steakhouse
- 4 Cheddars Casual Cafe
- 5 Mimis Cafe
- 6 NYPD Pizza
- 7 Whole Foods Market
- 8 Sprouts Farmers Market #1
- 9 Patent 139 Brewing Co.
- 10 Valle Luna Mexican Food & Cantina
- 11 Pita Jungle-Chandler Inc
- 12 Sushi & Cocktails
- 13 Fired Pie
- 14 Lucky Lou's American Grill
- 15 Los Taquitos
- 16 Chevron
- 17 Fry's Food & Drug #51
- 18 Pesto's
- 19 LDS Church
- 20 St Andrews Church
- 21 Crossroads Church Of The Nazar
- 22 Antioch Community Church
- 23 Free Evangelical Church
- 24 Calvary Lutheran Church
- 25 Kyrene Traditional Academy
- 26 Paragon Science Academy
- 27 Seton Catholic High School
- 28 Andersen Jr High School
- 29 Goodman Elementary School Cta

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.

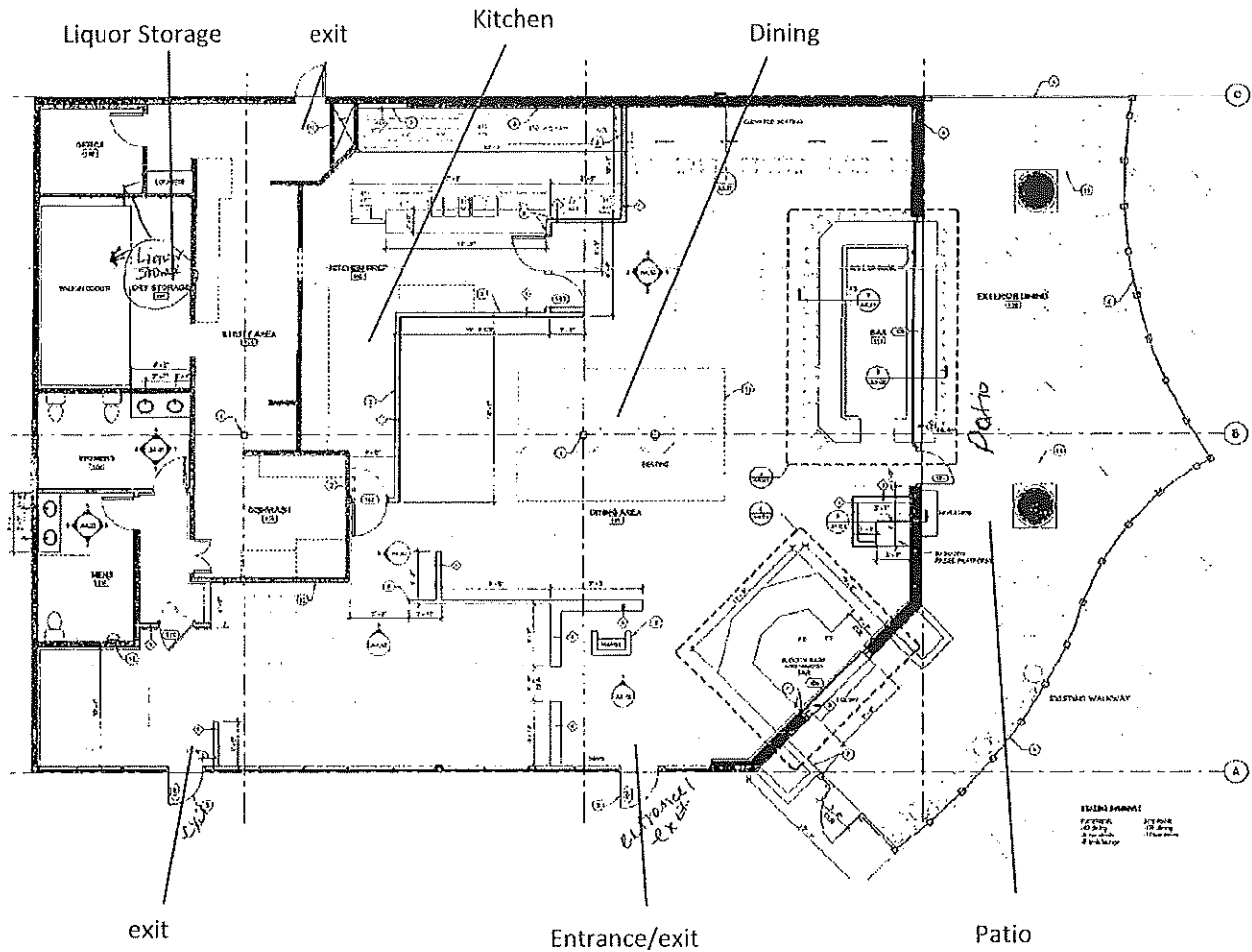
21 11 9 Liquor Admin PM 1 13

Hash Kitchen

2855 W. Ray Road, #4

Chandler, AZ 85244 | (480) 909-4270

Sq ft - 4,600





City Council Memorandum Management Services Memo No. 22-039

Date: January 10, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Danielle Wells, Revenue and Tax Manager
Subject: License Series 12, Restaurant Liquor License Application for Camila Alarcon, Agent, Celoni Hospitality, LLC, DBA Recreo

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 168878, a Series 12, Restaurant Liquor License, for Camila Alarcon, Agent, Celoni Hospitality, LLC, DBA Recreo, located at 28 S. San Marcos Place, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301788.

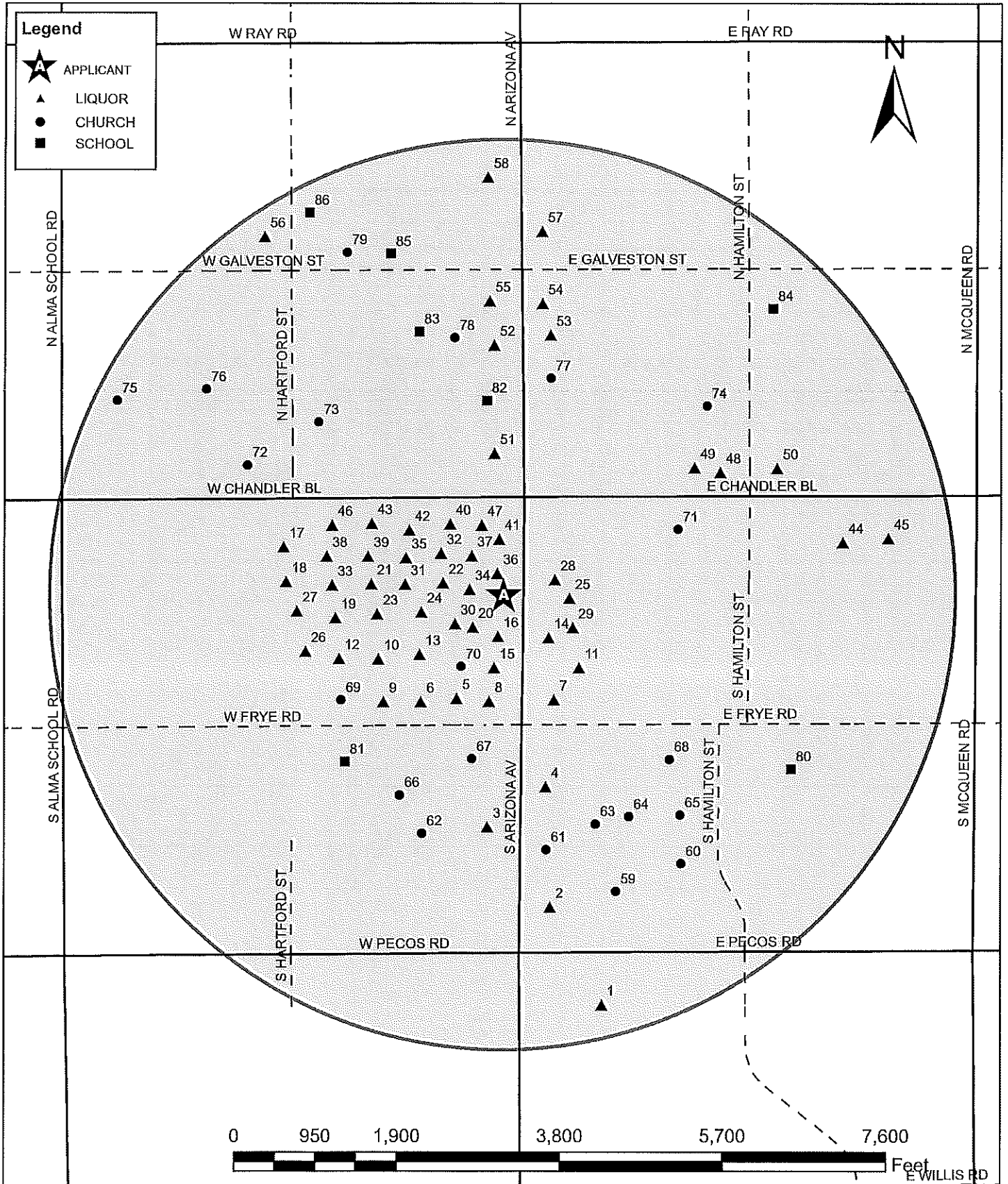
Discussion:

This application for a liquor license was posted for hearing on January 13, 2022.

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



Chandler + Arizona

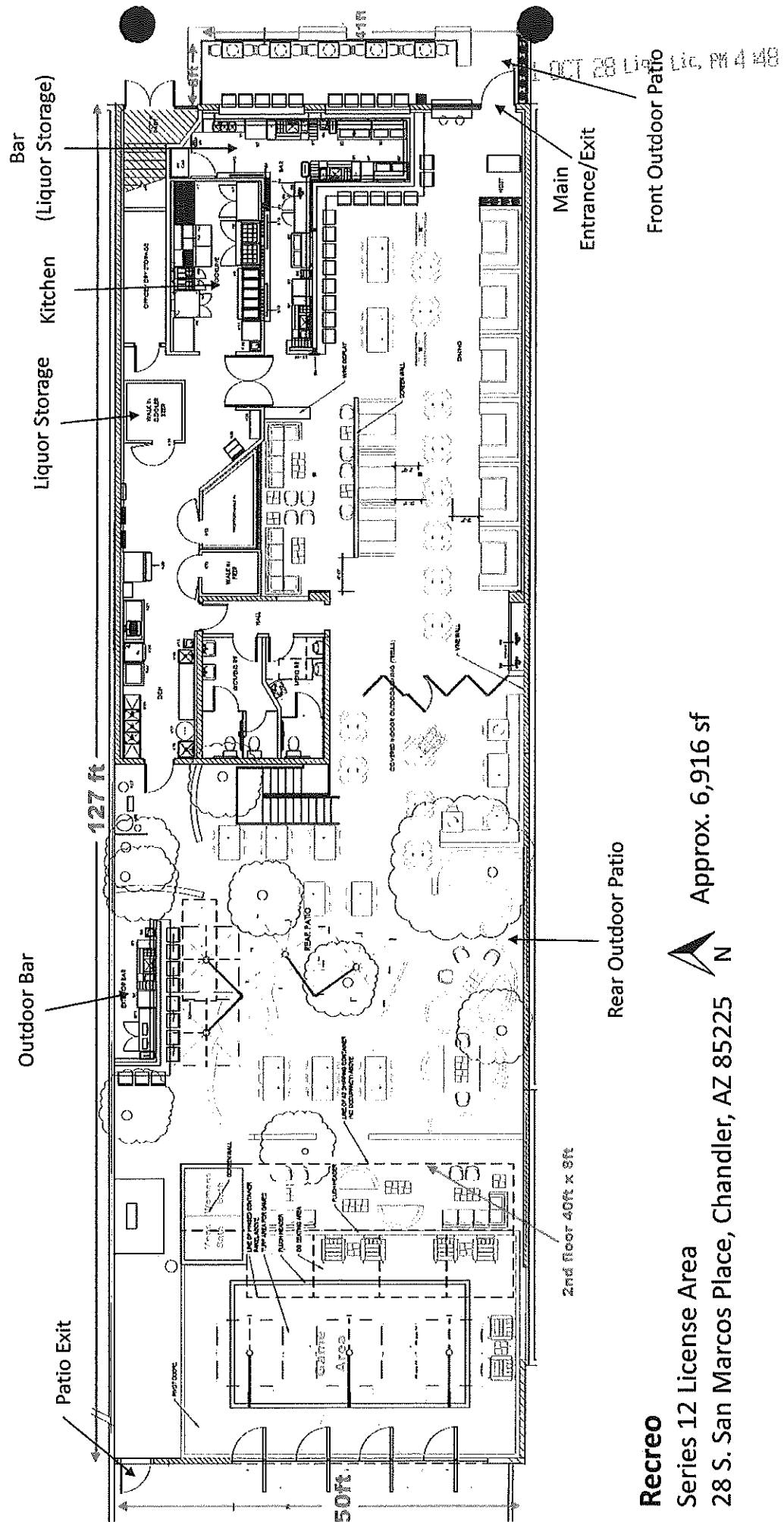
Liquor License Map - 28 S. San Marcos Place

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 additional information

- | | |
|--|--|
| A Recreo | 44 Singing Pandas Asian Restaurant & Bar |
| 1 Walmart #2671 | 45 El Alamo Super Carniceria |
| 2 Veterans Of Foreign Wars #7401 | 46 LOOK Cinemas |
| 3 Circle K Stores Inc #905 | 47 Flix Brewhouse Az LLC |
| 4 Payless Market | 48 Rapid-O Mart |
| 5 Gadzooks Enchiladas And Soup | 49 La Lumbrera Carniceria |
| 6 The Sleepy Whale | 50 Chandler Boulevard Lounge |
| 7 Circle K Store #9187 | 51 Chandler Center For The Arts |
| 8 Improvmania | 52 Max And Teds 480 |
| 9 Ghett Yo Taco | 53 Chodang Tofu Restaurant |
| 10 The Perch | 54 La Familia New Market |
| 11 Quarthaus | 55 Chandler Liquors |
| 12 The Local Chandler | 56 Kwik Mart |
| 13 Downtown Chandler Steakhouse | 57 Taqueria Los Portales |
| 14 Serrano's Mexican Food | 58 7-Eleven 13011e |
| 15 Hilton Garden Inn Chandler Downtown | 59 Grace Memorial |
| 16 The Stillery | 60 Chandler Foothills Community Church |
| 17 Jinya Ramen Noodle Bar | 61 Methodist Church |
| 18 Charm Thai Cuisine | 62 Chandler Church |
| 19 Next Door Novelties | 63 Mount Olive Missionary Baptist Church |
| 20 Pedal Haus Brewery | 64 Pentacost Church Of Jesus Christ |
| 21 The Brickyard | 65 Centro De Alabanza Juda |
| 22 Sasha'S Kitchen & Cocktails | 66 Missionary Baptist Church |
| 23 Puro Cigar Bar | 67 Azcend |
| 24 West Alley BBQ | 68 Door Christian Center |
| 25 Improvmania | 69 Church Of God |
| 26 Bourbon Jacks Grill | 70 Iglesia Del Nazareno |
| 27 Cheba Hut | 71 Centro Evangelistico Church Of God |
| 28 Inchins Bamboo Garden | 72 Kingdom Hall Church |
| 29 Soho 63 | 73 Church Of Nazarene |
| 30 Paletas Betty | 74 East Valley Apostolic Church |
| 31 Blacksheep Wine and Merchant | 75 St Matthews Episcopal Church |
| 32 Murphy's Law Irish Pub & Ale House | 76 Holy Trinity Lutheran Church |
| 33 Mingle + Graze | 77 Lds Seminary |
| 34 Hidden House | 78 International Assembly Of God |
| 35 San Tan Brewing Company Inc | 79 St Marys Church |
| 36 Crust Simply Italian | 80 Frye Elementary School |
| 37 Crowne Plaza - Chandler | 81 San Marcos Elementary School |
| 38 Craft 64 | 82 Chandler High School |
| 39 Eastwind Sushi And Grill | 83 Arizona College Prep - Oakland Campus |
| 40 Truland Burgers & Greens | 84 Galveston Elementary School |
| 41 Over Easy | 85 St. Mary-Basha Catholic School |
| 42 San Marcos Golf Course | 86 Hartford Sylvia Encinas Elem. School |
| 43 La Ristra | |

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.



Recreo

Series 12 License Area

28 S. San Marcos Place, Chandler, AZ 85225



Approx. 6,916 sf



City Council Memorandum Management Services Memo No. 22-040

Date: January 10, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Danielle Wells, Revenue and Tax Manager
Subject: New License Series 12, Restaurant Liquor License Application for Isaac Mannou Younan, Agent, ALA Pizza, LLC, DBA Vero Chicago Pizza

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 170360, a Series 12, Restaurant Liquor License, for Isaac Mannou Younan, Agent, ALA Pizza, LLC, DBA Vero Chicago Pizza, located at 5070 S. Gilbert Road, Suite 4, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301661.

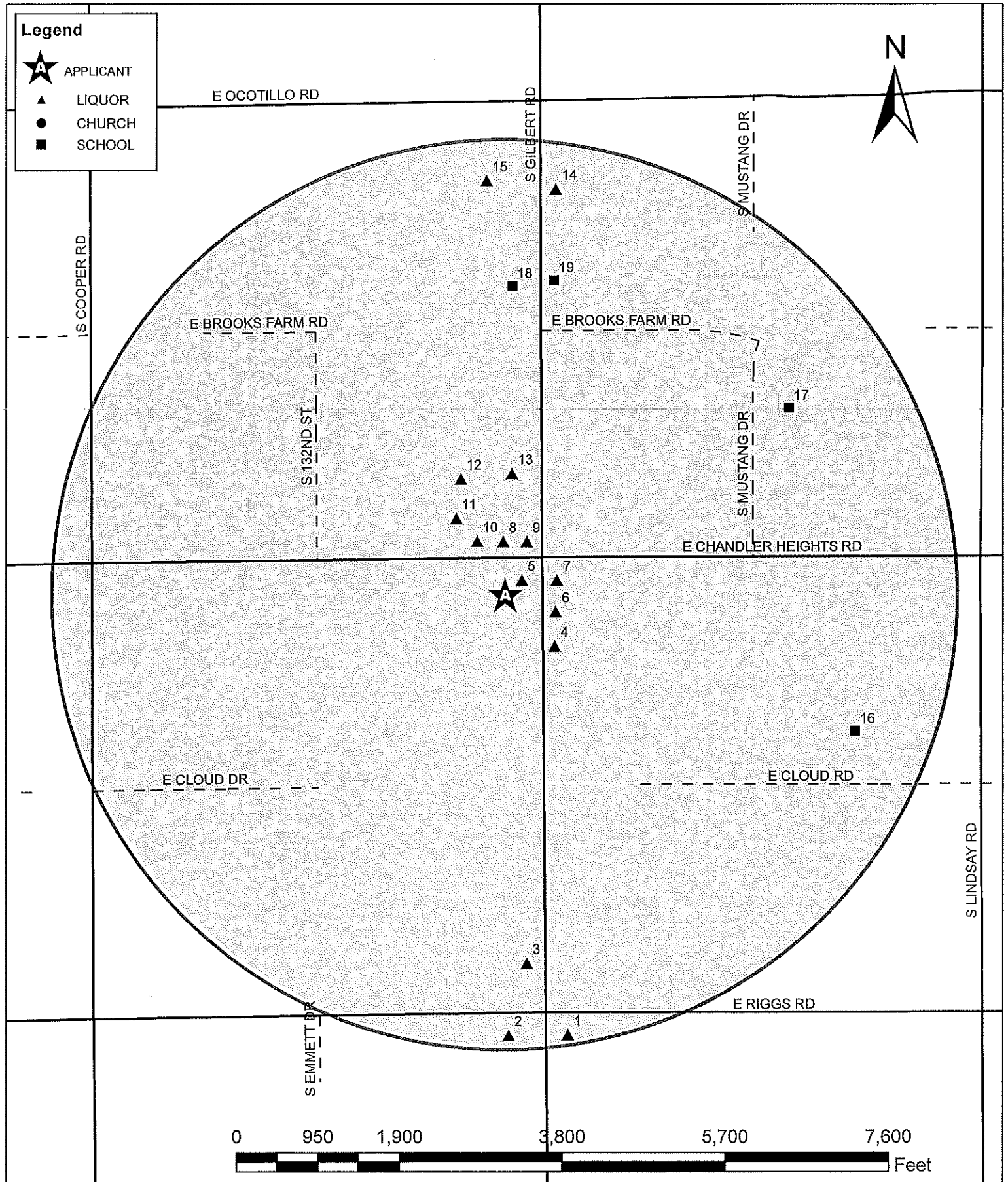
Discussion:

This application for a liquor license was posted for hearing on January 13, 2022.

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



Liquor License Map - 5070 S. Gilbert Road Suite 4

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

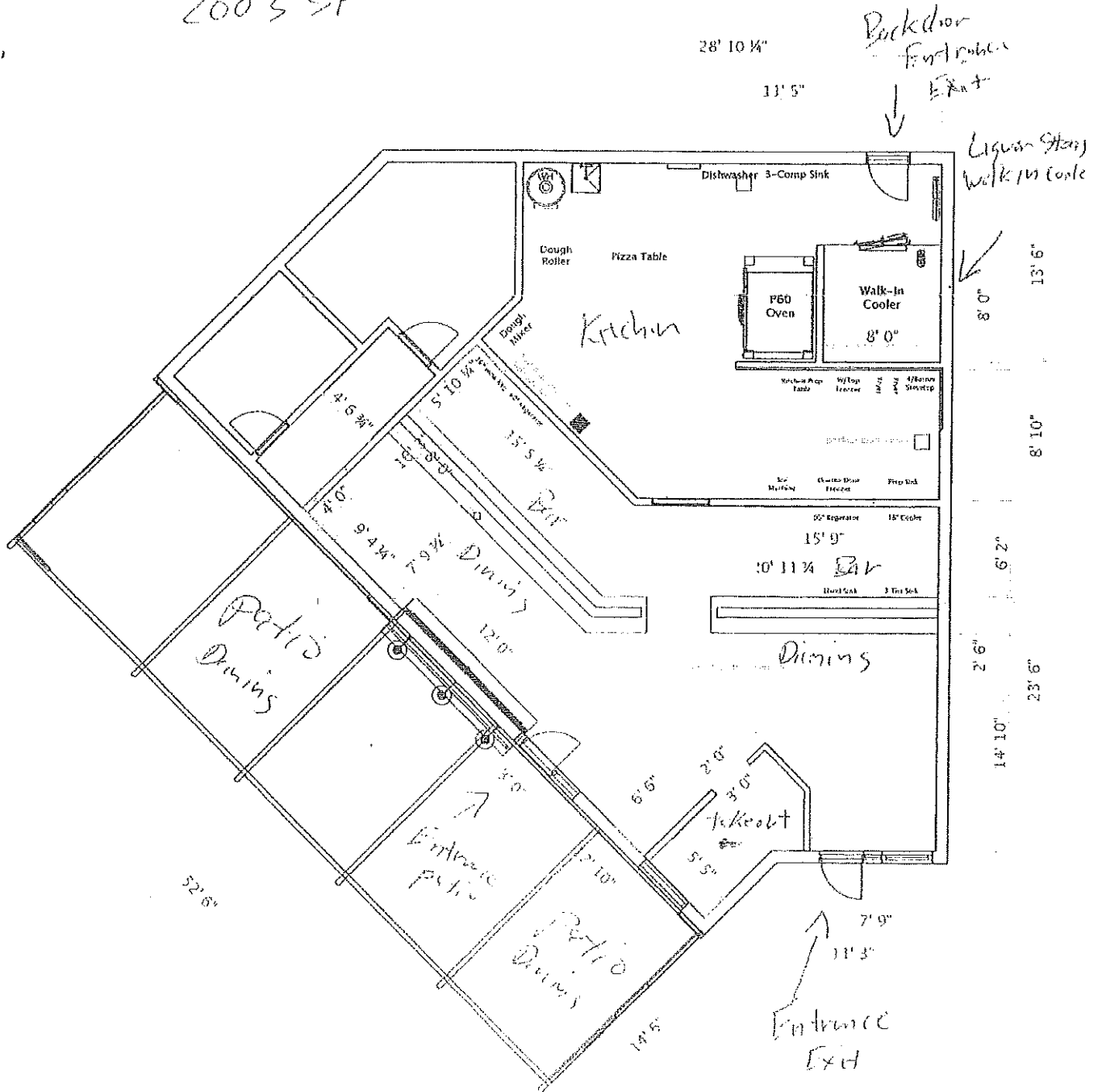
Please refer to attached list for additional information

- A Vero Chicago Pizza
- 1 Walgreens #04077
- 2 Circle K Store #2741702
- 3 Clarendale Of Chandler
- 4 Someburros
- 5 Cvs/Pharmacy #7075
- 6 High Tide Seafood Restaurant
- 7 Pita Jungle
- 8 Pizza Hut #35868
- 9 Hong Kong Bistro
- 10 Toscanys Coal Oven Pizza
- 11 Bashas' #161
- 12 The Wild Vine Uncorked
- 13 Fat Willy'S Family Sports Grill
- 14 Tryst Cafe
- 15 Frys Marketplace #681
- 16 Carlson Elementary
- 17 Ryan Elementary School
- 18 LDS Seminary
- 19 Arizona College Prep High School

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.

SCALE
1/4" = 1'

2003 SF



AMENDMENT



City Council Memorandum Public Works & Utilities Memo No. RE22-014

Date: January 10, 2022
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: Erich Kuntze, Real Estate Manager
Subject: Final Adoption of Ordinance No. 4990 Authorizing the Sale of Assessor's Parcel Numbers 303-42-003Q and 008P, Located at 21126 S. Cooper Road, Chandler, Arizona

Proposed Motion:

Move City Council approve final adoption of Ordinance No. 4990, authorizing the sale of Assessor's Parcel Numbers 303-42-003Q and 303-42-008P, located at 21126 S. Cooper Road, Chandler, Arizona, to Dinesh Palariya and Amisha Dham, husband and wife, and Tarun Chopra and Charu Chopra, husband and wife, for \$598,000.

Background:

The City owns two parcels of land, totaling approximately 2.51 acres, at 21126 South Cooper Road, as depicted on the attached map. The parcels were originally purchased for the construction of Chandler Fire Department Station No. 2811. The Fire Department later exchanged this parcel with the Public Works & Utilities Department for a parcel on Gilbert Road, south of Ocotillo Road, where Fire Station No. 2811 was built. The City offered the property for sale via Request for Proposal (RFP) in September 2020 with no responses.

In August 2021, the City was contacted by an interested party, and in September 2021, four additional parties contacted the City indicating an interest in the property. The interested parties were advised to provide the City with their highest and best cash offer. Two parties met the deadline with cash bids of \$598,000 and \$593,000. After reviewing the bids, staff recommends City Council accept the highest bid and sell the parcels to Dinesh Palariya and Amisha Dahm, husband and wife, as to a 50% undivided interest, and Tarun Chopra and Charu Chopra, husband and wife, as to a 50% undivided interest. The buyers have indicated that they want to build several single-family detached homes on the property. The property is zoned R43-Rural in Maricopa County.

Staff has reviewed and approved the purchase agreement and legal descriptions.

This Ordinance was introduced and tentatively adopted on December 9, 2021.

Attachments

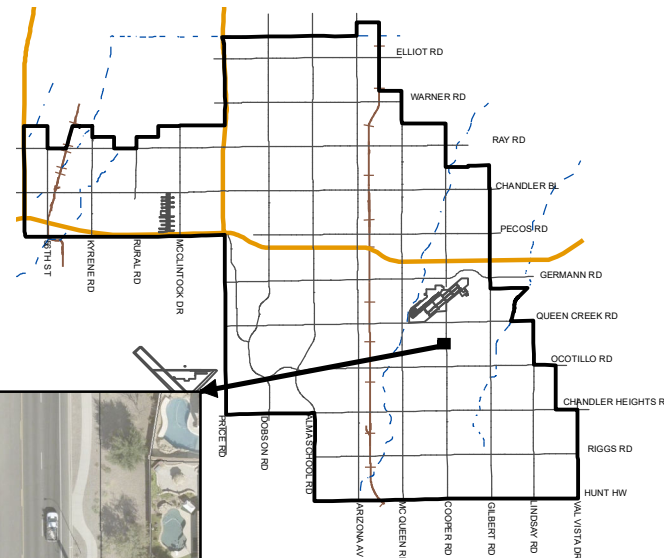
Location Map

Ordinance No. 4990

Purchase Agreement



**AUTHORIZING THE SALE OF ASSESSOR'S PARCEL NUMBERS
303-42-003Q AND 008P LOCATED AT 21126 S. COOPER
ROAD, CHANDLER, ARIZONA, TO DINESH PALARIYA AND
AMISHA DHAM, HUSBAND AND WIFE, AS TO A FIFTY
(50%) PERCENT UNDIVIDED INTEREST, AND TARUN CHOPRA
AND CHARU CHOPRA, HUSBAND AND WIFE, AS TO A
FIFTY (50%) PERCENT UNDIVIDED INTEREST, IN
CONSIDERATION FOR THE PAYMENT OF FIVE HUNDRED
NINETY-EIGHT THOUSAND AND NO/100THS
DOLLARS (\$598,000.00 - \$5.65 PER SQUARE FOOT)**



MEMO NO. RE22-014

ORDINANCE NO. 4990

--- FUTURE
WEST LINE
OF COOPER
ROAD

[Stippled Pattern] DRAINAGE
EASEMENT



ORDINANCE NO. 4990

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE SALE OF ASSESSOR'S PARCEL NUMBERS 303-42-003Q AND 008P LOCATED AT 21126 S. COOPER ROAD, CHANDLER, ARIZONA, TO DINESH PALARIYA AND AMISHA DHAM, HUSBAND AND WIFE AND TARUN CHOPRA AND CHARU CHOPRA, HUSBAND AND WIFE, FOR \$598,000.

WHEREAS, the City of Chandler owns two parcels of land located at 21126 S. Cooper Road in Chandler, Arizona that it acquired for the construction of a proposed future City facility (the "Property"); and

WHEREAS, after determining that it no longer needs the Property for a future City facility, the City had an appraisal performed on the Property and offered it for sale; and

WHEREAS, the City received multiple, competing bids on the Property; and

WHEREAS, Dinesh Palariya and Amisha Dham, husband and wife, and Tarun Chopra and Charu Chopra, husband and wife, have offered to purchase the Property for \$598,000 cash and have made an initial deposit of \$29,900 (the "Purchase Offer"); and

WHEREAS, the Purchase Offer exceeds the appraised value of the Property and also exceeds all other offers received for the Property.

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

Section 1. The City Council of the City of Chandler, Arizona, authorizes and approves the conveyance of the real property located at 21126 S. Cooper Road, Chandler, Arizona, as more fully described in Exhibit "A", to Dinesh Palariya and Amisha Dham, husband and wife, and Tarun Chopra and Charu Chopra, husband and wife, for \$598,000.

Section 2. The City's Real Estate Manager, or any City real estate officer acting on the Manager's behalf, is authorized to execute and deliver into escrow a purchase agreement in a form approved by the City Attorney along with all other documents and instructions necessary to consummate the sale of said real property.

Section 3. The Mayor is authorized to execute this Ordinance on behalf of the City and, upon satisfaction of the terms and conditions set forth in the approved purchase agreement, a special warranty deed in a form approved by the City Attorney.

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

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the 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. 4990 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 the vote was ____ ayes, and ____ nays.

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



EXHIBIT "A"

Parcel One:

The South half of the South half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 14, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

Except the East 55 feet thereof for public roadway, utilities, ingress and egress.

Parcel Two:

A portion of the northeast quarter of the southeast quarter of Section 14, Township 2 South, Range 5 East, Gila and Salt River Base and Meridian, City of Chandler, Maricopa County, Arizona, described as follows:

Commencing at the East quarter corner of said Section 14; Thence South 89 degrees, 13 minutes, 19 seconds West along the East-West mid-section line of said Section 14, a distance of 33.00 feet to the Point of Beginning;

Thence South 00 degrees, 07 minutes, 57 seconds, East parallel with and 33.00 feet westerly of the East line of said Section 14, a distance of 10.00 feet;

Thence South 89 degrees, 13 minutes, 19 seconds West parallel with and 10.00 feet South of the East-West mid-section line of said Section 14, a distance of 629.51 feet.

Thence North 00 degrees, 06 minutes, 47 seconds West along the southerly prolongation of the West line of the southeast quarter of the southeast quarter of the northeast quarter of said Section 14, a distance of 10.00 feet to the southwest corner of property described in deed to Sharon Thompson, recorded as instrument no. 95-0764473, Maricopa County Records;

Thence North 89 degrees, 13 minutes, 19 seconds East along the East-West mid-section line of said Section 14, a distance of 629.51 feet to the Point of Beginning.

Except the East 22 feet thereof for public roadway, utilities, ingress and egress.

SELLER:	City of Chandler, an Arizona municipal corporation		
BUYER:	Dinesh Palariya and Amisha Dham, husband and wife as to a fifty (50%) percent undivided interest; and Tarun Chopra and Charu Chopra, husband and wife, as to a fifty (50%) percent undivided interest		
Escrow Agent:	Fidelity National Title Agency, Inc.		
Escrow No.:	10006803	Date:	

3. Purchase Price. The “Purchase Price” for the Property shall be Five Hundred Ninety-Eight Thousand Dollars (\$598,000.00), payable as follows: Twenty-Nine Thousand Nine Hundred Dollars (\$29,900.00) Initial Deposit in the form of cash or other good funds or cashier’s or certified check payable to Fidelity National Title Agency, Inc. Escrow No. 10006803 to be delivered to Seller together with a copy of this Agreement executed by Buyer and with the balance of the Purchase Price to be paid on or before Close of Escrow (defined below) by Buyer depositing with Escrow Agent said amount, plus Buyer’s share of the closing costs, in cash, or by cashier’s check, certified check, wire transfer or other immediately available funds (the “Cash Due at Closing”). If the Cash Due at Closing is to be paid by wire transfer, Buyer shall notify Escrow Agent at least two (2) days prior to Closing and Seller shall designate to Escrow Agent the account or accounts to receive the funds. The Property shall be conveyed free and clear at the Close of Escrow upon the payment of the Cash Due at Closing.

4. Escrow. The sale contemplated by this Agreement shall be consummated through Escrow as follows:

4.1. Opening and Closing Dates. Escrow shall open on the business day on which Escrow Agent receives one (1) fully executed copy of this Agreement and the Initial Deposit as provided in Section 4.2 below. Upon receipt, Escrow Agent shall give written notice to the persons listed in Section 17 below of the date that escrow has opened and such notice shall constitute evidence of Escrow Agent's acceptance of the Agreement. Subject to Section 5 below, "Close of Escrow" or "Closing" shall occur on or before 5:00 p.m., Arizona time, on or before ten (10) days after all title requirements and Buyer's contingencies under Section 5 below have been met, or upon such other date as Buyer and Seller hereafter agree upon in writing. If Closing otherwise falls on a Saturday, Sunday or legal holiday, Closing shall occur upon the next following business day.

4.2. Earnest Money Deposit. As security for Buyer's obligations under this Agreement, Buyer shall deliver to Seller an Initial Deposit of Twenty-Nine Thousand Nine Hundred Dollars (\$29,900.00) ("Initial Deposit") as provided under Section 3 above. Unless this Agreement is canceled by Buyer prior to the end of the Review Period under Section 5.3 of this Agreement, the Initial Deposit will be nonrefundable subject only to the terms of Section 15.2 of this Agreement, and at the election of Seller, retained by Seller or released from Escrow and paid directly to Seller.

4.3. Closing Place. The Closing shall take place in the offices of Escrow Agent at such address as the Escrow Agent shall provide.

4.4. Documents to be Delivered for the Closing. As a condition precedent to Buyer's obligation to close under this Agreement, Seller shall deposit or have deposited into Escrow the following documents, instruments and other items at least one (1) business day prior to the Close of Escrow (or sooner, if required elsewhere in this Agreement):

(a) A Special Warranty Deed, in the form and substance of the attached Exhibit "B", conveying the Real Property and the Improvements to Buyer subject to all matters of record that have been approved in writing by Buyer;

(b) A Drainage Easement, in the form and substance of the attached Exhibit "C", conveying to Seller an easement for drainage retention as provided therein;

(c) A Non-Foreign Certificate in substantially the form and substance of the attached Exhibit "D";

(d) IRS Form W-9;

(e) Any document required by the Arizona Department of Water Resources and/or otherwise necessary for (i) the transfer by Seller to Buyer of all of Seller's right, title and interest in and to any and all ground and/or surface water rights appurtenant to or owned or used in connection with the Property; (ii) the transfer or assignment of any claims in any water rights proceedings or adjudications, and (iii) the notation of such transfer on any

ownership records maintained by the Arizona Department of Water Resources or other applicable public records;

(f) Release documents in form and substance reasonably satisfactory to Buyer, executed by all appropriate parties, releasing any monetary liens, leases, and/or encumbrances against the Property that Seller is required by the terms of this Agreement to have released;

(g) An affidavit or estoppel certificate from Seller in form acceptable to Buyer indicating that there are no leases affecting the Property;

(h) All other documents or instruments necessary to satisfy requirements for the title insurance to be provided to Buyer in connection with this purchase transaction; and

(i) A "closing" or "pre-audit settlement" statement prepared by Escrow Agent, in form and substance satisfactory to Buyer.

All such documents and instruments shall be duly executed and, where appropriate, acknowledged.

4.5. Closing Items. At Close of Escrow, the transaction provided for herein shall be consummated by Escrow Agent (a) delivering to Buyer or recording, as appropriate, the documents and instruments referred to in paragraph 4.4 above and (b) disbursing funds to Seller in accordance with the terms of this Agreement.

4.6. Title Policy. At Close of Escrow, Escrow Agent shall issue or cause to be issued in favor of Buyer an ALTA standard coverage owner's policy of title insurance insuring title to the Property in an amount equal to the Purchase Price, subject only to (a) the usual exceptions, conditions and stipulations contained in the printed form of such a standard coverage policy, and (b) those title defects or exceptions which are listed in the Title Report (defined below), and which are deemed waived or approved by Buyer in accordance with paragraph 5.1 below (the "Title Policy").

5. Buyer's Contingencies. Buyer's obligation to close under this Agreement is subject to satisfaction of the following conditions precedent (any or all of which may be waived by Buyer, in its sole discretion, but only in writing signed by Buyer's duly authorized agent):

5.1. Status of Title. As soon as reasonably possible after the Opening of Escrow, Escrow Agent shall provide Buyer and Seller with a preliminary report of the title to the Property, disclosing all matters of record which relate to the title to the Property, and Escrow Agent's requirements for both closing the Escrow created by this Agreement and issuing the Title Policy. At such time as Buyer receives the preliminary title report (and any amended report adding additional title exceptions) (the "Title Report"), **Escrow Agent shall also cause legible copies of all instruments referred to in the Title Report to be furnished to Buyer.** Buyer shall have ten (10) days after receipt of the Title Report and the furnishing of all instruments described in the Title Report to make objection in writing to Seller and Escrow Agent as to any

matter shown thereon. If Buyer fails to object within this period, the condition of title to the Property shall be deemed approved. If Buyer does object to any matter disclosed in the Title Report, Seller may elect to remove such objection before Close of Escrow. If Seller does not elect to remove such objection, or if any such matter cannot be removed after Seller's attempts to do so, Seller shall so notify Buyer and Escrow Agent, in writing, within twenty (10) days after receipt of a written objection from Buyer, and Buyer shall elect in writing to Seller and Escrow Agent within twenty (5) days after receipt of Seller's notice either: (i) to cancel the Escrow and this Agreement without any penalty, charge or cost to Buyer or Seller; or (ii) to close Escrow, waiving such objections and taking title subject to such matters. Failure to give notice to Seller of Buyer's election shall constitute an election to waive the objection.

5.2. Additional Encumbrances. Except for matters which are to be released at or as part of the Close of Escrow, Seller shall not voluntarily and affirmatively place, or cause to be placed, any liens or encumbrances on the title to the Property from the date of this Agreement through Close of Escrow or thereafter. If Seller voluntarily and affirmatively places, or causes to be placed, a lien or encumbrance on the Property, contrary to the provisions of this Agreement, which can be removed by the payment of money, Escrow Agent is hereby expressly authorized, directed, and instructed to pay such moneys otherwise payable to Seller at Close of Escrow, and the net proceeds otherwise available to Seller at Close of Escrow shall be reduced accordingly. To the extent that moneys available to Seller at Close of Escrow are insufficient to cause any such lien or encumbrance to be removed, Seller shall, on or before the date set for Close of Escrow, cause additional money to be deposited with Escrow Agent to enable Escrow Agent to remove the lien or encumbrance.

5.3. Investigation; Review Period. Buyer shall have until 5:00 p.m., Arizona time, thirty (30) days after Escrow opens (the "Review Period"), in which to examine the Property. During such time, Buyer may review, investigate, survey, conduct environmental testing, and examine the Property at any time with any persons who it shall designate, including engineers, environmental testing and soil testing personnel. Seller shall permit access to the Property by Buyer and the persons so designated by it, and shall afford them the opportunity to investigate, inspect and perform any tests upon the Property that Buyer deems necessary or appropriate to determine whether the Property is suitable for Buyer's purposes, provided that Buyer shall not unreasonably interfere with Seller's use of the Property. In the event that Buyer, after conducting such inspections, investigations, and tests, discovers that the Property is contaminated with hazardous or toxic substance or waste and either (a) the cost of remediating the same will exceed the net proceeds to Seller in connection with the escrow, or (b) Seller refuses to agree to use so much of the net proceeds as necessary to remediate the Property from contamination with the hazardous or toxic substances or waste, Buyer may elect at any time prior to the end of the Review Period to cancel this Agreement by written notice to Seller and Escrow Agent, who shall, without further instruction from either party or any other person, promptly return any documents deposited hereunder to the appropriate party, and this Agreement shall thereafter have no further force or effect. If Buyer does not elect to cancel under this paragraph within the Review Period, then Close of Escrow shall occur on the closing date specified in this Agreement, provided that all other contingencies set forth in this Section 5, including, without limitation, status of title requirements, are met.

5.3.1. Indemnification. In conducting or having conducted any review, inspection, examination, investigation or test upon the Property, Buyer shall indemnify and hold Seller harmless against liability, loss, cost, damage or expense which may arise out of any personal injury or property damage resulting from such entry upon the Property, except to the extent that such personal injury or property damage is caused by or contributed to by the conduct of Seller or Seller's agents, servants, employees or independent contractors. This indemnification obligation shall constitute a covenant of Buyer that survives the Close of Escrow.

6. Appraisal. Intentionally Deleted.

7. Seller's Property Disclosure Form and Lead Based Paint Disclosure Form. Intentionally Deleted.

8. Seller's Representations and Warranties. Seller does represent, covenant and warrant to Buyer as follows:

8.1. Seller shall not encumber the Property or any part thereof or interest therein, or assign, convey, lease or transfer any part thereof or interest therein. To the best of Seller's knowledge, there is no existing default under any encumbrance on the Property (or any event which, with the passage of time, giving of notice or both, would constitute a default), and Seller shall keep all such encumbrances current until the close of escrow.

8.2. To the best of Seller's knowledge, except as may be reflected in the Title Report, there are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency or any corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Property or the value of the Property or Seller's ability to perform Seller's obligations under this Agreement.

8.3. No work has been performed or is in progress at the Property and no materials have been furnished to the Property for which payment will not be made in a timely manner.

8.4. Subject to the approval of the Chandler City Council by the enactment of an Ordinance authorizing this sale, Seller has full power, authority and legal capacity to execute, deliver, and perform this Agreement and all related documents or instruments. Except as otherwise expressly provided herein, no consent, approval or authorization of any other person or entity is required in connection with Seller's execution or performance of this Agreement.

8.5. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement to which Seller is a party or by which Seller may be bound.

9. Buyer's Representations and Warranties. Buyer does represent, warrant and covenant to Seller as follows:

9.1. Buyer has full power, authority and legal capacity to execute, deliver, and perform this Agreement and all related documents or instruments. Except as otherwise expressly provided herein, no consent, approval or authorization of any other person or entity is required in connection with Buyer's execution or performance of this Agreement.

9.2. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement to which Buyer is a party or by which Buyer may be bound.

10. Costs and Prorations; Distribution of Net Proceeds.

10.1. Seller shall pay the cost of a standard coverage ALTA owner's policy. All escrow fees shall be split equally between Buyer and Seller. Any other costs or expenses shall be paid by the party to whom they are specifically allocated hereunder.

10.2. All real property taxes, rents and assessments shall be prorated through Escrow as of the Close of Escrow, based upon the most current available information.

10.3. Upon Close of Escrow and payment of all costs, expenses, fees, taxes, rents, assessments, real estate commissions and other applicable charges of Seller, the net proceeds to Seller shall be distributed to Seller.

11. No Sales Commissions. Each party represents and warrants to the other that no real estate sales or brokerage commissions or like commissions are or will be due from the other party in connection with this transaction. Further, each party agrees to indemnify and hold harmless the other party for, from and against any and all liability, loss, cost, damage or expense, including but not limited to court costs and reasonable attorneys' fees, resulting from any assertion of a right to a brokerage commission as a consequence of any act or omission of such indemnifying party.

12. Title Insurance Option. Buyer, at its option and cost, may obtain extended coverage title insurance.

13. Non-Foreign Status. If Seller fails to deliver the Non-Foreign Certificate described herein, or in the event Buyer has a reasonable basis for believing that the information contained in any such Non-Foreign Certificate delivered by Seller is false or inaccurate, Buyer shall be entitled to withhold, or to direct Escrow Agent to withhold upon the Close of Escrow, from the sums to be delivered to Seller under Section 3, an amount equal to ten percent (10%) of the Purchase Price, which sum may be paid to the Internal Revenue Service or United States Treasury if Buyer, in Buyer's sole discretion, deems it necessary to make such a delivery of such funds. Notwithstanding the foregoing, any sums withheld upon the Close of Escrow under this Section shall be considered, for all purposes, as having been paid and applied against the Purchase Price hereunder.

14. Risk of Loss. Until the Close of Escrow, Seller shall bear all risk of loss with regard to the Property.

15. Remedies.

15.1. In the event of default by Buyer, Seller may: (i) cancel this Agreement fifteen (15) days after Seller gives written notice to Buyer and Escrow Agent that Buyer is in default, if within such period such default has not been cured by Buyer; or (ii) proceed with whatever steps Seller may deem necessary in order to enforce the rights and remedies available to Seller under this Agreement, at law or in equity, including, without limitation, the right of specific performance of this Agreement or recover its damages from Buyer.

15.2. In the event of default by Seller, Buyer may: (i) cancel this Agreement fifteen (15) days after Buyer gives written notice to Seller and Escrow Agent that Seller is in default, if within such period such default has not been cured by Seller; or (ii) proceed with whatever steps Buyer may deem necessary in order to enforce the rights and remedies available to Buyer under this Agreement, at law or in equity, including, without limitation, the right of specific performance of this Agreement or recover its damages from Seller.

16. Notices. All notices, consents, approvals and waivers required or permitted hereunder shall be given in writing and shall be effective upon personal delivery or direct facsimile transmission, or three (3) business days after deposit in the U.S. Mail, registered or certified, return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express service. All such notices shall be addressed as follows or to such other address or addresses as the parties or Escrow Agent may from time to time specify in writing delivered as provided in this paragraph:

If to Escrow Agent: Fidelity National Title Agency, Inc.
2720 E. Camelback Road, Suite 120
Phoenix, AZ 85016
Attn.: Christine Hughes, Office Manager
Phone: (480) 214-4550
Email: christine.hughes@fnf.com

If to Seller: City of Chandler
Real Estate Division
P.O. Box 4008, Mail Stop 400
Chandler, Arizona 85244-4008
Attn.: Erich Kuntze, Real Estate Manager
Phone: (480) 782-3397
Fax No.: (480) 782-3365
erich.kuntze@chandleraz.gov

With A Copy To: City of Chandler
City Attorney's Office
P. O. Box 4008 MS 602
Chandler, AZ 85244-4008

Phone: (480)782-4640
Fax No: (480) 782-4351
jenny.winkler@chanderaz.gov

If to Buyer: Dinesh Palariya and Amisha Dham
1815 E. Balsam Place
Chandler, AZ 85286
Phone: (480) 304-0537
Email: dinesh.palariya@gmail.com

Tarun Chopra and Charu Chopra
7865 S. Palm Drive
Tempe, AZ 85284
Phone: (602) 743-2111
Email: tarun.chopra@gmail.com

17. Further Assurances. Promptly upon the request of the other or upon the request of Escrow Agent, each party shall do such further acts and shall execute, have acknowledged and deliver to the other party or to Escrow Agent, as appropriate, any and all further documents or instruments reasonably requested in order to carry out the intent and purpose of this Agreement.

18. Other Important Provisions.

18.1. Modification and Waiver. Except as expressly provided herein to the contrary, no supplement, modification or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as otherwise expressly provided herein, no waiver shall be binding unless executed in writing by the party making the waiver.

18.2. Exhibits. The Exhibits referred to herein and attached hereto (the "Exhibits") are incorporated herein by reference.

18.3. Litigation Expenses and Attorneys' Fees. In the event of litigation involving this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitation the cost of reasonable attorneys' fees as determined by the judge of the court.

18.4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed invalid or prohibited thereunder, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

18.5. Entire Agreement. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement among the parties. All terms and conditions contained in any other writings previously executed by the parties and all prior and contemporaneous

arrangements and understandings between the parties are superseded hereby. No agreements, statements or promises about the subject matter hereof shall be binding or valid unless they are contained herein.

18.6. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

18.7. Counterparts. This Agreement may be executed by the signing in counterparts. The execution of this instrument by each of the parties signing a counterpart hereof shall constitute a valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.

18.8. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona. This Agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511.

18.9. Headings and Construction. The descriptive headings of the paragraphs of this Agreement are inserted only for convenience and shall not define, limit, extend, control or affect the meaning or construction of any provision herein. Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be construed according to its fair meaning and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

18.10. Survival. Except as expressly set forth herein, all representations, warranties and covenants set forth herein shall survive the Close of the Escrow.


18.11. Time of Essence. Time is of the essence of this Agreement, and Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner.

18.12 Possession. Upon the Close of Escrow, possession of the Property will be transferred to Buyer.

SELLER: CITY OF CHANDLER, an
Arizona municipal corporation

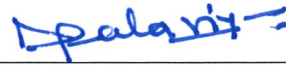
By: _____
Erich Kuntze
Real Estate Manager

Approved as to form:

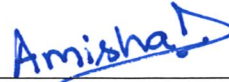


Jenny J. Winkler
Assistant City Attorney

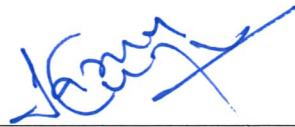
BUYER:



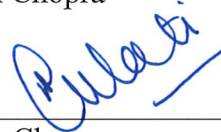
Dinesh Palariya



Amish Dham



Tarun Chopra



Charu Chopra

ACCEPTED this ____ day of _____,
2021.

FIDELITY NATIONAL TITLE AGENCY, INC.

By: _____

Christine Hughes
Office Manager
2720 E. Camelback Road, Suite 120
Phoenix, AZ 85016

EXHIBIT "A"

Parcel One:

The South half of the South half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 14, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

Except the East 55 feet thereof for public roadway, utilities, ingress and egress.

Parcel Two:

A portion of the northeast quarter of the southeast quarter of Section 14, Township 2 South, Range 5 East, Gila and Salt River Base and Meridian, City of Chandler, Maricopa County, Arizona, described as follows:

Commencing at the East quarter corner of said Section 14; Thence South 89 degrees, 13 minutes, 19 seconds West along the East-West mid-section line of said Section 14, a distance of 33.00 feet to the Point of Beginning;

Thence South 00 degrees, 07 minutes, 57 seconds, East parallel with and 33.00 feet westerly of the East line of said Section 14, a distance of 10.00 feet;

Thence South 89 degrees, 13 minutes, 19 seconds West parallel with and 10.00 feet South of the East-West mid-section line of said Section 14, a distance of 629.51 feet.

Thence North 00 degrees, 06 minutes, 47 seconds West along the southerly prolongation of the West line of the southeast quarter of the southeast quarter of the northeast quarter of said Section 14, a distance of 10.00 feet to the southwest corner of property described in deed to Sharon Thompson, recorded as instrument no. 95-0764473, Maricopa County Records;

Thence North 89 degrees, 13 minutes, 19 seconds East along the East-West mid-section line of said Section 14, a distance of 629.51 feet to the Point of Beginning.

Except the East 22 feet thereof for public roadway, utilities, ingress and egress.

EXHIBIT "B"
SPECIAL WARRANTY DEED

When recorded, mail to:

City of Chandler
City Clerk
P.O. Box 4008, Mail Stop 606
Chandler, AZ 85244-4008

APN: 303-42-003Q and 008P
Section 14, Township 2 South, Range 5 East

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S. Sec. §11-1134 (A)(3).

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY OF CHANDLER, an Arizona municipal corporation ("Grantor") does hereby grant and convey unto

Dinesh Palariya and Amisha Dham, husband and wife as to a fifty (50%) percent undivided interest; and

Tarun Chopra and Charu Chopra, husband and wife, as to a fifty (50%) percent undivided interest

("Grantee"), that certain real property situated in Maricopa County, Arizona, and more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (the "Property"), together with all of Grantor's right, title and interest, if any, in and to all improvements thereon, and all rights, privileges, easements, hereditaments, tenements and appurtenances belonging to such Property.

SUBJECT TO current taxes and assessments not yet due, reservations in patents, and all easements, rights of way, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

Grantor hereby binds itself and its successors and assigns to warrant and defend the title to the Property against all acts of Grantor and no other, subject to the matters set forth above.

DATED this ____ day of _____, 202__.

GRANTOR: City of Chandler, an Arizona
municipal corporation

By _____
Mayor Kevin Hartke

APPROVED AS TO FORM:

Assistant City Attorney *gw*

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing SPECIAL WARRANTY DEED was personally acknowledged before me
this ____ day of _____, 202__, by _____ the Mayor of City of
Chandler, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

Parcel One:

The South half of the South half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 14, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

Except the East 55 feet thereof for public roadway, utilities, ingress and egress.

Parcel Two:

A portion of the northeast quarter of the southeast quarter of Section 14, Township 2 South, Range 5 East, Gila and Salt River Base and Meridian, City of Chandler, Maricopa County, Arizona, described as follows:

Commencing at the East quarter corner of said Section 14; Thence South 89 degrees, 13 minutes, 19 seconds West along the East-West mid-section line of said Section 14, a distance of 33.00 feet to the Point of Beginning;

Thence South 00 degrees, 07 minutes, 57 seconds, East parallel with and 33.00 feet westerly of the East line of said Section 14, a distance of 10.00 feet;

Thence South 89 degrees, 13 minutes, 19 seconds West parallel with and 10.00 feet South of the East-West mid-section line of said Section 14, a distance of 629.51 feet.

Thence North 00 degrees, 06 minutes, 47 seconds West along the southerly prolongation of the West line of the southeast quarter of the southeast quarter of the northeast quarter of said Section 14, a distance of 10.00 feet to the southwest corner of property described in deed to Sharon Thompson, recorded as instrument no. 95-0764473, Maricopa County Records;

Thence North 89 degrees, 13 minutes, 19 seconds East along the East-West mid-section line of said Section 14, a distance of 629.51 feet to the Point of Beginning.

Except the East 22 feet thereof for public roadway, utilities, ingress and egress.

EXHIBIT "C"
DRAINAGE EASEMENT

When recorded, mail to:

City of Chandler
City Clerk
P.O. Box 4008, Mail Stop 606
Chandler, AZ 85244-4008

APN: 303-42-003Q and 008P
Section 14, Township 2 South, Range 5 East

This document is exempt from Affidavit and Fee requirement pursuant to A.R.S. § 11-1134(A)(2).

DRAINAGE EASEMENT

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged,

Dinesh Palariya and Amisha Dham, husband and wife as to a fifty (50%) percent undivided interest; and

Tarun Chopra and Charu Chopra, husband and wife, as to a fifty (50%) percent undivided interest

("Grantors"), do hereby grant and convey unto the CITY OF CHANDLER, an Arizona municipal corporation ("Grantee"), a perpetual easement in, on, over, under, across and through that certain real property situated in Maricopa County, Arizona, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Property"), for the construction, maintenance, repair and operation of a storm water drainage and retention basin; reserving, however, to Grantors, their heirs, successors, representatives and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements hereby acquired, and provided that, after Grantors develop the property, Grantors shall be responsible for the maintenance of the Easement Property consistent with the provisions of this Easement.

The aforesaid grant of easement shall be subject to the following covenants, restrictions, and conditions:

1. This easement is subject to all easements and encumbrances of record, and is non-exclusive, provided that later granted easements shall be subject to Grantee's rights and uses. At the time of development of the larger parcel upon which this easement is situated and of which the Easement Property is a part,

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me this ____ day of _____, 20____, by Amisha Dham.

Notary Public

My Commission Expires:

GRANTOR:

Tarun Chopra and Charu Chopra, husband and
wife, as to a fifty (50%) percent undivided
interest

By: _____
Tarun Chopra

By: _____
Charu Chopra

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me this ____ day of _____, 20____, by Tarun Chopra.

Notary Public

My Commission Expires:

[illegible]

Acknowledged before me this ____ day of _____, 20____, by Charu Chopra.

Notary Public

My Commission Expires:

EXHIBIT "A"

**LEGAL DESCRIPTION
FOR
PARCEL NO. 303-42-003Q
DRAINAGE EASEMENT**

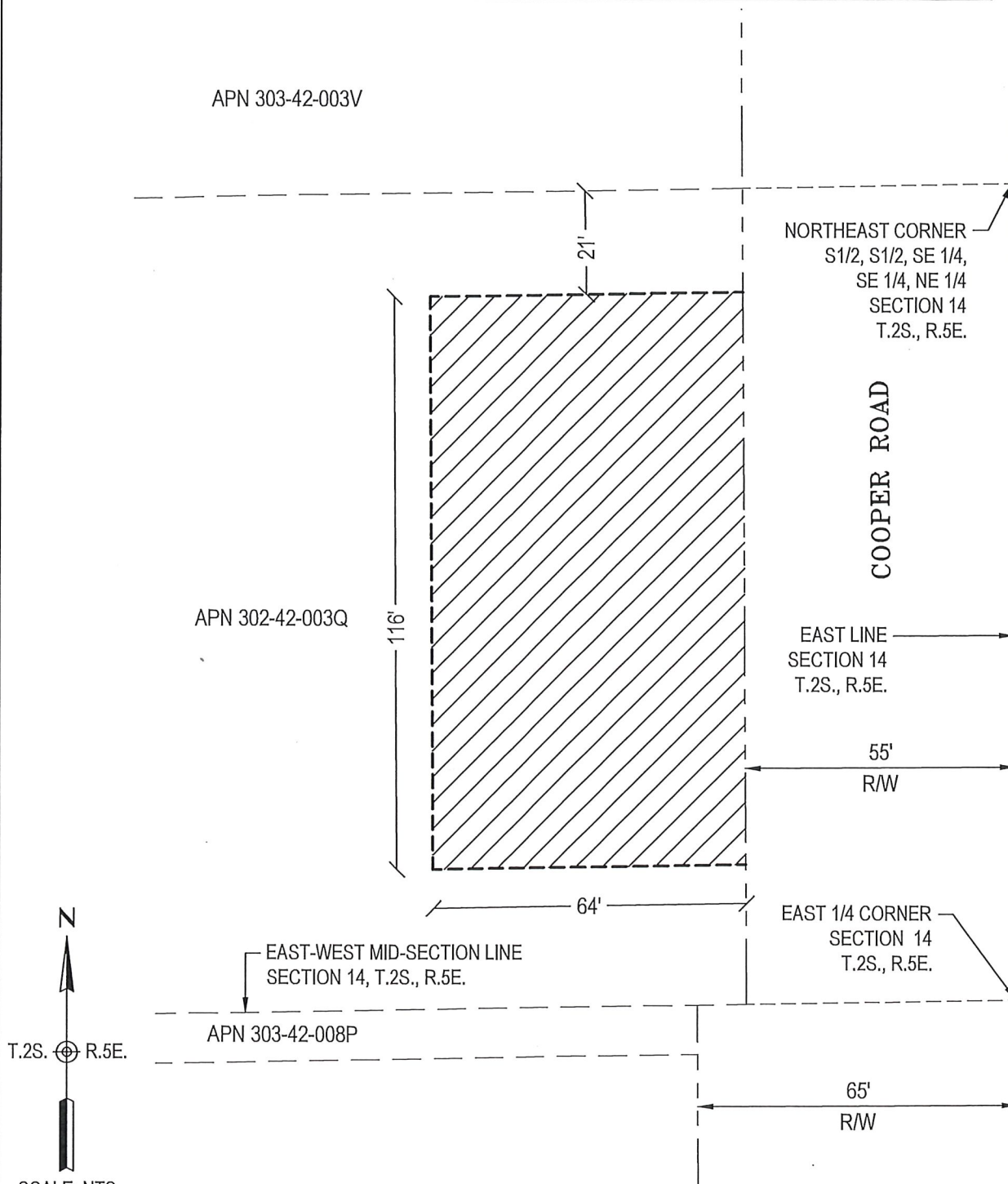
The West 64.00 feet of the East 119.00 feet of the South 116.00 feet of the North 137.00 feet of the following described property;

The South Half of the South Half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 14, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Containing 7424.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.



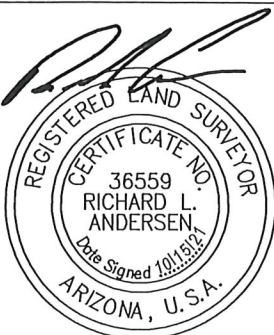
EXHIBIT A - APN 303-42-003Q



SCALE: NTS

LEGEND

---	EXISTING MONUMENT LINE
- - -	EXISTING EASEMENT LINE
---	EXISTING PROPERTY LINE
---	EXISTING RIGHT-OF-WAY LINE
	NEW DRAINAGE EASEMENT LINE
	NEW DRAINAGE EASEMENT



TRACE
CONSULTING

TC# 211004, DATE: 10/15/2021

EXHIBIT "D"
NON-FOREIGN CERTIFICATE

NON-FOREIGN CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding tax is not required upon the disposition of a U.S. real property interest by the City of Chandler, a(n) Arizona municipal corporation ("Seller"), the undersigned hereby certifies that:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller's U.S. Employer Identification Number is _____; and
3. Seller's office address is P.O. Box 4008, MS 407, Chandler, AZ 85244-4008.

Seller understands that this certificate may be disclosed to the Internal Revenue Service by the transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated this _____ day of _____, 202____.

City of Chandler, an Arizona municipal
corporation

By _____
Its _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by _____, who acknowledged that he/she is the _____ of the City of Chandler, a(n) Arizona municipal corporation, and acknowledged that he/she as such and being authorized to do so, executed the foregoing document for the purposes therein contained.

Notary Public

My commission expires:

When recorded, mail to:

City of Chandler
City Clerk
P.O. Box 4008, Mail Stop 606
Chandler, AZ 85244-4008

APN: 303-42-003Q
Section 14, Township 2 South, Range 5 East

This document is exempt from Affidavit and Fee requirement pursuant to A.R.S. § 11-1134(A)(2).

ACCESS EASEMENT

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged,

Dinesh Palariya and Amisha Dham, husband and wife as to a fifty (50%) percent undivided interest; and

Tarun Chopra and Charu Chopra, husband and wife, as to a fifty (50%) percent undivided interest

("Grantors"), do hereby grant and convey unto the CITY OF CHANDLER, an Arizona municipal corporation ("Grantee"), a non-exclusive easement over and across the real property situated in Maricopa County, Arizona, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Property"), for access to an adjacent drainage easement held by Grantee.

DATED this ____ day of _____, 20__.

GRANTOR: Dinesh Palariya and Amisha Dham, husband and wife as to a fifty (50%) percent undivided interest

By: _____
Dinesh Palariya

By: _____
Amisha Dham

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me this ____ day of _____, 20____, by Dinesh Palariya.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me this ____ day of _____, 20____, by Amisha Dham.

Notary Public

My Commission Expires:

GRANTOR:

Tarun Chopra and Charu Chopra, husband and
wife, as to a fifty (50%) percent undivided
interest

By: _____
Tarun Chopra

By: _____
Charu Chopra

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me this ____ day of _____, 20____, by Tarun Chopra.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me this ____ day of _____, 20____, by Charu Chopra.

Notary Public

My Commission Expires:

A.R.S. § 41-313(C) DISCLOSURES

Description of document this notarial certificate is being attached to:	
Type/Title	Access Easement
Date of Document	
Number of Pages	Which includes Exhibit A
Add'l Signers (other than those named in the notarial certificate.)	

EXHIBIT "A"

**LEGAL DESCRIPTION
FOR
PARCEL NO. 303-42-003Q
ACCESS EASEMENT**

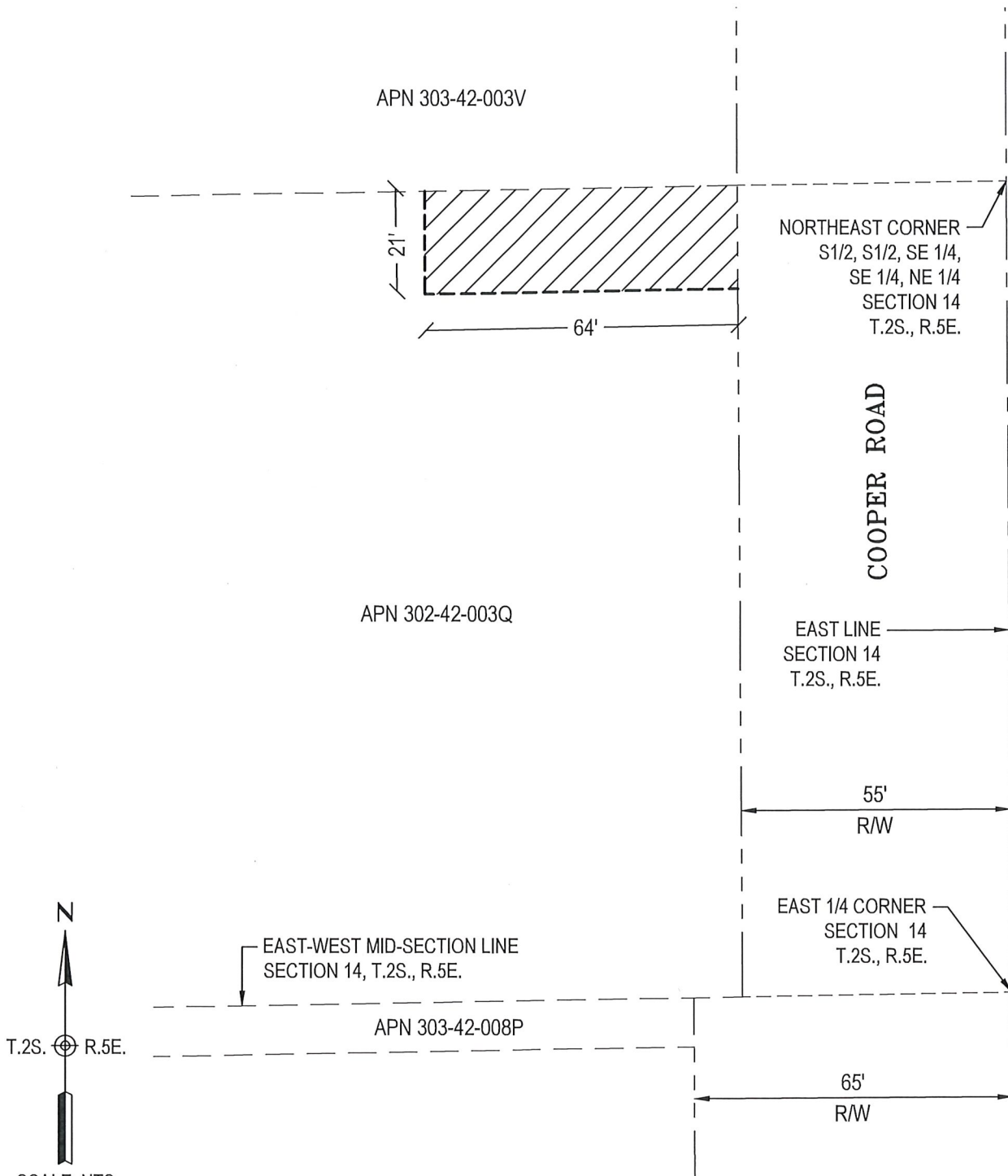
The North 21.00 feet of the West 64.00 feet of the East 119.00 feet of the following described property;

The South Half of the South Half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 14, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Containing 1,344.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.

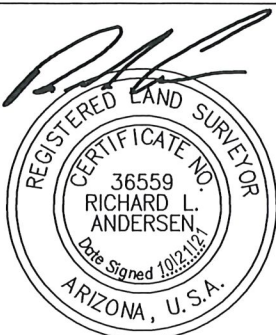


EXHIBIT A - APN 303-42-003Q



LEGEND

---	EXISTING MONUMENT LINE
---	EXISTING EASEMENT LINE
---	EXISTING PROPERTY LINE
---	EXISTING RIGHT-OF-WAY LINE
---	NEW ACCESS EASEMENT LINE
	NEW ACCESS EASEMENT



TRACE
CONSULTING

TC# 211004, DATE: 10/21/2021



City Council Memorandum Public Works & Utilities Memo No. RE22-013

Date: January 10, 2022
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: Stephen Shea, Real Estate Specialist
Subject: Final Adoption of Ordinance No. 4996 Authorizing the Sale of City Property Located in the Williams Field Business Park Subdivision

Proposed Motion:

Move City Council approve final adoption of Ordinance No. 4996 authorizing the sale of City property located in the Williams Field Business Park Subdivision on Roosevelt Avenue between Frye Road and Chandler Boulevard to Osborne Real Estate, LLC, an Arizona Limited Liability Company, for the amount of one hundred and ten thousand dollars (\$110,000).

Background:

The City owns two parcels of land that are located on Roosevelt Avenue in the Williams Field Business Park Subdivision (the "Parcels"). The City acquired one parcel totaling 12,549 square feet in 1977 and the other parcel totaling 7,912 square feet in 1990. The Parcels total 20,461 square feet. Staff has determined that the Parcels are no longer needed for City operations.

The Parcels were appraised for \$95,000 on June 22, 2021. The adjoining property owner, Osborne Real Estate, LLC, is willing to purchase the Parcels for \$110,000, or approximately 16% above the appraised value. Staff recommends approval of the sale of the Parcels to Osborne Real Estate, LLC.

Staff has reviewed and approved the purchase agreement and legal descriptions.

This Ordinance was introduced and tentatively adopted on December 9, 2021.

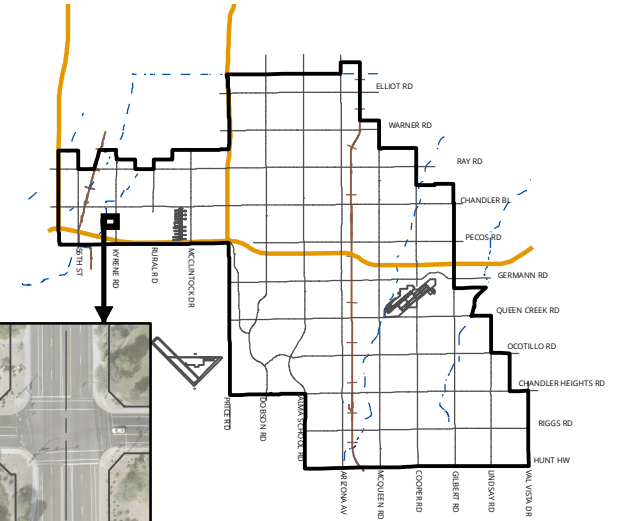
Attachments

Location Map

Ordinance No. 4996 & Exhibit A
Exhibit B - Purchase Agreement



ROOSEVELT AVENUE PARCELS 301-86-116 AND 301-86-024C



MEMO NO. RE22-013

ORDINANCE NO. 4996

 PROJECT SITE



ORDINANCE NO. 4996

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE SALE OF CITY PROPERTY LOCATED IN THE WILLIAMS FIELD BUSINESS PARK SUBDIVISION ON ROOSEVELT AVENUE BETWEEN FRYE ROAD AND CHANDLER BOULEVARD TO OSBORNE REAL ESTATE LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR THE AMOUNT OF ONE HUNDRED AND TEN THOUSAND DOLLARS (\$110,000).

WHEREAS, the City of Chandler owns two parcels (the "Parcels") of land that adjoin Lot 14 in the Williams Field Road Business Park Subdivision located on Roosevelt Avenue between Frye Road and Chandler Boulevard; and

WHEREAS, the City has determined that the Parcels are no longer needed for City operations; and

WHEREAS, Osborne Real Estate LLC, an adjoining property owner, is willing to purchase the Parcels for \$110,000, or approximately 16% above the appraised value.

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 conveyance of the real property described in Exhibit "A" attached and incorporated into this Ordinance to Osborne Real Estate LLC for the sum of \$110,000.
- Section 2. That the transfer of said real property shall be by deed in a form approved by the City Attorney.
- Section 3. That the City's Real Estate Manager, or any City real estate officer acting on the Manager's behalf, is authorized to execute, deliver, and deposit into escrow the purchase agreement attached to this Ordinance as Exhibit "B" along with all other documents and instructions necessary to consummate the sale of said real property.
- Section 4. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the deed 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. 4996 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 the vote was ____ ayes, and ____ nays.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



EXHIBIT "A"

PARCEL NO. 1:

BEGINNING at the Southeast corner of Lot 14 WILLIAMSFIELD ROAD BUSINESS PARK, according to Book 176 of Maps page 8, records of Maricopa County, Arizona;

Thence South 89 degrees 58 minutes 45 seconds West along the Southerly line of said Lot 14, a distance of 253.46 feet to the Southwest corner of the said Lot 14; said point also marking the beginning of a curve concave Westerly, and having a radius of 430.00 feet;

Thence Northeasterly along the Westerly line of the Said Lot 14, and along the arc of the said curve through a central angle of 3 degrees 36 minutes 00 seconds a distance of 27.02 feet;

Thence North 89 degrees 58 minutes 45 seconds East 32.00 feet;

Thence South 0 degrees 01 minutes 15 seconds East 11.89 feet;

Thence North 89 degrees 58 minutes 45 seconds East being parallel to the said Southerly line of Lot 14, a distance of 120.26 feet;

Thence North 0 degrees 08 minutes 08 seconds West 85.00 feet;

Thence North 89 degrees 58 minutes 45 seconds East 98.36 feet to a point on the Easterly line of the said Lot 14;

Thence South 0 degrees 21 minutes 41 seconds East 100.00 feet to the **TRUE POINT OF BEGINNING**.

PARCEL NO. 2:

That portion of Lot 14, WILLIAMS FIELD ROAD BUSINESS PARK, according to Book 176 of Maps, Page 8, records of Maricopa County, Arizona, described as follows:

BEGINNING at the Southeast corner of said Lot 14;

Thence North 0 degrees 21 minutes 41 seconds West along the Easterly line of said Lot 14, a distance of 100 feet to the **TRUE POINT OF BEGINNING** of the legal description;

Thence North 0 degrees 21 minutes 41 seconds West, a distance of 85.00 feet;

Thence South 89 degrees 58 minutes 45 seconds West, a distance of 98.02 feet;

Thence South 0 degrees 08 minutes 08 seconds East, a distance of 85.00 feet;

Thence North 89 degrees 58 minutes 45 seconds East, a distance of 98.36 feet to the **TRUE POINT OF BEGINNING**.

Exhibit "B"
Purchase Agreement

PURCHASE AGREEMENT

SELLER: City of Chandler, an Arizona municipal corporation

BUYER: Osborne Real Estate LLC, an Arizona limited liability company

Escrow Agent: Fidelity National Title Agency, Inc.

Escrow No.: _____ **Date:** _____

1. Agreement and Escrow. This Purchase Agreement, together with Escrow Agent's printed form Escrow Instructions (collectively, the "Agreement"), constitutes a binding agreement by Seller to sell and Buyer to buy the Property (defined below) upon the terms and conditions stated herein, and shall define the terms of the escrow created with Escrow Agent. Escrow Agent shall also serve as title insurer. If there is any conflict or inconsistency between the printed form Escrow Instructions and this Purchase Agreement, the latter shall prevail.

2. Subject Property. The "Property" to be purchased and sold in accordance with this Agreement is the following:

2.1. Real Property. That certain real property located on Roosevelt Avenue in Chandler, Maricopa County, Arizona, as more particularly described in Exhibit "A" attached (the "Real Property"), together with all rights, privileges, easements and appurtenances thereto, whether recorded or not recorded, including without limitation, all of Seller's right, title and interest in and to any development rights, air rights, rights in adjoining streets and alleyways, and water and water rights used in connection with the real property, and all minerals, oil, gas, and other hydrocarbon substances thereon or thereunder (except as otherwise reserved of record), except as may be expressly reserved in this Agreement.

3. Purchase Price. The "Purchase Price" for the Property shall be ONE HUNDRED AND TEN THOUSAND DOLLARS (\$110,000.00), payable as follows: FIVE THOUSAND (\$5,000.00) Initial Deposit in the form of cash or other good funds or cashier's or certified check to be deposited with Escrow Agent upon opening of Escrow as provided in Section 4.2 below with the balance of the Purchase Price to be paid on or before Close of Escrow (defined below) by Buyer depositing with Escrow Agent said amount, plus Buyer's share of the closing costs, in cash, or by cashier's check, certified check, wire transfer or other immediately available funds (the "Cash Due at Closing"). If the Cash Due at Closing is to be paid by wire transfer, Buyer shall notify Escrow Agent at least two (2) days prior to Closing and Seller shall designate to Escrow Agent the account or accounts to receive the funds. The Property shall be conveyed free and clear at the Close of Escrow upon the payment of the Cash Due at Closing.

4. Escrow. The sale contemplated by this Agreement shall be consummated through Escrow as follows:

4.1. Opening and Closing Dates. Escrow shall open on the business day on which Escrow Agent receives one (1) fully executed copy of this Agreement and the Initial Deposit as provided in Section 4.2 below. Upon receipt, Escrow Agent shall give written notice

to the persons listed in Section 17 below of the date that escrow has opened and such notice shall constitute evidence of Escrow Agent's acceptance of the Agreement. Subject to Section 5 below, "Close of Escrow" or "Closing" shall occur on or before 5:00 p.m., Arizona time, on or before ten (10) days after all title requirements and Buyer's contingencies under Section 5 below have been met, or upon such other date as Buyer and Seller hereafter agree upon in writing. If Closing otherwise falls on a Saturday, Sunday or legal holiday, Closing shall occur upon the next following business day.

4.2. Earnest Money Deposit. As security for Buyer's obligations under this Agreement, Buyer shall deposit with Escrow Agent on or before the Opening of Escrow an earnest money deposit of Five Thousand Dollars (\$5,000.00) ("Initial Deposit"). Unless this Agreement is canceled by Buyer prior to the end of the Review Period under Section 5.3 of this Agreement, the Initial Deposit will be nonrefundable subject only to the terms of Section 15.2 of this Agreement, and at the election of Seller, released from Escrow and paid directly to Seller.

4.3. Closing Place. The Closing shall take place in the offices of Escrow Agent at such address as the Escrow Agent shall provide.

4.4. Documents to be Delivered for the Closing. As a condition precedent to Buyer's obligation to close under this Agreement, Seller shall deposit or have deposited into Escrow the following documents, instruments and other items at least one (1) business day prior to the Close of Escrow (or sooner, if required elsewhere in this Agreement):

(a) A Special Warranty Deed, in the form and substance of the attached Exhibit "B", conveying the Real Property and the Improvements to Buyer subject to all matters of record that have been approved in writing by Buyer;

(b) A Non-Foreign Certificate in substantially the form and substance of the attached Exhibit "C";

(c) IRS Form W-9;

(d) Any document required by the Arizona Department of Water Resources and/or otherwise necessary for (i) the transfer by Seller to Buyer of all of Seller's right, title and interest in and to any and all ground and/or surface water rights appurtenant to or owned or used in connection with the Property; (ii) the transfer or assignment of any claims in any water rights proceedings or adjudications, and (iii) the notation of such transfer on any ownership records maintained by the Arizona Department of Water Resources or other applicable public records;

(e) Release documents in form and substance reasonably satisfactory to Buyer, executed by all appropriate parties, releasing any monetary liens, leases, and/or encumbrances against the Property that Seller is required by the terms of this Agreement to have released;

(f) An affidavit or estoppel certificate from Seller in form acceptable to Buyer indicating that there are no leases affecting the Property;

(g) All other documents or instruments necessary to satisfy requirements for the title insurance to be provided to Buyer in connection with this purchase transaction; and

(h) A "closing" or "pre-audit settlement" statement prepared by Escrow Agent, in form and substance satisfactory to Buyer.

All such documents and instruments shall be duly executed and, where appropriate, acknowledged.

4.5. Closing Items. At Close of Escrow, the transaction provided for herein shall be consummated by Escrow Agent (a) delivering to Buyer or recording, as appropriate, the documents and instruments referred to in paragraph 4.4 above and (b) disbursing funds to Seller in accordance with the terms of this Agreement.

4.6. Title Policy. At Close of Escrow, Escrow Agent shall issue or cause to be issued in favor of Buyer an ALTA standard coverage owner's policy of title insurance insuring title to the Property in an amount equal to the Purchase Price, subject only to (a) the usual exceptions, conditions and stipulations contained in the printed form of such a standard coverage policy, and (b) those title defects or exceptions which are listed in the Title Report (defined below), and which are deemed waived or approved by Buyer in accordance with paragraph 5.1 below (the "Title Policy").

5. Buyer's Contingencies. Buyer's obligation to close under this Agreement is subject to satisfaction of the following conditions precedent (any or all of which may be waived by Buyer, in its sole discretion, but only in writing signed by Buyer's duly authorized agent):

5.1. Status of Title. As soon as reasonably possible after the Opening of Escrow, Escrow Agent shall provide Buyer and Seller with a preliminary report of the title to the Property, disclosing all matters of record which relate to the title to the Property, and Escrow Agent's requirements for both closing the Escrow created by this Agreement and issuing the Title Policy. At such time as Buyer receives the preliminary title report (and any amended report adding additional title exceptions) (the "Title Report"), Escrow Agent shall also cause legible copies of all instruments referred to in the Title Report to be furnished to Buyer. Buyer shall have ten (10) days after receipt of the Title Report and the furnishing of all instruments described in the Title Report to make objection in writing to Seller and Escrow Agent as to any matter shown thereon. If Buyer fails to object within this period, the condition of title to the Property shall be deemed approved. If Buyer does object to any matter disclosed in the Title Report, Seller may elect to remove such objection before Close of Escrow. If Seller does not elect to remove such objection, or if any such matter cannot be removed after Seller's attempts to do so, Seller shall so notify Buyer and Escrow Agent, in writing, within twenty (10) days after receipt of a written objection from Buyer, and Buyer shall elect in writing to Seller and Escrow Agent within twenty (5) days after receipt of Seller's notice either: (i) to cancel the Escrow and this Agreement without any penalty, charge or cost to Buyer or Seller; or (ii) to close Escrow, waiving such objections and taking title subject to such matters. Failure to give notice to Seller of Buyer's election shall constitute an election to waive the objection.

5.2. Additional Encumbrances. Except for matters which are to be released at or as part of the Close of Escrow, Seller shall not voluntarily and affirmatively place, or cause to be placed, any liens or encumbrances on the title to the Property from the date of this Agreement through Close of Escrow or thereafter. If Seller voluntarily and affirmatively places, or causes to be placed, a lien or encumbrance on the Property, contrary to the provisions of this Agreement, which can be removed by the payment of money, Escrow Agent is hereby expressly authorized, directed, and instructed to pay such moneys otherwise payable to Seller at Close of Escrow, and the net proceeds otherwise available to Seller at Close of Escrow shall be reduced accordingly. To the extent that moneys available to Seller at Close of Escrow are insufficient to cause any such lien or encumbrance to be removed, Seller shall, on or before the date set for Close of Escrow, cause additional money to be deposited with Escrow Agent to enable Escrow Agent to remove the lien or encumbrance.

5.3. Investigation; Review Period. Buyer shall have until 5:00 p.m., Arizona time, ten (10) days after Escrow opens (the "Review Period"), in which to examine the Property. During such time, Buyer may review, investigate, survey, conduct environmental testing, and examine the Property at any time with any persons who it shall designate, including engineers, environmental testing and soil testing personnel. Seller shall permit access to the Property by Buyer and the persons so designated by it, and shall afford them the opportunity to investigate, inspect and perform any tests upon the Property that Buyer deems necessary or appropriate to determine whether the Property is suitable for Buyer's purposes, provided that Buyer shall not unreasonably interfere with Seller's use of the Property. In the event that Buyer, after conducting such inspections, investigations, and tests, discovers that the Property is contaminated with hazardous or toxic substance or waste and either (a) the cost of remediating the same will exceed the net proceeds to Seller in connection with the escrow, or (b) Seller refuses to agree to use so much of the net proceeds as necessary to remediate the Property from contamination with the hazardous or toxic substances or waste, Buyer may elect at any time prior to the end of the Review Period to cancel this Agreement by written notice to Seller and Escrow Agent, who shall, without further instruction from either party or any other person, promptly return any documents deposited hereunder to the appropriate party, and this Agreement shall thereafter have no further force or effect. If Buyer does not elect to cancel under this paragraph within the Review Period, then Close of Escrow shall occur on the closing date specified in this Agreement, provided that all other contingencies set forth in this Section 5, including, without limitation, status of title requirements, are met.

5.3.1. Indemnification. In conducting or having conducted any review, inspection, examination, investigation or test upon the Property, Buyer shall indemnify and hold Seller harmless against liability, loss, cost, damage or expense which may arise out of any personal injury or property damage resulting from such entry upon the Property, except to the extent that such personal injury or property damage is caused by or contributed to by the conduct of Seller or Seller's agents, servants, employees or independent contractors. This indemnification obligation shall constitute a covenant of Buyer that survives the Close of Escrow.

6. Appraisal. Intentionally Deleted.

7. Seller's Property Disclosure Form and Lead Based Paint Disclosure Form. Intentionally Deleted.

8. Seller's Representations and Warranties. Seller does represent, covenant and warrant to Buyer as follows:

8.1. Seller shall not encumber the Property or any part thereof or interest therein, or assign, convey, lease or transfer any part thereof or interest therein. To the best of Seller's knowledge, there is no existing default under any encumbrance on the Property (or any event which, with the passage of time, giving of notice or both, would constitute a default), and Seller shall keep all such encumbrances current until the close of escrow.

8.2. To the best of Seller's knowledge, except as may be reflected in the Title Report, there are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency or any corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Property or the value of the Property or Seller's ability to perform Seller's obligations under this Agreement.

8.3. No work has been performed or is in progress at the Property and no materials have been furnished to the Property for which payment will not be made in a timely manner.

8.4. Subject to the approval of the Chandler City Council by the enactment of an Ordinance authorizing this sale, Seller has full power, authority and legal capacity to execute, deliver, and perform this Agreement and all related documents or instruments. Except as otherwise expressly provided herein, no consent, approval or authorization of any other person or entity is required in connection with Seller's execution or performance of this Agreement.

8.5. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement to which Seller is a party or by which Seller may be bound.

9. Buyer's Representations and Warranties. Buyer does represent, warrant and covenant to Seller as follows:

9.1. Buyer has full power, authority and legal capacity to execute, deliver, and perform this Agreement and all related documents or instruments. Except as otherwise expressly provided herein, no consent, approval or authorization of any other person or entity is required in connection with Buyer's execution or performance of this Agreement.

9.2. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement to which Buyer is a party or by which Buyer may be bound.

10. Costs and Prorations; Distribution of Net Proceeds.

10.1. Seller shall pay the cost of a standard coverage ALTA owner's policy. All escrow fees shall be split equally between Buyer and Seller. Any other costs or expenses shall be paid by the party to whom they are specifically allocated hereunder.

10.2. All real property taxes, rents and assessments shall be prorated through Escrow as of the Close of Escrow, based upon the most current available information.

10.3. Upon Close of Escrow and payment of all costs, expenses, fees, taxes, rents, assessments, real estate commissions and other applicable charges of Seller, the net proceeds to Seller shall be distributed to Seller.

11. No Sales Commissions. Each party represents and warrants to the other that no real estate sales or brokerage commissions or like commissions are or will be due from the other party in connection with this transaction. Further, each party agrees to indemnify and hold harmless the other party for, from and against any and all liability, loss, cost, damage or expense, including but not limited to court costs and reasonable attorneys' fees, resulting from any assertion of a right to a brokerage commission as a consequence of any act or omission of such indemnifying party.

12. Title Insurance Option. Buyer, at its option and cost, may obtain extended coverage title insurance.

13. Non-Foreign Status. If Seller fails to deliver the Non-Foreign Certificate described herein, or in the event Buyer has a reasonable basis for believing that the information contained in any such Non-Foreign Certificate delivered by Seller is false or inaccurate, Buyer shall be entitled to withhold, or to direct Escrow Agent to withhold upon the Close of Escrow, from the sums to be delivered to Seller under Section 3, an amount equal to ten percent (10%) of the Purchase Price, which sum may be paid to the Internal Revenue Service or United States Treasury if Buyer, in Buyer's sole discretion, deems it necessary to make such a delivery of such funds. Notwithstanding the foregoing, any sums withheld upon the Close of Escrow under this Section shall be considered, for all purposes, as having been paid and applied against the Purchase Price hereunder.

14. Risk of Loss. Until the Close of Escrow, Seller shall bear all risk of loss with regard to the Property.

15. Remedies.

15.1. In the event of default by Buyer, Seller may: (i) cancel this Agreement fifteen (15) days after Seller gives written notice to Buyer and Escrow Agent that Buyer is in

default, if within such period such default has not been cured by Buyer; or (ii) proceed with whatever steps Seller may deem necessary in order to enforce the rights and remedies available to Seller under this Agreement, at law or in equity, including, without limitation, the right of specific performance of this Agreement or recover its damages from Buyer.

15.2. In the event of default by Seller, Buyer may: (i) cancel this Agreement fifteen (15) days after Buyer gives written notice to Seller and Escrow Agent that Seller is in default, if within such period such default has not been cured by Seller; or (ii) proceed with whatever steps Buyer may deem necessary in order to enforce the rights and remedies available to Buyer under this Agreement, at law or in equity, including, without limitation, the right of specific performance of this Agreement or recover its damages from Seller.

16. Notices. All notices, consents, approvals and waivers required or permitted hereunder shall be given in writing and shall be effective upon personal delivery or direct facsimile transmission, or three (3) business days after deposit in the U.S. Mail, registered or certified, return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express service. All such notices shall be addressed as follows or to such other address or addresses as the parties or Escrow Agent may from time to time specify in writing delivered as provided in this paragraph:

If to Escrow Agent:	Fidelity National Title Agency, Inc. 2720 E. Camelback Road, Suite 120 Phoenix, AZ 85016 Attn.: Christine Hughes, Office Manager Phone: (480) 214-4550 Email: christine.hughes@fnf.com
If to Seller:	City of Chandler, Real Estate Division P.O. Box 4008, Mail Stop 407 Chandler, Arizona 85244-4008 Attn.: Erich Kuntze, Real Estate Manager Phone: (480) 782-3397 Fax No.: (480) 782-3365 erich.kuntze@chandleraz.gov
With A Copy To:	City of Chandler City Attorney's Office P. O. Box 4008 MS 602 Chandler, AZ 85244-4008 Phone: (480)782-4640 Fax No: (480) 782-4351 jenny.winkler@chanderaz.gov

If to Buyer:

Osborne Real Estate LLC
3714 E. Aspen CT
Gilbert, Az 85234-3123
Attn: William Osborne, Manager
Phone: (602) 527-0777
Email: accounting@osbornestucco.com

17. Further Assurances. Promptly upon the request of the other or upon the request of Escrow Agent, each party shall do such further acts and shall execute, have acknowledged and deliver to the other party or to Escrow Agent, as appropriate, any and all further documents or instruments reasonably requested in order to carry out the intent and purpose of this Agreement.

18. Other Important Provisions.

18.1. Modification and Waiver. Except as expressly provided herein to the contrary, no supplement, modification or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as otherwise expressly provided herein, no waiver shall be binding unless executed in writing by the party making the waiver.

18.2. Exhibits. The Exhibits referred to herein and attached hereto (the "Exhibits") are incorporated herein by reference.

18.3. Litigation Expenses and Attorneys' Fees. In the event of litigation involving this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitation the cost of reasonable attorneys' fees as determined by the judge of the court.

18.4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed invalid or prohibited thereunder, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

18.5. Entire Agreement. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement among the parties. All terms and conditions contained in any other writings previously executed by the parties and all prior and contemporaneous arrangements and understandings between the parties are superseded hereby. No agreements, statements or promises about the subject matter hereof shall be binding or valid unless they are contained herein.

18.6. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

18.7. Counterparts. This Agreement may be executed by the signing in counterparts. The execution of this instrument by each of the parties signing a counterpart hereof shall constitute a valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.

18.8. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona. This Agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511.

18.9. Headings and Construction. The descriptive headings of the paragraphs of this Agreement are inserted only for convenience and shall not define, limit, extend, control or affect the meaning or construction of any provision herein. Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be construed according to its fair meaning and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

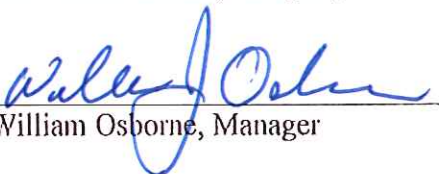
18.10. Survival. Except as expressly set forth herein, all representations, warranties and covenants set forth herein shall survive the Close of the Escrow.

18.11. Time of Essence. Time is of the essence of this Agreement, and Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner.

18.12 Possession. Upon the Close of Escrow, possession of the Property will be transferred to Buyer.


BUYER: OSBORNE REAL ESTATE LLC, an
Arizona limited liability company

SELLER: CITY OF CHANDLER, an
Arizona municipal corporation

By: 
William Osborne, Manager

By: _____
Erich Kuntze, Real Estate Manager

Approved as to form:


Jenny J. Winkler
Assistant City Attorney

ACCEPTED this ____ day of _____, 2021.

FIDELITY NATIONAL TITLE AGENCY, INC.

By: _____
Christine Hughes, Branch Manager/Vice President
2720 E. Camelback Road, Suite 100
Phoenix, AZ 85016

EXHIBIT "A"

PARCEL NO. 1:

BEGINNING at the Southeast corner of Lot 14 WILLIAMS FIELD ROAD BUSINESS PARK, according to Book 176 of Maps page 8, records of Maricopa County, Arizona;

Thence South 89 degrees 58 minutes 45 seconds West along the Southerly line of said Lot 14, a distance of 253.46 feet to the Southwest corner of the said Lot 14; said point also marking the beginning of a curve concave Westerly, and having a radius of 430.00 feet;

Thence Northeasterly along the Westerly line of the Said Lot 14, and along the arc of the said curve through a central angle of 3 degrees 36 minutes 00 seconds a distance of 27.02 feet;

Thence North 89 degrees 58 minutes 45 seconds East 32.00 feet;

Thence South 0 degrees 01 minutes 15 seconds East 11.89 feet;

Thence North 89 degrees 58 minutes 45 seconds East being parallel to the said Southerly line of Lot 14, a distance of 120.26 feet;

Thence North 0 degrees 08 minutes 08 seconds West 85.00 feet;

Thence North 89 degrees 58 minutes 45 seconds East 98.36 feet to a point on the Easterly line of the said Lot 14;

Thence South 0 degrees 21 minutes 41 seconds East 100.00 feet to the **TRUE POINT OF BEGINNING**.

PARCEL NO. 2:

That portion of Lot 14, WILLIAMS FIELD ROAD BUSINESS PARK, according to Book 176 of Maps, Page 8, records of Maricopa County, Arizona, described as follows:

BEGINNING at the Southeast corner of said Lot 14;

Thence North 0 degrees 21 minutes 41 seconds West along the Easterly line of said Lot 14, a distance of 100 feet to the **TRUE POINT OF BEGINNING** of the legal description;

Thence North 0 degrees 21 minutes 41 seconds West, a distance of 85.00 feet;

Thence South 89 degrees 58 minutes 45 seconds West, a distance of 98.02 feet;

Thence South 0 degrees 08 minutes 08 seconds East, a distance of 85.00 feet;

Thence North 89 degrees 58 minutes 45 seconds East, a distance of 98.36 feet to the **TRUE POINT OF BEGINNING**.

EXHIBIT "B"

WHEN RECORDED, RETURN TO:

City Clerk's Office
P.O. Box 4008, Mail Stop 606
Chandler, Arizona 85244-4008

APN: 301-86-116 & 024C
Sec 33, T1 South, R4 East
SAS/RE

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S. §11 - 1134(A)(3)

SPECIAL WARRANTY 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), does hereby grant and convey unto the Osborne Real Estate LLC, an Arizona limited liability company ("Grantee"), that certain real property ("the Property") situated in Maricopa County, Arizona, more particularly described in Exhibit "A" (Legal Description) attached hereto and made a part hereof.

To have and to hold the Property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto, forever, free and clear of all liens, claims and encumbrances, SUBJECT ONLY TO taxes and assessments not yet due and easements of record.

Grantor hereby binds itself and its successors and assigns to warrant and defend the title to the Property as against all acts of Grantor herein and no other, subject to the matters set forth above.

DATED this _____ day of _____, 202__.

GRANTOR: City of Chandler, an Arizona
municipal corporation

By _____
Mayor Kevin Hartke

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me, the undersigned Notary Public, on this ____ day of _____, 202__, by Kevin Hartke, Mayor of the City of Chandler.

Notary Public

My Commission Expires:

APPROVED AS TO FORM:

Assistant City Attorney

A.R.S. § 41-313(C) DISCLOSURES

Description of document this notarial certificate is being attached to:	
Type/Title	Special Warranty Deed
Date of Document	
Number of Pages	(which includes Exhibit "A")
Add'l Signers (other than those named in the notarial certificate.)	None

Exhibit "A"
(Legal Description)

PARCEL NO. 1:

BEGINNING at the Southeast corner of Lot 14 WILLIAMSFIELD ROAD BUSINESS PARK, according to Book 176 of Maps page 8, records of Maricopa County, Arizona;

Thence South 89 degrees 58 minutes 45 seconds West along the Southerly line of said Lot 14, a distance of 253.46 feet to the Southwest corner of the said Lot 14; said point also marking the beginning of a curve concave Westerly, and having a radius of 430.00 feet;

Thence Northeasterly along the Westerly line of the Said Lot 14, and along the arc of the said curve through a central angle of 3 degrees 36 minutes 00 seconds a distance of 27.02 feet;

Thence North 89 degrees 58 minutes 45 seconds East 32.00 feet;

Thence South 0 degrees 01 minutes 15 seconds East 11.89 feet;

Thence North 89 degrees 58 minutes 45 seconds East being parallel to the said Southerly line of Lot 14, a distance of 120.26 feet;

Thence North 0 degrees 08 minutes 08 seconds West 85.00 feet;

Thence North 89 degrees 58 minutes 45 seconds East 98.36 feet to a point on the Easterly line of the said Lot 14;

Thence South 0 degrees 21 minutes 41 seconds East 100.00 feet to the **TRUE POINT OF BEGINNING**.

PARCEL NO. 2:

That portion of Lot 14, WILLIAMS FIELD ROAD BUSINESS PARK, according to Book 176 of Maps, Page 8, records of Maricopa County, Arizona, described as follows:

BEGINNING at the Southeast corner of said Lot 14;

Thence North 0 degrees 21 minutes 41 seconds West along the Easterly line of said Lot 14, a distance of 100 feet to the **TRUE POINT OF BEGINNING** of the legal description;

Thence North 0 degrees 21 minutes 41 seconds West, a distance of 85.00 feet;

Thence South 89 degrees 58 minutes 45 seconds West, a distance of 98.02 feet;

Thence South 0 degrees 08 minutes 08 seconds East, a distance of 85.00 feet;

Thence North 89 degrees 58 minutes 45 seconds East, a distance of 98.36 feet to the **TRUE POINT OF BEGINNING.**

EXHIBIT "C"

NON-FOREIGN CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding tax is not required upon the disposition of a U.S. real property interest by City of Chandler, an Arizona municipal corporation ("Seller"), the undersigned hereby certifies the following to the City of Chandler, an Arizona municipal corporation.

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller's U.S. Employer Identification Number is _____; and
3. Seller's office address is _____.

Seller understands that this certificate may be disclosed to the Internal Revenue Service by the transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated this _____ day of _____, 202____.

City of Chandler, an Arizona municipal
corporation

By _____
Its _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, who acknowledged that they are the _____ of the City of Chandler, an Arizona municipal corporation and acknowledged that being authorized to do so, executed the foregoing document for the purposes therein contained.

Notary Public

My commission expires:



City Council Memorandum Public Works & Utilities Memo No. RE22-018

Date: January 10, 2022
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: Stephen Shea, Real Estate Specialist
Subject: Final Adoption of Ordinance No. 4998 Granting an Irrigation Easement to Roosevelt Water Conservation District, at No Cost, for Irrigation Facilities

Proposed Motion:

Move City Council approve final adoption of Ordinance No. 4998, granting an irrigation easement to Roosevelt Water Conservation District, at no cost, for irrigation facilities that were relocated as part of an agreement for City participation in offsite construction costs for the Whispering Heights Subdivision located at Chandler Heights Road and Lindsay Road.

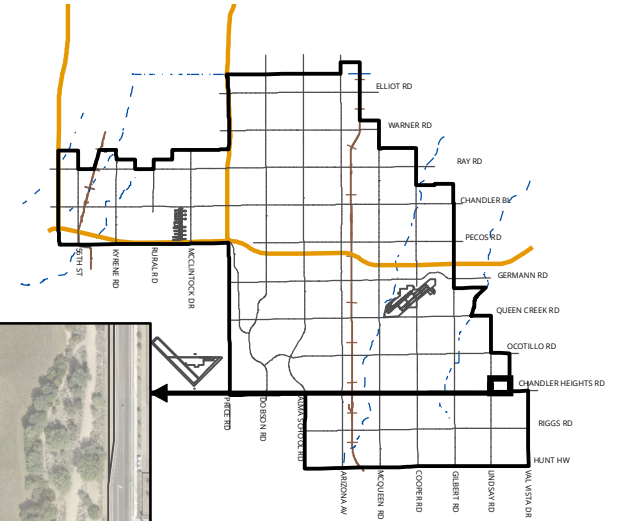
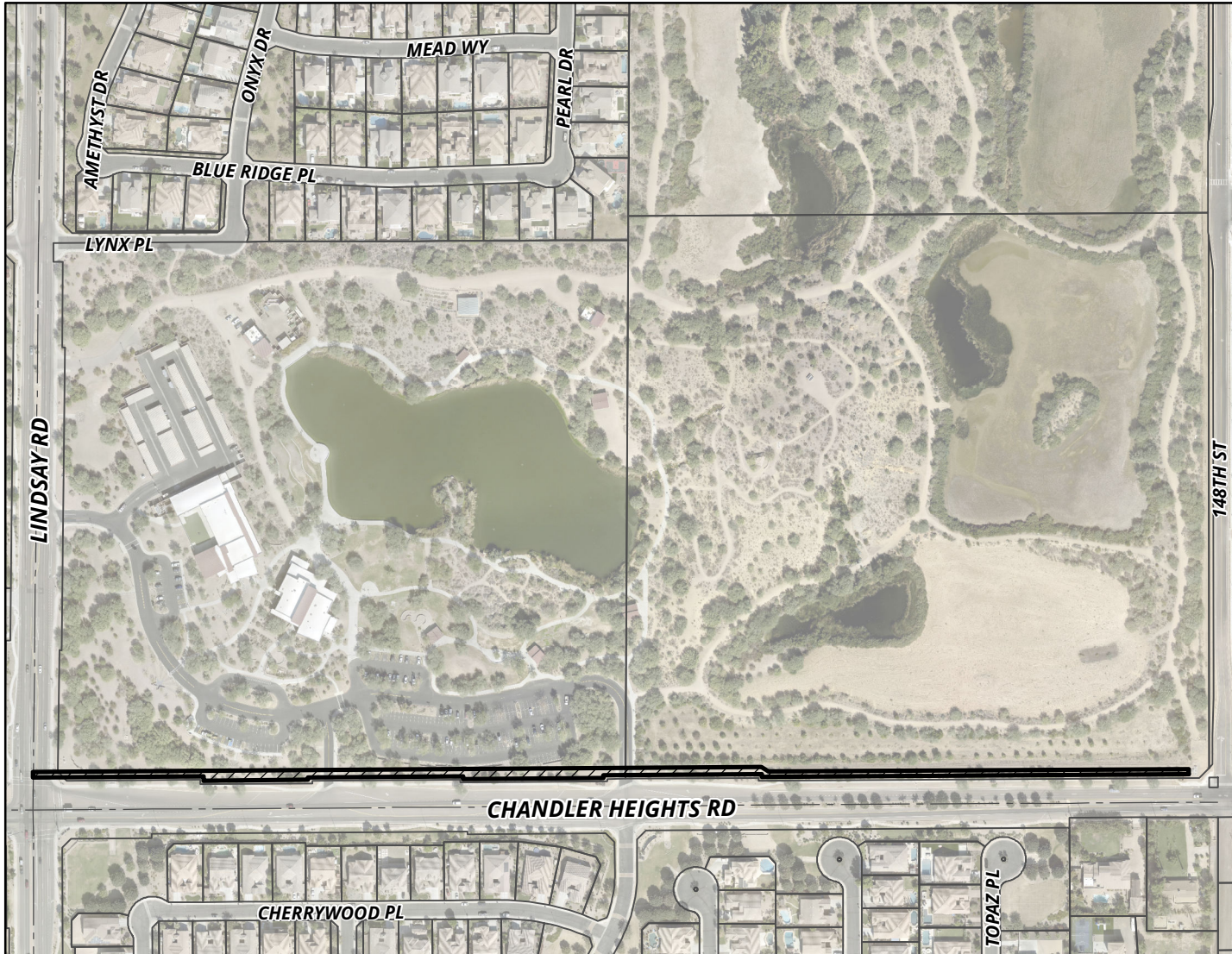
Background:

On June 20, 2006, the City of Chandler and Brown Family Communities (the "Developer") entered into an Offsite Construction Costs Agreement (the "Agreement"). The Agreement required the City to reimburse the Developer for the construction of certain offsite improvements that exceeded the Developer's obligation. One offsite improvement included the relocation of the Roosevelt Water Conservation District (RWCD) irrigation facilities along the north side of Chandler Heights Road from 100 feet west of Lindsay Road to approximately ½ mile east of Lindsay Road. The City determined during recent review of project documents that it has not yet granted an easement for the relocated irrigation facilities. Because the relocation of the irrigation facilities exceeded the Developer's obligation and was a requirement of the Agreement, the irrigation facilities easement will be granted at no cost to RWCD.

Staff has reviewed and approved the easement and legal description.

This Ordinance was introduced and tentatively adopted on December 9, 2021.

RWCD IRRIGATION FACILITIES EASEMENT



MEMO NO. RE22-018

ORDINANCE NO. 4998

 IRRIGATION EASEMENT



ORDINANCE NO. 4998

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING AN IRRIGATION EASEMENT TO ROOSEVELT WATER CONSERVATION DISTRICT, AT NO COST, FOR IRRIGATION FACILITIES THAT WERE RELOCATED AS PART OF AN AGREEMENT FOR CITY PARTICIPATION IN OFFSITE CONSTRUCTION COSTS FOR THE WHISPERING HEIGHTS SUBDIVISION LOCATED AT CHANDLER HEIGHTS ROAD AND LINDSAY ROAD

WHEREAS, on June 20, 2006, the City of Chandler and Brown Family Communities (the "Developer") entered into an Agreement FOR City Participation in Offsite Construction Costs (the "Agreement"); and

WHEREAS, the Agreement required the City to reimburse the Developer for construction of offsite improvements that exceeded the Developer's offsite improvement obligation (the "Improvements"); and

WHEREAS, the Improvements included the relocation of Roosevelt Water Conservation District (RWCD) irrigation facilities along the north side of Chandler Heights Road from 100 feet west of Lindsay to approximately ½ mile east of Lindsay Road; and

WHEREAS, the Agreement further requires that the City grant RWCD an easement for the relocated irrigation facilities; and

WHEREAS, City determined during a recent review of project documents that it has not yet granted an easement for the relocated irrigation facilities.

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

Section 1. That the City Council of the City of Chandler, Arizona, authorizes and approves the granting of an irrigation easement to RWCD, 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 irrigation easement shall be in a 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 irrigation 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.4998 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 the vote was ____ ayes, and ____ nays.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY





Exhibit "A"
Legal Description
RWCD LATERAL 17 EASEMENT
CITY OF CHANDLER

Job No. 18-008.77

July 11, 2019

A portion of the Southwest Quarter of Section 20, Township 2 South, Range 6 East of the Gila and Salt River Meridian, Maricopa County, Arizona;

COMMENCING at a brass cap in handhole at the south quarter-corner of said Section 20, from which a brass cap in handhole at the southwest corner of said Section 20 bears South 89 degrees 37 minutes 54 seconds West, 2655.03 feet;

thence South 89 degrees 37 minutes 54 seconds West, along the south line of said Southwest Quarter, 64.25 feet;

thence North 0 degrees 22 minutes 06 seconds West, 63.00 feet to a point on the north line of the south 63.00 feet of said Southwest Quarter, said point being the POINT OF BEGINNING;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 956.74 feet;

thence North 0 degrees 22 minutes 06 seconds West, 6.00 feet to a point on the north line of the south 69.00 feet of said Southwest Quarter;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 355.50 feet;

thence South 0 degrees 22 minutes 06 seconds East, 6.00 feet to a point on the north line of the south 63.00 feet of said Southwest Quarter;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 313.39 feet;

thence North 0 degrees 22 minutes 06 seconds West, 6.00 feet to a point on the north line of the south 69.00 feet of said Southwest Quarter;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 347.50 feet;



thence South 0 degrees 22 minutes 06 seconds East, 6.00 feet to a point on the north line of the south 63.00 feet of said Southwest Quarter;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 234.19 feet;

thence North 0 degrees 22 minutes 06 seconds West, 10.00 feet to a point on the north line of the south 73.00 feet of said Southwest Quarter;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 382.27 feet to a point on the west line of said Southwest Quarter;

thence North 0 degrees 33 minutes 46 seconds East, along said west line, 12.00 feet to a point on the north line of the south 85.00 feet of said Southwest Quarter;

thence North 89 degrees 37 minutes 54 seconds East, along said north line, 1630.98 feet;

thence South 58 degrees 20 minutes 10 seconds East, 18.85 feet to a point on the north line of the south 75.00 feet of said Southwest Quarter;

thence North 89 degrees 37 minutes 54 seconds East, along said north line, 942.44 feet to a point on the west line of a RWCD Irrigation Facilities Easement recorded as Document No. 2019-0380686, Maricopa County records;

thence South 0 degrees 22 minutes 06 seconds East, along said west line, 12.00 feet to the POINT OF BEGINNING.

Contains 39,425 square feet 0.9051 acres, more or less.



EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201

Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2018\18-008\18-008.77-RWCD-17-COC-Chandler-Heights-Gilbert to Val Vista\Legal Survey\Legals\18-008.77
RWCD - Legal.docx

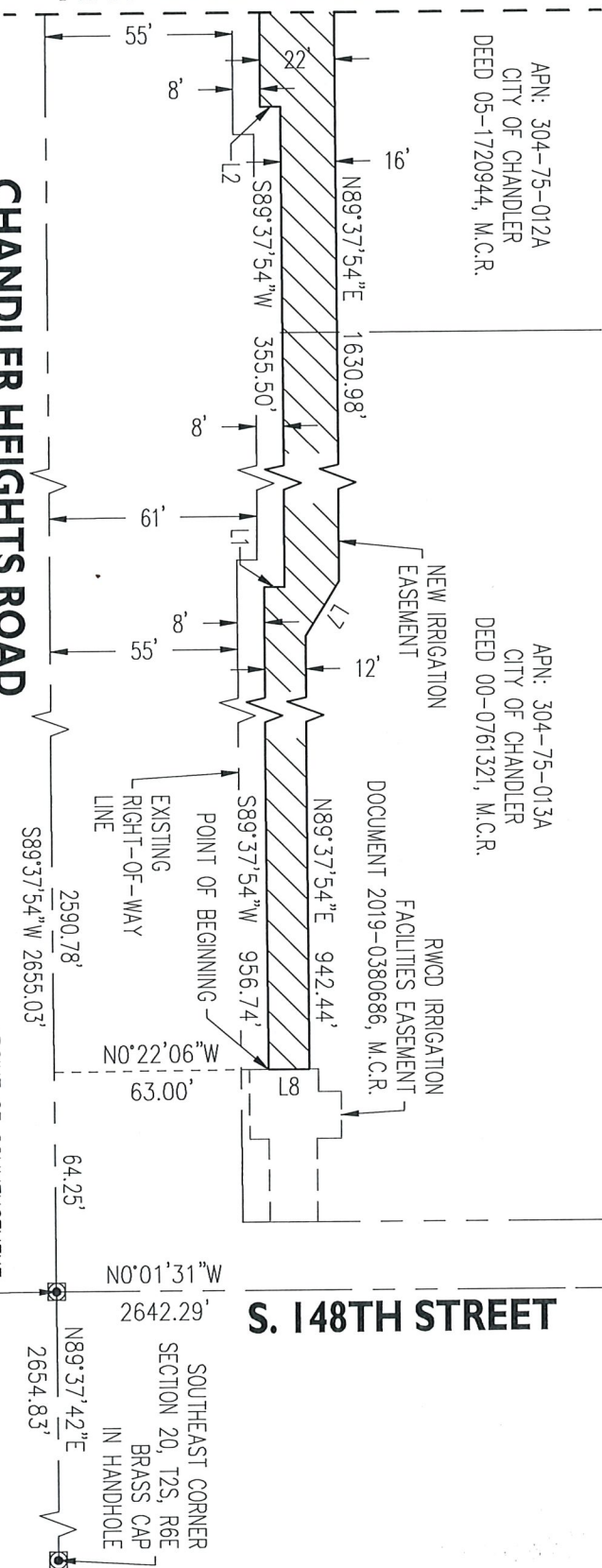
MATCH LINE SEE SHEET 2

APN: 304-75-012A
CITY OF CHANDLER
DEED 05-1720944, M.C.R.

APN: 304-75-013A
CITY OF CHANDLER
DEED 00-0761321, M.C.R.

CENTER QUARTER-CORNER
SECTION 20, T2S, R6E
REBAR WITH CAP "RLS 42937"

CHANDLER HEIGHTS ROAD

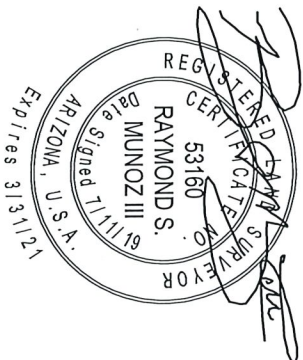


POINT OF COMMENCEMENT
SOUTH QUARTER-CORNER
SECTION 20, T2S, R6E
BRASS CAP IN HANDHOLE

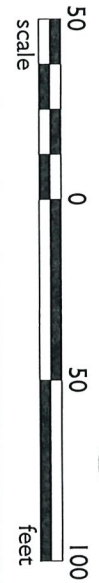
SOUTHEAST CORNER
SECTION 20, T2S, R6E
BRASS CAP
IN HANDHOLE

LINE	BEARING	LENGTH
L1	N00°22'06"W	6.00'
L2	S00°22'06"E	6.00'

LINE	BEARING	LENGTH
L7	S58°20'10"E	18.85'
L8	S00°22'06"E	12.00'



SHEET 1 OF 3



www.epsgroupinc.com

EXHIBIT

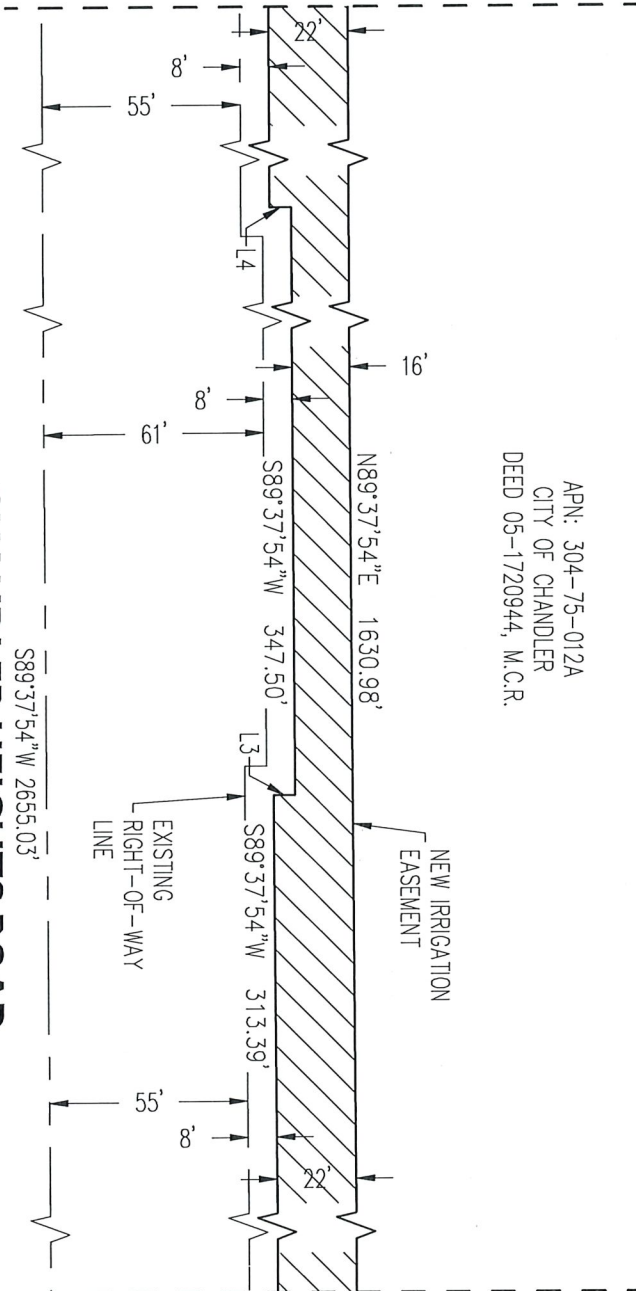
RWCD LATERAL 17 EASEMENT
CITY OF CHANDLER



18-088-77

APN: 304-75-012A
CITY OF CHANDLER
DEED 05-1720944, M.C.R.

MATCH LINE SEE SHEET 3



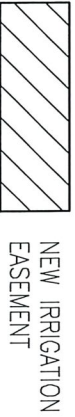
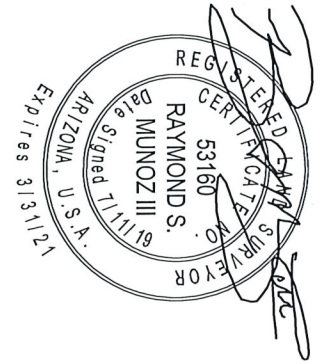
MATCH LINE SEE SHEET 1

CHANDLER HEIGHTS ROAD

S89°37'54" W 2655.03'

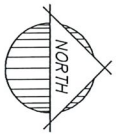
LINE TABLE

LINE	BEARING	LENGTH
L3	N00°22'06"W	6.00'
L4	S00°22'06"E	6.00'



18-088-77

SHEET 2 OF 3



www.epsgroupinc.com

EXHIBIT

RWCD LATERAL 17 EASEMENT
CITY OF CHANDLER



WEST QUARTER CORNER
SECTION 20, T2S, R6E
FOUND BRASS CAP FLUSH

APN: 304-75-012A
CITY OF CHANDLER
DEED 05-1720944, M.C.R.

S LINDSAY ROAD

N0°33'46"E 2647.67'
73.01'

SOUTHWEST CORNER
SECTION 20, T2S, R6E
BRASS CAP IN HANDHOLE

CHANDLER HEIGHTS ROAD

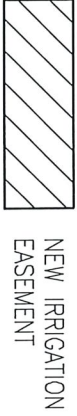
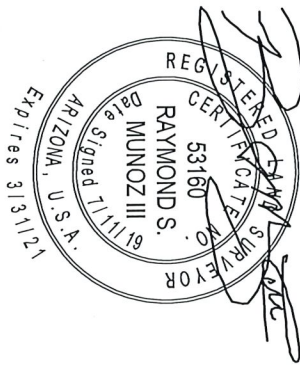
S89°37'54"W 2655.03'

MATCH LINE SEE SHEET 2

EXISTING
RIGHT-OF-WAY
LINE

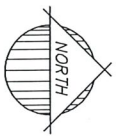
NEW IRRIGATION
EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L5	N00°22'06"W	10.00'
L6	N00°33'46"E	12.00'



18-088-77

SHEET 3 OF 3



www.epsgroupinc.com

EXHIBIT

RWCD LATERAL 17 EASEMENT
CITY OF CHANDLER



EXHIBIT "B"

WHEN RECORDED RETURN TO:

Roosevelt Water Conservation District
P.O. Box 100
15400 S. Higley Road
Higley, AZ 85236

ROOSEVELT WATER CONSERVATION DISTRICT IRRIGATION FACILITIES EASEMENT

(COC Chandler Heights II - RWCD Lat 17 3.5W-3W (COC Veterans Oasis Park))

SW¼ S20 T2S R6E
Maricopa County G&SRM

CITY OF CHANDLER, a municipal corporation ("Grantor"), for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **ROOSEVELT WATER CONSERVATION DISTRICT**, an Arizona irrigation and water conservation district organized and existing under the laws of the State of Arizona, its employees, agents, contractors, co-owners, participants, licensees and permittees, and its and their respective successors and assignees, whether in whole or in part (collectively, "Grantee"), a non-exclusive easement ("Easement") in, on, over, across, upon, and under the lands described in Exhibit A attached hereto (hereinafter "Easement Property") for the purposes of construction, installation, maintenance, operation, repair, reconstruction, replacement, removal, and access to and improvement of irrigation system facilities, which include, but are not limited to, sub-surface and surface piping, turnouts, gates, ditches and access roadways, and other appliances, appurtenances, and fixtures associated with the transmission, distribution, and delivery of water and other related purposes (collectively, "Facilities"), at such locations and elevations over, across, under, and upon the Easement Property as Grantee may now or in the future deem convenient or necessary, together with the right of vehicular and pedestrian ingress and egress through and within the Easement Property as Grantor may now or in the future deem convenient or necessary.

The lands over, across, under, and upon which this Easement is granted are situated in the County of Maricopa, State of Arizona, in portions of the of the Southwest ¼ of Section 20, Township 2 South, Range 6 East of the Gila and Salt River Meridian, as are more particularly described in Exhibit A attached hereto.

Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Property for any purpose consistent with the rights and privileges above granted, provided, however, that such use shall not unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Easement Property or the Facilities, or endanger any of the Facilities or the use thereof.

If Grantee records a document to formally abandon the Easement Grantee's rights hereunder to the part or the property abandoned shall cease and Grantee's rights to the part of the property abandoned shall revert to Grantor.

The covenants and agreements in this Easement shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on, Grantee and Grantor and their respective successors (including successors in ownership and estate), assigns, and lessees.

Notice is given that excavation and related activity within the Easement Property may be subject to compliance with Arizona's Underground Facilities Act, A.R.S. §§ 40-360.21, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this Irrigation System Facilities Easement Agreement as of the dates shown below.

GRANTOR:
CITY OF CHANDLER, an Arizona municipal corporation

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by _____, the _____ of the CITY OF CHANDLER, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the municipal corporation for the purposes therein contained.

My Commission Expires:

Notary Public

APPROVED AS TO FORM

CITY ATTORNEY 

GRANTEE:
ROOSEVELT WATER CONSERVATION DISTRICT

By: _____
Shane M. Leonard, General Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this ____ day of _____, 2021, the foregoing instrument was acknowledged before me by Shane M. Leonard, the General Manager of the ROOSEVELT WATER CONSERVATION DISTRICT, an irrigation district organized and existing under the laws of the State of Arizona ("RWCD"), on behalf of RWCD.

My Commission Expires:

Notary Public

Exhibit A
to
Irrigation System Facilities Easement Agreement

DESCRIPTION OF IRRIGATION SYSTEM FACILITIES EASEMENT PROPERTY

[To Be Attached]



**Legal Description
RWCD LATERAL 17 EASEMENT
CITY OF CHANDLER**

Job No. 18-008.77

July 11, 2019

A portion of the Southwest Quarter of Section 20, Township 2 South, Range 6 East of the Gila and Salt River Meridian, Maricopa County, Arizona;

COMMENCING at a brass cap in handhole at the south quarter-corner of said Section 20, from which a brass cap in handhole at the southwest corner of said Section 20 bears South 89 degrees 37 minutes 54 seconds West, 2655.03 feet;

thence South 89 degrees 37 minutes 54 seconds West, along the south line of said Southwest Quarter, 64.25 feet;

thence North 0 degrees 22 minutes 06 seconds West, 63.00 feet to a point on the north line of the south 63.00 feet of said Southwest Quarter, said point being the POINT OF BEGINNING;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 956.74 feet;

thence North 0 degrees 22 minutes 06 seconds West, 6.00 feet to a point on the north line of the south 69.00 feet of said Southwest Quarter;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 355.50 feet;

thence South 0 degrees 22 minutes 06 seconds East, 6.00 feet to a point on the north line of the south 63.00 feet of said Southwest Quarter;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 313.39 feet;

thence North 0 degrees 22 minutes 06 seconds West, 6.00 feet to a point on the north line of the south 69.00 feet of said Southwest Quarter;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 347.50 feet;



thence South 0 degrees 22 minutes 06 seconds East, 6.00 feet to a point on the north line of the south 63.00 feet of said Southwest Quarter;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 234.19 feet;

thence North 0 degrees 22 minutes 06 seconds West, 10.00 feet to a point on the north line of the south 73.00 feet of said Southwest Quarter;

thence South 89 degrees 37 minutes 54 seconds West, along said north line, 382.27 feet to a point on the west line of said Southwest Quarter;

thence North 0 degrees 33 minutes 46 seconds East, along said west line, 12.00 feet to a point on the north line of the south 85.00 feet of said Southwest Quarter;

thence North 89 degrees 37 minutes 54 seconds East, along said north line, 1630.98 feet;

thence South 58 degrees 20 minutes 10 seconds East, 18.85 feet to a point on the north line of the south 75.00 feet of said Southwest Quarter;

thence North 89 degrees 37 minutes 54 seconds East, along said north line, 942.44 feet to a point on the west line of a RWCD Irrigation Facilities Easement recorded as Document No. 2019-0380686, Maricopa County records;

thence South 0 degrees 22 minutes 06 seconds East, along said west line, 12.00 feet to the POINT OF BEGINNING.

Contains 39,425 square feet 0.9051 acres, more or less.



EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201

Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2018\18-008\18-008.77-RWCD-17-COC-Chandler-Heights-Gilbert to Val Vista\Legal Survey\Legals\18-008.77
RWCD - Legal.docx

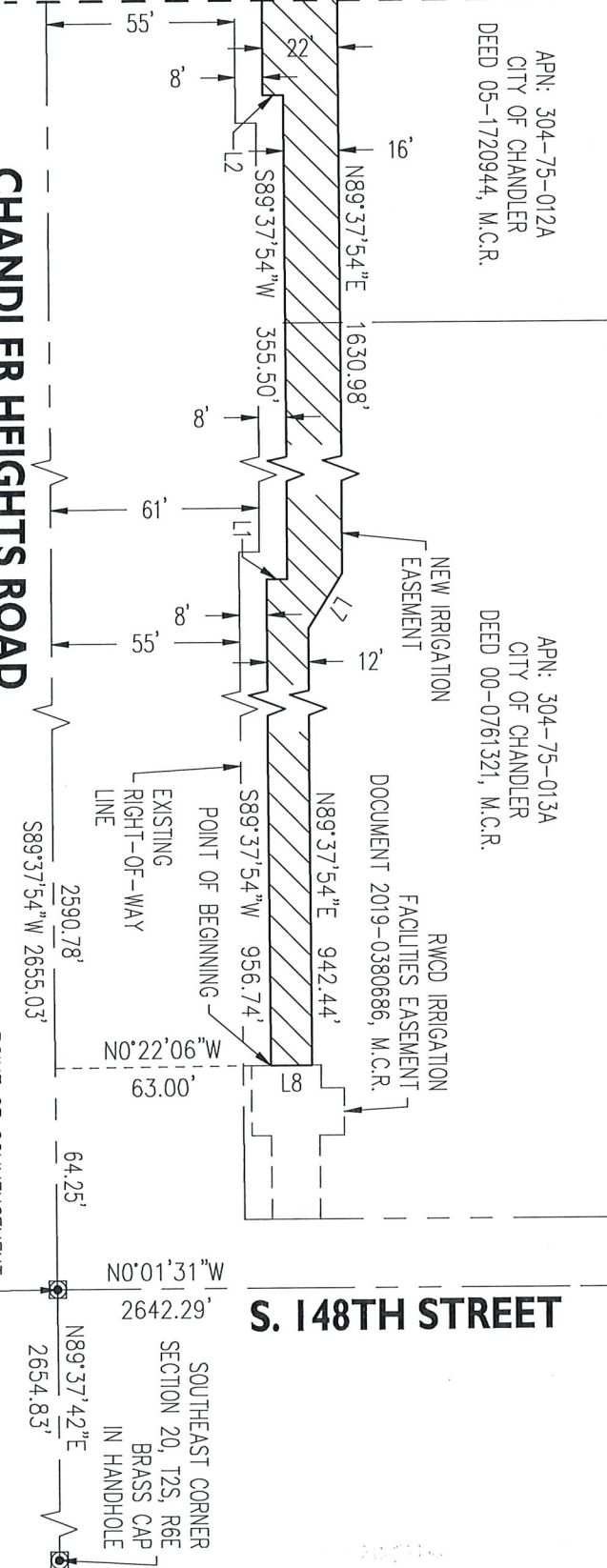
MATCH LINE SEE SHEET 2

APN: 304-75-012A
CITY OF CHANDLER
DEED 05-1720944, M.C.R.

APN: 304-75-013A
CITY OF CHANDLER
DEED 00-0761321, M.C.R.

CENTER QUARTER-CORNER
SECTION 20, T2S, R6E
REBAR WITH CAP "RLS 42937"

CHANDLER HEIGHTS ROAD



POINT OF COMMENCEMENT
SOUTH QUARTER-CORNER
SECTION 20, T2S, R6E
BRASS CAP IN HANDHOLE

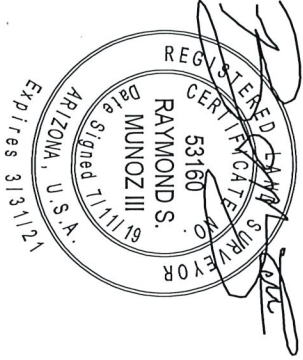
SOUTHEAST CORNER
SECTION 20, T2S, R6E
BRASS CAP
IN HANDHOLE

LINE TABLE

LINE	BEARING	LENGTH
L1	N00°22'06\"W	6.00'
L2	S00°22'06\"E	6.00'

LINE TABLE

LINE	BEARING	LENGTH
L7	S58°20'10\"E	18.85'
L8	S00°22'06\"E	12.00'



NEW IRRIGATION
EASEMENT

18-088-77

EXHIBIT

RWCD LATERAL 17 EASEMENT
CITY OF CHANDLER

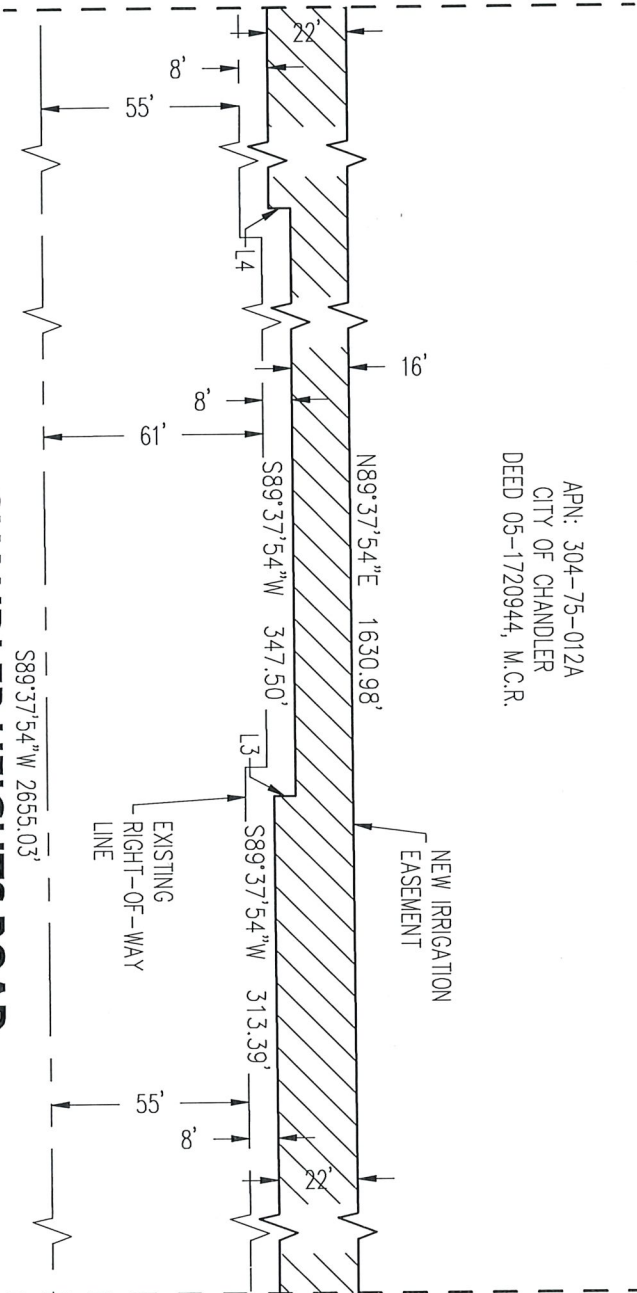
SHEET 1 OF 3



www.epsgroupinc.com



MATCH LINE SEE SHEET 3



APN: 304-75-012A
CITY OF CHANDLER
DEED 05-1720944, M.C.R.

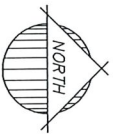
MATCH LINE SEE SHEET 1

CHANDLER HEIGHTS ROAD

S89°37'54"W 2655.03'

LINE TABLE

LINE	BEARING	LENGTH
L3	N00°22'06"W	6.00'
L4	S00°22'06"E	6.00'



www.epsgroupinc.com



NEW IRRIGATION
EASEMENT

18-088-77

EXHIBIT

RWCD LATERAL 17 EASEMENT
CITY OF CHANDLER



WEST QUARTER CORNER
SECTION 20, T2S, R6E
FOUND BRASS CAP FLUSH

S LINDSAY ROAD

APN: 304-75-012A
CITY OF CHANDLER
DEED 05-1720944, M.C.R.

N0°33'46"E 2647.67'
73.01'

SOUTHWEST CORNER
SECTION 20, T2S, R6E
BRASS CAP IN HANDHOLE

CHANDLER HEIGHTS ROAD

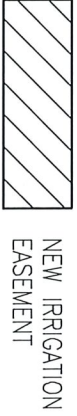
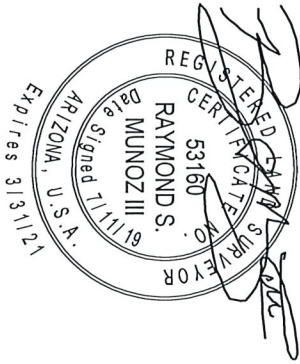
S89°37'54"W 2655.03'

NEW IRRIGATION
EASEMENT

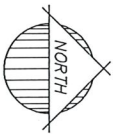
EXISTING
RIGHT-OF-WAY
LINE

MATCH LINE SEE SHEET 2

LINE TABLE		
LINE	BEARING	LENGTH
L5	N00°22'06"W	10.00'
L6	N00°33'46"E	12.00'



SHEET 3 OF 3



www.epsgroupinc.com

18-088-77

EXHIBIT

RWCD LATERAL 17 EASEMENT
CITY OF CHANDLER





City Council Memorandum Mayor and Council Memo No. 22-002

Date: January 10, 2022
To: Vice Mayor and Council
From: Mayor Kevin Hartke
Subject: Election of Vice Mayor for a One-Year Term

Proposed Motion:

Move that the City Council elect a Vice Mayor of the Council with a term beginning January 14, 2022, and ending January 12, 2023.

Background/Discussion

This item is presented for the City Council to make its annual selection of a Vice Mayor of the Council. The City Charter, Article 2, Section 2.03(b), calls for the Council to elect among its members a Vice Mayor who shall act as Mayor during the temporary absence or disability of the Mayor.



City Council Memorandum Development Services Memo No.

Date: January 10, 2022
To: Mayor and Council
From: Development Services Department
Subject: Study Session & Regular Meeting Minutes of November 17, 2021, Planning and Zoning Commission

Attachments

November17, 2021 Study Session Minutes
November17, 2021 Regular Minutes

Meeting Minutes

Planning and Zoning Commission

Study Session

November 17, 2021 | 4:30 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ



Call to Order

The meeting was called to order by Chairman Heumann at 4:31 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chairman David Rose
Commissioner George Kimble
Commissioner Erik Morgan
Commissioner Sherri Koshiol
Commissioner Michael Quinn

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Dana Alvidrez, City Transportation Engineer
Lauren Schumann, Senior City Planner
Benjamin Cereceres, City Planner
Zachary Werdean, City Planner
Harley Mehlhorn, Associate Planner
Thomas Allen, Assistant City Attorney
Michelle Reeder, Clerk
Julie San Miguel, Clerk

Consent Agenda and Discussion

1. October 20, 2021, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of October 20, 2021, and Regular Meeting of October 20, 2021.

CHAIRMAN HEUMANN confirmed there were no corrections or changes to the minutes.

2. PLH21-0005/PLT21-0004 THE VILLAGE AT HAMILTON LANDING

BENJAMIN CERECERES, CITY PLANNER presented details regarding the request rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for single-family attached

residential, Preliminary Development Plan for subdivision layout and housing product, and preliminary plat approval on approximately 7.3 acres. The subject property is located on the southwest corner of McQueen and Willis Roads.

BENJAMIN CERECERES, CITY PLANNER clarified the setbacks in the staff report.

CHAIRMAN HEUMANN asked why the two neighbors were in opposition to the item.

BEN CERECERES, CITY PLANNER explained the concerns expressed by one neighbor was parking and traffic congestion. He further explained Staff informed the resident, a total of 135 parking spaces will be provided on site and a traffic statement was provided by the developer and has been reviewed and accepted by traffic engineering. He stated the second neighbor was concerned no city services were offered to the residents to the north and he was hoping the developer could accommodate.

CHAIRMAN HEUMANN noted the stipulations for this item are common for developments next to the freeway and asked if the wall on the south side will be raised.

BEN CERECERES, CITY PLANNER responded the south side wall will be staying as is.

CHAIRMAN HEUMANN is concerned with parking on the site. He stated there are similar projects in the city with a one car garage and two tandem spaces and the garages are typically used for storage instead of parking and due to the tandem spaces there is an issue of your car getting blocked if you are the first person home. He asked where overflow parking would go and asked if parking was not allowed on Willis Road.

BEN CERECERES, CITY PLANNER confirmed parking is not allowed on Willis Road.

CHAIRMAN HEUMANN stated he is concerned with parking, although it is supposedly over parked. He explained, when you have tandem spaces, someone is getting blocked and your constantly moving cars with your spouse to leave.

BEN CERECERES, CITY PLANNER explained there are a total of 135 parking spaces being provided by the Applicant and per city code 75 parking spaces are required. He further stated there will be 25 parking spaces on street parking and the previously mentioned product, Brighton Place has the equivalent or something very similar in place.

CHAIRMAN HEUMANN asked if Brighton Place was a rental property.

BEN CERECERES, CITY PLANNER confirmed, Brighton Place is a rental property.

CHAIRMAN HEUMANN mentioned because Brighton Place is a rental property, they have more conditions. He is concerned three spaces are counted for each unit as a double driveway is not provided. He explained, when you have a double driveway, it counts for two parking spaces and 36 of these spaces could be counted out because it is not a double driveway. He is afraid parking is going to be a tight situation as only one side of the street can be used for parking and the other is a fire lane. He asked for the average size of the homes.

BEN CERECERES, CITY PLANNER presented an exhibit regarding parking and stated the average unit is approximately 1,200 square feet.

CHAIRMAN HEUMANN asked if one side of the street will be a designated fire lane.

BEN CERECERES, CITY PLANNER responded he is not sure, but the City's Traffic Engineer is here and available for questions.

VICE CHAIRMAN ROSE mentioned this is a tough little project and asked for background regarding the sections to be annexed.

BEN CERECERES, CITY PLANNER presented the corresponding exhibit and pointed out the sections currently within the city and the county areas with proposed annexations.

VICE CHAIRMAN ROSE asked if the housing development will be gated.

BEN CERECERES, CITY PLANNER responded it would not be gated.

3. PLH21-0078 POLLACK BUSINESS PARK NORTH 1 & 2

BENJAMIN CERECERES, CITY PLANNER presented details regarding the Request to amend the Planned Area Development zoning by removing a limitation on sign colors. The subject site consists of five buildings located at 3205 through 3245 N. Arizona Avenue, generally located north of the northeast corner of Arizona Avenue and Elliot Road.

COMMISSIONER MORGAN asked what was the intention of limiting the colors to red and blue.

BEN CERECERES, CITY PLANNER responded researched was conducted and a reason could not be found. He asked Chairman Heumann if was familiar with the reason.

CHAIRMAN HEUMANN stated he believes it was added by the Applicant at the time. He further stated this has been around for nearly twenty years and Applicant may have added it to keep it clean and not to risk different colors and combinations.

4. PLH21-0065 AIRSTREAM OF CHANDLER

HARLEY MEHLHORN, ASSOCIATE PLANNER presented details regarding the request to amend the Planned Area Development (PAD) zoning for Community Commercial (C-2) uses to permit indoor motor vehicle sales, indoor motor vehicle repair including body work, and limited short term overnight stays for recreational vehicles. The existing development is located at 1375 S. Arizona Avenue, generally located on the southeast corner of Arizona Avenue and the Loop 202 Santan Freeway.

An Addendum Memo was presented to the Commission with an added stipulation reflected under #9.

CHAIRMAN HEUMANN mentioned Chandler has a lot of centers where the landscaping has gone downhill and asked if there is landscaping that needs to be brought up to meet the standards that were approved twenty years ago.

HARLEY MEHLHORN, ASSOCIATE PLANNER responded as part of the administrative design review it was looked at and the Applicant is bringing the landscaping up to our standard.

CHAIRMAN HEUMANN asked Staff to clarify the concern of the person who had issues with the site.

HARLEY MEHLHORN, ASSOCIATE PLANNER stated the concern was regarding potential difficulties with people camping. He further stated the added stipulation will increase regulations and after the Applicant discussed this with the resident the concern was alleviated regarding that aspect.

COMMISSIONER KIMBLE mentioned he liked the project and that it came together nicely. He asked what if would happen if the Commission recommended denial, since the business is already in operation.

HARLEY MEHLHORN, ASSOCIATE PLANNER responded currently recreational vehicle sales and storage is a permitted use. He stated it was after Staff discovered uses that were not permitted under their current designation that the Applicant sought rezoning. The Applicant was unaware of the aspects and are going through the process.

CHAIRMAN HEUMANN stated he spoke to the Applicant and appreciated the added stipulation as one of his concerns was overnight parking. He further stated the stipulation is clear to prevent a campground with parties in the business center. He explained the Applicant will have a contract with people who are receiving services, so they will know the rules and regulations and it will be backed by the City. He thanked Staff for working with the Applicant.

5. PLH21-0041 Treeland by Tri Pointe Homes

LAUREN SCHUMANN, SENIOR CITY PLANNER presented details regarding the Request Preliminary Development Plan approval for housing product. The approximate 25-acre subdivision is located at the southwest corner of Chandler Heights Road and 124th Street.

VICE CHAIRMAN ROSE stated he is happy with the way the housing product turned out. He thanked the Applicant for listening to the concerns and reacting accordingly.

CHAIRMAN HEUMANN mentioned since this is a Preliminary Development Plan, this has nothing to do with 122nd Street or 124th Street and we went through that months ago. He thanked the Applicant for stepping up to the plate and adding changes after Design Review Committee. He asked if the light features and things like that were standard or optional.

LAUREN SCHUMANN, SENIOR CITY PLANNER confirmed they are not optional.

CHAIRMAN HEUMANN explained he wanted to make sure because sometimes images are presented with options that cost extra and the homes do not get built the same as the images presented. He stated the Applicant has done a nice job and thanked Staff and the Applicant for working together.

6. PLH21-0035 VERIZON PHO TWELVE OAKS

ZACHARY WERDEAN, CITY PLANNER stated the Applicant is requesting additional time to update exhibits for the Use Permit to modify and relocate an existing wireless facility.

7. PLH21-0054 GOOD TIME CHARLI'S

ZACHARY WERDEAN, CITY PLANNER presented details regarding the requested Entertainment Use Permit approval to allow live entertainment indoors and live acoustic music on an outdoor patio. The restaurant is located at 6045 W Chandler Blvd., Suite 7, generally located on the southwest corner of Chandler Blvd. & Kyrene Road.

COMMISSIONER MORGAN asked Staff to explain the specifics about the noise complaints, if there were any known causes, how frequent were the complaints, and if there were any resolutions.

CHAIRMAN HEUMANN stated there is more history than what was presented tonight and this property was once The Regal Beagle. He further stated The Regal Beagle is one of two properties that he has seen have their Use Permit pulled. He explained after Good Time Charli's took it over, although they have done a better job, there were some issues with the neighbors to the east due to sound traveling. He stated there were serious concerns over the years and a one-year time stipulation is appropriate. He noted the self-closing door on the east side and stated he wants the

Applicant to know the property has a history and the neighbors are vocal, therefore, it is imperative to follow the rules. He mentioned with new ownership, things can change and stated the business has been successful for the last couple of years, aside from a couple minor things. He thanked Staff and the Applicant for working through the issues.

COMMISSIONER MORGAN mentioned on previous Use Permits seen by the Commission there has been a contact person for when issues happen and asked if the Applicant had one.

CHAIRMAN HEUMANN stated that is included in the stipulations. He explained that specific stipulation has been added to cases for at least ten years to ensure someone is able to pick up the phone. He stated the stipulation prevents the problem of someone disregarding callers if the business is contacted by phone.

ZACHARY WERDEAN, CITY PLANNER stated even though Charli is no longer the owner of the restaurant she will still be with the restaurant as an employee.

CHAIRMAN HEUMANN stated that is not his understanding.

ZACHARY WERDEAN, CITY PLANNER explained Staff wanted to continue with what was approved in the past, so that is the reason for the one-year time stipulation. He stated the patio came in on the last approval and the hours for the patio were until 10:00 p.m. or 11:00 p.m., but currently it is only used until 8:00 p.m. and that has helped with the neighbors. He further explained when the new owner bought in January, there were a lot of complaints and a few police reports. He stated Staff met with the owner and showed them the case history and the previous history of the site. He further stated the new owner was receptive to the information presented and after January there were less calls and neighbors seemed to be more supportive.

8. PLH21-0074 THIRD BASE

ZACHARY WERDEAN, CITY PLANNER presented details regarding request Use Permit approval for a Series 6 bar liquor license and Entertainment Use Permit approval to allow indoor live acoustic music and speakers on the outdoor patio for background music. The site is located at 4910 W Ray Rd, Suite 3, generally located on the northeast corner of Rural and Ray roads.

CHAIRMAN HEUMANN mentioned this is a challenging location and it could be a great spot, but it has been on and off for many years. He stated it's a big space, but this business has a clientele already. He further stated he lives down the street and he is excited for this to get going since it has been empty.

9. PLH21-0066 BOTTLE AND BEAN

HARLEY MEHLHORN, ASSOCIATE PLANNER presented details Request Use Permit approval for a Series 7 Beer and Wine Bar license. The business is located at 2577 W Queen Creek Road, Suite 100, generally located west of the southwest corner of Dobson and Queen Creek roads.

CHAIRMAN HEUMANN asked why there is a two-year time stipulation if there is no music, and the request is strictly for a series seven beer and wine bar license.

HARLEY MEHLHORN, ASSOCIATE PLANNER stated to be consistent with recent use permits for series seven beer and wine bar license.

CHAIRMAN HEUMANN advised he would be okay with a three-year stipulation as this is just a beer and wine license in a successful shopping center and not entertainment. He asked the Commission for their thoughts or if they had questions and stated rather than having the Applicant come back in two years if the time could be changed to three years.

10. Cancellation of the December 1, 2021, Planning and Zoning Commission Meeting

Due to management of cases, Planning staff is recommending cancellation of the December 1, 2021, Planning and Zoning Commission Hearing.

Calendar

The next study session will be held before the regular meeting will be held on Wednesday, December 15, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street.

Adjourn

The meeting was adjourned at 5:20 p.m.



Kevin Mayo, Secretary

Rick Heumann, Chairman

Meeting Minutes

Planning and Zoning Commission

Regular Meeting

November 17, 2021 | 5:30 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ



Call to Order

The meeting was called to order by Chairman Heumann at 5:33 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chairman David Rose
Commissioner George Kimble
Commissioner Erik Morgan
Commissioner Sherri Koshiol
Commissioner Michael Quinn

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Dana Alvidrez, City Transportation Engineer
Lauren Schumann, Senior City Planner
Benjamin Cereceres, City Planner
Zachary Werdean, City Planner
Harley Mehlhorn, Associate Planner
Thomas Allen, Assistant City Attorney
Michelle Reeder, Clerk
Julie San Miguel, Clerk

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Kimble.

Consent Agenda and Discussion

1. October 20, 2021, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of October 20, 2021, and Regular Meeting of October 20, 2021.

2. PLH21-0005/PLT21-0004 THE VILLAGE AT HAMILTON LANDING

Rezoning

Move Planning and Zoning Commission to recommend approval of PLH21-0005 The Village at Hamilton Landing rezoning from Agricultural District (AG-1) to Planned Area Development for single-family attached residential, subject to conditions as recommended by Planning staff.

Preliminary Development Plan

Move Planning and Zoning Commission to recommend approval of Preliminary Development Plan, PLH21-0005 The Village at Hamilton Landing, subject to conditions as recommended by Planning staff. Preliminary Plat

Move Planning and Zoning Commission to recommend approval of Preliminary Plat, PLT21-0004 The Village at Hamilton Landing, subject to the condition as recommended by Planning staff.

Planning Staff recommends Planning and Zoning Commission move to recommend approval subject to the following conditions:

Rezoning

1. Development shall be in substantial conformance with the Development Booklet, entitled "The Village at Hamilton Landing" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0005, 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. Low to medium density residential shall be permitted up to a maximum density of seven (7) dwelling units per acre.
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, except for modifications approved by the City Engineer.
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 housing product setbacks shall be as provided below and further detailed in the development booklet:

Front Building Setback (min.)	39 ft. to garage / 5 ft. to livable
Side Yard Setback (min.)	0 ft./ 0 ft.

Rear Yard Setback (min.)	5 ft.
--------------------------	-------

6. 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.
7. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
8. The following stipulations shall be the responsibilities of the subdivider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler:
 - a. Prior to any lot reservation or purchase agreement, any and all prospective homebuyers shall be given a separate disclosure statement, for their signature, fully acknowledging that this subdivision lies within the Chandler Municipal Airport Impact Overlay District, as specified in the Chandler Zoning Code. The disclosure statement shall acknowledge the proximity of this subdivision to the Chandler Airport and that an avigational easement exists and/or is required on the property, and further, shall acknowledge that the property is subject to aircraft noise and overflight activity. This document signed by the homebuyer shall be recorded with Maricopa County Recorder's Office upon sale of the property.
 - b. The subdivider/homebuilder/developer shall also display, in a conspicuous place within the sales office, a map illustrating the location of the subdivision within the Airport Impact Overlay District, as well as the noise contours and overflight patterns, as identified and depicted in the document entitled Chandler Municipal Airport, F. A. R. Part 150, Noise Compatibility Study, Noise Compatibility Program, Exhibit 6A (Potential Airport Influence Area), as adopted by the Chandler City Council (Resolution No. 2950, 11-5-98). Such map shall be a minimum size of 24" x 36".
 - c. Compliance with this condition shall be demonstrated by the subdivider/homebuilder/developer by submittal of a signed affidavit and photograph that acknowledges this disclosure and map display prior to beginning any sales activity. Failure to comply with this condition will result in revocation of the Administrative Use Permit for the temporary sales office. All requirements as set forth in this condition are the obligation of the subdivider/homebuilder/developer and shall not be construed as a guarantee of disclosure by the City of Chandler.
 - d. The above referenced information shall also be included within the Subdivision Public Report to be filed with the State of Arizona Department of Real Estate, as required by Arizona Revised Statute 28-8486 and Arizona Revised Statute 28-8464.

- e. The subdivider/homebuilder/developer shall provide the City with an avigational easement over the subject property in accordance with Section 3004 of the City of Chandler Zoning Code.
 - f. All homes and buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from aircraft noise. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.
 - g. The Final Plat shall contain the following statement on the cover sheet in a prominent location and in large text: "This property is located within the Chandler Municipal Airport Impact Overlay District and is subject to aircraft noise and overflight activity and is encumbered by an avigational easement to the City of Chandler."
9. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a heliport at the Chandler Municipal Airport that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a heliport, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for notice rests with the subdivider/homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.
10. The development shall provide sound attenuation measures in accordance with ADOT standard details and requirements excepting any decibel reductions or sound attenuation credits for the use of a rubberized asphalt paving surface. Any noise mitigation, if required, is the responsibility of the development.
11. Prior to the time of making any lot reservations or subsequent sales agreements, the subdivider/homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby a City of Chandler wastewater treatment facility that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to or nearby a wastewater treatment facility, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. The disclosure shall be presented to prospective homebuyers on a separate, single form for them to read and sign prior to or simultaneously with executing a purchase agreement. This responsibility for

notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

12. Homebuilder will advise all prospective homebuyers of the information on future City facilities contained in the City Facilities map found at www.chandleraz.gov/infomap, or available from the City's Communication and Public Affairs Department. The homebuilder shall post a copy of the City Facilities map in the sales office showing the location of future and existing City facilities.
13. Prior to the time of making any lot reservations or subsequent sales agreements, the homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby existing ranchette and animal privilege properties that may cause adverse noise, odors, and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to agricultural properties that have horse and animal privileges and shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the homebuilder/lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

Preliminary Development Plan

1. Development shall be in substantial conformance with the Development Booklet, entitled "The Village at Hamilton Landing" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0005, 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. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.
4. All signs including freestanding signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.
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. Roadway-style signs shall be installed at each driveway entrance identifying the presence of low flying aircraft.

Preliminary Plat

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

3. PLH21-0078 POLLACK BUSINESS PARK NORTH 1 & 2

Move Planning and Zoning Commission to recommend approval of PLH21-0078 Pollack Business Park North 1 & 2 requesting an amendment to the Planed Area Development zoning by removing a limitation on sign colors as recommended by Planning staff.

Planning Staff recommends Planning and Zoning Commission move to recommend approval subject to the following conditions:

Approval of amending Planned Area Development zoning by replacing stipulation number 10 in Ordinance No. 3420 with the following stipulation:

10. All exterior building signage facing Arizona Avenue, Chilton Drive, and Washington Street shall be individually mounted letters only and not be mounted to a raceway.

4. PLH21-0065 AIRSTREAM OF CHANDLER

Move Planning and Zoning Commission recommend approval of Rezoning case PLH21-0065 Airstream of Chandler, Rezoning from Planned Area Development (PAD) zoning for Community Commercial (C-2) uses to Planned Area Development (PAD) for Community Commercial Uses with motor vehicle sales, outdoor screened storage, indoor motor vehicle repair including body work, and limited short term overnight stays for recreational vehicles, subject to the conditions as recommended by Planning staff.

Planning Staff recommends Planning and Zoning Commission move to recommend approval subject to the following conditions:

1. Development and use of the overall site shall be in substantial conformance with the Development Booklet kept on file in the City of Chandler Planning Division, in File No. PLH21-0065, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.
2. Overnight stays shall be limited to the area labeled "Short Term Overnight Parking/Stays for Airstream (Caravans/R.V.'s) Users" within Exhibit C of the Development Booklet of File No. PLH21-0065.

3. Overnight stays shall be limited to customers receiving service from the primary business onsite.
4. Overnight stays shall be limited to a maximum of five (5) consecutive days per customer.
5. No dump station for sewage shall be constructed within the area identified as "Short Term Overnight Parking/Stays for Airstream (Caravans/R.V.'s) Users" or within any publicly accessible parking areas identified in Exhibit C of the Development Booklet of File No. PLH21-0065.
6. The primary business on site shall provide a contact phone number of a responsible person (i.e., manager/landowner) to interested neighbors to resolve any complaints regarding overnight stays quickly and directly.
7. The propane tanks shall be constructed to comply with all City of Chandler Building and Fire Codes.
8. The location of the proposed propane tanks shall be fully screened from the Right-of-Way and in a location approved by the Zoning Administrator.

Note: Stipulation #9 was added on the Addendum Memo presented to Planning and Zoning Commission this date:

9. No outdoor camping or entertainment of any type shall be allowed onsite and customers staying overnight must vacate the area within 24-hours after service is completed.

CHAIRMAN HEUMANN read aloud the additional stipulation reflected under stipulation #9.

5. PLH21-0041 TREELAND BY TRI POINTE HOMES

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH21-0041 Treeland by Tri Pointe Homes for housing product, subject to the conditions as recommended by Planning staff.

Planning Staff recommends Planning and Zoning Commission move to recommend approval subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Treeland by Tri Pointe Homes" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0041, 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. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.
4. The same elevation shall not be built side-by-side or directly across the street from one another.
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. PLH21-0035 VERIZON PHO TWELVE OAKS

Move Planning and Zoning Commission continue PLH21-0035 Verizon Pho Twelve Oaks, to the December 15, 2021, regular meeting as recommended by Planning staff.

7. PLH21-0054 GOOD TIME CHARLI'S

Move Planning and Zoning Commission recommend approval of Use Permit case PLH21-0054 Good Time Charli's for live entertainment indoors and live acoustic music on the patio, subject to the conditions as recommended by Planning staff.

Planning Staff recommends Planning and Zoning Commission move to recommend approval subject to the following conditions:

1. Expansion or modification beyond the approved attachments (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. No noise shall be emitted from external speakers or live entertainment in such a manner that exceeds the general level of noise by uses outside the premises of the business and disturbs adjacent businesses and residential areas.
5. Music 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.

6. The establishment shall provide a contact phone number for a responsible person (i.e. bar owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.
7. Live music on the patio may occur Friday through Sunday, no later than 8:00 pm, and shall be limited to acoustic and non-amplified instruments. When percussive instruments are used, they shall be limited to cajons, small box drums and the like. Drum kits and steel drums shall be prohibited.
8. The eastern door facing Kyrene Road shall remain closed and shall be used for an emergency exit only. Said door shall have an automatic door closer installed.
9. The Entertainment Use Permit shall remain in effect for one (1) year from the date of City Council approval. Continuation of Entertainment Use Permit beyond the expiration date shall require reapplication to and approval by the City of Chandler.

CHAIRMAN HEUMANN thanked the Applicant for working with Staff. He wanted the Applicant to know, due to the history of this area, the neighbors will be watching, and the intent of the stipulations will need to be followed.

8. PLH21-0074 THIRD BASE

Move Planning and Zoning Commission recommend approval of Use Permit case PLH21-0074 Third Base for a Series 6 bar liquor license and Entertainment Use Permit approval to allow indoor live acoustic music and speakers on the outdoor patio for background music, subject to the conditions as recommended by Planning staff.

Planning Staff recommends Planning and Zoning Commission move to recommend approval subject to the following conditions:

1. Expansion or modification beyond the approved attachments (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. No noise shall be emitted from external speakers or live entertainment in such a manner that exceeds the general level of noise by uses outside the premises of the business and disturbs adjacent businesses and residential areas.

5. The establishment shall provide a contact phone number for a responsible person (i.e. bar owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.
6. The Entertainment Use Permit shall remain in effect for two (2) years from the date of City Council approval. Continuation of Entertainment Use Permit beyond the expiration date shall require reapplication to and approval by the City of Chandler.
7. Use Permit for a bar shall remain in effect for two (2) years from the date of City Council approval. Continuation of Use Permit beyond the expiration date shall require reapplication to and approval by the City of Chandler.
8. There shall be no live entertainment outdoors including acoustic groups, bands, and the like.
9. Televisions and small patio speakers for background music is only permitted on the patio.
10. Indoor live entertainment shall be limited to acoustic instruments only.
11. Use Permit does not override any state liquor licensing requirements. The applicant must comply with all regulations that pertain to the liquor license.

9. PLH21-0066 BOTTLE AND BEAN

Move Planning and Zoning Commission recommend approval of Use Permit case PLH21-0066 Bottle and Bean for a Series 7 Beer and Wine bar license, subject to the conditions as recommended by Planning staff.

Planning Staff recommends Planning and Zoning Commission move to recommend approval 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

Note: Stipulation #5 was revised as a result of the Planning and Zoning Commission's discussion during the study session:

5. The Use Permit shall remain in effect for three (3) 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.

HARLEY MEHLHORN, ASSOCIATE PLANNER presented the additional stipulation reflected under stipulation #5.

10. Cancellation of the December 1, 2021, Planning and Zoning Commission Meeting

Move Planning and Zoning Commission cancel December 1, 2021, Planning and Zoning Commission Hearing.

Consent Agenda Motion and Vote

VICE CHAIRMAN ROSE moved to approve the Consent Agenda of the November 17, 2021, Regular Planning and Zoning Commission Meeting, with added stipulation on Item No. 4, continuance on Item No. 6, and revised stipulation on Item No. 9 ; Seconded by COMMISSIONER KIMBLE.

Motion carried unanimously. Commissioner Morgan and Commissioner Quinn abstained on Item No. 1.

Member Comments/Announcements

CHAIRMAN HEUMANN pointed out Veterans Day was last week and thanked all the veterans currently serving and those who have served in the past. He also wished everyone a Happy Thanksgiving.

Calendar

The next regular meeting will be held on Wednesday, December 15, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street.

Adjourn

The meeting was adjourned at 5:37 p.m.



Kevin Mayo, Secretary



Rick Heumann, Chairman

City Council Memorandum Management Services Memo No. 22-041

Date: January 10, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Danielle Wells, Revenue and Tax Manager
Subject: Special Event Liquor and Extensions of Liquor License Premises Administratively Approved

Background/Discussion

Staff works directly with the requestor and the Arizona Department of Liquor Licenses and Control (DLLC) on liquor licenses for Special Events, Temporary Extensions of Premises, and Permanent Extensions of Premises. All requirements for Special Events and Temporary Extensions of Premises are reviewed by staff through the applicable committee (Special Events Committee for Special Events on City property or the Temporary Sales and Promotional Events (TSPE) Committee for Special Events on private property), and Code requirements for Permanent Extension of Premises are reviewed by the Planning Division for Council action. Related Planning City Code requirements that require City Council action include: Permanent Extension of a Bar Series 6 or 7 requires a Use Permit to expand the footprint and any Permanent Extension with entertainment added or expanded requires an Entertainment Use Permit (EUP).

Attachments

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

January 13, 2022

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

None

Temporary Extensions of Liquor Premises

Business Name: The Sugar Bar, LLC, DBA The Sugar Bar

Applicant: Kyle Hess

Extension Purpose: Grand Opening Event with The Chandler Chamber of Commerce on Thursday, January 6, 2022, from 2:00 p.m. until Midnight

Location: The Sugar Bar, 960 E. Warner Road, Suite 6

Permanent Extensions of Liquor Premises

None