



City Council Regular Meeting

Thursday, June 9, 2022
6:00 p.m.

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





Our Vision

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

Our Brand

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

Our Goals

City Council Strategic Policy Goals

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

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a **REGULAR MEETING** open to the public on Thursday, June 9, 2022, at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

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

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



Regular Meeting Agenda

City Council Strategic Framework Focus Areas: Legend



Economic Vitality



Mobility



Quality of Life



Innovation and Technology



Neighborhoods



General Governance

Call to Order

Roll Call

Invocation - Fr. Robert Aliunzi, St. Andrew the Apostle

Pledge of Allegiance

Consent Agenda


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



City Clerk

1. **May 2022 City Council Minutes**

Move City Council approve the Council Meeting minutes of the Work Session of May 23, 2022; Study Session of May 23, 2022; Work Session of May 26, 2022; and Regular Meeting of May 26, 2022.

Council Focus Area(s): 

2. **Board and Commission Appointments**

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


Council Focus Area(s): 



Communications and Public Affairs

3. **Purchase of EditShare Equipment**

Move City Council approve the purchase of EditShare equipment, from EAR Professional Audio Video, utilizing the 1GPA Contract No. 22-02PV-06, in the amount of \$71,987.

Council Focus Area(s): 



Cultural Development

4. **Resolution No. 5589, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2022-23 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of \$118,804.**

Move City Council pass and adopt Resolution No. 5589, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2022-23 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of \$118,804.


Council Focus Area(s):  



Economic Development

5. **Agreement No. ED8-920-3876, Amendment No. 4, with Simpleview, LLC, for Search Engine Optimization and Pay Per Click Services**

Move City Council approve Agreement No. ED8-920-3876, Amendment No. 4, with Simpleview, LLC, for search engine optimization and pay per click services, in an amount not to exceed \$75,200, for the period of one year, beginning July 1, 2022, through June 30, 2023.


Council Focus Area(s): 



Facilities and Fleet


6. **Maintenance, Repair, and Purchase of Doors, Locking Systems, Door Hardware, and Operable Walls**

Move City Council approve the utilization of the Mohave Educational Services Cooperative Contract No. 21H-DHP-0917, for maintenance, repairs, and purchase of bay doors, locking systems, door hardware, and operable walls, from DH Pace Company, Inc., in an amount not to exceed \$126,764.

Council Focus Area(s): 

7. **Sole Source Purchase of Beam Global EV ARC 2020 Solar Powered EV Charging Stations**

Move City Council approve the sole source purchase of two Beam Global EV ARC 2020 Solar Powered EV Charging Stations in an amount not to exceed \$145,350.


Council Focus Area(s): 

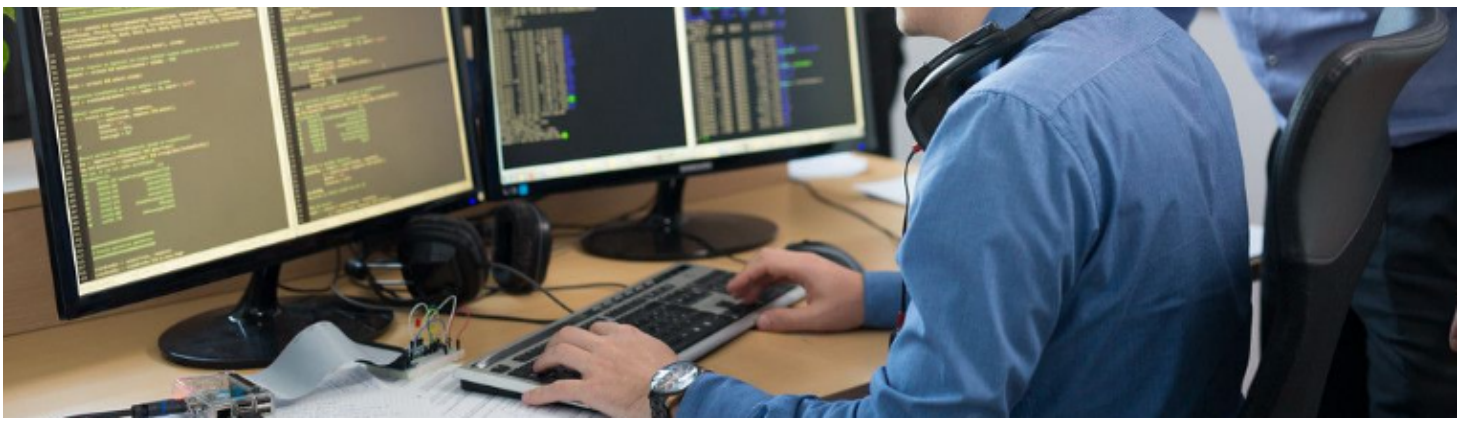


Fire Department

8. **Resolution No. 5587 First Amendment to Education Services Agreement between the City of Chandler Fire Department and Dignity Health**

Move City Council pass and adopt Resolution No. 5587 approving a First Amendment to Education Services Agreement between the City of Chandler Fire Department and Dignity Health for paramedic neonatal resuscitation educational services.


Council Focus Area(s): 



Information Technology


9. **Purchase of Enterprise Asset Management (EAM) System Annual Support and Maintenance**

Move City Council approve the sole source purchase of Enterprise Asset Management (EAM) system annual support and maintenance, from CentralSquare Technologies, LLC, in the amount of \$101,474, for the term of July 1, 2022, through June 30, 2023.

Council Focus Area(s): 


10. **Purchase of Oracle Annual Support and Maintenance**

Move City Council approve the purchase of Oracle annual support and maintenance, from Mythics, Inc., utilizing Omnia Partners Contract No. 180233-002, in the amount of \$300,171, for the term of August 1, 2022, through July 31, 2023.

Council Focus Area(s):  

11. **Agreement No. IT1-918-4343, Amendment No. 1, for Business License Portal Applications Managed Support Services**

Move City Council approve Agreement No. IT1-918-4343, Amendment No. 1, with Parsus Solutions, LLC, for business license portal applications managed support services, in the amount of \$222,000, for the period of June 15, 2022, through June 14, 2023.


Council Focus Area(s):  

12. **Purchase of Network Infrastructure Equipment**

Move City Council approve the purchase of network infrastructure equipment, from Sentinel Technologies, Inc., utilizing the 1GPA Agreement No. 22-02PV-18, in an amount not to exceed \$1,196,037, and authorize an appropriation transfer of \$631,648 from the Technology Replacement Fund, Non-Departmental, Contingency Account, to the Technology Replacement Fund, Non-Departmental, Computer Hardware account.

13. **Purchase of Data Backup and Recovery Infrastructure Expansion**

Move City Council approve the purchase of data backup and recovery capacity expansion, from vCore Technology Partners, utilizing the Omnia Partners Contract No. R191902, in the amount of \$628,769.

Council Focus Area(s): 

14. **Agreement No. 2564, Amendment No. 3, for Accela Annual Maintenance**

Move City Council approve Agreement No. 2564, Amendment No. 3, with Accela, Inc., for annual maintenance, in an amount not to exceed \$674,686, for a three-year period, beginning July 1, 2022, through June 30, 2025, payable on an annual basis.

Council Focus Area(s):  

15. **Purchase of Professional Configuration Services for the Information Technology (IT) Service Portal**

Move City Council approve the purchase of professional configuration services for the IT Service Portal, from SHI International, Inc., utilizing Omnia Partners Contract No. 2018011-02, in the amount of \$35,921.

Council Focus Area(s):  



Management Services

16. **Fiscal Year (FY) 2022-23 Budget Amendments**


Move City Council approve as presented the twenty-five one-time budget amendments totaling \$340,500 and three ongoing budget amendments totaling \$37,000 for a total of \$377,500 using Council Contingency and authorize staff to transfer appropriation from the Non-Departmental Council Contingency to the respective Departments after final adoption of the FY 2022-23 Budget and Capital Improvement Program (CIP).



Police Department


17. **Purchase of Property and Evidence Walk-In Freezer and Installation Services**

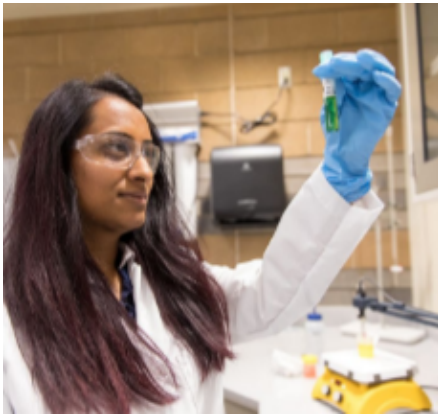
Move City Council approve the utilization of Maricopa County Contract No. 171203, with Andrews Refrigeration, Inc., and City of Chandler Agreement No. BF8-936-3802, with Western States Fire Protection Co., for the purchase of Police Property & Evidence walk-in freezer and installation services, increasing the spending limit by \$16,500.00, for a revised amount not to exceed \$72,538.12.

Council Focus Area(s): 

18. **Resolution No. 5588 Authorizing Acceptance of the Award of the Arizona Criminal Justice Commission FY22 Coronavirus Emergency Supplemental Funding Program in the Amount of \$60,545.25**

Move City Council pass and adopt Resolution No. 5588 authorizing acceptance of the award of the Arizona Criminal Justice Commission FY22 Coronavirus Emergency Supplemental Funding Program in the amount of \$60,545.25, and authorize the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.


Council Focus Area(s): 



Public Works and Utilities


19. **Purchase of Ocotillo Water Reclamation Facility Sludge Silo Platform Installation Services**

Move City Council approve the purchase of silo platform installation services, from SDB, Inc., utilizing the 1GPA Agreement No. 18-15PV-12, in an amount not to exceed \$250,000.

Council Focus Area(s): 


20. **Final Adoption of Ordinance No. 5012 Authorizing the Abandonment of a Drainage Easement No Longer Needed for Public Use**

Move City Council approve final adoption of Ordinance No. 5012 authorizing the abandonment of a drainage easement no longer needed for public use on property located at the northeast corner of Cooper and Germann roads.

Council Focus Area(s): 

21. **Final Adoption of Ordinance No. 5015 Authorizing the Abandonment of a Temporary Access Easement**


Move City Council approve final adoption of Ordinance No. 5015 authorizing the abandonment of a temporary access easement on property located at the northeast corner of Chandler Boulevard and Pleasant Drive.

Council Focus Area(s): 

Public Hearing

22. **Public Hearing on Adoption of the FY 2022-23 Annual Budget and 2023-2032 Capital Improvement Program (CIP), and Setting of Property Tax Levies**

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing [Click to View](#)

Council Focus Area(s): 

Unscheduled Public Appearances

Adjourn



City Council Memorandum City Clerk's Office Memo No.

Date: June 9, 2022
To: Mayor and Council
From: Dana DeLong, City Clerk
Subject: May 2022 City Council Minutes

Proposed Motion:

Move City Council approve the Council Meeting minutes of the Work Session of May 23, 2022; Study Session of May 23, 2022; Work Session of May 26, 2022; and Regular Meeting of May 26, 2022.

Attachments

Minutes of the Work Session of May 23, 2022
Minutes of the Study Session of May 23, 2022
Minutes of the Work Session of May 26, 2022
Minutes of the Regular Meeting of May 26, 2022

Meeting Minutes

City Council Work Session

May 23, 2022 | 4:30 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ



Call to Order

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

Roll Call

Council Attendance

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

Appointee Attendance

Josh Wright, City Manager
Rosemary Rosales, Sr. Assistant City Attorney
Dana DeLong, City Clerk

Absent

Councilmember OD Harris - excused

Staff in Attendance

Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager/CFO
Andy Bass, Deputy City Manager
Derek Horn, Development Services Director
David de la Torre, Planning Manager
Leah Powell, Neighborhood Resources Director
Amy Jacobsen, Housing and Redevelopment Manager
Lauren Schumann, Principal Planner
Ryan Peters, Strategic Initiatives Director
Thomas Allen, Assistant City Attorney
Matt Burdick, Communications and Public Affairs Director

Discussion

1. Presentation and discussion on Chandler housing affordability, types, definitions, current conditions and future options.

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

JOSHUA WRIGHT, City Manager, said Council had requested more specifics on where in our community, from a land use perspective, do housing affordability options make sense. Mr. Wright said they would share a set of characteristics around the types of sites that would be suitable for housing affordability. Then, they would share some examples of sites with those characteristics. However, nothing binds the site to its use, as there would need to be future conversation with developers and owners. Mr. Wright said staff is looking to gather Council feedback on sites that could be utilized and improved by tools that the City can provide.

DAVID DE LA TORRE, Planning Manager, presented the following presentation.

- Housing Affordability Part 2
- Meeting Intent
 - Review Housing Types
 - What Are We Missing?
 - Take a Virtual Tour
 - Discuss Housing Affordability Options
- Let's Review
- Housing Continuum
- Affordable Housing
- Workforce/Attainable Housing
- Market Rate Housing
- What Are We Missing?
- Diminishing Housing Affordability
 - Current Affordability "Gap Analysis" for Chandler

MAYOR HARTKE mentioned this has been discussed before, but at 95% buildout, being able to reach the goal of 23,000 units is aspirational. With redevelopment there is some flexible space. Mayor Hartke asked if there is a plan to get there or is that just identifying a need.

MR. DE LA TORRE answered that there is the opportunity to redevelop along the High-Capacity Transit Corridor which may produce more units, but would not be able to reach the goal units needed.

COUNCILMEMBER LOPEZ mentioned that this is an existing housing gap, examined with the incomes and numbers of residents of Chandler. If someone were to try to rent an apartment or buy a house there is a gap.

MR. DE LA TORRE said yes.

COUNCILMEMBER LOPEZ clarified that this is an evaluation of people living in Chandler currently, there is a gap, but they still reside here. They just happen to be paying more than they should in rent.

MR. DE LA TORRE said yes, that was his understanding.

AMY JACOBSON, Housing and Redevelopment Manager, confirmed, and said they are paying more than 30% of their income to housing. There is not enough supply for individuals in the lower bracket who can only pay up to \$875 for rent.

COUNCILMEMBER LOPEZ asked if someone were to come into Chandler to try to live here in that income bracket, would that be possible.

LEAH POWELL, Neighborhood Resources Director, said that this is examining people living in Chandler today who are paying over cost on their rent or mortgage. To correct that, this is the number of units needed. This does not include new residents; this only includes current residents.

COUNCILMEMBER LOPEZ said in the housing segment, it may be that the value of the house increased from the initial purchase date.

MS. JACOBSON said that when monthly rent is around \$875, there is a need of 8,000 units with a supply of only 2,500 units.

COUNCILMEMBER LOPEZ responded that the rental value changes month to month, but homes are already owned, and they would not be able to buy their own house at current market value.

MS. JACOBSON answered that for the ownership side, the deficit is on the lower bracket who can only afford a certain amount of monthly rent. There is a supply gap of around 4,300 units which is less than the number of owners that can afford that.

COUNCILMEMBER ORLANDO said if the price of rent keeps going up, the individuals currently living there may be priced out.

MS. JACOBSON said yes.

COUNCILMEMBER STEWART asked if this study breaks down single family versus multifamily homes needed.

MS. JACOBSON responded that the chart shows homeowners and rentals which could include single family rentals.

MR. DE LA TORRE continued the presentation.

- Constraints and Limitations
 - 1. Chandler nearing buildout, limited land available for housing options
 - 2. State law prohibits municipalities from implementing controls on home pricing and rent charges
 - 3. State law prohibits municipalities from requiring affordable housing as a condition of zoning
 - 4. Housing projects often take several years before units become available
- Addressing Housing Affordability, One Site at a Time...
- Housing Types
 - Low-Density Residential (2.5-3.4 du/ac)
 - Medium Density Residential (3.6-12 du/ac)
- Housing Types
 - High Density Residential (13-18 du/ac)
 - Urban Residential (18+ du/ac)
- Housing: Build-Out, Build-Up and Infill Let's Take a Tour...
- Site Location Criteria for Affordable Housing
 - 1. Sites along High-Capacity Transit Corridor (Arizona Ave, Chandler Blvd, & Rural Rd)
 - 2. Infill parcels with non-traditional shapes
 - 3. Sites with mixed-use development opportunities
 - 4. Publicly owned land
 - 5. Sites that are buffered from existing low-density neighborhoods

COUNCILMEMBER ORLANDO asked for information on the third point on the slide.

MR. DE LA TORRE said that point refers to redevelopment opportunities, some are mixed use, it may be an existing development that is proposed. There may be a commercial corner that could be utilized if it is not occupied; there are two corners proposed and they both include mixed-use opportunities. There is also a vacant parcel on one of the sites that has a mixed-use opportunity. It is not just redevelopment; it could be any site that makes sense for mixed use.

COUNCILMEMBER STEWART asked if he was referencing the four-corners location where we were trying to take down some old retail and replace it with multi-family units or other use on this corner.

MR. DE LA TORRE responded yes, that this is built into this consideration.

COUNCILMEMBER STEWART asked if there were some projects moving forward in that program.

MR. DE LA TORRE said yes, there are two.

MR. DE LA TORRE continued the presentation.

- Example #1: Sites along High-Capacity Transit Corridor
 - Southwest corner of Chandler Blvd and 56th St
 - Zoned I-1 Planned Industrial and PAD for Commercial
 - Adjacent to Industrial and Commercial
- Example #1: Sites along High-Capacity Transit Corridor
 - Along High-Capacity Transit Corridor
 - Within Loop 202/I-10 Growth Area
 - Appropriate location for Mixed Use; Urban Residential and Commercial to support Employment area

COUNCILMEMBER ORLANDO asked how many units could fit in this area.

MR. DE LA TORRE answered that the urban-residential is two acres, which is just the immediate corner. The rest of the area is larger.

COUNCILMEMBER ORLANDO asked if this was referring to the two acres or the larger area.

MR. DE LA TORRE answered that the entire area is the example site.

COUNCILMEMBER ORLANDO asked how many units you could get in there.

MR. DE LA TORRE responded that maybe 500 units could fit there.

COUNCILMEMBER ORLANDO asked if the I-1 Planned Industrial zoning would mean employment opportunities. Councilmember Orlando asked why we would convert the industrial area when we would have the same issue as by the airport.

MR. DE LA TORRE said additional residents could support employment, so residents could be able to live near where they work. However, this does not have to be converted.

MAYOR HARTKE said that there is also existing transit at this location.

MR. DE LA TORRE added that this location was along the High-Capacity Transit Corridor and thus would make a good candidate for affordable housing.

MR. DE LA TORRE continued the presentation.

- Example #2: Infill Parcels with Non-Traditional Shapes
 - Southwest corner of Arizona Avenue and Germann Road
 - Zoned PAD Commercial in 1998, PDP in 2004

- Adjacent Multi-Family, gas station, drive-thru restaurant and car wash
- Example #2: Infill Parcels with Non-Traditional Shapes
 - Along High-Capacity Transit Corridor
 - Appropriate location for High Density – Urban Residential Density
- Example #3: Sites with Mixed-Use Development Opportunities
 - Northeast corner of Alma School and Warner roads
 - Zoned PAD Commercial in 1991, Former Fry's grocery store currently vacant
 - Adjacent Multi-Family, office, retail and restaurant uses
- Example #3: Sites with Mixed-Use Development Opportunities
 - Located within Infill Area
 - Excellent Arterial Road access
 - 4-Corners Report
 - Appropriate location for Mixed-Use; Urban Residential & Commercial

COUNCILMEMBER ORLANDO asked if this would be a much bigger mixed-use project.

MR. DE LA TORRE answered that the project currently under review is mixed-use.

COUNCILMEMBER ORLANDO asked what they are anticipating for number of units.

MR. DE LA TORRE said he did not have that information but staff would follow up.

MR. DE LA TORRE continued the presentation.

- Example #4: Publicly Owned Land
 - West side of Hamilton St just north of Frye Rd (East of Downtown)
 - Owned by Chandler Unified School District
 - Zoned I-1 (Planned Industrial)
 - Adjacent light industrial, and High Density across Hamilton St
- Example #4: Publicly Owned Land
 - Urban residential under construction to the northwest
 - Parcel to the west submitted a preliminary technical review application for urban residential
 - Appropriate location for High Density to Urban Residential due to proximity to downtown

COUNCILMEMBER LOPEZ asked what was north of the site.

MR. DE LA TORRE said to the north is light industrial properties, businesses, and small offices.

COUNCILMEMBER LOPEZ asked about the empty lot.

MR. DE LA TORRE said that it is zoned I-1.

MR. DE LA TORRE continued the presentation.

- Example #5: Publicly Owned Land
 - Northeast corner of Alma School and Ray Roads
 - City-owned and private property
 - Zoned C-2 Community Commercial and MF-2 Multiple-Family Residential
 - Adjacent Single-Family, Church, Retail and Multi-Family
- Example #5: Publicly Owned Land
 - Located within Infill Area
 - 4-Corners Report
 - Appropriate location for Medium Density to High Density Residential

COUNCILMEMBER STEWART asked if we have ever tried to sell this land.

MR. WRIGHT answered we have tried to sell this land twice.

COUNCILMEMBER STEWART asked if we have tried to sell it recently.

MR. WRIGHT said once in the past five years.

COUNCILMEMBER ORLANDO said that usually the demand is for whole pieces of land, and what was here before was not desirable.

MR. DE LA TORRE continued the presentation.

- Example #6: Sites that are buffered from existing low-density neighborhoods
 - Southwest corner of Arizona Avenue and Pecos Road
 - Zoned PAD for Retail, Office, Hotel
 - Adjacent Loop 202 Freeway, Multi-Family, regional Commercial
- Example #6: Sites that are buffered from existing low-density neighborhoods
 - Along High Capacity Transit Corridor
 - Entryway to Downtown
 - Appropriate location for Mixed Use; Urban Residential, Office and Commercial
- Next Steps
 - Continue Repositioning of Public Housing to Increase Availability of Units
 - RAD Development Agreement anticipated summer 2022
 - When sites meet affordable housing criteria, use planning tools and incentives to stimulate private sector solutions
 - Updates codes and area plans to reflect need for more housing options
 - Support State and Federal efforts to address housing strategies and affordability

COUNCILMEMBER ELLIS asked about the third point on the slide, there was previously a presentation about that from Zoning, updating some codes. Councilmember Ellis asked if we are in an assessment or presentation phase.

MR. DE LA TORRE said that because of loss of staff, the timeline on that project has been delayed, but it is in progress and would return to Council. An estimated time of completion is unknown.

COUNCILMEMBER ELLIS said that as this is important to encourage accessibility for builders, it should be a priority.

MR. DE LA TORRE answered that it could be brought up to a priority.

MAYOR HARTKE mentioned that there is a wide variety and asked if an economic job case for each of those sites is there. It varies for each site. Mayor Hartke said they must look at the sites to determine appropriate or best use. Over the years, the site in example six was considered for many different uses. Maybe mixed use could work, but each of these sites are unique. To consider urban density versus another use, more discussion is needed for redevelopment or infill. Not every piece of property could have the same criteria applied.

COUNCILMEMBER ORLANDO commented that knowing the value of the property is important, and some of these sites may be more expensive, even for affordable housing or other units without putting a retail or other use to pay for the cost of the land. All these sites would be rezoned. Councilmember Orlando asked if there are other high-capacity corridors anticipated.

RYAN PETERS, Strategic Initiatives Director, said that Arizona Avenue, Chandler Boulevard, and Rural Road are high-capacity corridors.

COUNCILMEMBER ORLANDO asked about Price Road.

MR. PETERS said Price Road is not a high-capacity road.

MAYOR HARTKE said that it was considered at a point, but it did not work out. It is a job corridor, but it has a big flow in, big flow out.

COUNCILMEMBER ORLANDO said that a high-capacity transit corridor should also mean increasing other transit such as bus routes could be added.

MR. WRIGHT thanked Council for the feedback. Mr. Wright emphasized that each case would have to be handled individually. It is a partnership with the private sector. Mr. Wright said it sounded like there was support of now going through this exercise through these properties with possible characteristics. It is important to use our tools planning perspective help that discussion. It is a worthwhile exercise to go through as sites come in for redevelopment.

MAYOR HARTKE agreed.

COUNCILMEMBER STEWART said we are facing pressure at the top, with the gap from luxury homes and single family, and at the bottom especially for seniors. Seniors may be priced out of their homes from inflation and rising costs. We need to work on both sides, not just low-income and multi-family housing. Councilmember Stewart asked about the situation on single-family homes.

MR. DE LA TORRE answered that most of the large pieces of land are gone, one parcel just went through Council, and another one is coming soon for review for single-family developments.

COUNCILMEMBER STEWART asked if there is any communication with the County for land that could be annexed for multi-family or single-family housing.

MR. DE LA TORRE said there is communication with the County. The County does send the City applications received within Chandler's borders. Mr. De La Torre said they have not received any applications for multi-family or new subdivisions in a while but usually, they get sent to the City.

COUNCILMEMBER STEWART asked if it is appropriate to be proactive in communication with the County asking about plots of land for future City use.

MR. WRIGHT answered that Mr. De La Torre is correct in mentioning keeping lines of communication open so inquiries and applications can continue to be forwarded to Chandler. The annexation process is from the stakeholder or landowner asking the City about it. The intention is to close the County island holes within City limits.

COUNCILMEMBER ELLIS commented that there is a property where people are being placed into a lottery to purchase a lot. After money is put down, the price increases and the individuals can no longer qualify. People are being moved out of Chandler into Laveen. We must watch the single-family home market, as there cannot be limitation, but must include some oversight so people are not taken advantage of. Once the market stabilizes or drops, how can we help the people who overpaid for their houses. There needs to be a balance between constraint and limitations with this process.

COUNCILMEMBER ORLANDO remarked that the High-Capacity Transit Corridor has a lot of multifamily sites there. Councilmember Orlando said they have the last mile concept with ridesharing services now and did not want to be limited to just these areas and this could expand potential opportunities.

MAYOR HARTKE summarized that Council is open to add the consideration review exercise for these types of properties.

Adjourn

The meeting was adjourned at 5:12 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: June 9, 2022

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of Chandler, Arizona, held on the 23rd day of May 2022. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2022.

City Clerk

Meeting Minutes

City Council Study Session

May 23, 2022 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ



Call to Order

The meeting was called to order by Mayor Kevin Hartke at 6:01 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

Joshua Wright, City Manager
Rosemary Rosales, Sr. Assistant City Attorney
Dana DeLong, City Clerk

Absent

Councilmember OD Harris - excused

Scheduled Public Appearances

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

1. Proclamation – Nurses Week

MAYOR HARTKE read the proclamation and invited nurses from the Arizona Indian Nurses Association to accept.

AMPILI UMayamma, DNP, RN, AGNP-C, represented the Arizona Indian Nurses Association, a professional non-profit organization for uniting all Asian-Indian nurses in Arizona. Ms. Amayamma thanked Council their appreciation and recognition of nurses and recognized Mayor Hartke as an ardent supporter of the organization. Nursing is considered one of the most dedicated and difficult professions. With hard work, nurses will continue to better the community they serve.

2. Recognition – Chandler Raiders National Championship Recognition

MAYOR HARTKE read the proclamation and invited the Chandler Raiders to accept.

PERCY KNOX, Assistant Coach, said it has been an honor to represent the city of Chandler. As this program was developed, there was a desire to compete on a national level. They have achieved two NFL Flag Football National Championships and three Hard Count National Championships over six years. Mr. Knox said they are proud of their accomplishments and happy to represent Chandler.

Consent Agenda and Discussion

Discussion was held on items 4, 11, 26 and 27.

City Clerk

1. May 2022 City Council Minutes
Move City Council approve the Council Meeting minutes of the Study Session of May 9, 2022, and Regular Meeting of May 12, 2022.
2. Board and Commission Appointments
Move City Council approve the Board and Commission appointments as recommended.

City Manager

3. Annual Membership Fee for Valley Metro Rail, Inc.
Move City Council authorize payment of the Fiscal Year 2021-2022 annual membership fee for Valley Metro Rail, Inc. (Metro), in the amount of \$49,995.

Community Services

4. Professional Services Agreement No. PR2201.201, with Barker Rinker Seacat Architecture, for the Tumbleweed Recreation Center Expansion Multi-Generational Facility Design Services
Move City Council award Professional Services Agreement No. PR2201.201 to Barker Rinker Seacat Architecture, for the Tumbleweed Recreation Center Expansion Multi-Generational Facility Design Services, in an amount not to exceed \$1,056,370.

COUNCILMEMBER ORLANDO asked for a staff presentation.

JOHN SEFTON, Community Services Director, introduced the item. The project history goes back a few years, after a 2020 multi-gen rec center feasibility study presented to Council in September of 2020. They looked at the Recreation Program Plan, the Chandler Senior Needs Assessment, and the 2016 Chandler General Plan. They conducted community outreach, community surveys, many stakeholder enterprise meetings, a complete market analysis to determine the top needs for programs and amenities. The space for the expansion is envisioned to host a gymnasium and multipurpose areas with a focus on meeting the needs of the community at-large, especially for

seniors and youth. Tumbleweed Rec Center was recognized as excessive in use, and community-wide we are at a deficit of square footage. This expansion would address the deficit and expansion would continue with the use of some of Chandler schools and program opportunities. The projected schedule, if approved, would begin with programming, community input, and schematic design as early as June through August for the community to give feedback. Then project design and coordination, construction documents would be around May or June. The construction process is estimated to take 18 months, with completion in approximately two and a half years.

COUNCILMEMBER ORLANDO remarked on the overuse of Tumbleweed. There is overlap between large sporting groups and this is a step in the right direction. Another direction was to look at outreach in other parts of Chandler to address neighborhood amenity needs and appreciated staff's work on this.

5. Project Agreement No. PR2105.401 with ForeSite Design & Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for the Sunset Park ADA Improvements
Move City Council award Project Agreement No. PR2105.401 to ForeSite Design & Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for the Sunset Park ADA Improvements, in an amount not to exceed \$303,616.00.
6. Professional Services Agreement No. PR2105.451, with Dibble CM, LLC, for the Sunset Park ADA Improvements Construction Management Services
Move City Council award Professional Services Agreement No. PR2105.451 to Dibble CM, LLC, for the Sunset Park ADA Improvements Construction Management Services, in an amount not to exceed \$34,100.

Cultural Development

7. Resolution No. 5585 Approving a First Amendment to the Development Agreement between Spike Lawrence Ventures, LLC, and the City of Chandler to Allow the Construction of a Mixed-Use, Four-Story Retail/Residential Housing Development on the New Square Phase 2 Site, Located at the Northeast Corner of Oregon Street and Chicago Street.
Move City Council adopt Resolution No. 5585 approving a First Amendment to the Development Agreement between Spike Lawrence Ventures, LLC, and the City of Chandler to allow the construction of a mixed-use, four-story retail/residential housing development on the New Square Phase 2 site, located at the northeast corner of Oregon Street and Chicago Street.

Development Services

8. Final Adoption of Ordinance No. 5016, PLH21-0073 Veneto, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Medium Density Residential, Located on the Northeast Corner of Pleasant Drive and Pecos Road, Approximately ¼ Mile East of the Northeast Corner of Alma School and Pecos Roads
Rezoning

Move City Council adopt Ordinance No. 5016 approving PLH21-0073, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for medium density residential, subject to the conditions as recommended by Planning and Zoning Commission.

9. Final Adoption of Ordinance No. 5017, PLH21-0097 House for the Moore Family, Rezoning from Multi-family Residential District (MF-2) to Planned Area Development (PAD) for Single-Family Residential, Located South of the Southwest Corner of California and Chicago Streets, More Generally Located West of the Northwest Corner of Arizona Avenue and Frye Road

Move City Council adopt Ordinance No. 5017 approving PLH21-0097 House for the Moore Family, Rezoning from Multifamily Residential District (MF-2) to Planned Area Development (PAD) for Single-Family Residential, subject to the conditions as recommended by Planning and Zoning Commission.

Information Technology

10. Purchase of Webex Annual Subscription

Move City Council approve the purchase of Webex annual subscription from NTT America, Inc., utilizing the NPCA Contract No. 01-97, in the amount of \$143,812, for a two-year period, beginning May 1, 2022, through April 30, 2024, payable on an annual basis, and authorize the City Manager or designee to sign a linking agreement with NTT America, Inc.

Management Services

11. Resolution No. 5586, Adopting the Fiscal Year (FY) 2022-23 Tentative Budget and 2023-32 Tentative Capital Improvement Program (CIP) and Giving Notice of the Dates and Times for Hearing Taxpayers, for Final Adoption of the Budget, and for Setting the Tax Levies and Tax Rates

Move City Council pass and adopt Resolution No. 5586, adopting the FY 2022-23 Tentative Budget and 2023-2032 Tentative CIP and giving notice of the dates and times for hearing taxpayers, for final adoption of the budget, and for setting the tax levies and tax rates.

MAYOR HARTKE asked for a staff presentation.

MATT DUNBAR, Budget and Policy Officer, presented the following presentation.

- Res. 5586 Tentative Budget Adoption 2022-23 Proposed Budget 2023-2032 Capital Improvement Program (CIP)
- Statutory Budget Process A.R.S. 42-17101 thru 17108
 - Adopt a tentative budget that sets forth the different amounts that will be required to meet the political subdivision's public expense for the fiscal year
 - This information shall be entered into the minutes or the governing body
 - Shall be prepared according to forms supplied by the auditor general
 - This information must be published on the website for public review

- Once tentatively adopted, budget cannot increase
- After tentative adoption, a public hearing shall be had wherein any taxpayer may be heard in favor of or against any proposed expenditure or tax levy
- Special meeting held after public hearing to adopt the Budget
- Final tax rate adoption occurs on or before 14 days before taxes are levied, but after the public hearing
- FY 2022-23 Proposed Budget “Staying Connected”
 - Total Budget \$1,352,658,536
 - Total General Fund: \$412,923,538
 - 27.8% increase overall
 - \$755M operating (+9.8%)
 - \$597M capital (+61.2%)
 - 22.7% increase in General Fund
 - Ongoing operating (+12%)
 - Proposed Budget
 - Adheres to financial policies and is structurally balanced
 - Uses Strategic Framework to guide decisions
 - Provides for cost-effective, quality services
 - Maintains long-term financial sustainability
 - Engaged Residents through input opportunities
 - Budget Survey, Kickoff, and Two Workshops
 - Budget Advancement of Strategic Framework Outreach Videos
 - All-day Budget Briefing
 - Tentative and Final Adoption
- Budget Increase Drivers
 - Revenues
 - Prior 2 year’s budgets artificially low due to COVID
 - Current budget did not reflect Intel expansion revenue impacts
 - Increased revenues to reflect actual economic environment
 - Expenditures
 - Inflation increasing operations (\$3.6M) and capital (4%-7%) budgets
 - Personnel costs increasing to invest in City workforce and retain employees; market, class and comp, and healthcare
 - Capital projects increased to address aging infrastructure, bond authorized projects, and grant funded projects
 - Includes \$119M in projects for infrastructure to support Intel expansion
 - Grants
 - Includes \$34.6M in American Rescue Plan Act (ARPA) funds included in FY 2022-23 budget as carryforward
 - Enhance technology capabilities to assist with mobility, security and cloud-based solutions using AZCares; requiring additional ongoing resources to maintain
 - Debt

- Additional one-time payments to continue planned paydown of PSPRS unfunded liability
- Operating Budget Highlights
 - Slight reduction of City property tax rate, no change to Transaction Privilege Tax (TPT) rates, and no new fees
 - Anticipate Water, Wastewater, and Solid Waste rate changes as they were delayed from prior year
 - Budget maintains existing service levels and enhances programs tied to Strategic Framework
 - Adds funding for labor association commitments and general employee merit/market
 - Plans towards debt reduction: \$50M in one-time funding for paydown of Public Safety Personnel Retirement System (PSPRS) liability
 - Maintains strong reserves (includes 15% General Fund contingency reserve \$10M budget stabilization reserve)
- Average Annual Residential Cost Comparison for Direct Services
 - The average annual cost of services across the valley is \$2,149
- Average Residential Cost Comparison for Water, Wastewater and Solid Waste
- 2023-2032 Capital Improvement Program CIP
 - Developed by CIP Coordination Team
 - Collaborative and flexible to changes
 - CIP guidance
 - Minimize increase in property taxes
 - Maintain, enhance, or re-imagine existing infrastructure
 - Finish planned construction of streets, parks, fiber and utility systems
 - Ensure related ongoing O&M can be supported prior to adding capital
 - Utilize master plans to guide long-term capital investment
- 2023-2032 CIP Highlights
 - Continued emphasis on maintaining aging infrastructure
 - Reflects inflationary pressures
 - Includes \$119M in projects for infrastructure to support Intel expansion
 - Continues to fund requested projects such as...
 - Police Forensic Lab facility
 - All phases of Mesquite Groves Park
 - Fiber upgrades
 - Tumbleweed Expansion/Multi-Gen facility
 - Airport improvements/Cooper Rd. extension
 - \$1.66B Total 10-Year CIP
- Proposed FY 2022-23 CIP Appropriation (all funds)
 - Contingency and Reserves \$0.25M
 - Capital Carryforward \$286.8M
 - New Funding \$310.3M
 - Total CIP Appropriation \$597.4M

- Key Budget Dates

COUNCILMEMBER ORLANDO asked if the Council contingency allotment had been seen by Council.

MAYOR HARTKE said that they will be voting on that and all the final details at the next meeting.

JOSH WRIGHT, City Manager, said that final copy has not been provided, but would be shortly. Some numbers are still being finalized. However, the amount has been factored into the number shared tonight.

12. Agreement No. MS2-920-4405 with Questica, Ltd., for Budget Software Solution and Support
Move City Council approve Agreement No. MS2-920-4405, with Questica, Ltd., for the budget software solution, implementation, and support services in an amount not to exceed \$1,367,517, beginning on the effective date of the agreement, for a period of five years.
13. Agreement No. MS8-946-3910, Amendment No. 5, for Audit Services
Move City Council approve Agreement No. MS8-46-3910, Amendment No. 5, with Heinfeld, Meech & Co., P.C., for audit services, in the amount of \$148,910, for the period of June 1, 2022, through May 31, 2023.
14. Agreement No. WH8-890-3914, Amendment No. 4, for Waterworks Supplies
Move City Council approve Agreement No. WH8-890-3914, Amendment No. 4, with Core and Main, LP, for waterworks supplies, in an amount not to exceed \$500,000, for the period of June 1, 2022, through May 31, 2023.
15. Purchase of Janitorial and Sanitation Supplies
Move City Council approve the purchase of janitorial and sanitation supplies from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed \$250,000, for the period of June 1, 2022, through May 31, 2023.
16. New License Series 12, Restaurant Liquor License application for CEC Entertainment (Arizona), LLC, DBA Chuck E Cheese's #3260
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 189746, a Series 12, Restaurant Liquor License, for Ryan Witner Anderson, Agent, CEC Entertainment (Arizona), LLC, DBA Chuck E Cheese's #3260, located at 2977 W. Frye Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302401.

Public Works and Utilities

17. Introduction of Ordinance No. 5012 Authorizing the Abandonment of a Drainage Easement No Longer Needed for Public Use
Move City Council introduce and tentatively adopt Ordinance No. 5012 authorizing the abandonment of a drainage easement no longer needed for public use on property located at the northeast corner of Cooper and Germann roads.
18. Introduction of Ordinance No. 5015 Authorizing the Abandonment of a Temporary Access Easement on Property Located at the Northeast Corner of Chandler Boulevard and Pleasant Drive
Move City Council introduce and tentatively adopt Ordinance No. 5015 authorizing the abandonment of a temporary access easement on property located at the northeast corner of Chandler Boulevard and Pleasant Drive.
19. Resolution No. 5549 Approving the Acquisition of Real Property Needed for the Chandler Heights Road Utility Relocations and Salt River Project 230kV Power Line Easement in the Vicinity of Chandler Heights Road from the Union Pacific Railroad Alignment to Dobson Road
Move City Council approve Resolution No. 5549 determining that acquisition of real property needed for the Chandler Heights Road utility relocations and Salt River Project 230 kilovolt power line easement in the vicinity of Chandler Heights Road from the Union Pacific Railroad alignment to Dobson Road is a matter of public necessity; approving the purchase of such real property at market value plus closing and escrow fees; authorizing the City's Real Estate Manager to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions; approving eminent domain proceedings as needed to acquire said real property and obtain immediate possession thereof; and approving relocation services as may be needed and required by law.
20. Agreement No. PW0-745-4183, Amendment No. 3, with M.R. Tanner Development and Construction, Inc., for Street Maintenance Repaving, Surface Seal, and Repair Services
Move City Council approve Agreement No. PW0-745-4183, Amendment No. 3, with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, increasing the spending limit by \$1,000,000, for a revised amount not to exceed \$8,241,860.75.
21. Purchase of SCADA Network Hardware Upgrades
Move City Council approve the purchase of SCADA network hardware upgrades, from Sentinel Technologies, Inc., utilizing 1GPA Contract No. 22-02PV-18, in an amount not to exceed \$800,000.
22. Construction Manager at Risk Contract No. ST2009.401, Change Order No. 1, with DCS Contracting, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 – GMP No. 2

Move City Council award Construction Manager at Risk Contract No. ST2009.401, Change Order No. 1, to DCS Contracting, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 – GMP No. 2, in an amount not to exceed \$3,030,177.90, and authorize a transfer of funds from General Fund, Non-Departmental, Contingency Reserve to General Government Capital Projects Fund, Streets Capital, Other Streets Improvements, Dobson Road Intel Driveways, in the amount of \$1,161,356.

23. Professional Services Agreement No. ST1616.271, with Ardurra Group, Inc., for the Ocotillo Road Improvements – Gilbert Road to 148th Street Post-Design Services
Move City Council award Professional Services Agreement No. ST1616.271, to Ardurra Group, Inc., for the Ocotillo Road Improvements - Gilbert Road to 148th Street Post-Design Services, in an amount not to exceed \$86,605.
24. Professional Services Agreement No. ST1616.401, with Haydon Building Corp., for the Ocotillo Road Improvements – Gilbert Road to 148th Street
Move City Council award Construction Contract No. ST1616.401 to Haydon Building Corp., for the Ocotillo Road Improvements - Gilbert Road to 148th Street, in an amount not to exceed \$6,763,162.
25. Professional Services Agreement No. ST1616.451, with Consultant Engineering, Inc., for the Ocotillo Road Improvements – Gilbert Road to 148th Street Construction Management Services
Move City Council award Professional Services Agreement No. ST1616.451, to Consultant Engineering, Inc., for the Ocotillo Road Improvements - Gilbert Road to 148th Street Construction Management Services, in an amount not to exceed \$678,806.
26. Project Agreement No. WA2007.402, with PCL Construction, Inc., Pursuant to Job Order Contract No. JOC1915.401, for the Alma School Well Site Improvements
Move City Council award Project Agreement No. WA2007.402 to PCL Construction, Inc., Pursuant to Job Order Contract No. JOC1915.401, for the Alma School Well Site Improvements, in an amount not to exceed \$936,595.38.
27. Professional Services Agreement No. WA2007.451, with Wilson Engineers, LLC, for the Alma School Well Site Improvements Construction Management Services
Move City Council award Professional Services Agreement No. WA2007.451 to Wilson Engineers, LLC, for the Alma School Well Site Improvements Construction Management Services, in an amount not to exceed \$157,990.

COUNCILMEMBER ORLANDO said that Chandler has been considered a leader in the Valley for water conservation through different projects over the years. Now we are coming up to our well system. Councilmember Orlando asked who has the rights of water if things worsen.

JOHN KNUDSON, Public Works and Utilities Director answered that Chandler would not be in conflict with SRP over this water. The groundwater underneath Chandler and throughout the State in aquifers, is managed by the Arizona's Department of Water Resources. There are around 30 wells in Chandler, and around nine are partnered with SRP on. Each of those wells has a permit, which is administered by the State, with a certain amount of water appropriate to pump. Our wells are pumped for our use, to serve the residents of Chandler. SRP's wells have multiple uses: agricultural irrigation, residential use. Some of SRP's wells pump into the canals that serve the surface water plants throughout the valley. SRP partners with Chandler not only on well groundwater, but with providing water into the canals. Over the past 30 years, we have had partnerships with SRP to allow the City of Chandler first right of use on the partnered wells. This well, if Chandler does not use it, SRP could pump it into the Western canal to provide to the Tempe plant. It is a shared, cooperative source of water.

COUNCILMEMBER ORLANDO thanked staff and said we have done a lot to protect our residents and businesses in our community over the years.

COUNCILMEMBER LOPEZ reaffirmed that Chandler has sustained the diversification of water sources through partnerships. Chandler's maintenance of its wells has put us in a good position.

28. Construction Manager at Risk Contract No. WW2005.252, with B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements Pre-Construction Services
- Move City Council award Construction Manager at Risk Contract No. WW2005.252, to B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements Pre-Construction Services, in an amount not to exceed \$494,546.80.

Adjourn

The meeting was adjourned at 6:33 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: June 9, 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 23rd day of May 2022. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2022.

City Clerk

Meeting Minutes

City Council Work Session

May 26, 2022 | 5:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ



Call to Order

The meeting was called to order by Mayor Kevin Hartke at 5:00 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

Josh Wright, City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Staff in Attendance

Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager / Chief Financial Officer
Andy Bass, Deputy City Manager
Steven Turner, Assistant to City Manager
Ryan Peters, Strategic Initiatives Director
Matt Burdick, Communications and Public Affairs Director
Melissa Quillard, Mayor and Council Communications Manager

Discussion

1. Update on City Council Strategic Framework

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, City Manager, introduced the discussion item and said that this Strategic Framework was adopted a year ago on May 13, 2021 and is a two-year plan intended to run through 2023. In the past year Chandler has continued to be a Community of Innovation, and received accolades for its safety, quality of life, and economic strength. Following Council's approval of the framework, the City's executive leadership team comprised of department heads and other executive level positions in the City conducted its own retreat to produce an action plan that outlines clear steps for achieving Council's vision. This action plan was presented to Council as part of a budget kickoff exercise in October of last year and formed the basis for the fiscal year 22-23 annual budget. One year into the Strategic Framework, we are pleased to announce we have made progress on 36 of 38 action items.

MR. WRIGHT presented the following presentation.

- Strategic Framework City Council Report
- Economic Vitality
- Employment Corridor Area Plans
 - Complete employment corridor area plan updates currently in progress, expanding affected planning areas where appropriate
 - Airpark Area Plan
 - An upgrade to the 1998 plan that provides strategic guidance of future developments within the area surrounding the Chandler Municipal Airport
 - Downtown Area Plans
 - Downtown Alley Way Study
 - Pedestrian & Wayfinding Study
 - Urban Land Institute Study
 - South Arizona Avenue Corridor Update
 - Analyze development patterns since the plan was adopted in 2006. Develop updated plan that reflects the latest trends in development along with new ideas for the area.
- Airport Development
 - Identify strategies for development of inside-the-fence vacant Airport properties per the 2021 Airport Master Plan
 - RFP for New Hangars
 - Issued an RFP for 4.3 acres on the north side of the airport to develop executive hangars as identified in the Airport Master Plan
 - Gate One was the successful submitter
 - If the contract is approved by City Council, development should be completed in less than two years
 - Airport Strategic Business Plan
 - Identify the development and financial goals, measurement criteria, and means to executing a successful capital development program
 - Refine the annual operating and maintenance expenses, and identification of future financial project requirements

- The Plan will also help to augment and provide a clear pathway to fulfilling the goals set forth in the recent Airport Master Plan Update completed in 2020
- Cooper Road extension and environmental analysis to highlight development on the Southside of the Airport
- Redevelopment Strategies
 - Update infill and redevelopment strategies, resources, policies, and codes
 - Update City Code to Help Facilitate Redevelopment in Chandler
 - Project Cornucopia is a collection of code updates that pertain to development in Chandler
 - After presenting to a Council Subcommittee on April 5, 2022, draft updates are in progress
- Higher Education Partnerships
 - Expand the City's partnership with Arizona State University, University of Arizona, Chandler-Gilbert Community College, and other higher education institutions
 - Relocate the U of A to the Johnathan Building
 - IGA to make the University of Arizona's Chandler location more accessible and visible to residents and employers. The University of Arizona will be hosting six open houses, and/or educational events per year from the new location
 - Combine Marketing Efforts with Economic Development and U of A
 - The University of Arizona has begun to offer their MBA program from the Chandler location
 - Improved Utilization of the ASU Chandler Innovation Center
 - City Council had a work session with ASU November 2021. Updates coming soon on potential deliverables with ASU
 - Pedestrian Corridor Study Grant in Downtown Chandler in Partnership with ASU
 - City received the Healthy Urban Environment Grant from ASU to evaluate Wall Street as a pedestrian corridor. The project included a week-long test period in March 2022 and a forthcoming report, written in collaboration with the project partners, which will be used not only for Wall St., but for other Downtown Chandler alleys.
 - City Internship Program with CGCC
 - Creation of internship program with Chandler-Gilbert Community College program which starts in July. The IGA is in progress
- Innovation & Technology
- Electric Vehicles
 - Increase the City's electric vehicle fleet and charging stations
 - Electric Vehicle Charging Feasibility Study
 - In FY 22/23 City staff will work with private and regional partners to develop a study to understand the true need and locations best suited for charging stations
 - Add Electric Car Charging Stations to City Facilities

- Install car charging stations to support initial electric/hybrid vehicles at the Public Work, Utilities and Planning and Development building, Fleet and the City Hall parking garage
 - City received a grant to install two charging stations at the City Hall parking garage from Arizona Public Service (APS)
- Purchase Hybrid/Electric Vehicles
 - Five electric vehicles ordered in FY 21/22
 - Nine hybrid trucks ordered in FY 21/22
 - One hybrid van ordered in FY 22/23
 - City fleet will have 26 hybrid vehicles and eight electric vehicles
- Energy Savings
 - In partnership with private utilities, develop a strategy for increased power production at City facilities from solar and/or renewable sources with a goal of lowering operating costs
 - Energy Audit
 - Conduct energy audit to specifically focus on building mechanical systems and their controls
 - The audit would be applied to the city's buildings with the highest electrical usage
 - EnergyCAP upgrade will allow staff to develop interval data/custom reports in order to identify utility cost avoidance opportunities
 - LED Street Light Conversion
 - Approximately 30% of the City's street light network has been converted to LED
 - Currently finishing audit of remaining street lights
 - Finalize agreement to replace remaining project with AZCares/General Fund
 - Council action late summer/early fall
 - New Solar Site Recommendations
 - Develop plan to map out potential locations for large scale solar sites around the City. Staff is in the initial process of developing the RFP with hope of selecting a vendor this summer
 - Staff will target sites near utility facilities to help reduce the energy costs at those facilities
- Sustainable Community
 - Recommend development policies that support a more sustainable community
 - Include energy efficiency requirements in the re-adoption of the Building Code (effective 7/1/22)
 - Review new single-family homes to be pre-wired for electric vehicle charging and commercial sites to have charging stations
 - Allow permeable pavers in lieu of asphalt to allow more flexibility on infill and redevelopment projects
 - Add data center zoning requirements

- Process Automation
 - Identify manual processes for conversion to automated (internal & external)
 - Manual signature/workflow processes
 - Contract management lifecycle enterprise wide
 - EDMS improvements by adding workflow processes
 - Convert court documents and prosecutor's office records to implement electronic processes and record storage
 - Boards and Commissions agendas and appointment processes
 - City Clerk records portal
 - Lab Information Management (LIMS) laboratory water testing
 - Compensation management system
 - Implement data analytics automation (data warehouse)
 - Implement a technology solution for Chandler Neighborhood Services for data driven decisions related to housing strategies
- Technology Enhancements
 - Continue technology enhancements to support mobility and efficiency solutions
 - Implement tools for cyber security and risk management
 - Collaboration Mobility
 - Office 365
 - 20 new collaboration conference rooms
 - Digital transformation/automation
 - Fleet management solution
 - Secure HR/payroll reporting
 - Pecos SWTP SCADA upgrade
 - Citizen Engagement
 - Smart parking downtown
 - Automated public records requests
 - Customer appointment enhancements
 - Virtual Programs
 - Process and work management efficiencies
 - Implement "Chandler Help"
 - Implement a new capital project internal charge process
 - Implement budget software and auto document creation
 - Implement Oracle Command Centers – dashboards
- Brand Standards
 - Update brand standards and communication technologies to promote a connected city
 - Publish New Brand Style Guidelines
 - Selected Chandler-based Commit Agency to work on this project
 - Currently refining the draft version of the brand style guidelines and recommendations

- Next steps include reviewing brand style guidelines and receive input from departments and City Management
 - Anticipated completion date is Summer 2022
- Launch the HR Recruitment Digital Marketing Campaign
 - Contracted with a digital marketing firm, Davidson Belluso, to develop web and digital content for recruitment efforts
 - A macro site for city wide information will be created and "micro" sites will be created for each department
 - Help increase visibility of city positions, increase the applicant pool with qualified applicants, and attract candidates from outside the current recruitment area
- Fiber Infrastructure
 - Initiate first phase of upgrades to City's fiber infrastructure (includes 17 groups of projects planned over 5-7 years)
 - Implementation of Phase 1A of the Fiber Master Plan
 - Dobson Rd. field verification project: Price Rd. and Innovation St. to Dobson Rd. and Chandler Blvd.
- Mobility
- Transportation Systems
 - Expand and/or renew pilot programs for micro transit, multimodal transportation, and intelligent transportation systems, including in underserved areas of Chandler
 - MAG Emerging Technology Program
 - AI technology to adjust traffic signal timing
 - Bicycle Detection Cameras (73 Intersections)
 - Fiber Optic Cable Upgrades
 - Congestion Monitoring (ARID) Device Installation
 - Communication equipment to gauge traffic speeds and assist in identifying congestion on City streets
 - Loop 101 Mobility
 - Advance the corridor as a model deployment for Integrated Corridor Management and connected vehicle initiatives
 - Regional Communication Network Upgrade at Loop 101 and Price Rd.
- Bike and Pedestrian Studies
 - Initiate bike/pedestrian studies for connecting employment, recreation, neighborhood, and entertainment nodes
 - Frye Road Protected Bike Lanes
 - Construct physical barrier to separate bikes from vehicular traffic on Frye Rd. from the Paseo Trail to 1/2-mile west of Arizona Ave.
 - Western Canal Crossing at UPRR
 - Bicycle and pedestrian improvements to the railroad crossing.
 - Downtown ADA Improvements

- Reconstructed curb ramps and sidewalks on Washington St., Boston St. and Chicago St. to bring the area up to ADA compliance.
- Canal and Trail Improvements
 - This project will complete the connection between the Ashley Trail and Paseo Trail at Cooper Road, approximately 1/2 mile north of Chandler Blvd. The project will add a safe crossing of Cooper Rd. and construct a 400' path east of Cooper Rd. to complete the connection.
- Price/Ocotillo Shared Use Path
 - This study provides 15% design plans for a shared-use path on Ocotillo Rd. from Dobson Rd. to 148th St. and protected bike lanes on Price Rd. from Ocotillo Rd. to Loop 202
- Hunt Highway Traffic Calming and Protected Bike Lane Study
 - This study will provide 15% design for a shared use path/ separated bike lane and potentially make recommendations for traffic calming on Hunt Highway from Cooper Rd. to Val Vista Dr.
- Bike Lane Projects
 - Complete design of new bike lane projects, connecting points of interest and fixing system gaps
 - McClintock Dr. and Kyrene Rd. Bike Lanes
 - Narrowed medians to add bike lanes on Kyrene Rd from Chandler Blvd north to Orchid Ln. and on McClintock Dr. from the Loop 202 north to the City border with Tempe. Other roadway improvements will be included.
 - Chandler Blvd. Bike Lanes
 - Project to add bike lanes on Chandler Blvd from I-10 to 56th St. Other roadway improvements also included.
 - Southeast Chandler Arterial Road Improvements
 - Improvements consist of four traffic lanes, bike lanes, sidewalks, curbs and gutters, street lighting, turn lanes, traffic signals, storm drainage, landscaping, right-of-way acquisition, and utility relocation
- Proposition 400 Extension
 - Finalize Proposition 400 Extension efforts in cooperation with regional partners and monitor availability of federal infrastructure grant opportunities
 - Loop 101 Widening
 - ADOT project, funded by regional Prop. 400 funds to add one lane in each direction. Chandler contributed funding to repaint aesthetic features in the corridor.
 - Loop 202 Widening
 - This project will add two lanes in each direction between Loop 101 and Val Vista Dr.
 - Arterial Widening

- The Arterial Lifecycle Program will have provided approximately \$135 Million over 20 years (2006 - 2025) to make improvements to the City's arterial streets and intersections
 - Transportation Master Plan Implementation
 - Council-approved plan recommends improvements to roadways, bike and pedestrian facilities and transit from 2020 - 2040.
- Transit Solutions
 - With employer input, determine appropriate transit solutions for employment corridors
 - Arizona Avenue Alternatives Analysis
 - Study on high-capacity transit that looked at alternatives on Arizona Ave
 - Price Flex Transit
 - Micro transit service in the southwestern part of Chandler
 - Autonomous Vehicle Industry Development
 - Strategic activities have included proactive outreach to companies, media campaigns, and participating in interviews, conferences and trade shows
 - First Mile Last Mile Program
 - Lyft partnership
 - Chandler Airpark Area Flex Transit Study
 - Flexible transit and micro transit options to serve the Chandler Airpark Area and the rest of Southeast Chandler
- Neighborhoods
- Diversity Programs
 - Using U.S. Census 2020 results and other data sources, identify diversity programs tailored to specific areas of the community
 - Diversity Events
 - City's DEI Division produced or participated in 37 events with community partners
 - The approximate event attendance was 62,133, a record high
 - Includes the online views of the 26th Annual Multicultural Festival and the new Chandler Contigo series of events held to celebrate Hispanic Heritage Month in fall 2020
 - 2022 Cultural Diversity Award by the National League of Cities
 - Bilingual Pay Program
 - Expansion of Bilingual Pay Program to include:
 - American Sign Language
 - Chinese
 - Hindi
 - Spanish
 - Tagalog
 - Vietnamese

- The program expansion recognizes the growth of languages commonly used in our community and the need to serve residents and businesses in other languages
- Neighborhood Programs
 - Integrate planning, programming, and communication efforts across City departments and partner agencies to positively impact disadvantaged neighborhoods
 - Envision Amberwood
 - Envision Program created to serve as an interdepartmental effort to engage and empower residents.
 - Envision Amberwood was held on March 1, 2022, and included a talent show and art walk with students from Sirrine Elementary School (600 in attendance).
 - Envision Galveston
 - Envision Galveston, “Touch a Truck” held on April 12 and included a job fair (900 in attendance).
 - Neighborhood surveys conducted and results are being evaluated.
 - For Our City Day
 - Volunteers paint homes, weed yards, and clean up alleys, provide free dumpsters for residents to get rid of unwanted stored items. The event serves traditional neighborhoods on the brink of decline and is coordinated by Neighborhood Programs.
 - Neighborhood Programs staff is currently in the process of surveying this year's targeted neighborhood to learn about the needs. This year's For Our City Day will take place Saturday, October 22, 2022.
 - Southside Village Neighborhood
 - Designed to encourage the preservation of the historical architecture and honor the individuals who came from this neighborhood and served the City of Chandler
 - Golden Neighbors Program
 - Connects seniors with cost-of-living assistance, resources for home repairs, everyday supplies such as toiletries, food, transportation assistance, and other senior needs
 - Monday, May 23, 2022, Neighborhood Program staff hosted the 2nd Golden Neighbors event
 - A third event will take place June 20, 2022. We are inviting PD and Oak Creek (non-profit) to share information regarding senior safety and other resources
 - Police Outreach and Engagement
 - Collaboration between multiple City and private resources to strengthen community partnerships and resiliency
 - Collaboration between PD and Boys and Girls Club to build trust and relationships.

- Public Housing
 - Initiate the City's first Rental Assistance Demonstration (RAD) development agreement to reposition the Public Housing Authority, including a focus on maintaining senior housing options
 - Rental Assistance Demonstration (RAD) Development
 - RAD is a HUD program that allows:
 - Funding for major building improvements
 - Stabilizing federal funding for the future
 - No Resident Displacement
 - No Loss of Housing Benefits
 - No Change in Rent Calculation (30% of income)
 - No Change in Management
 - A purchase offer has been made for the Trails End Apartments and the sale will close in July 2022
 - The proposed RAD project will have a total of 158 new housing units for existing public housing families and affordable units to include market rate units
- Development Codes
 - Review development codes and other tools to facilitate diversity of housing choices
 - Review Development Codes and Other Tools to Facilitate Diversity of Housing Choices
 - Reposition Public Housing to increase availability of units
 - Use planning tools and incentives to stimulate private sector housing affordability solutions
 - Update codes and area plans to reflect need for more housing options
 - Support State and Federal efforts to address housing strategies
 - Tenant Based Rental Assistance
 - Emergency Housing Vouchers
 - Landlord Incentive Program
- Revitalized Infrastructure
 - Identify unique themes and appropriate funding for new and revitalized infrastructure, particularly aging neighborhood parks
 - Utilities Water Pipe Replacement Program
 - Focuses on older neighborhoods, removing old cast iron pipe and replacing with new ductile iron pipe to improve system reliability
 - The Westwood Manor Neighborhood has been completed. The Chieftain Village and Kingston Neighborhoods are expected to be completed later this summer
 - Vida Park
 - This park has been referred to as East Mini Park for many years. Residents were involved in the re-naming process and suggested Vida Park. The Spanish translation for "vida" is "life."

- Project was completed May 2021
- Gazelle Meadows Park
 - Will be redone as part of the Detroit Basin Storm Drain Improvement project. Construction will begin in FY 22/23
- Hoopes Park
 - Replaced playground equipment
- San Marcos Park
 - Made landscape improvements
- Folley Park
 - Made landscape improvements
- Harris Park
 - Plans to add playground equipment in FY 22/23
- Pima Park
 - General improvements and maintenance to the park and fields
- Pueblo Alto Park
 - Replacing the ramada in FY 22/23
- Support School Districts
 - Support area school districts in maintaining or enhancing local schools as neighborhood anchors
 - Recreational Programming at Local Schools
 - Working with school districts to provide recreational programming at Kyrene Elementary School District and Chandler Unified School District to utilize gymnasiums for adults' sports, therapeutic recreation and other programs as needed
 - An IGA has been signed with Kyrene Elementary School District and staff is currently in discussion of how to implement IGA and determine future use of schools to provide various recreation programs
 - School Resource Officers
 - The Police Department has 11 School Resource Officers at 12 schools in the City of Chandler. All School Resource Officers have attended, and completed, the rigorous East Valley Crisis Intervention School.
 - Ongoing activities:
 - The School Resource Unit hosts a quarterly Youth Academy for students in grades seven through twelve. This provides students with an opportunity to learn jobs and functions of the Police Department as well as ask any questions they may have about modern policing.
 - The School Resource Unit facilitates a quarterly, "Youth Wilderness Experience" for underprivileged youth. This program is designed to promote self-discovery, principles of good character, and constructive interaction with others.
 - Future activities:

- Police Department command will participate in Chandler Unified School District's, "Portrait of a Graduate" program
- Diversity Mini-Grant Program
 - Annual promotion to local school districts of our Diversity mini-grant program which support cultural events or activities
 - Funding is almost all dispersed for FY21/22
 - Staff will market the program in the teacher and principal newsletter. Staff is working with CUSD Social workers on outreach to students on OBTS in July 2020
 - Staff is working with CUSD District staff to get a 1-page document on how community groups and businesses can help at different schools with actual needs and support opportunities listed out
- Quality of Life
- Behavioral Health
 - Evaluate resources needed to address community behavioral health issues and promote healthy lifestyles
 - Behavioral Health Unit
 - Full five Police Officer Behavioral Health Unit (BHU) effective July 1, 2022
 - Focus on calls for services involving a person in crisis
 - Expenses will be partially offset by Smart and Safe Shared Revenues
 - Embedded Solari crisis counselors in CPD's 911 Communications Center
 - Mental Health Conference
 - Free, community wide mental health event equipped Chandler students in Junior High and High School, along with parents and other adults who are struggling with the mental health issues of depression, anxiety, suicidal thoughts and self-harm.
 - Partnership with LifeLines, Compass Christian Church, Chandler Unified School District, and Dignity Health
 - Included:
 - Keynote Speakers
 - Vendors
 - Breakout sessions
 - Peer mentorship
 - Navigator Program (Chandler Connect)
 - Between July 1, 2021, and April 30, 2022, Chandler Connect has served 352 households (395 persons) experiencing homelessness
 - 98% of program participants that have exited the program with positive outcome of diversion
 - Program participants have received 3,892 services including basic needs, physical and mental health services, transportation services and identification and documents
 - Support Court

- Specialized court calendar dedicated to working with defendants that are experiencing homelessness to resolve their criminal charges with the assistance of navigators and justice partners
 - Since the start in November 2021, the court has seen approximately 20 cases
- Mental Health Court
 - This is a treatment court offered to connect individuals who have been charged with a criminal misdemeanor that are experiencing mental health issues with behavioral services offered by Mercy Maricopa
 - The court presides over 25 cases per month
- Veterans Court
 - A regional effort by the East Valley Municipal Courts sharing resources to connect veterans charged with a criminal offense with veterans services
 - Chandler Municipal Court refers about 45 cases per year to the Veterans Court
- Parks & Monuments
 - Lantana Ranch Park
 - In 2004, the City purchased approximately 70 acres of land located south of the Chandler Airport. Approximately 51 acres of this site will be developed as additional open space and utilized for general recreation. Phase one, which is 8-acres in size, serves as the neighborhood park adjacent community.
 - Completed December 2021
 - Tumbleweed Park Softball/Baseball Complex
 - Construction of four 300' softball fields is expected to begin in FY 22/23
 - Anticipated completion day is May 2024.
 - Homestead North Park
 - The park will include lighted paths, playgrounds, lighted basketball court, lighted pickleball court, ramadas, open space, and landscaping. This park is also adjacent to the Paseo Trail along the Consolidated Canal and will offer amenities relating to the trail such as fitness equipment and a maintenance area.
 - Estimated completion by October 2022
 - Field of Honor
 - The goal of the Memorial is to provide a space for remembrance and reflection. The plan
 - integrates the ideas of the veterans into the design featuring two distinctive, yet complimentary spaces (Family Plaza Overlook and Stars and Stripes Level). In 2016, the first phase of the project, the Family Plaza Overlook, was completed and dedicated. Phase two, the Stars and Stripes Level, is designed to match the exact ratio of the American Flag.
 - Completed November 2021
- Art Opportunities
 - Cultural Development Events and Grants

- Center for the Arts, Vision Gallery and Downtown Redevelopment received over \$1.7 million in grants from Federal and State funding
- Public Art Projects
 - Neighborhood Mural @ Harter Park
 - Police Department Memorial
 - INFLUX project
 - Breezeway Mural
 - 16 Utility Boxes in Uptown Chandler
- Chandler Museum Foundation
 - Chandler Museum has worked diligently with the Chandler Historical Society (CHS) to build trust and transparency to move CHS to dissolve and transfer their funds to the Chandler Museum Foundation (CMF). The first donation of \$250,000 was given by CHS with additional funding to come.
- Recreation Experience
 - Identify new technologies to improve recreational facility user experience and safety
 - Recreation Virtual Platform
 - Televeda was set up for the City during the pandemic to help reach our seniors within the community
 - Due to its great success, this service is being expanded to include other facilities
 - Permanent access to virtual recreation classes utilizing the Televeda platform will assist with reaching as many people as possible in the community that are of all ages and interest
 - Drowning Detection System
 - Established to provide an additional technology-based solution to aide in the detection of potential drowning situations
 - Alerts can be triggered when an individual accidentally falls in a community-based pool
 - Implementation of Drowning Detection System technology will compliment and not replace lifeguards' ability to monitor swimmers
 - Pool Equipment Room Controller
 - Aide in the monitoring and suggested chemical treatments for the community-based pools within the City
 - Implementation of internet accessible controllers aide in monitoring water chemistry levels, automate record keeping and will send alerts to technicians; including remote access capabilities
 - Weather Alerting
 - Will provide timely alerts for our community pool users and give both the citizen and community services staff time to take the appropriate actions
- Homelessness

- Recommend fiscally sustainable strategies for addressing homelessness and panhandling activities in Chandler
- Panhandling
 - The City received a permit from ADOT to install No Panhandling signs at freeway ramps in May 2022
 - Approximately 40 additional "Change Up" signs will be installed on Chandler streets in Summer 2022
- Encampment GIS Initiative
 - The Neighborhood Resources and Police Departments have developed a work flow and an ARCGIS database that will track encampments from first touch through remediation
 - Homeless outreach, Police and Code staff will all have access to the database to communicate and coordinate services
 - The database will also provide important data points including geographic locations, time between identification and remediation, service levels and outcomes for residents living at the encampments
 - 29 encampments have been documented since Neighborhood Resources began tracking them in February 2021
- Utility Infrastructure
 - Continuously monitor and recommend strategies for enhancing the City's utility infrastructure and water resources portfolio
 - Strategies for enhancing the City's utility infrastructure and water resources portfolio
 - Roosevelt Dam Flood Control Space Project will provide additional Salt River supplies during high flow years
 - Bartlett Dam Modification Project will provide additional Verde River supplies during high flow years
 - White Mountain Apache Tribe Settlement will provide additional Colorado River supplies on an annual basis
 - SRP CAP Interconnect Facility Project will allow Chandler to divert Salt and Verde Supplies to the CAP canal for delivery to Chandler's San Tan Vista Water Treatment Plant to meet the demands of customers outside of SRP service area
 - Reclaimed Water Interconnect Facility (RWIF)
 - RWIF allows the City to store more of its CAP water at its reclaimed water recharge sites
 - Leverage mostly existing infrastructure owned by the City to optimize local resources and the local aquifer, as well as satisfying future industrial water demands in the City
 - Intel Partnership
 - Relocate 230 kV SRP power lines along Alma School Road and Chandler Heights

- RWIF to provide Intel with water for cooling systems
- Loop 101/202 Repair
 - On January 27, 2022, City Council entered into a Joint Project Agreement (JPA) with the State of Arizona
 - The City will be reimbursed up to \$8,000,000 to repair the broken water main break near the Loop 101/202 Interchange
- Good Governance
- Space Assessment
 - Enhance existing City buildings based on recent space utilization and condition assessments
 - Study to determine if the City can avoid long-term maintenance expenses and enhance overall employee experience with increased efficiencies
 - Faithful + Gould selected to conduct space assessment
 - Analyze cost avoidance recommendations
 - Next step to perform feasibility cost/schedule analysis
- Voter Education
 - Promote voter education on bonds and home rule initiatives
 - Social media posts on the City of Chandler channels reminding residents of important dates
 - Print ads in community newspapers
 - Digital ads with Arizona Informant on Facebook
 - Partnership with Cultura Communications to reach Hispanic market
 - Bus shelter ads in 15 strategic locations
 - Newly designed publicity pamphlet mailed to all Chandler voters
 - Utility bill inserts in July 2021
 - San Tan Sun News article in September 2021
 - Videos specific to each bond question in English and Spanish
 - "What is a bond" educational video produced in English and Spanish
 - All five bond questions passed with an average of nearly 71%
- Create Savings
 - Seek opportunities to use one-time dollars to create ongoing savings
 - City of Chandler received recognition from the White House for creatively using Federal COVID relief funds as a way to generate ongoing savings to pay and recruit more police officers
- Grants & Partnerships
 - Maximize the use of grants and partnerships to achieve strategic goals
 - Created new Grants Administrator position
 - Received \$62,654,978 in grants in FY 21/22
- 21st Century Workforce
 - Recommend programs and strategies to continue building a 21st century workforce
 - Classification & Compensation Study

- New classification system that accurately reflects job requirements and responsibilities
- Provide flexibility needed to update classification and job duties
- 75th percentile market placement compensation strategy
- Completion and implementation of study results targeted for year-end 2022
- Implemented the Telework Administrative Regulation
- Upgrade all City computers to laptops to support mobility
- Adjustments to hiring process to provide more flexibility to hiring managers and applicants
- PSPRS Pay Down
 - Continue the City's plan to pay down its Public Safety Personnel Retirement System (PSPRS) obligations
 - On March 24, 2022, City Council directed staff to move towards a more aggressive payment plan to pay off the unfunded liabilities of the PSPRS pension system
 - Staff will use additional one-time funds from two years of COVID reduced budget and strong development revenues to make larger payments through FY 24/25
 - Projections show the City's PSPRS pension system will be 100% funded following the FY 26/27

MAYOR HARTKE commented that when he was in Washington, D.C., he received a call from the White House commending us on ways to keep the City safe. Mayor Hartke said we want to be known as a safe community and we do all we can to keep our streets safe. Mayor Hartke asked about traffic calming on Hunt Highway. There are concerns about traffic and traffic speeds in the area. Mayor Hartke asked what they are hoping to do in terms of calming, not just for bike lanes, but to slow traffic down from Val Vista to McQueen.

MR. WRIGHT answered that this has evolved over time, this was originally included in the 2019 Transportation Master Plan. It was a challenge to determine what would fit in the right-of-way. Since the discussion about the casino, staff has talked about expanding the scope study to include bike and pedestrian as well as traffic improvements. It depends on the land use models on the GRIC side. There may be further development that is currently unknown, but they need to be ready for that conversation on how to make that road safe.

COUNCILMEMBER ELLIS thanked staff for their support. Council has come together with staff for Chandler to leap to the next level. Councilmember Ellis said we are doing great work on the non-discrimination ordinance and that was not mentioned in the report. People typically ask and want to know what we are doing about diversity. The City needs to let people know what we are doing and that the work is being done.

MR. WRIGHT said that the first time that Council brought up the non-discrimination ordinance was at the end of the retreat last year. It did not make it into the formal plan or the DEI assessment. However, the process is underway, working with consultant and the panel. The

panels are going well. The study is on track, and we will likely hear about communication, how events are promoted, positive attendance for events, and the non-discrimination ordinance.

COUNCILMEMBER ELLIS commented that people will ask on the writing of the ordinance or a proposition. Councilmember Ellis requested more updates on this process.

COUNCILMEMBER HARRIS complimented the presentation. Councilmember Harris shared pride in our accomplishments over the past year. Councilmember Harris said they changed our brand statement; it shows our progress and change over time. Promoting our brand statement of a safe, diverse, equitable and inclusive community that connects people, chooses innovation and inspires excellence is important to share. Chandler is a proud city continuing to work on these issues.

COUNCILMEMBER ORLANDO said this presentation and accomplishments reflects well on staff. Councilmember Orlando asked how they keep track of meeting the objectives.

MR. WRIGHT said that performance management is a key part of what they do. Each of the five focus areas has a Council subcommittee as well as a staff subcommittee. Mr. Wright said they meet on a regular basis to get updates on accomplishments. This would eventually develop into into a performance dashboard, which would show a wider description of what they are doing to calculate metrics.

COUNCILMEMBER LOPEZ thanked staff for the presentation. This should be shared on the website to let people know what is going on in Chandler. It is reassurance that Chandler is doing what we should be and keep working forward to excellence.

COUNCILMEMBER STEWART thanked Mayor for promoting collaboration on the strategic framework. The vision is focused on the core competencies and what they are supposed to be doing. Chandler serves as an example for other cities.

COUNCILMEMBER HARRIS thanked Mayor for his leadership on bringing Council together for the retreat to work together the Strategic Framework for the City's unified vision.

COUNCILMEMBER ORLANDO added that over the past couple of years, the vocabulary focused on "maintenance", but now we are at a point of "enhancement". Councilmember Orlando said they are making things better for future generations.

COUNCILMEMBER STEWART shared that people love Chandler.

Adjourn

The meeting was adjourned at 5:48 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: June 9, 2022

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of Chandler, Arizona, held on the 26th day of May 2022. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2022.

City Clerk

Meeting Minutes

City Council Regular Meeting

May 26, 2022 | 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 Terry Roe
Councilmember OD Harris
Councilmember Mark Stewart
*Councilmember René Lopez
Councilmember Christine Ellis
Councilmember Matt Orlando

Appointee Attendance

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

*Councilmember Lopez attended telephonically.

MAYOR HARTKE asked for a moment of silence to honor victims of Uvalde, Texas and Buffalo, New York.

Invocation

The invocation was given by Reverend Denise Burns, Chandler First Church of the Nazarene.

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Ellis.

Consent Agenda and Discussion

City Clerk

1. May 2022 City Council Minutes
Move City Council approve the Council Meeting minutes of the Study Session of May 9, 2022, and Regular Meeting of May 12, 2022.
2. Board and Commission Appointments
Move City Council approve the Board and Commission appointments as recommended.

City Manager

3. Annual Membership Fee for Valley Metro Rail, Inc.
Move City Council authorize payment of the Fiscal Year 2021-2022 annual membership fee for Valley Metro Rail, Inc. (Metro), in the amount of \$49,995.

Community Services

4. Professional Services Agreement No. PR2201.201, with Barker Rinker Seacat Architecture, for the Tumbleweed Recreation Center Expansion Multi-Generational Facility Design Services
Move City Council award Professional Services Agreement No. PR2201.201 to Barker Rinker Seacat Architecture, for the Tumbleweed Recreation Center Expansion Multi-Generational Facility Design Services, in an amount not to exceed \$1,056,370.
5. Project Agreement No. PR2105.401 with ForeSite Design & Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for the Sunset Park ADA Improvements
Move City Council award Project Agreement No. PR2105.401 to ForeSite Design & Construction, Inc., Pursuant to Job Order Contract No. JOC1905.401, for the Sunset Park ADA Improvements, in an amount not to exceed \$303,616.00.
6. Professional Services Agreement No. PR2105.451, with Dibble CM, LLC, for the Sunset Park ADA Improvements Construction Management Services
Move City Council award Professional Services Agreement No. PR2105.451 to Dibble CM, LLC, for the Sunset Park ADA Improvements Construction Management Services, in an amount not to exceed \$34,100.

Cultural Development

7. Resolution No. 5585 Approving a First Amendment to the Development Agreement between Spike Lawrence Ventures, LLC, and the City of Chandler to Allow the Construction of a Mixed-Use, Four-Story Retail/Residential Housing Development on the New Square Phase 2 Site, Located at the Northeast Corner of Oregon Street and Chicago Street.
Move City Council adopt Resolution No. 5585 approving a First Amendment to the Development Agreement between Spike Lawrence Ventures, LLC, and the City of Chandler to allow the construction of a mixed-use, four-story retail/residential housing development

on the New Square Phase 2 site, located at the northeast corner of Oregon Street and Chicago Street.

Development Services

8. Final Adoption of Ordinance No. 5016, PLH21-0073 Veneto, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Medium Density Residential, Located on the Northeast Corner of Pleasant Drive and Pecos Road, Approximately ¼ Mile East of the Northeast Corner of Alma School and Pecos Roads
Rezoning
Move City Council adopt Ordinance No. 5016 approving PLH21-0073, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for medium density residential, subject to the conditions as recommended by Planning and Zoning Commission.
9. Final Adoption of Ordinance No. 5017, PLH21-0097 House for the Moore Family, Rezoning from Multi-family Residential District (MF-2) to Planned Area Development (PAD) for Single-Family Residential, Located South of the Southwest Corner of California and Chicago Streets, More Generally Located West of the Northwest Corner of Arizona Avenue and Frye Road
Move City Council adopt Ordinance No. 5017 approving PLH21-0097 House for the Moore Family, Rezoning from Multifamily Residential District (MF-2) to Planned Area Development (PAD) for Single-Family Residential, subject to the conditions as recommended by Planning and Zoning Commission.

Information Technology

10. Purchase of Webex Annual Subscription
Move City Council approve the purchase of Webex annual subscription from NTT America, Inc., utilizing the NPCA Contract No. 01-97, in the amount of \$143,812, for a two-year period, beginning May 1, 2022, through April 30, 2024, payable on an annual basis, and authorize the City Manager or designee to sign a linking agreement with NTT America, Inc.

Management Services

11. Resolution No. 5586, Adopting the Fiscal Year (FY) 2022-23 Tentative Budget and 2023-32 Tentative Capital Improvement Program (CIP) and Giving Notice of the Dates and Times for Hearing Taxpayers, for Final Adoption of the Budget, and for Setting the Tax Levies and Tax Rates
Move City Council pass and adopt Resolution No. 5586, adopting the FY 2022-23 Tentative Budget and 2023-2032 Tentative CIP and giving notice of the dates and times for hearing taxpayers, for final adoption of the budget, and for setting the tax levies and tax rates.

12. Agreement No. MS2-920-4405 with Questica, Ltd., for Budget Software Solution and Support
Move City Council approve Agreement No. MS2-920-4405, with Questica, Ltd., for the budget software solution, implementation, and support services in an amount not to exceed \$1,367,517, beginning on the effective date of the agreement, for a period of five years.
13. Agreement No. MS8-946-3910, Amendment No. 5, for Audit Services
Move City Council approve Agreement No. MS8-46-3910, Amendment No. 5, with Heinfeld, Meech & Co., P.C., for audit services, in the amount of \$148,910, for the period of June 1, 2022, through May 31, 2023.
14. Agreement No. WH8-890-3914, Amendment No. 4, for Waterworks Supplies
Move City Council approve Agreement No. WH8-890-3914, Amendment No. 4, with Core and Main, LP, for waterworks supplies, in an amount not to exceed \$500,000, for the period of June 1, 2022, through May 31, 2023.
15. Purchase of Janitorial and Sanitation Supplies
Move City Council approve the purchase of janitorial and sanitation supplies from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed \$250,000, for the period of June 1, 2022, through May 31, 2023.
16. New License Series 12, Restaurant Liquor License application for CEC Entertainment (Arizona), LLC, DBA Chuck E Cheese's #3260
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 189746, a Series 12, Restaurant Liquor License, for Ryan Witner Anderson, Agent, CEC Entertainment (Arizona), LLC, DBA Chuck E Cheese's #3260, located at 2977 W. Frye Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 302401.

Public Works and Utilities

17. Introduction of Ordinance No. 5012 Authorizing the Abandonment of a Drainage Easement No Longer Needed for Public Use
Move City Council introduce and tentatively adopt Ordinance No. 5012 authorizing the abandonment of a drainage easement no longer needed for public use on property located at the northeast corner of Cooper and Germann roads.
18. Introduction of Ordinance No. 5015 Authorizing the Abandonment of a Temporary Access Easement on Property Located at the Northeast Corner of Chandler Boulevard and Pleasant Drive

Move City Council introduce and tentatively adopt Ordinance No. 5015 authorizing the abandonment of a temporary access easement on property located at the northeast corner of Chandler Boulevard and Pleasant Drive.

19. Resolution No. 5549 Approving the Acquisition of Real Property Needed for the Chandler Heights Road Utility Relocations and Salt River Project 230kV Power Line Easement in the Vicinity of Chandler Heights Road from the Union Pacific Railroad Alignment to Dobson Road

Move City Council approve Resolution No. 5549 determining that acquisition of real property needed for the Chandler Heights Road utility relocations and Salt River Project 230 kilovolt power line easement in the vicinity of Chandler Heights Road from the Union Pacific Railroad alignment to Dobson Road is a matter of public necessity; approving the purchase of such real property at market value plus closing and escrow fees; authorizing the City's Real Estate Manager to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions; approving eminent domain proceedings as needed to acquire said real property and obtain immediate possession thereof; and approving relocation services as may be needed and required by law.

20. Agreement No. PW0-745-4183, Amendment No. 3, with M.R. Tanner Development and Construction, Inc., for Street Maintenance Repaving, Surface Seal, and Repair Services

Move City Council approve Agreement No. PW0-745-4183, Amendment No. 3, with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, increasing the spending limit by \$1,000,000, for a revised amount not to exceed \$8,241,860.75.

21. Purchase of SCADA Network Hardware Upgrades

Move City Council approve the purchase of SCADA network hardware upgrades, from Sentinel Technologies, Inc., utilizing 1GPA Contract No. 22-02PV-18, in an amount not to exceed \$800,000.

22. Construction Manager at Risk Contract No. ST2009.401, Change Order No. 1, with DCS Contracting, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 – GMP No. 2

Move City Council award Construction Manager at Risk Contract No. ST2009.401, Change Order No. 1, to DCS Contracting, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 – GMP No. 2, in an amount not to exceed \$3,030,177.90, and authorize a transfer of funds from General Fund, Non-Departmental, Contingency Reserve to General Government Capital Projects Fund, Streets Capital, Other Streets Improvements, Dobson Road Intel Driveways, in the amount of \$1,161,356.

23. Professional Services Agreement No. ST1616.271, with Ardurra Group, Inc., for the Ocotillo Road Improvements – Gilbert Road to 148th Street Post-Design Services
Move City Council award Professional Services Agreement No. ST1616.271, to Ardurra Group, Inc., for the Ocotillo Road Improvements - Gilbert Road to 148th Street Post-Design Services, in an amount not to exceed \$86,605.
24. Professional Services Agreement No. ST1616.401, with Haydon Building Corp., for the Ocotillo Road Improvements – Gilbert Road to 148th Street
Move City Council award Construction Contract No. ST1616.401 to Haydon Building Corp., for the Ocotillo Road Improvements - Gilbert Road to 148th Street, in an amount not to exceed \$6,763,162.
25. Professional Services Agreement No. ST1616.451, with Consultant Engineering, Inc., for the Ocotillo Road Improvements – Gilbert Road to 148th Street Construction Management Services
Move City Council award Professional Services Agreement No. ST1616.451, to Consultant Engineering, Inc., for the Ocotillo Road Improvements - Gilbert Road to 148th Street Construction Management Services, in an amount not to exceed \$678,806.
26. Project Agreement No. WA2007.402, with PCL Construction, Inc., Pursuant to Job Order Contract No. JOC1915.401, for the Alma School Well Site Improvements
Move City Council award Project Agreement No. WA2007.402 to PCL Construction, Inc., Pursuant to Job Order Contract No. JOC1915.401, for the Alma School Well Site Improvements, in an amount not to exceed \$936,595.38.
27. Professional Services Agreement No. WA2007.451, with Wilson Engineers, LLC, for the Alma School Well Site Improvements Construction Management Services
Move City Council award Professional Services Agreement No. WA2007.451 to Wilson Engineers, LLC, for the Alma School Well Site Improvements Construction Management Services, in an amount not to exceed \$157,990.
28. Construction Manager at Risk Contract No. WW2005.252, with B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements Pre-Construction Services
Move City Council award Construction Manager at Risk Contract No. WW2005.252, to B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements Pre-Construction Services, in an amount not to exceed \$494,546.80.

Consent Agenda Motion and Vote

Councilmember Orlando moved to approve the Consent Agenda of the May 26, 2022, Regular City Council Meeting; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

Unscheduled Public Appearances

There were none.

Current Events

Mayor's Announcements

MAYOR HARTKE gave kudos to the DEI team for their activity in promoting Asian American Pacific Islander Heritage Month events such as the Asian Heritage Cultural Showcase, Asian American Community Conference, and themed story times at the library.

MAYOR HARTKE wished everyone a happy and safe Memorial Day weekend.

Council's Announcements

COUNCILMEMBER HARRIS said that he organized the Mental Health Candlelight Vigil, and thanked community leadership, volunteers, and students who supported this event.

COUNCILMEMBER HARRIS mentioned Chandler resident Lloyd Boyd turned 100 years old last week and wished him a happy birthday.

COUNCILMEMBER HARRIS shared on behalf of COUNCILMEMBER LOPEZ that he would be attending the Memorial Day Service at the Valley of the Sun cemetery on Monday, May 30 at 9:00 a.m. Councilmember Harris said they are grateful for our military heroes.

VICE MAYOR ROE wished everyone a happy Memorial Day.

COUNCILMEMBER STEWART mentioned he attended the Chandler Chamber of Commerce Policy Impact Series Cybersecurity event with other staff and thanked the Chamber for putting on this event.

COUNCILMEMBER ELLIS thanked Francisco Luciano and Stephen Erno for what they have done at Chandler, and what they would accomplish in the future.

COUNCILMEMBER ORLANDO mentioned he would be at the Valley of the Sun Memorial Day Event on Monday and that the Chamber's Cybersecurity event went well.

City Manager's Announcements

None.

Adjourn

The meeting was adjourned at 6:11 p.m.

ATTEST: _____
City Clerk Mayor

Approval Date of Minutes: June 9, 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 26th day of May 2022. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2022.

City Clerk



City Council Memorandum City Clerk's Office Memo No.

Date: June 9, 2022
To: Vice Mayor and City Council
From: Mayor Kevin Hartke
Subject: Board and Commission Appointments

Proposed Motion:

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

Human Relations Commission

Beatriz Ramirez



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

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Matthew Burdick, Communications and Public Affairs Director
From: Matt Burdick, Communications and Public Affairs Director
Subject: Purchase of EditShare Equipment

Proposed Motion:

Move City Council approve the purchase of EditShare equipment, from EAR Professional Audio Video, utilizing the 1GPA Contract No. 22-02PV-06, in the amount of \$71,987.

Background/Discussion:

This purchase is for a video production storage system that enables video footage to be uploaded, stored and shared among staff as they edit and produce video packages for the City of Chandler.

Evaluation:

Paradise Valley School District, on behalf of 1GPA, competitively solicited and awarded a contract for technology and audio/visual solutions. The City has a current agreement with 1GPA that permits the cooperative use of their contracts.

Financial Implications:

The purchase is funded through the Video Production Cost Center (1071). Funding for this agreement is contingent upon City Council adopting the FY2022-23 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1071.6314.0.0.0	General Fund	N/A	\$71,987	N



City Council Memorandum Cultural Development Memo No. CD 22-035

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Kim Moyers, Cultural Development Director
From: John Owens, Downtown Redevelopment Specialist
Subject: Resolution No. 5589, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2022-23 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of \$118,804.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5589, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2022-23 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of \$118,804.

Background:

At the Chandler City Council meetings on March 24, 2022, and May 12, 2022, the Mayor and City Council took all actions necessary to renew the EMSD. Staff is requesting approval of an EMSD Agreement with the Downtown Chandler Community Partnership (DCCP). Through this action, the DCCP is designated as the entity to manage and operate programs in the EMSD.

Discussion:

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

The agreement also details the City's participation in the EMSD. Financially, the City of Chandler voluntarily contributes \$118,804 to the EMSD. The agreement

also identifies how payments will be made from the City to the DCCP, both using City funds and using funds obtained through the assessment of private property owners through the Maricopa County Assessor's Office. Finally, the agreement outlines the City-provided services that will be delivered during the term of the agreement.

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

Should Mayor and Council pass and adopt Resolution No. 5589, staff will process the first voluntary payment to the DCCP prior to July 15, 2022, as specified in the agreement.

Financial Implications:

Assessments for privately-owned property in the District total \$191,829. Staff has forwarded the Assessment Roll to Maricopa County for inclusion in the fall property tax bills. The City's voluntary contribution of \$118,804 has been included in the Downtown Redevelopment budget for Fiscal Year 2022-23. The total amount of the EMSD budget for Fiscal Year 2022-23 is \$310,633.

Attachments

Resolution No. 5589

City of Chandler and DCCP Contract

Contract Exhibit A: DCCP Boundary Map

Contract Exhibit B: DCCP Operating Plan

Contract Exhibit C: City Services Provided Downtown

DCCP Insurance Certificate

RESOLUTION NO. 5589

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ENHANCED MUNICIPAL SERVICES DISTRICT AGREEMENT FOR FISCAL YEAR 2022-2023, BETWEEN THE CITY OF CHANDLER AND THE DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, AND AUTHORIZING THE CITY'S VOLUNTARY CONTRIBUTION IN THE AMOUNT OF \$118,804.

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

WHEREAS, the Mayor and Council did make an annual statement and estimate of the expenses of the District for the fiscal year commencing July 1, 2022 and ending June 30, 2023; and did assess the total sum upon the several lots within the District; and

WHEREAS, Mayor and Council adopted Resolution No. 5581 approving the 2022-2023 annual assessment for the Downtown Chandler Enhanced Municipal Services District; and

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

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

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

WHEREAS, said Agreement describes a work program to be performed by the District and City maintained baseline service levels for the period beginning July 1, 2022 and ending June 30, 2023; and

WHEREAS, said Agreement pledges the City's commitment to pay a voluntary contribution to the District and identifies two equal installments to be made to the DCCP on or before July 15, 2022 and January 15, 2023.

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

Section 1. Approves the annual Downtown Chandler Enhanced Municipal Services Agreement for Fiscal Year 2022-2023, in the form attached hereto as Exhibit A, and authorizes the Mayor to execute the Agreement on behalf of the City.

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

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

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of June, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5589 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of June, 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES AGREEMENT FOR FISCAL YEAR 2022-2023

THIS AGREEMENT is entered into effective July 1, 2022, by and between the CITY OF CHANDLER, an Arizona municipal corporation (the "City"), and DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, an Arizona non-profit corporation (the "DCCP").

RECITALS

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

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

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

SECTION 1 **SCOPE OF SERVICES**

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

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

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

1.4. **Safety and Beautification.** The DCCP shall implement programs that clean the physical environment of the District, thereby enhancing public safety services. In addition, the DCCP shall provide supplemental projects including street banners, informational directories, building light lines and annual holiday light displays. Additionally, the DCCP shall regularly communicate with the City on general maintenance and beautification to ensure a well-maintained and appealing atmosphere.

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

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

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

1.8. **Coordination With The City.** In order that this Agreement may be considered for renewal for fiscal year 2022-2023, the DCCP shall:

a. Provide, for approval by the City, (i) any recommended modifications to the description of the scope of services described in attached Exhibit "B" or otherwise described in this section 1 of this Agreement, (ii) a detailed operating budget that meets the modified scope of services, (iii) an accounting of anticipated and existing carryforward and how it will be utilized during the timeframe of this agreement. The proposed modifications and the operating budget including carryforward shall be submitted to the City by March 24, 2022 and the City shall take action on both items on June 9, 2022.

b. Provide, for the term of this Agreement, the DCCP shall provide two progress reports to the City in the months of January and June of each year, to include information on relevant topics such as events, attendance, hours devoted to clean and safe activities, marketing reach, etc.

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

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

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

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

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

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

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

SECTION 2

EFFECTIVE DATE

2.1. **Term.** This Agreement shall be for the City's fiscal year beginning July 1, 2022 and ending June 30, 2023.

SECTION 3

COMPENSATION

3.1. **Remittance of Assessments.** The City agrees to remit to the DCCP, for the services to be rendered by it under this Agreement, an amount equal to the annual assessment of the Chandler Enhanced Municipal Services District as collected and distributed by the Maricopa County Treasurer for fiscal year 2022-2023. Payments by the City shall be made to the DCCP when received by the City from the Maricopa County Treasurer.

3.2. **Voluntary Contribution.** The City shall pay to the DCCP a voluntary contribution of \$118,804 (One hundred eighteen thousand, eight hundred and four dollars) in two equal installments, the first on or before July 15, 2022, and the second on or before January 15, 2023.

3.3. **Reserve Fund.** The DCCP shall establish a contingency fund as a reserve to use as operating funds for fiscal year 2022-2023. The reserve will be sufficient enough to use as operating funds until such time that the City receives assessment funds from Maricopa County. The DCCP Board may set and carry a reserve level not to exceed 20% of that years' assessment. If the DCCP Board wishes to accumulate funds for a specific project in addition to the 20% reserve, a written proposal may be submitted to the City for consideration. Upon City approval, Temporarily Restricted Funds may be earmarked for the project; however, if the project does not move forward in the agreed upon timeframe, the monies will be returned to the general Temporarily Restricted Funds and the reserve spent down.

SECTION 4

INSURANCE AND INDEMNIFICATION

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

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

SECTION 5

TERMINATION

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

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

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

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

SECTION 6

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Kevin Hartke, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney TA

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

By: _____
Jamie Hoffman, Chair

ATTEST:

Exhibit A

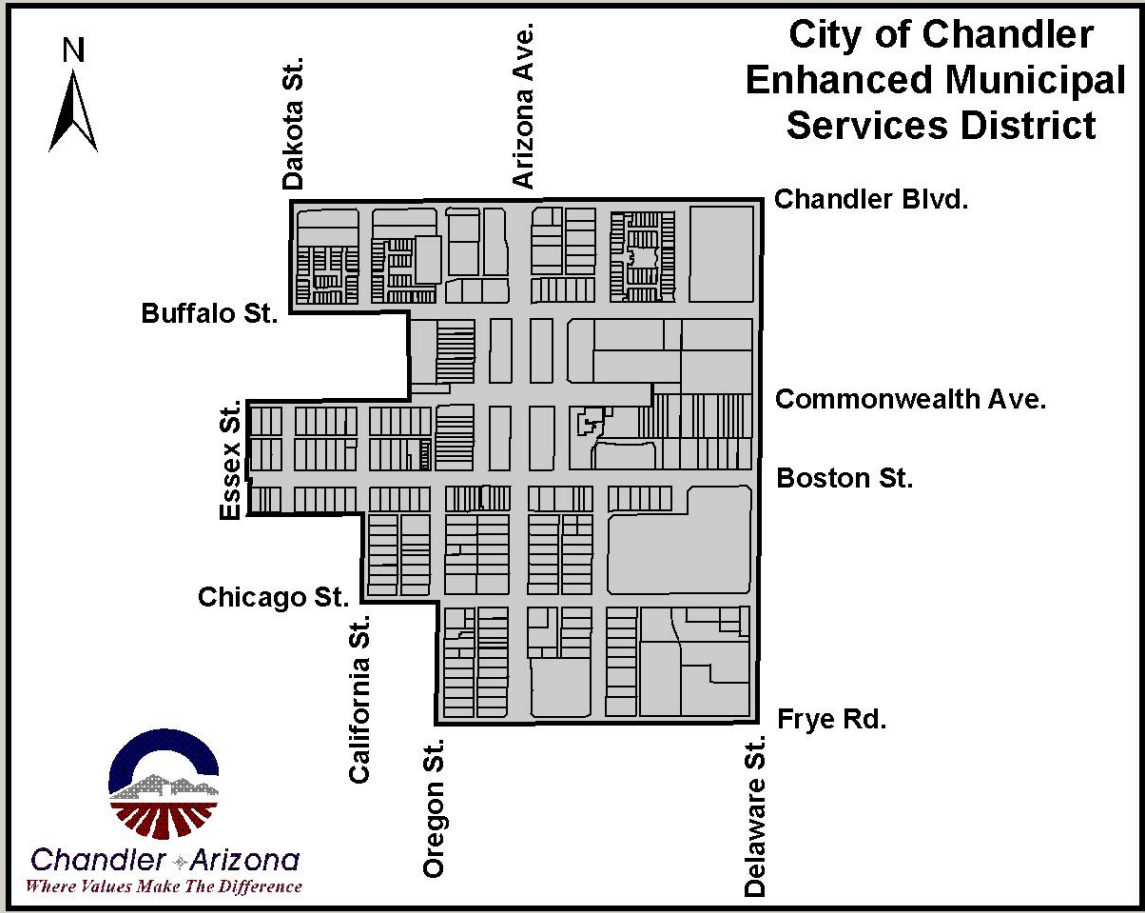


Exhibit B



Downtown Chandler Community Partnership 2022-23 Work Plan

1. Marketing and Promotion

A. Promotional Events/Programs

- Seasonal Events and Promotions: Winter, Spring, Summer, Fall
- Events: Sippin' Santa's, Your Bacon Me Crazy Brunch Crawl, Sugarland, Downtown Chandler Farmers Market
- Holiday campaign
- Small Business Saturday
- Holiday Décor/Seasonal Lighting
- Event Partnerships – Fine Arts and Wine Festival
- Serve on City Special Events Committee

B. Downtown Marketing and Communications

- Downtown map/brochures kept current and regularly updated
- Seasonal Promotional Campaigns – Play and Patio – Channel Your Chill
- Brand Campaign – Downtown Live!
- Monthly Newsletters – Downtown Update (Stakeholders) and Downtown Dish (public)
- Special Event Notifications/communications
- Website kept current and regularly updated
- Promote downtown parking options, both surface and garage
- Social media
- Kiosks/banners kept current and regularly updated
- Collaborative marketing with downtown businesses
- Online event calendar kept current regularly updated
- Assist City in Communication efforts with Downtown Businesses and Property Owners

2. Safety and Beautification

- Clean Team Services - 7 days a week – minimum 40 hours
- Ambassador Program 2-3-month pilot program on the weekends during high visitor season.
- Provide flower planting in pots along colonnade area and intersection of Frye and AZ. Ave/Boston/AZ Ave as needed.

Exhibit B

3. Downtown Management

- 6-Downtown Stakeholders Meetings
- Minimum 9 Board Meetings
- Annual Satisfaction survey
- Monthly Financials
- Bi-annual audit (odd years)
- Annual Meeting
- Annual Report
- DCCP Workplan
- DCCP Budget
- EMSD Renewal
- Advocate for Downtown projects, businesses and property owners
- Liaison between stakeholders/City
- Fundraising efforts for Special Programs/Projects

EXHIBIT C
CITY SERVICES PROVIDED IN DOWNTOWN
FY2022-23

City Services to Be Provided to Downtown

Downtown Redevelopment Staff
(Non-exhaustive list of responsibilities)

- Manage all economic development activities in Downtown Chandler, including, but not limited to:
 - Business recruitment, retention, and expansion assistance
 - Deployment of City-owned land for redevelopment projects through the request for proposal process
 - Management and negotiation of development agreements
 - Serving as a liaison between the downtown business community and the City of Chandler
 - Providing research services and analyzing relevant economic data
- Initiate and implement the various projects and activities of the City's Downtown program including, but not limited to:
 - Coordinating and leading City Capital Improvement Projects throughout Downtown Chandler
 - Coordinating maintenance tasks within the physical environment throughout Downtown Chandler
 - Leading and coordinating the implementation of various new improvements
 - Coordinating with the City's Communication and Public Affairs Department to create marketing content and events for Downtown Chandler
 - Leverage best practices for the implementation of placemaking projects
- Serve as the liaison between the Downtown Chandler Community Partnership and the City of Chandler
- Coordinate across City departments and the Downtown Chandler community to address quality of life issues

City of Chandler Police Department

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

City of Chandler Public Works Department

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

City of Chandler Downtown Maintenance Costs Chandler Park Maintenance

Downtown Storefront Maintenance Costs

- Sidewalk maintenance and cleaning including power-washing once every two weeks and emptying trash cans once per week, as well as other tasks as needed

Landscaping Behind San Marcos Place Storefronts

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

Breezeway Cleaning

- Maintenance tasks including power-washing of breezeway once every two weeks and other maintenance tasks as needed
- Pick up trash twice per week

Sidewalk Flower Pots

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

Parking Lot Sweeping

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

A.J. Chandler Park

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

City of Chandler Building and Facilities

Downtown Period & Colonnade Lighting & Repairs

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2375 E. Camelback Road #250 Phoenix, AZ 85016		CONTACT NAME: Sara Dunsmore PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sara.dunsmore@usi.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance Company NAIC # 22543 INSURER B: Property and Casualty Ins Co of Hartford 34690 INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Downtown Chandler Community Partnership 100 W Boston St, Ste 5 Chandler, AZ 85225			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CP3165566	07/10/2021	07/10/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CP3165566	07/10/2021	07/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CU3165568	07/10/2021	07/10/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	59WECRF3527	09/20/2021	09/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Liquor Liability		CP3165566	07/10/2021	07/10/2022	\$1,000,000 per occur \$2,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to The City of Chandler, its agents, representatives, officers, directors, officials, and employees, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. Severability of interest (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Chandler 175 S Arizona Ave Chandler, AZ 85225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

applies to General Liability.



City Council Memorandum Economic Development Memo No. N/A

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Economic Development Director
From: Kimberly Janes, Tourism Program Manager
Subject: Agreement No. ED8-920-3876, Amendment No. 4, with Simpleview, LLC, for Search Engine Optimization and Pay Per Click Services

Proposed Motion:

Move City Council approve Agreement No. ED8-920-3876, Amendment No. 4, with Simpleview, LLC, for search engine optimization and pay per click services, in an amount not to exceed \$75,200, for the period of one year, beginning July 1, 2022, through June 30, 2023.

Background/Discussion:

The Proposition 302 Maricopa County Grant program (Prop 302) is available to destination marketing organizations within Maricopa County and is administered by the Arizona Office of Tourism. The purpose of this grant program is to provide funding for new and expanded tourism marketing activities such as advertising, website development, public relations and travel industry marketing that focus on promoting the community as a destination. The City of Chandler has utilized Prop 302 to fund the development, maintenance, and support of the City's tourism website, www.VisitChandler.com, since 2003.

The responsive website features essential Chandler tourism information including, but not limited to, hotel accommodations, attractions, a calendar of events, and a dining guide. It is a key marketing tool to reach potential visitors.

VisitChandler.com is featured on all promotional materials and advertisements and is also used to measure the success of advertisements and general promotions.

The website is a key source of information for people researching travel to Chandler and continues to drive online traffic. For Fiscal Year (FY) 2021-22,

year-to-date through April 2022, the tourism website generated 472,752 sessions, representing a 103.4% increase in traffic when compared to the same period in FY 2020-21.

Pay per click (PPC) ads are strategically placed website advertisements which appear on the right and on top of natural search engine results for specific keywords and phrases. PPC is typically a strong marketing strategy when trying to rank highly competitive keywords and phrases with more immediate results.

Search Engine Optimization (SEO) is an organic method of increasing the likelihood that a website is found by a user when searching for a keyword or phrase through a search engine, thereby connecting the user with the content he or she is seeking. SEO is a strong, long-term strategy which requires a continual investment of time but provides lasting website growth.

In FY 2018-19, the tourism website was refreshed and was designed to execute specific, strategic digital campaigns aligned with the Tourism Strategic Plan. A block of simple support hours allows for minor modifications within FY 2022-23.

Evaluation:

On June 14, 2018, City Council approved Agreement No. ED8-920-3876, with Simpleview, LLC, for search engine optimization and pay per click services, for a one-year period, with the option of up to four one-year extensions. Staff recommends the extension of the Agreement for the period of one year, beginning July 1, 2022, through June 30, 2023.

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY2022-23 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
217.1580.5219.0.3ED001	Grants	Prop 302 Tourism Grant	\$75,200.00	N

Attachments

Amendment



City Clerk Document No. _____

City Council Meeting Date: June 9, 2022

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
SEARCH ENGINE OPTIMIZATION AND PAY PER CLICK SERVICES
CITY OF CHANDLER AGREEMENT NO. ED8-920-3876**

THIS AMENDMENT NO. 4 (Amendment No. 4) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Simpleview, LLC, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for search engine optimization and pay per click services (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2018 through June 30, 2019, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the fourth option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section 4, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 4. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed \$75,200.00.
3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period July 1, 2022, through June 30, 2023.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Scott Meredith

Its: Head of Contracts & Procurement

APPROVED AS TO FORM:

By: _____
City Attorney

mm

ATTEST:

By: _____
City Clerk

REVISED EXHIBIT B FEE SCHEDULE

Section 1: Search Engine Optimization All-inclusive pricing for the services described in the Scope of Work.	
Organic SEO and Reporting	\$24,000.00 per year
Analytics	Included in Management Fee
Section 2: Pay Per Click All-inclusive pricing for the services described in the Scope of Work.	
PPC Management	\$7,200.00 per year
PPC Spend	\$36,000.00 per year
Section 3: Simple Support	
	\$8,000.00 per year
Section 3: Total Annual Cost Total annual cost of services for Sections 1, 2 and 3 above.	
	\$75,200.00
Section 4: Hourly Rates Provide staff roles and hourly rates for services in addition to the Scope.	
Role: Lela Scott MacNeil (Digital Media Analyst)	\$125.00 per hour
Role: Leanna Gonzalez (SEO Analyst)	\$125.00 per hour



City Council Memorandum Facilities and Fleet Memo No. N/A

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Mike Hollingsworth, Facilities & Fleet Manager
Subject: Maintenance, Repair, and Purchase of Doors, Locking Systems, Door Hardware, and Operable Walls

Proposed Motion:

Move City Council approve the utilization of the Mohave Educational Services Cooperative Contract No. 21H-DHP-0917, for maintenance, repairs, and purchase of bay doors, locking systems, door hardware, and operable walls, from DH Pace Company, Inc., in an amount not to exceed \$126,764.

Background/Discussion:

The City maintains various doors, locking systems and operable walls. This agreement will allow DH Pace, as needed, to provide maintenance and repairs to various overhead doors, locking systems, gates, door hardware and operable walls, as well as purchase of related parts, in an amount up to \$50,000.

In addition, the Chandler Police Department, in coordination with Chandler Fire Department, will use DH Pace to provide services to remove and relocate an existing sliding steel gate at the east entry of the Public Safety Training Center. The existing gate will be relocated further east along the main entrance to the Public Safety Training Center and Fire Training buildings. The relocation will provide a single controlled access point to both training centers. The desire is to re-use the existing gate and, as much as practical, the existing hardware. The estimate for the proposed relocation is \$76,764. The access control components of this project will be executed under a separate contract.

Evaluation:

Mohave Educational Services Cooperative, Inc., competitively solicited and awarded a contract to DH Pace Company Inc., for doors, locking systems, door hardware and operable walls. The City has an agreement with Mohave Educational Services Cooperative that permits the cooperative use of its contracts. The term of the Mohave Educational Services Cooperative contract is valid through September 16, 2022.

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2022-23 budget.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3200.5410.0.0.0	General Fund	N/A	\$50,000	N
460.2100.6210.0.6PD646	Public Safety Police Bond Fund	Public Safety Training Facility	\$12,795	Y
401.2100.6210.0.6PD646	General Government Capital Fund	Public Safety Training Facility	\$63,969	Y



City Council Memorandum Facilities and Fleet Memo No. N/A

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Mike Hollingsworth, Facilities & Fleet Manager
Subject: Sole Source Purchase of Beam Global Electric Vehicle (EV) ARC 2020 Solar Powered EV Charging Stations

Proposed Motion:

Move City Council approve the sole source purchase of two Beam Global EV ARC 2020 Solar Powered EV Charging Stations in an amount not to exceed \$145,350.

Background/Discussion:

As the City adds more electric vehicles to its fleet, staff have identified the need for a vehicle charging station to be installed at the City Fleet Division building at the Armstrong Yard, located near McQueen Road and Armstrong Way. There is currently no charging station at this building.

Staff evaluated and costed the engineering, design, and construction to add a permanent, fixed charging station and electrical infrastructure at this location, which was approximately \$98,000. When reviewing alternative solutions, a solar-powered EV charging station option offered by Beam Global was shown to be less expensive (\$70,000-\$75,000) as well as portable as an off-grid solution, not relying on external power sources, and having no utility costs. Staff is requesting to purchase one unit this fiscal year to be used at the City Fleet Division building and one next fiscal year, should the Council contingency budget amendments (which also appear on this agenda) be approved, for placement at City facilities that have the greatest need.

Evaluation:

The EV ARC 2020 is the world's first and only fully-autonomous, transportable, solar-powered electric vehicle charging system. Purchase of this product is currently only available through Beam Global. Staff reviewed this as a sole source purchase based on sole source criteria. It is recommended that up to two solar-powered electric vehicle charging systems from Beam Global be approved through sole source.

Financial Implications:

Partial funding will come from General Fund, Non-Departmental Cost Center, Motor Vehicles Account, Smart Cities/Innovations Subaccount (101.1290.6310.7SMT) in the amount of \$45,908. Additionally, the Fleet Division will use General Fund, Fleet Services Cost Center, Motor Vehicles Account, Smart Cities/Innovations Subaccount (101.1270.6310.7SMT) budget in the amount of \$99,442 for a total of \$145,350. \$74,000 of the Fleet Services funding would be made available through the approval of the budget amendments included on this agenda.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1270.6310.7SMT.0.0	General Fund	N/A	\$99,442	N
101.1290.6310.7SMT.0.0	General Fund	N/A	\$45,908	N



City Council Memorandum Fire Memo No.

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Thomas Dwiggins, Fire Chief
From: Stacy Meendering, Fire Accreditation & Data Coordinator
Subject: Resolution No. 5587 Approving and Authorizing the Mayor to Execute the First Amendment to Education Services Agreement between the City of Chandler Fire Department and Dignity Health

Proposed Motion:

Move City Council pass and adopt Resolution No. 5587 approving a First Amendment to Education Services Agreement between the City of Chandler Fire Department and Dignity Health for paramedic neonatal resuscitation educational services.

Background:

For ten years, the Chandler Fire Department (CFD) has conducted a paramedic training program in conjunction with Phoenix College. Through a rigorous 10-month course conducted within the Department, firefighters have become certified as paramedics.

To reduce costs and provide CFD firefighters an optimal education, the Department is applying for accreditation through the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for its own paramedic program. Currently, CFD has been approved by CAAHEP to begin the Letter of Review (LoR) process, which requires CFD to comply with the current Maricopa Community College District's (MCCCD) paramedic educational curriculum. This curriculum requires paramedic students to become certified as a Neonatal Resuscitation Provider. Resolution No. 5587 allows CFD to extend its current agreement, previously approved by the Chandler City Council on June 24, 2021, under Resolution No. 5491, with Dignity Health to provide the educational requirements that CFD paramedic students need to become certified in Neonatal

Resuscitation Program (NRP).

The term of the agreement commences upon execution of the contract and ends June 30, 2025. This agreement fulfills CAAHEP accreditation guidelines, MCCCCD curriculum requirements, and certifies CFD paramedics as Neonatal Resuscitation Providers.

Financial Implications:

The Chandler Fire Department will pay Dignity Health \$270 per two-hour classroom session taught at a ratio of one (1) educational instructor for every eight (8) CFD paramedic students in attendance. The training fee will be paid out of Chandler Fire existing account line 101.2220.5814.0.0.0.

Attachments

Resolution 5587
First Amendment

RESOLUTION NO. 5587

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO EDUCATION SERVICES AGREEMENT BETWEEN THE CITY OF CHANDLER FIRE DEPARTMENT AND DIGNITY HEALTH.

WHEREAS, Dignity Health, a California nonprofit public benefit corporation d/b/a Mercy Gilbert Medical Center (“Dignity Health”) and the City of Chandler (“City”) desire to provide a qualified instructor to teach a neonatal resuscitation program class to students, firefighters, paramedics, or other attendees at Chandler Fire Department’s location; and

WHEREAS, through Resolution No. 5491, approved on June 24, 2021, the Chandler City Council approved the *Education Services Agreement* (“Agreement”) between the City and Dignity Health; and

WHEREAS, the City wants to amend the existing Agreement to extend its term to June 30, 2025.

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

Section 1. That the Mayor is authorized to sign *First Amendment to Education Services Agreement* between the City of Chandler and Dignity Health.

Section 2. That the various City officers and employees are hereby authorized and directed to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of June 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5587 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of June 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



FIRST AMENDMENT TO EDUCATION SERVICES AGREEMENT

THIS FIRST AMENDMENT TO EDUCATION SERVICES AGREEMENT ("***Amendment***") is entered into effective the later of July 1, 2022 , or the last date signed below ("***Renewal Effective Date***"), by and among Dignity Health, a California nonprofit public benefit corporation d/b/a Mercy Gilbert Medical Center, and Dignity Community Care, a Colorado nonprofit corporation d/b/a Chandler Regional Medical Center (collectively, "***Educator***"), and Chandler Fire Department ("***Recipient***"), amending that certain Education Services Agreement entered into between Educator and Recipient effective July 1, 2021 (the "***Agreement***").

THE PARTIES agree as follows:

1. The Parties amend Section 1 of the Agreement to read as follows:

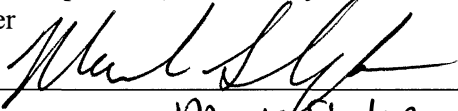
“This Agreement expires on June 30, 2025.”

2. All other terms and conditions of the Agreement remain unchanged, and except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. This Amendment may be executed by the Parties in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, Educator and Recipient execute this Amendment as of the dates below.

Educator

Dignity Health, a California nonprofit public benefit corporation, d/b/a Mercy Gilbert Medical Center



Printed Name/Title: Mark Slyter

Date: Hospital President & CEO

Date: 4/18/2022

Dignity Community Care, a Colorado nonprofit corporation, d/b/a Chandler Regional Medical Center

Printed Name/Title: Mark Slyter

Date: Hospital President & CEO

Date: 4/18/2022

Recipient

Chandler Fire Department

Printed Name/Title: _____

Date: _____

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY





City Council Memorandum Information Technology Memo No. N/A

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Rachelle Faherty, IT Applications Manager
Subject: Purchase of Enterprise Asset Management (EAM) System Annual Support and Maintenance

Proposed Motion:

Move City Council approve the sole source purchase of Enterprise Asset Management (EAM) system annual support and maintenance, from CentralSquare Technologies, LLC, in the amount of \$101,474, for the term of July 1, 2022, through June 30, 2023.

Background/Discussion:

Lucity is the EAM system that manages the City's service and work requests, coordinates preventative maintenance programs, and tracks City asset maintenance throughout the asset's life cycle. The City continues to expand the use of the application for other City work management functions. This system also handles citizen service requests with a web-based service request system.

The support provides access to technical assistance resources to resolve application issues and software fixes and includes application upgrades necessary to operate and keep the system current.

Evaluation:

In June 2020, Council approved an agreement with CentralSquare Technologies, LLC, for the annual support and maintenance of the EAM system. The agreement allows for support and maintenance services to be performed annually while the EAM system is in use by the City. Because the system is proprietary, the ongoing support and maintenance services are available only from CentralSquare Technologies. No other vendors are authorized to provide these services.

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2022-23 budget.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	\$101,474	N



City Council Memorandum Information Technology Memo No. N/A

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Rachelle Faherty, IT Applications Manager
Subject: Purchase of Oracle Annual Support and Maintenance

Proposed Motion:

Move City Council approve the purchase of Oracle annual support and maintenance, from Mythics, Inc., utilizing Omnia Partners Contract No. 180233-002, in the amount of \$300,171, for the term of August 1, 2022, through July 31, 2023.

Background/Discussion:

The City utilizes Oracle database products to store data for the following major systems: Permits and Inspections, Utility Billing, Geographic Information Systems, Tax & License Application and numerous other departmental systems. The City utilizes E-Business Suite Applications, which includes Self-Service Human Resources, Financials, Project Billing, iExpense, and iProcurement application modules.

Oracle support provides access to technical assistance resources needed to resolve system issues as well as software fixes. The maintenance provides system and application upgrades necessary to operate and keep the systems current. The maintenance includes security patches for vulnerabilities and important tax and financial regulation changes.

The City purchases maintenance and support based on the number of servers and processors on which the software is running on an annual basis.

Evaluation:

Maricopa County, on behalf of Omnia Partners, competitively solicited and awarded a contract for Oracle Products and Services. The City has a current agreement with Omnia Partners that permits the cooperative use of its contracts. The term of the Omnia Partners contract is valid through November 30, 2023.

Financial Implications:

Funding for this contract is contingent on adoption of the FY 2022-23 Budget and new appropriation being made available by July 1, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	\$300,171	N



City Council Memorandum Information Technology Memo No. N/A

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Kerstin Nold, Chief Technology Officer
Subject: Agreement No. IT1-918-4343, Amendment No. 1, for Business License Portal Applications Managed Support Services

Proposed Motion:

Move City Council approve Agreement No. IT1-918-4343, Amendment No. 1, with Parsus Solutions, LLC, for business license portal applications managed support services, in the amount of \$222,000, for the period of June 15, 2022, through June 14, 2023.

Background/Discussion:

In 2019, the Management Services Department, Tax and License Division, introduced an online customer portal to automate and enhance doing business with the City of Chandler. This online portal allows customers to register their business, initiate a liquor license or special event liquor license, and apply for specialty licenses (e.g. massage, peddler, second hand dealer, etc.), as well as renew, pay, and print business registrations without the need to visit City Hall. The City is seeking a continuation of vendor-managed support services for providing citizen enhancements and ongoing application support and maintenance of this portal, as well as the critical Tax and License systems (e.g. licensing portal and the tax and licensing audit software suite) which help manage the tax licensing data and revenues that flow from the State of Arizona.

Evaluation:

On June 10, 2021, City Council approved an agreement for business license portal applications managed support services with Parsus Solutions, LLC, for a one-year period, with the option of up to three one-year extensions. The Contractor has agreed to extend for one year at the same terms and conditions.

Financial Implications:

Funding for this agreement will use \$222,000 from AZCares contingency authorized for use in Fiscal Year 22-23. This item is included in the City's ARPA/AZCares framework in the Innovation and Technology Council Focus Area, as approved via Resolution No. 5481 on May 13, 2021.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
217.1280.5219.0.3AZ004.0	Grant Fund	Citizen Engagement/Mobility Program	\$222,000	N

Attachments

Agreement



City Clerk Document No. _____

City Council Meeting Date: 6/9/22

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
BUSINESS REGISTRATION PORTAL APPLICATIONS
MANAGED SUPPORT SERVICES
CITY OF CHANDLER AGREEMENT NO. IT1-918-4343**

THIS AMENDMENT NO. 1 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Parsus Solutions, LLC, an Arizona limited liability corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for managed support services (Agreement); and

WHEREAS, the term of the Agreement was June 15, 2021, through June 14, 2022, with the option of up to three one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III is amended to read as follows: The Agreement is extended for a one-year period June 15, 2022, through June 14, 2023.
3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 1. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed \$222,000.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

FOR THE CONTRACTOR

By: _____

By: G. Parikh

Its: Mayor

Its: Partner, Parsus Solutions, LLC

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk

**REVISED EXHIBIT B
COMPENSATION AND FEES**

Contractor will track time for all contractor staff for time spent on City's systems and will obtain approval prior to submitting any invoice. Hours will be billed in five-minute increments and will be sent to the City on a monthly basis. The rate for services provided is \$150 per hour with a 4% yearly cost-of-living adjustment.

**City Council Memorandum Information Technology Memo No. N/A**

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Owen Zorge, Chief Information Security Officer
Subject: Purchase of Network Infrastructure Equipment

Proposed Motion:

Move City Council approve the purchase of network infrastructure equipment, from Sentinel Technologies, Inc., utilizing the 1GPA Agreement No. 22-02PV-18, in an amount not to exceed \$1,196,037, and authorize an appropriation transfer of \$631,648 from the Technology Replacement Fund, Non-Departmental, Contingency Account, to the Technology Replacement Fund, Non-Departmental, Computer Hardware account.

Background/Discussion:

The City of Chandler's budgeted equipment lifecycle for network infrastructure equipment is evaluated annually to determine reliability, supportability and viability for continued use. This review identified that the network equipment used to provide network connectivity at various locations in the City has reached the end of useful life. In addition, new locations have been identified that require installation of network equipment to support end user needs. City Hall and other downtown locations are in need of equipment refresh or new installation to increase capacity and to reduce the risk of unplanned outages. This equipment provides connectivity to City technology services that are provided on centralized systems as well as internet connectivity to services hosted outside the City's network.

Evaluation:

Paradise Valley Unified School District competitively solicited and awarded a contract for technology and audiovisual solutions on behalf of 1GPA. The City has a current agreement with 1GPA allowing for the cooperative use of its contracts. The term of the 1GPA contract is valid through December 7, 2022, and has options to extend through December 7, 2026.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
403.1290.6315.0.0.0	Technology Replacement	N/A	\$1,196,037	N



City Council Memorandum Information Technology Memo No. N/A

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Owen Zorge, Chief Information Security Officer
Subject: Purchase of Data Backup and Recovery Infrastructure Expansion

Proposed Motion:

Move City Council approve the purchase of data backup and recovery capacity expansion, from vCore Technology Partners, utilizing the Omnia Partners Contract No. R191902, in the amount of \$628,769.

Background/Discussion:

The City of Chandler relies on data protection services to ensure critical data and services are backed up on a regular basis, with the ability to restore/recover in support of business continuity in accordance with local and state guidelines. New services/solutions are implemented on a regular basis and existing services/solutions storage capacity continually trend upward with respect to data capacity. As such, the capacity need for the backup and recovery solution continues to grow in parallel.

The City of Chandler Information Technology (IT) Department recommends the expansion of storage capacity for the Citywide Enterprise Data Backup and Recovery environment manufactured by Rubrik. This solution will ensure capacity scalability in alignment with business needs along with the ability to backup new applications and data as they are deployed.

Evaluation:

Omnia Partners competitively solicited and awarded a contract for software solutions and services. The City has a current agreement with Omnia Partners allowing for the cooperative use of their contracts. The City has an existing linking agreement with vCore Technology Partners. The Omnia Partner's contract is valid through April 30, 2023, with options to extend through April 30, 2025.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
403.1290.6315.0.0.0	Technology Replacement	N/A	\$628,769	N



City Council Memorandum Information Technology Memo No. N/A

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Rachelle Faherty, IT Applications Manager
Subject: Amendment No. 3 to Agreement No. 2564 for Accela Annual Maintenance

Proposed Motion:

Move City Council approve Agreement No. 2564, Amendment No. 3, with Accela, Inc., for annual maintenance, in an amount not to exceed \$674,686, for a three-year period, beginning July 1, 2022, through June 30, 2025, payable on an annual basis.

Background/Discussion:

The Accela application is the system that manages the City's permitting and inspection services, new installations for water meters, and impact fees. The City recently expanded the use of this product to include online plan submittal and review. This application is vital to City revenues and operations and must be kept fully maintained and supported. The maintenance and support provides technical assistance, software fixes, security patches and application upgrades necessary to operate and keep this system current.

Evaluation:

On August 10, 2017, City Council approved Amendment No. 2 with Accela, Inc., for annual maintenance of the permitting and inspections system, for a five-year period. Accela, Inc., has agreed to extend the agreement to include the next three years, through June 2025, at the same terms, conditions and pricing. Because the system is proprietary, this maintenance is available only through Accela, Inc. No other vendors are authorized to provide these maintenance services.

Financial Implications:

The annual cost for each of the three years is as follows:

Year One	\$218,281	July 1, 2022 - June 30, 2023
Year Two	\$224,830	July 1, 2023 - June 30, 2024
Year Three	\$231,575	July 1, 2024 - June 30, 2025

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	\$674,686	N

Attachments

2564 Signed Amendment 3

THIRD AMENDMENT TO MAINTENANCE AGREEMENT

This Third Amendment ("Third Amendment") is made and entered into as of July 1, 2022 ("Third Amendment Effective Date"), by and between **ACCELA, INC.** ("ACCELA") whose address is 2633 Camino Ramon, Suite 500, San Ramon, CA 94583 and the **City of Chandler, Arizona** ("Customer"), whose address is 55 North Arizona Place, Chandler, AZ, and amends that certain Maintenance Agreement, dated October 25, 2007, as firstly amended on March 30, 2012 and secondly amended on August 15, 2017, between ACCELA and Customer ("Agreement" or "MA").

WHEREAS, ACCELA and Customer wish to amend the Agreement, in accordance with the terms and conditions of this Third Amendment to the Agreement ("Third Amendment"); and

WHEREAS, the capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Agreement; and

WHEREAS, ACCELA and Customer agree that, with the exception of any agreements that are presently active under the Agreement, which remain in full force, this Third Amendment modifies the Agreement, between the parties commencing as of the Third Amendment Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to the terms and conditions set forth herein, the parties hereby agree as follows:

1. Section 2.1, "Term" of the Agreement is hereby amended by deleting the existing Section 2.1, "Term" and inserting the following in lieu thereof:

This MA is effective as of October 25, 2007, and will continue until June 30, 2025. Customer may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

2. "Exhibit A" of the Agreement is hereby amended by deleting the existing "Exhibit A" and inserting the following in lieu thereof:

Modification

Effective July 1, 2022, the Year 1 Maintenance Fees are in the amount shown in the corresponding table below and will be due on July 1, 2022.

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Maintenance and Support	Year 1	7/1/2022	6/30/2023	12	\$0.04	244,393	\$10,417.79
Accela Land Management Maintenance and Support	Year 1	7/1/2022	6/30/2023	12	\$951.83	155	\$147,534.13
Accela GIS Maintenance and Support	Year 1	7/1/2022	6/30/2023	12	\$319.39	45	\$14,372.55

Accela Mobile Office Maintenance and Support	Year 1	7/1/2022	6/30/2023	12	\$1,148.92	40	\$45,956.89
TOTAL:							\$218,281.36

Effective July 1, 2023, the Year 2 Maintenance Fees are in the amount shown in the corresponding table below and will be due on July 1, 2023.

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Maintenance and Support	Year 2	7/1/2023	6/30/2024	12	\$0.04	244,393	\$10,730.32
Accela Land Management Maintenance and Support	Year 2	7/1/2023	6/30/2024	12	\$980.39	155	\$151,960.15
Accela GIS Maintenance and Support	Year 2	7/1/2023	6/30/2024	12	\$328.97	45	\$14,803.73
Accela Mobile Office Maintenance and Support	Year 2	7/1/2023	6/30/2024	12	\$1,183.39	40	\$47,335.60
TOTAL:							\$224,829.80

Effective July 1, 2024, the Year 3 Maintenance Fees are in the amount shown in the corresponding table below and will be due on July 1, 2024.

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access Maintenance and Support	Year 3	7/1/2024	6/30/2025	12	\$0.05	244,393	\$11,052.23
Accela Land Management Maintenance and Support	Year 3	7/1/2024	6/30/2025	12	\$1,009.80	155	\$156,518.96
Accela GIS Maintenance and Support	Year 3	7/1/2024	6/30/2025	12	\$338.84	45	\$15,247.84
Accela Mobile Office Maintenance and Support	Year 3	7/1/2024	6/30/2025	12	\$1,218.89	40	\$48,755.66
TOTAL:							\$231,574.69

3. Except as so amended, all other provisions of the Agreement and subsequent Amendments shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representatives to execute, this First Amendment as of the First Amendment Effective Date.

CITY OF CHANDLER, AZ

ACCELA, INC.

Signature: _____

Signature: Aaron Haggarty

Name: _____

Name: Aaron Haggarty

Date: _____

Date: 5/13/2022

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

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CITY CLERK



City Council Memorandum Information Technology Memo No. N/A

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
 Dawn Lang, Deputy City Manager - CFO
 Sandip Dholakia, Chief Information Officer
From: Adrian Zamora, IT Service Desk Supervisor
Subject: Purchase of Professional Configuration Services for the IT Service Portal

Proposed Motion:

Move City Council approve the purchase of professional configuration services for the IT Service Portal, from SHI International, Inc., utilizing Omnia Partners Contract No. 2018011-02, in the amount of \$35,921.

Background/Discussion:

The Information Technology (IT) Department uses an online service portal to receive requests for service from system users and generate work order tickets. The Department is working on upgrading the existing Ivanti ticketing system to a new version called Ivanti Service Manager. IT is in need of professional services to help with the configuration of the Change Management module, which is needed in order for the City to go live with the new Ivanti Service Manager.

Evaluation:

The City of Mesa, on behalf of Omnia Partners, competitively solicited and awarded a contract for Information Technology solutions and services. The City has a current agreement with Omnia Partners allowing for the cooperative use of its contracts.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
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403.1290.5219.0.0.0 Technology Replacement Fund	N/A	\$19,938	N
101.1280.5814.0.0.0 General Fund	N/A	\$15,983	N

**City Council Memorandum Management Services Memo No. 22-072**

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
From: Dawn Lang, Deputy City Manager - Chief Financial Officer
Subject: Fiscal Year (FY) 2022-23 Budget Amendments

Proposed Motion:

Move City Council approve as presented the twenty-five one-time budget amendments totaling \$340,500 and three ongoing budget amendments totaling \$37,000 for a total of \$377,500 using Council Contingency and authorize staff to transfer appropriation from the Non-Departmental Council Contingency to the respective Departments after final adoption of the FY 2022-23 Budget and Capital Improvement Program (CIP).

Background/Discussion

The FY 2022-23 Proposed Budget includes one-time Council Contingency of \$350,000 and ongoing Council Contingency of \$75,000 for a total of \$425,000 for use in the budget amendment process. The following items have been submitted as FY 2022-23 budget and CIP amendments. Also included is a proposed motion for each amendment item that identifies the amount and specific account names and numbers to allow for individual budget amendments to be approved or changed and ensure that there is a transparent record of the budget impact of the amendment. It is not necessary to include the account numbers when reading the motions, should they be approved individually.

Proposed Budget Amendments by Department:**City Clerk Department:**

1. Provide one-time funding of \$10,000 to the City Clerk Department for a study on records retention and document authentication using blockchain technology.

(Councilmember Stewart).

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the City Clerk cost center, Other Professional Services account (101.1030.5219) for a blockchain study.

2. Provide one-time funding of \$2,000 to the City Clerk Department for American Sign Language (ASL) interpretation services (as needed). (Councilmember Harris)

Move to transfer \$2,000 from one-time General Fund Council Contingency (101.1290.5924) to the City Clerk cost center, Other Professional Services account (101.1030.5219) for ASL interpretation services.

Community Services Department:

3. Provide one-time funding of \$20,000 to the Community Services Department for tree removal/replacement at Hoopes Park. (Mayor Hartke and Councilmember Orlando)

Move to transfer \$20,000 from one-time General Fund Council Contingency (101.1290.5924) to the Park Maintenance and Operations cost center, Other Professional Services account (101.4530.5219) for tree removal/replacement at Hoopes Park.

4. Provide one-time funding of \$28,000 to the Community Services Department for a Folley Park Interim Study which will serve as a preliminary study to gauge residents' interests on the upcoming remodel of Folley Park. (Councilmember Orlando)

Move to transfer \$28,000 from one-time General Fund Council Contingency (101.1290.5924) to the Parks Capital cost center, Other Professional Services account, Folley Park/Pool Renovation Program (401.4580.5219.0000.6PR650) for a Folley Park Interim Study.

5. Provide one-time funding of \$20,000 to the Community Services Department for a For Our Parks Clean-Up Day where volunteers and staff focus on cleaning up City parks and ball fields. (Councilmember Stewart)

Move to transfer \$20,000 from one-time General Fund Council Contingency (101.1290.5924) to the Park Maintenance and Operations cost center, Other Professional Services account (101.4530.5219) for a For Our Parks Clean-Up Day.

6. Provide one-time funding of \$10,000 to the Community Services Department for veterans activities to recognize Chandler veterans on holidays and throughout the year. (Councilmembers Harris, Ellis, Orlando, and Stewart)

Move to transfer \$10,000 from one-time General Fund Council Contingency

(101.1290.5924) to the Nature and Recreation Facilities cost center, Other Professional Services account (101.4555.5219) for veterans activities to recognize Chandler veterans on holidays and throughout the year.

Cultural Development Department:

7. Provide one-time funding of \$15,000 to the Cultural Development Department for Museum Wayfinding Signage to easily direct guests to their various destinations throughout the Museum campus. (Mayor Hartke, Councilmembers Harris, Ellis, and Orlando)

Move to transfer \$15,000 from one-time General Fund Council Contingency (101.1290.5924) to the Museum cost center, Other Equipment account (101.4560.6419) for Museum Wayfinding Signage.

8. Provide one-time funding of \$10,000 to the Cultural Development Department for Jazz Appreciation Month Expansion for the creation of two new programs to serve downtown and the surrounding neighborhoods. (Councilmembers Harris and Ellis)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the Special Events cost center, Other Professional Services account (101.4559.5219) for Jazz Appreciation Month Expansion.

9. Provide one-time funding of \$10,000 to the Cultural Development Department for downtown benches that will serve as decorative and functional seating in the Courtyard, a parklet at the corner of San Marcos Place and Commonwealth Avenue in Downtown Chandler. (Councilmembers Harris and Ellis)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the Downtown Redevelopment cost center, Other Equipment account (101.1540.6419) for downtown benches.

10. Provide one-time funding of \$15,000 to the Cultural Development Department in partnership with local schools for a kids art project to engage local children and students. (Councilmember Orlando)

Move to transfer \$15,000 from one-time General Fund Council Contingency (101.1290.5924) to the Center for the Arts cost center, Other Professional Services account (101.1100.5219) for a kid's art project in partnership with local schools.

11. Provide one-time funding of \$10,000 to the Cultural Development Department for additional funding for the End Zone Experience to further enhance attendee experience. (Councilmember Harris)

Move to transfer \$10,000 from one-time General Fund Council Contingency

(101.1290.5924) to the Special Events cost center, Other Professional Services account (101.4559.5219) for the End Zone Experience enhancement.

City Manager's Department, Diversity, Equity, and Inclusion (DEI) Division:

12. Provide one-time funding of \$10,000 to the City Manager Department, DEI Division, for DEI Mini-Grant funding which allows the City to fund up to 20 programs that provide diversity education to K-12 Chandler students. (Mayor Hartke, Councilmembers Harris, Ellis, and Orlando)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the DEI cost center, Other Professional Services account (101.1062.5219) for DEI Mini-Grant funding.

13. Provide one-time funding of \$10,000 to the City Manager Department, DEI Division, for additional funding for Chandler Contigo. (Mayor Hartke, Councilmembers Ellis, and Orlando)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the DEI cost center, Sponsorships/Donation account (101.1062.5265) for Chandler Contigo.

14. Provide one-time funding of \$12,000 to the City Manager Department, DEI Division, for Sister Cities. This initial funding would kick-start the program and fundraising efforts, with the goal of the newly established board to create ongoing fundraising opportunities in future years. (Mayor Hartke and Councilmember Lopez)

Move to transfer \$12,000 from one-time General Fund Council Contingency (101.1290.5924) to the DEI cost center, Other Professional Services account (101.1062.5219) for Sister Cities funding.

15. Provide ongoing funding of \$10,000 to the City Manager Department, DEI Division, for a First Ladies of Chandler event to recognize women's contributions to Chandler's successes in coordination with International Women's Day. (Councilmembers Ellis and Harris)

Move to transfer \$10,000 from ongoing General Fund Council Contingency (101.1290.5924) to the DEI cost center, Sponsorships/Donation account (101.1062.5265) for the First Ladies of Chandler event in coordination with International Women's Day.

16. Provide one-time funding of \$5,000 to the City Manager Department, DEI Division, to support the International Film Festival to enhance the attendee experience and link Sister Cities international efforts to the event.

(Councilmembers Ellis and Harris)

Move to transfer \$5,000 from one-time General Fund Council Contingency

(101.1290.5924) to the DEI cost center, Sponsorships/Donation account (101.1062.5265) for the International Film Festival.

17. Provide ongoing funding of \$7,000 to the City Manager Department, DEI Division, for the Chandler Rev. Dr. Martin Luther King (MLK), Jr., event to highlight the contributions of the African American community to Chandler.

(Councilmembers Harris and Ellis)

Move to transfer \$7,000 from ongoing General Fund Council Contingency (101.1290.5924) to the DEI cost center, Other Professional Services account (101.1062.5219) for the Dr. MLK, Jr. event.

18. Provide one-time funding of \$5,000 to the City Manager Department, DEI Division, for Mental Health Resources to support community-wide programs and events geared to help children and adults who are struggling with mental health issues of depression, anxiety, suicidal thoughts, and self-harm. (Councilmember Harris)

Move to transfer \$5,000 from one-time General Fund Council Contingency (101.1290.5924) to the DEI cost center, Other Professional Services account (101.1062.5219) for Mental Health resources to support events.

19. Provide one-time funding of \$5,000 to the City Manager Department, DEI Division, to support activities for the Juneteenth holiday. (Councilmembers Harris and Ellis)

Move to transfer \$5,000 from one-time General Fund Council Contingency (101.1290.5924) to the DEI cost center, Sponsorships/Donation account (101.1062.5265) for activities for Juneteenth.

City Manager's Department, Economic Development Division:

20. Provide one-time funding of \$7,500 to the City Manager's Department, Economic Development Division, to support the Start-Up Weekend event.

(Councilmember Stewart)

Move to transfer \$7,500 from one-time General Fund Council Contingency (101.1290.5924) to the Economic Development cost center, Other Professional Services account (101.1520.5219) for the Start-Up Weekend event.

21. Provide one-time funding of \$1,000 to the City Manager's Department, Economic Development Division, for Business Roundtables focusing on African American, Women, and Hispanic owned businesses. (Councilmember Harris)

Move to transfer \$1,000 from one-time General Fund Council Contingency (101.1290.5924) to the Economic Development cost center, Other

Professional Services account (101.1520.5219) for Business Roundtables.

City Manager's Department, Facilities and Fleet Division:

22. Provide \$74,000 to the City Manager's Department, Facilities and Fleet Division, for a Solar Car Charging Station Pilot Program. Funds will be used to acquire a solar car charging station to be used to charge the City's increasing electric vehicle fleet. (Mayor Hartke, Councilmembers Ellis, and Orlando)

Move to transfer \$74,000 from one-time General Fund Council Contingency (101.1290.5924) to the Fleet Services cost center, Motor Vehicles account (101.1270.6310) for a Solar Care Charging station.

Fire Department:

23. Provide one-time funding of \$30,000 to the Fire Department for the rehabilitation of a Fire Support vehicle to be used as an incident cooling station (Mayor Hartke, Councilmembers Ellis, and Orlando)

Move to transfer \$30,000 from one-time General Fund Council Contingency (101.1290.5924) to the Fire Administration cost center, Motor Vehicles account (101.2210.6310) for the rehabilitation of a Fire Support vehicle to be used as an incident cooling station.

Neighborhood Resources Department:

24. Provide one-time funding of \$10,000 to the Neighborhood Resources Department for a special event at Hoopes Park as a follow up to the Envision Amberwood event. (Mayor Hartke and Councilmember Lopez)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the Neighborhood Preservation cost center, Other Supplies account (101.1061.5322) for a special event at Hoopes Park.

25. Provide one-time funding of \$1,000 to the Neighborhood Resources Department for Public Housing Senior holiday events. The Housing and Redevelopment Division hosts annual holiday programs that serve approximately 50 Public Housing seniors from Kingston and Chandler's family housing sites. This request is for items not covered by donations or by the Division's budget. (Mayor Hartke, Vice Mayor Roe, and Councilmembers Orlando, Ellis, Stewart, Lopez, and Harris)

Move to transfer \$1,000 from one-time General Fund Council Contingency (101.1290.5924) to the Housing and Redevelopment cost center, Food and Events account (101.4650.5312) for Public Housing Senior holiday events.

26. Provide one-time funding of \$10,000 to the Neighborhood Resources Department for supplies for Chandler back-to-school events. (Councilmembers Ellis and Harris)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the Neighborhood Resources Administration cost center, Other Supplies account (101.1060.5322) for back-to-school events.

Police Department:

27. Provide one-time funding of \$10,000 to the Police Department for the purchase of Human Trafficking Surveillance equipment. (Mayor Hartke, Councilmembers Orlando, Ellis, Stewart, Lopez, and Harris)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the Criminal Investigations cost center, Equipment Supplies account (101.2040.5321) for Human Trafficking Surveillance equipment.

28. Provide ongoing funding of \$20,000 to the Police Department for Human Trafficking Officer Training. (Councilmembers Lopez and Stewart)

Move to transfer \$20,000 from ongoing General Fund Council Contingency (101.1290.5924) to the Operational Support cost center, Education and Training account (101.2080.5814) for Human Trafficking Officer Training.

Proposed one-time amendments submitted total \$340,500, and ongoing requests total \$37,000. If the full amount of appropriation is not used during the amendment process, the remaining appropriation in the Council Contingency will be available for Council to use during FY 2022-23, should the need arise. Future appropriations from unallocated Council contingency funding requires a formal vote of the Council. Council approval of the proposed budget amendments shall result in transfer of the appropriation to department budgets and authorize staff to implement at an administrative level the initiatives identified in the proposed budget amendments.

Attachments

Amendment Summary

FY 2022-23 City Council Proposed Budget Amendments

Memo Item #	Dept	Amendment Item	One-Time	Ongoing	Mayor/Councilmember(s)
#23	Fire	Rehab Fire Support Vehicle to an Incident Cooling Station	\$ 30,000		Mayor/Ellis/Orlando
#27	Police	Human Trafficking Surveillance Equipment	10,000		Mayor/Ellis/Harris/Stewart/Lopez/Orlando
#28	Police	Human Trafficking Police Training		\$ 20,000	Lopez/Stewart
#3	Comm Serv	Hoopes Park Tree Removal/Replacement	20,000		Mayor/Orlando
#24	Neighb Res	Hoopes Park Special Event	10,000		Mayor/Lopez
#25	Neighb Res	Public Housing Senior Holiday Events	1,000		Mayor/VM Roe/Harris/Ellis/Lopez/Orlando/Stewart
#12	City Mgr-DEI	DEI Mini-Grant Funding	10,000		Mayor/Harris/Ellis/Orlando
#13	City Mgr-DEI	Additional Funding for Chandler Contigo	10,000		Mayor/Ellis/Orlando
#7	Cultural Devl	Museum Way Finding Signage	15,000		Mayor/Harris/Ellis/Orlando
#8	Cultural Devl	Jazz Appreciation Month Expansion	10,000		Harris/Ellis
#4	Comm Serv	Folley Park Interim Improvement Study	28,000		Orlando
#22	City Mgr-F&F	Solar Car Charging Station (Pilot)	74,000		Mayor/Ellis/Orlando
#14	City Mgr-DEI	Sister Cities	12,000		Mayor/Lopez
#10	City Clerk	Blockchain Study	10,000		Stewart
#20	City Mgr-ED	Start-Up Weekend Event	7,500		Stewart
#5	Comm Serv	For Our Parks Clean-Up Day	20,000		Stewart
#10	Cultural Devl	Kid's Art Projects in Partnership with Schools	15,000		Orlando
#15	City Mgr-DEI	Ladies of Chandler Event in Coordination with Intl. Women's Day		10,000	Ellis/Harris
#26	Neighb Res	Back to School Event/Supplies	10,000		Ellis/Harris
#16	City Mgr-DEI	International Film Festival	5,000		Ellis/Harris
#6	Comm Serv	Veteran's Recognitions on Veterans/Memorial Day	10,000		Harris/Ellis/Orlando/Stewart
#17	City Mgr-DEI	MLK Event		7,000	Harris/Ellis
#21	City Mgr-ED	Business Roundtables	1,000		Harris
#9	Cultural Devl	Downtown Benches	10,000		Harris/Ellis
#18	City Mgr-DEI	Mental Health Day	5,000		Harris
#11	Cultural Devl	End Zone Experience enhancement	10,000		Harris
#19	City Mgr-DEI	Juneteenth Event	5,000		Harris/Ellis
#2	City Clerk	ASL Interpretive Services (as needed)	2,000		Harris
			One-Time	Ongoing	
	\$377,500	Total Proposed Amendments	\$340,500	\$37,000	
	\$425,000	Total Council Contingency	\$350,000	\$75,000	
	\$47,500	Remaining Council Contingency	\$9,500	\$38,000	



City Council Memorandum Police Memo No. N/A

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Sean Duggan, Police Chief
From: Doug Reed, Police Support Services Manager
Subject: Purchase of Property and Evidence Walk-In Freezer and Installation Services

Proposed Motion:

Move City Council approve the utilization of Maricopa County Contract No. 171203, with Andrews Refrigeration, Inc., and City of Chandler Agreement No. BF8-936-3802, with Western States Fire Protection Co., for the purchase of Police Property & Evidence walk-in freezer and installation services, increasing the spending limit by \$16,500.00, for a revised amount not to exceed \$72,538.12.

Background/Discussion:

The purchase and installation of an additional freezer at the Police Property & Evidence facility was approved by City Council on February 24, 2022. While staff was in the purchase process, the proposal expired. The vendor was unable to extend the quote due to manufacturer price increases and volatile shipping costs. City Council approval is requested for the increased spending limit of \$16,500.00 for the additional amount. The Police Property & Evidence Unit receives, stores, and disposes of items of evidence impounded by officers as allowed by law. There are certain impounded items that must be kept frozen to preserve evidence. The current evidence freezer is nearing capacity and an additional freezer is needed.

Evaluation:

On February 24, 2022, City Council approved Agreement No. BF8-936-3802, Amendment No. 3, with Western States Fire Protection Co., for fire protection services for the term of September 1, 2021, through August 2023, and the use of Maricopa County's competitively solicited and awarded Contract No. 171203 with Andrews Refrigeration, Inc., for installation services to install police property

evidence freezer. Staff is requesting an increase to the spending limit that was previously approved. All other terms of the original agreement remain unchanged.

Financial Implications:

Funding for this expenditure will be paid from the City's federal AZCARES/American Rescue Plan Act (ARPA) allocation.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2010.5818.5ARP.0.0	General Fund	N/A	\$16,500.00	N



City Council Memorandum Police Memo No. 2022-028

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Sean Duggan, Police Chief
From: Melanie Smith, Police Planning and Research Analyst
Subject: Resolution No. 5588 Authorizing Acceptance of the Award of the Arizona Criminal Justice Commission FY22 Coronavirus Emergency Supplemental Funding Program in the Amount of \$60,545.25

Proposed Motion:

Move City Council pass and adopt Resolution No. 5588 authorizing acceptance of the award of the Arizona Criminal Justice Commission FY22 Coronavirus Emergency Supplemental Funding Program in the amount of \$60,545.25, and authorize the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.

Background:

The Chandler Police Department was awarded \$60,545.25 from the Arizona Criminal Justice Commission (ACJC) FY22 Coronavirus Emergency Supplemental Funding Award. The Award provides funding to assist eligible state, local, and tribal units of government responding to the novel coronavirus. The Police Department applied for the funds to purchase AVON gas masks for police officers, laptops for officer recruits, and software licenses for the awarded laptops.

Financial Implications:

None

Attachments

FY22 ACJC Contract



**ARIZONA CRIMINAL JUSTICE COMMISSION
ARIZONA CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM
GRANT AGREEMENT**

**ACJC Grant Number ACESF-22-009
Catalog of Federal Domestic Assistance (CFDA) Number 16.034**

The following information is provided pursuant to 2 C.F.R. § 200.331(a)(1):

Grantee Name: Chandler Police Department
Grantee's UEI Number: LCLUQVAP1WU4
Federal Award Identification Number (FAIN): 2020-VD-BX-0309
Federal Award Date: 05/01/2020
Grantee Period of Performance Start and End Date: 01/20/2020 to 01/31/2023
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
CFDA Number and Name: 16.034 – Coronavirus Emergency Supplemental Funding Program
Amount of Federal Funds Obligated by this Agreement: \$60,545.25
Total Amount of Federal Funds Obligated to the Grantee: \$60,545.25
Total Amount of the Federal Award in this Agreement: \$60,545.25

Federal Award Project Description:

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Name of Pass-Through Entity: Arizona Criminal Justice Commission
Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission,
1110 W. Washington Street, Suite 230, Phoenix, AZ 85007
Identification of Whether the Award is Research and Development: No
Indirect Cost Rate for the Federal Award: 0%

Arizona Coronavirus Emergency Supplemental Funding Program

ACJC Grant Number ACESF-22-009

This Grant Agreement is made this 11th day of April 2022 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and CHANDLER POLICE DEPARTMENT hereinafter called "GRANTEE". The COMMISSION enters into this agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This agreement will commence on 01/20/2020 and terminate on 01/31/2023. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION 60 calendar days prior to the end of the award period. The COMMISSION, in its sole discretion, may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines, and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance, as determined by the COMMISSION, will constitute non-compliance with this agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this agreement, or revoke the grant.
4. Any deviation or failure to comply with the purpose or conditions of this agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

I. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

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II. If to the GRANTEE:

Chandler Police Department
 250 E. Chicago St.
 Chandler, Arizona 85225
 Attn: **Sean E Duggan, Chief of Police**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	NOT APPROVED
Salaries	NOT APPROVED
Fringe Benefits*	NOT APPROVED
Overtime (includes Fringe Benefits)	NOT APPROVED
Professional & Outside/Consultant &	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	
Operating Expenses:	NOT APPROVED
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	
Equipment	NOT APPROVED
Capital	\$60,545.25
Noncapital	
TOTAL	\$60,545.25
Positions: NOT APPROVED Equipment: Dell Latitude 3420-14" Core i7 1165G7 - 8GM RAM, Microsoft Office ,AVON Protection System Gas Mask - Inc Tax	

*Reference the ACJC Grant Management Manual for a definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this agreement shall not exceed \$60,545.25 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP). If this grant has a matching requirement, GRANTEE

understands that other federal grant funds cannot be used as a match for this grant.

8. Every payment obligation of the COMMISSION under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files, and other records (paper or electronic) relating to this agreement and the performance of this agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with the Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing, and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by the GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards when the equipment is no longer needed for the grant program.

Link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event, reports are not received on or before the indicated date(s), funding may be suspended until delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

FINANCIAL REPORTS	
Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Activity Report: A final activity report will be required.

Additional reporting requirements may be required for GRANTEES considered high risk.

20. If the recipient is designated "high risk" by a federal grant-making agency currently or at any time during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The Federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.
21. GRANTEE understands that financial reports are required as an accounting of expenditures

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for either reimbursement or COMMISSION-approved advance payments. The primary method of payment shall be by reimbursement unless an alternative method is approved by the COMMISSION. Supporting documentation must be submitted with all reimbursement requests. Approved advance payments may require supporting documentation such as proof of order, invoices, or personnel expense certifications.

22. GRANTEE understands that a complete reimbursement request must include invoices and proof of payment for all expenditures. Sufficient documentation includes (a) copies of canceled warrants or Electronic Funds Transfer (EFT) documentation, (b) documentation from an official accounting system which includes payee, date, amount paid, and warrant, EFT or payment, (c) copies of invoices, and (d) payroll records for personnel expenditures, including overtime and Employee Related Expenditures (ERE). All expenses must be invoiced and received before the end of the performance period and included in the final reimbursement request. For equipment expenses, GRANTEE shall submit a copy of the packing/receiving slip showing the date the equipment was received. GRANTEE understands that credit or purchasing card statements are not an acceptable form of proof of payment.
23. The final request for reimbursement of grant funds must be received by the COMMISSION no later than 60 calendar days after the last day of the award period.
24. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
25. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within 60 calendar days of the expiration of this award.
26. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of a written request from the COMMISSION.
27. If award funds are being transferred to GRANTEE in advance, the GRANTEE is required to establish an interest-bearing account dedicated specifically to this award. The GRANTEE must maintain advance payments of federal grants in interest-bearing accounts unless regulatory exclusions apply (2C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The GRANTEE also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 60 calendar days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the COMMISSION at the time of close out.
28. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.
Link: OJP Financial Guide https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
29. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$250,000.
30. Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure

that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transaction[s] [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "placing unreasonable requirements on firms in order for them to qualify to do business" and taking "any arbitrary action in the procurement process") – no GRANTEE may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

31. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

32. GRANTEE agrees not to use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES)

at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds unless otherwise noted in the grant solicitation.)

33. GRANTEE agrees not to use grant funds for food or beverage unless explicitly approved in writing by the COMMISSION.

34. GRANTEE agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approvals, and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, training, and other events, including the provision of food or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies and guidance is available in the OJP Financial Guide Conference Cost Chapter.

35. The GRANTEE must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010 and other applicable laws.

36. The GRANTEE may not reduce state or local funds for an activity specifically because the award funds are available to fund that same activity. The award funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, the award funds may not replace state or local funding that is required by law. If a question of supplanting arises, the GRANTEE will be required to substantiate that the reduction in non federal resources occurred for reasons other than the receipt or expected receipt of federal funds

37. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this agreement.

38. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this agreement, and any litigation regarding this agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
- I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the agreement, the complaining party shall notify the other party in writing thereof. Within 30 calendar days of such notice, representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
 - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
 - III. The arbitration shall be conducted in Maricopa County.
 - IV. The arbitration shall be conducted by one arbitrator. If the parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on the application of a party shall appoint the arbitrator.
 - V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
 - VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
 - VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
 - VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its expenses and attorney's fees.
39. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
40. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use, which may have been incurred by the GRANTEE.
41. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

42. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A."

43. Restrictions and certifications regarding nondisclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE:

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or

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abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that:

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any

further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

44. GRANTEE agrees to notify the COMMISSION within ten (10) days if the project official is replaced during the award period.

45. No rights or interest in this agreement shall be assigned by GRANTEE without the prior written approval of the COMMISSION.

46. GRANTEE will comply with the audit requirements of 2 C.F.R. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

47. GRANTEE certifies that it will comply with OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230, and the DOJ Grants Financial Guide.

48. The GRANTEE must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the

express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020. **Link:**
<https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>

49. If the GRANTEE currently has other active awards of federal funds, or if the GRANTEE receives any other award of federal funds during the period of performance for this award, the GRANTEE promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost times for which funds are provided under this award. If so, the recipient must promptly notify the COMMISSION in writing of the potential duplication, and, if so requested by the COMMISSION, must seek a budget-modification or change-of-project-scope grant adjustment notice to eliminate any inappropriate duplication of funding.
50. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
51. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil or criminal penalties.
52. GRANTEE agrees not to do business with any individual, agency, company, or corporation listed in the Excluded Parties Listing Service.
Link: System for Award Management <https://www.sam.gov/SAM/>
53. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
54. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.
55. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees.
Link: OJP Training Guide Principles for Grantees and Subgrantees
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>
56. GRANTEE agrees to cooperate and participate with all assessments, evaluation efforts, or information and data collection requests and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
57. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this agreement. Submission of such materials must be prior to or simultaneous with their public release.
58. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2020-VD-BX-0309 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

59. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subparts C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination based on race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices and prohibit discrimination based on age in the delivery of services. If in the three years before the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation, when necessary.

Link: Limited English Proficiency A Federal Interagency Website <http://www.LEP.gov>

60. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith-Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the Department of Justice's financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services based on a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link:

<https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDP>
[Faith](#)

61. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier must comply with all applicable

requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

62. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013, OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
63. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that apply to the collection, disclosure, use, and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
64. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in the suspension of grant funds. Copies of all submissions, such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement, must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
65. GRANTEE agrees to participate in any required civil rights-related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will notify the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://www.azcjc.gov/grants>
66. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with and is subject to all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances,

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discrimination against an employee as a reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation pertaining to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

67. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/>

68. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

69. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost-beneficial or would impair the functionality of an existing or proposed IT system.

70. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

71. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

72. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false

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claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

73. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle while performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

74. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

75. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally, GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.

76. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

77. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or

cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

78. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government, without the express prior written approval of the Commission.

79. GRANTEE agrees that no funds provided, or personnel employed under this agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

80. GRANTEE understands and agrees that award funds may not be used to discriminate

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against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

81. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
82. GRANTEE agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in the Grant Agreement Continuation Sheet.
83. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
84. Unless the COMMISSION authorizes an extension, the GRANTEE must liquidate all obligations incurred under this award not later than 60 calendar days after the end of the performance period, as specified in the terms and conditions of this award.
85. The close-out of the grant will not occur (a) if litigation, including an appeal, is pending, (b) in the case of terminated grants where termination actions are pending, or (c) if allowable costs have not yet been paid to the recipients.
86. Upon close-out, the COMMISSION will make prompt payment to GRANTEE for allowable reimbursable costs covered under the award and included in the approved budget. GRANTEE must promptly refund the COMMISSION any unencumbered or unobligated funding advanced that is not authorized to be retained for use under the award. After close-out of the award, any subsequent invoices received by the GRANTEE shall be the responsibility of the GRANTEE, even if the funding was obligated before the award was closed-out.
87. The GRANTEE is obligated to refund to the COMMISSION (a) any overage paid to the GRANTEE by the COMMISSION after balancing award account, (b) any investment income or interest that was earned on an advance of award funds that are due to the COMMISSION, AND (c) any other monies that are due to the COMMISSION under the provisions of the grant award.
88. This agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
89. If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall be in full force and effect.
90. GRANTEE agrees to comply with all Special Condition(s) included with this agreement on the Grant Agreement Continuation Sheet.

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91. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.

**Arizona Criminal Justice Commission
Arizona Coronavirus Emergency Supplemental Funding Program
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.
2. Annual activity reports must be submitted through the ACJC Reporting System: <https://acjcreporting.azcjc.gov/Account/Login?ReturnUrl=%2F> Financial reports must be submitted through the ACJC Grants Portal: <https://grantsportal.azcjc.gov/>. Failure to submit required activity reports or finance reports by established deadlines may result in the freezing of grant funds and future High-Risk designation.
3. Upon request, the GRANTEE must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the GRANTEE. Accordingly, the GRANTEE agrees first to determine if any of the following activities will be funded by the grant, before obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the GRANTEE agrees to contact the COMMISSION. The GRANTEE understands that this condition applies to new activities as set out below, whether or not they are funded explicitly with these award funds. That is, as long as the activity is being conducted by the GRANTEE, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are; (a) New construction; (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; (c) A renovation, lease, or any proposed use of a building or facility that will either (1) result in a change in its basic prior use or (2) significantly change its size; (d) Implementation of a new program involving the use of chemicals other than chemicals that are (1) purchased as an incidental component of a funded activity and (2) traditionally used, for example, in office, household, recreational, or education environments; and (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The GRANTEE understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to GRANTEE'S Existing Programs or Activities: For

any of the GRANTEE'S existing programs or activities that will be funded by these award funds, the GRANTEE, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

4. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with award funds may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.
5. Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.
6. The GRANTEE must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.
7. GRANTEE must submit to the COMMISSION proof of order for all supplies and equipment approved under this award by August 1, 2022. If GRANTEE does not submit proof of order for all supplies and equipment approved under this award, the COMMISSION may terminate or modify the award. This provision only applies to the supplies and equipment line items approved under this award.

Authorized Official Initials: _____

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IN WITNESS WHEREOF, the parties have made and executed the agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory

Date

Printed Name

Title

Additional signature(s) if required by political subdivision

Date

Printed Name

Title

ATTEST:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into the agreement:

Legal counsel for GRANTEE *EPW*

Date

Printed Name

Title

Statutory or other legal authority to enter into the agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

The policy shall include bodily injury, property damage, and broad form contractual liability.

• General Aggregate \$2,000,000 • Products – Completed Operations Aggregate \$1,000,000 • Personal and Advertising Injury \$1,000,000 • Fire Legal Liability \$50,000 • Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the contractor with their list of persons to be insured.)

- b. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the contractor involving automobiles owned, hired and/or non-owned by the contractor.
- b. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the contractor with their list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

- a. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The contractor's policies shall stipulate that the insurance afforded the contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees, or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the contractor's liability assumed under the indemnification provisions of this contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this contract, the contractor must provide to the State of Arizona within two (2) business days of receipt, notice if a policy is suspended, voided, or canceled for any reason. Such notice shall be mailed, e-mailed, hand-delivered, or sent by facsimile transmission to (Enter Contracting Agency Representative's

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Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona, in no way warrants, that the above-required minimum insurer rating is sufficient to protect the contractor from potential insurer insolvency.

Verification of Coverage:

The contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this contract must be in effect at, or before, the commencement of work under this contract. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or contractor shall be responsible for ensuring or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time, throughout the life of the contract, proof from the contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such a public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Certificate Of Completion

Envelope Id: A638571677064C289BC2E2EEC06A970E

Status: Sent

Subject: Please DocuSign: FY 2022 ACESF Program Grant Agreement and Grant Agreement Instructions

Source Envelope:

Document Pages: 24

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Siyeni Yitbarek

AutoNav: Enabled

syitbarek@azcjc.gov

EnvelopeId Stamping: Enabled

IP Address: 70.175.124.60

Time Zone: (UTC-07:00) Arizona

Record Tracking

Status: Original

Holder: Siyeni Yitbarek

Location: DocuSign

4/12/2022 11:43:55 AM

syitbarek@azcjc.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Arizona Criminal Justice Commission

Location: DocuSign

Signer Events**Signature****Timestamp**Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSignSecurity Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSignAndrew LeFevre
alefevre@azcjc.govSecurity Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Melanie Smith

Sent: 4/12/2022 11:50:42 AM

Melanie.Smith@chandleraz.gov

Resent: 4/14/2022 10:07:07 AM

Security Level: Email, Account Authentication
(None)

Viewed: 5/9/2022 1:37:23 PM

Electronic Record and Signature Disclosure:

Accepted: 4/12/2022 1:36:37 PM

ID: ad617d7-10b4-487b-9d20-27d16a8d6a8c

Company Name: Arizona Criminal Justice Commission

Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Melanie Smith Melanie.Smith@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/12/2022 11:50:42 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Criminal Justice Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alefevre@azcjc.gov

To advise Arizona Criminal Justice Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alefevre@azcjc.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Arizona Criminal Justice Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alefevre@azcjc.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Criminal Justice Commission

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alefevre@azcjc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.

RESOLUTION NO. 5588

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE ARIZONA CRIMINAL JUSTICE COMMISSION (ACJC) FY22 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM GRANT IN THE AMOUNT OF \$60,545.25

WHEREAS, The Arizona Criminal Justice Commission (ACJC) is awarding grant funds for the Coronavirus Emergency Supplemental Funding (CESF) Program to assist State, local, and tribal efforts to prevent, prepare, and respond to the Coronavirus, and

WHEREAS, the City of Chandler, through its Police Department, wishes to accept the grant award from ACJC;

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

Section 1. THAT approval is granted for the City of Chandler to accept the grant award of \$60,545.25 under the Coronavirus Emergency Supplemental Funding Program from ACJC.

Section 2. THAT the Chief of Police is appointed agent for the City of Chandler, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents including acceptance of award and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5588 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2022.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY EPW

**City Council Memorandum Public Works & Utilities Memo No. UA22-117**

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: John Ardans, Utilities Maintenance Manager
Subject: Purchase of Ocotillo Water Reclamation Facility Sludge Silo Platform
Installation Services

Proposed Motion:

Move City Council approve the purchase of silo platform installation services, from SDB, Inc., utilizing the 1GPA Agreement No. 18-15PV-12, in an amount not to exceed \$250,000.

Background/Discussion:

The Ocotillo Water Reclamation Facility (OWRF), located at 3333 S. Old Price Road, treats up to 18 million gallons per day of wastewater from the businesses and residents of Chandler. Sludge handling is the final process completed at the wastewater facility. During the sludge handling process, the residual sludge collected from the treatment process is dewatered using several belt presses. The dewatered sludge is stored in a silo for future hauling to the landfill. Currently, maintenance access to the top of this silo is gained via a small narrow platform at the top of the silo that is about 40 feet above the ground. This platform has been deemed a potential safety risk due to its small size and height from ground level.

In consultation with the designer and silo manufacturer, an engineered solution to improve staff safety was designed. Improvements will include a wider platform and higher handrails, making for safe access while maintenance work is being performed. SDB, Inc., has submitted a proposal utilizing the 1GPA job order contracting process to demolish the existing access and install the new and improved platform. This purchase will fund both the construction and installation of the new safety platform.

Evaluation:

Paradise Valley Unified School District competitively solicited and awarded a contract for general contractor services to SDB, Inc., on behalf of 1GPA. The City has a current agreement with 1GPA allowing for the cooperative use of its contracts. The 1GPA contract is valid through May 17, 2023.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3970.5219.0.0.0	Wastewater Operating	Other Professional Services	\$250,000	N

**City Council Memorandum Public Works & Utilities Memo No. RE22-039**

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Kimberly Moon, Capital Projects Manager
From: Erich Kuntze, Real Estate Manager
Subject: Final Adoption of Ordinance No. 5012 Authorizing the Abandonment of
a Drainage Easement No Longer Needed for Public Use

Proposed Motion:

Move City Council approve final adoption of Ordinance No. 5012 authorizing the abandonment of a drainage easement no longer needed for public use on property located at the northeast corner of Cooper and Germann roads.

Background:

On April 26, 2006, the City of Chandler received a Final Order of Condemnation ("FOC") from Canyon Oaks Estates, L.P., that included a temporary drainage easement located at the northeast corner of Cooper and Germann roads (the "Easement"). The Easement obtained at this time was subsequently reconfigured to accommodate the proposed development of Chandler Airport Center as noted on the Final Plat for Chandler Airport Center Phase I, recorded in Book 858, Page 9, Maricopa County Records. The property that includes the Easement is undergoing further development and the current developer is providing improvements that include permanent drainage facilities on the property. For that reason, the Easement is no longer needed for public use and the developer requests the City of Chandler abandon it.

Staff has reviewed and approved the request and legal description for abandonment of the Easement.

This Ordinance was introduced and tentatively adopted on May 26, 2022.

Attachments

Ordinance No. 5012
Location Map

ORDINANCE NO. 5012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ABANDONMENT OF A DRAINAGE EASEMENT NO LONGER NEEDED FOR PUBLIC USE ON PROPERTY LOCATED AT THE NORTHEAST CORNER OF COOPER AND GERMANN ROADS.

WHEREAS, on April 26, 2006, the City of Chandler received a Final Order in Condemnation from Canyon Oaks Estates, L.P., recorded as Document No. 2006-0559941 in the records of the Maricopa County Recorder, that included a temporary drainage easement on property located at the northeast corner of Cooper Road and Germann Road (the "Easement"); and

WHEREAS, the Easement was subsequently reconfigured to accommodate the development of Chandler Airport Center as noted on the Final Plat for Chandler Airport Center Phase I, recorded at Book 858, page 9, in the records of the Maricopa County Recorder; and

WHEREAS, the property burdened by the Easement is in the process of being developed further with associated site improvements that include a permanent drainage facility so that the Easement is no longer required by the public.

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

- Section 1. That the City of Chandler is authorized to abandon the Easement.
- Section 2. That the documents used to abandon the Easement shall be in substantially the form approved by the City Attorney attached as Exhibit "A" and made a part of this Ordinance.
- Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute and deliver all documents necessary to abandon the Easement.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2022.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona,
_____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5012 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2022, and that the vote was _____ ayes, and _____ nays.

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



Exhibit "A"
Abandonment of Easement

When recorded return to:

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

ABANDONMENT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, CITY OF CHANDLER, an Arizona municipal corporation, does hereby abandon any and all interest that it may have in that certain drainage easement as described on the attached Exhibit "A" and as depicted on Exhibit "B", said easement appearing at page 18 of 47 of Maricopa County Recorder's Document No. 2006-0559941, and on the Final Plat of Chandler Airport Center Phase I recorded August 15, 2006, at Book 858, Page 9 of the Records of the Maricopa County Recorder.

This abandonment is not intended to relinquish any other interest City may have in any portion of the property described herein arising by virtue of any other instrument recorded with the Maricopa County Recorder, including without limitation, any plat, deed, easement other than the aforementioned easement, or final order of condemnation.

Dated this _____ day of _____ 2022.

CITY OF CHANDLER, an Arizona municipal
Corporation

By: _____
Mayor Kevin Hartke

State of Arizona)
) ss.
County of Maricopa)

Acknowledged before me this ____ day of _____ 2022, by Kevin Hartke, Mayor of the City of Chandler.

My Commission Expires:

Notary Public

ATTEST:

Chandler City Clerk

APPROVED AS TO FORM:

(Asst.) City Attorney

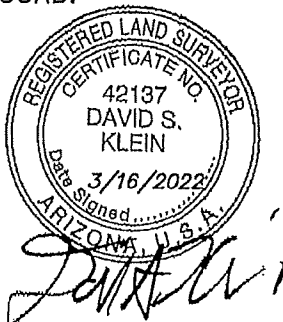
A handwritten signature in blue ink, appearing to be 'gw', is written over the horizontal line for the (Asst.) City Attorney.

EXHIBIT "A"

DESCRIPTION OF DRAINAGE
EASEMENT TO BE ABANDONED
OVER A PORTION OF A.P.N. 303-31-222B
CHANDLER, AZ 85286

THAT PORTION OF LOT 8, CHANDLER AIRPORT CENTER-PHASE 1, RECORDED IN BOOK 858 OF MAPS, PAGE 9, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH CITY OF CHANDLER BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 1, FROM WHICH A 3/4-INCH IRON PIPE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 1 BEARS NORTH 89 DEGREES 01 MINUTE 22 SECONDS EAST 2633.52 FEET;
THENCE NORTH 89 DEGREES 01 MINUTE 22 SECONDS EAST 95.85 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER;
THENCE NORTH 00 DEGREES 58 MINUTES 38 SECONDS WEST 75.00 FEET TO A 1/2-INCH CAPPED REBAR STAMPED "KLEIN 42137";
THENCE NORTH 89 DEGREES 01 MINUTE 22 SECONDS EAST 224.15 FEET A 1/2-INCH CAPPED REBAR STAMPED "KLEIN 42137" AND THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1125.00 FEET A CHORD BEARING AND DISTANCE OF NORTH 88 DEGREES 52 MINUTES 26 SECONDS EAST 5.85 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 17 MINUTES 53 SECONDS AN ARC LENGTH OF 5.85 FEET;
THENCE NORTH 00 DEGREES 58 MINUTES 38 SECONDS WEST 8.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 58 MINUTES 38 SECONDS WEST 42.00 FEET;
THENCE SOUTH 89 DEGREES 01 MINUTE 22 SECONDS WEST 40.05 FEET;
THENCE NORTH 00 DEGREES 58 MINUTES 38 SECONDS WEST 62.00 FEET;
THENCE NORTH 85 DEGREES 16 MINUTES 38 SECONDS EAST 155.72 FEET;
THENCE SOUTH 02 DEGREES 50 MINUTES 04 SECONDS EAST 107.00 FEET;
THENCE SOUTH 83 DEGREES 07 MINUTES 41 SECONDS WEST 36.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1117.00 FEET A CHORD BEARING AND DISTANCE OF SOUTH 86 DEGREES 36 MINUTES 12 SECONDS WEST 82.62 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4 DEGREES 14 MINUTES 21 SECONDS AN ARC LENGTH OF 82.64 FEET TO THE POINT OF BEGINNING.
COMPRISING 0.349 ACRES OR 15,182 SQUARE FEET, SUBJECT TO ALL EASEMENTS OF RECORD.

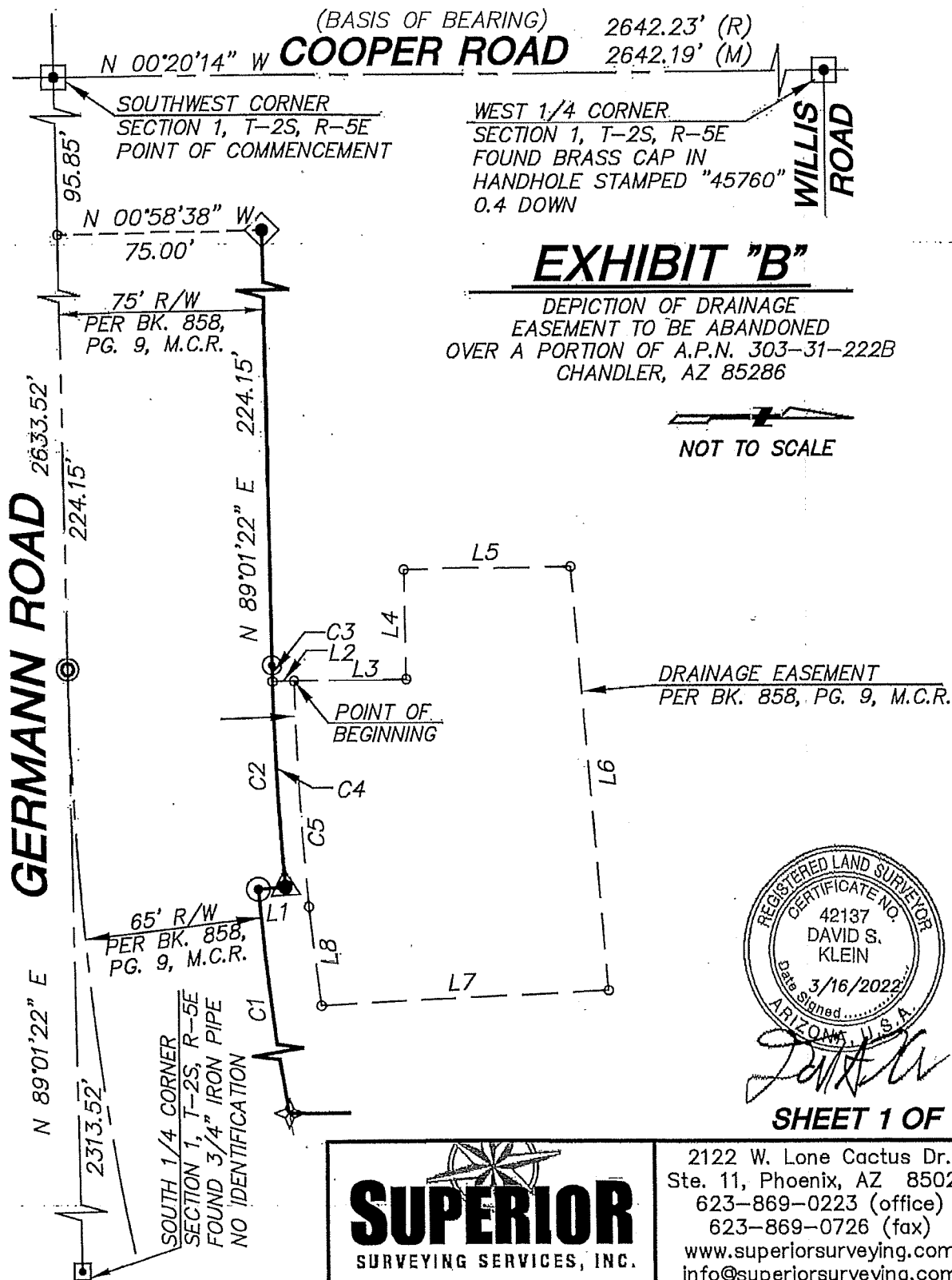



SUPERIOR
SURVEYING SERVICES, INC.

DATE: 3/16/2022

2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

JOB NO.: 202102073



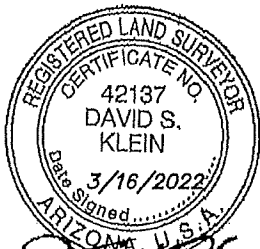
<p>SUPERIOR SURVEYING SERVICES, INC.</p>	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
	<p>DATE: 3/16/2022</p> <p>JOB NO.: 202102073</p>

EXHIBIT "B"


DEPICTION OF DRAINAGE
EASEMENT TO BE ABANDONED
OVER A PORTION OF A.P.N. 303-31-222
CHANDLER, AZ 85286

LINE	BEARING	DISTANCE
L1	N 05°06'22" W	10.00'
L2	N 00°58'38" W	8.00'
L3	N 00°58'38" W	42.00'
L4	S 89°01'22" W	40.08'
L5	N 00°58'38" W	62.00'
L6	N 85°16'38" E	155.72'
L7	S 02°50'04" E	107.00'
L8	S 83°07'41" W	36.42'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1129.00'	104.99'	104.99'	N 82°13'48" E	5°19'42"
C2	1125.00'	81.07'	81.05'	N 86°57'30" E	4°07'44"
C3	1125.00'	5.85'	5.85'	N 88°52'26" E	0°17'53"
C4	1125.00'	75.22'	75.21'	N 86°48'34" E	3°49'51"
C5	1117.00'	82.64'	82.62'	S 86°36'12" W	4°14'21"



SHEET 2 OF 2

	2122 W. Lone Cactus Dr. Ste. 11, Phoenix, AZ 85027 623-869-0223 (office) 623-869-0726 (fax) www.superiorsurveying.com info@superiorsurveying.com
DATE: 3/16/2022	JOB NO.: 202102073



**INTRODUCTION AND TENTATIVE ADOPTION OF
ORDINANCE NO. 5012 AUTHORIZING THE
ABANDONMENT OF A DRAINAGE EASEMENT
NO LONGER NEEDED FOR PUBLIC USE ON
PROPERTY LOCATED AT THE NORTHEAST
CORNER OF COOPER ROAD AND GERMANN
ROAD, CHANDLER, ARIZONA**



MEMO NO. RE22-039

ORDINANCE 5012

 **EASEMENT**





City Council Memorandum Public Works & Utilities Memo No. RE22-041

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Kimberly Moon, Capital Projects Manager
From: Erich Kuntze, Real Estate Manager
Subject: Final Adoption of Ordinance No. 5015 Authorizing the Abandonment of a Temporary Access Easement

Proposed Motion:

Move City Council approve final adoption of Ordinance No. 5015 authorizing the abandonment of a temporary access easement on property located at the northeast corner of Chandler Boulevard and Pleasant Drive.

Background:

The owner of the property located on the northeast corner of Chandler Boulevard and Pleasant Drive (the "Property") is in the process of subdividing the land under the name of St. Moritz Townhomes, a replat of Tract D of Tyson Manor Unit Four recorded in Book 223, Page 48, in the Maricopa County Recorder's Office (the "Plat"). The Property is currently encumbered by a temporary access easement that was granted to the City of Chandler in 1992 for a fire truck turnaround (the "Easement"). The owner will dedicate to the City a new emergency ingress and egress easement to replace the existing Easement in compliance with the requirements of the Plat (the "Dedication"). The developer has requested the abandonment of the Easement after the City records the Dedication.

Staff reviewed the request and concurs that the Easement may be abandoned after the City records the Dedication.

This Ordinance was introduced and tentatively adopted on May 26, 2022.

Attachments

Ordinance No. 5015

Location Map

ORDINANCE NO. 5015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ABANDONMENT OF A TEMPORARY ACCESS EASEMENT ON PROPERTY LOCATED AT THE NORTHEAST CORNER OF CHANDLER BOULEVARD AND PLEASANT DRIVE.

WHEREAS, Chandler Sunset LH, LLC (“Owner”) is in the process of subdividing property located at the northeast corner of Chandler Boulevard and Pleasant Drive (the “Property”) under the name of St. Moritz Townhomes, a replat of Tract D of Tyson Manor Unit Four recorded in Book 223, Page 48 in the Maricopa County Recorder’s Office (the “Plat”); and

WHEREAS, the Property is encumbered by a temporary access easement that was granted to the City of Chandler in 1992 and recorded as Maricopa County Recorder’s Document No. 1992-0685428 (the “Easement”); and

WHEREAS, Owner will dedicate to the City of Chandler a new emergency ingress and egress easement as required by the Plat (the “Dedication”); and

WHEREAS, Owner requests that the City abandon the Easement after recording the Dedication as it will no longer be needed for public use.

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

Section 1. That the City of Chandler is authorized to abandon the Easement after recording the Dedication.

Section 2. That the document used to abandon the Easement shall be in substantially the form approved by the City Attorney attached as Exhibit “A” and made a part of this Ordinance.

Section 3. That the Mayor of the City of Chandler is hereby authorized to execute and deliver all documents necessary to abandon the Easement.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day
of _____, 2022.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5015 was duly passed and
adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the
____ day of _____, 2022, and that a quorum was present thereat.

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY



Published:

EXHIBIT "A"
(ABANDONMENT OF EASEMENT M.C.R DOC NO. 1992-0685428)

When recorded, mail to
City Clerk's Office
City of Chandler
Mail Stop 606
P.O. Box 4008
Chandler, AZ. 85244-4008

ABANDONMENT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, CITY OF CHANDLER, an Arizona municipal corporation ("City"), does hereby abandon any and all interest that it may have in that certain temporary access easement legally described in Exhibit "A" and recorded with the Maricopa County Recorder on December 2, 1992 as Document No. 1992-0685428. This abandonment is not intended to abandon any interest that City may have in any portion of the subject real property arising by virtue of any other instrument recorded with the Maricopa County Recorder, including without limitation, any deed, easement other than the aforementioned easement, or final order of condemnation.

Dated this _____ day of _____, 2022.

CITY OF CHANDLER, an Arizona municipal
corporation

By: _____
Mayor Kevin Hartke

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me this ____ day of _____, 2022, by Kevin Hartke,
Mayor of the City of Chandler.

Notary Public

APPROVED AS TO FORM:

City Attorney



A.R.S. § 41-313(C) DISCLOSURES

Description of document this notarial certificate is being attached to:	
Type/Title	Abandonment of Easement
Date of Document	
Number of Pages	3 (which includes Exhibit A)
Add'l Signers (other than those named in the notarial certificate.)	None

EXHIBIT "A"

That portion of the Southwest quarter of Section 28, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Commencing at the Southwest corner of said Section 28;
Thence North $89^{\circ} 58' 50''$ East along the South line of said Section 28, a distance of 1145.30 feet;

Thence North $00^{\circ} 04' 00''$ East, a distance of 68.00 feet to the North Right of Way of Chandler Blvd;

Thence North $00^{\circ} 04' 00''$ East, a distance of 42.00 feet to the Point of Beginning;

Thence North $89^{\circ} 56' 00''$ West, a distance of 50.00 feet;

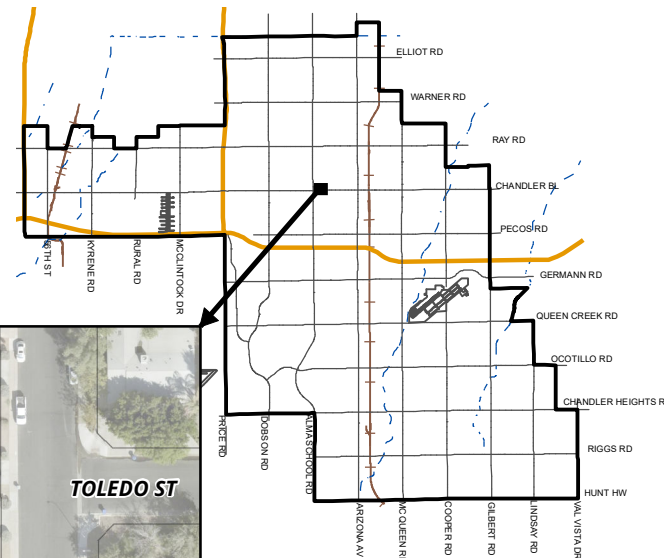
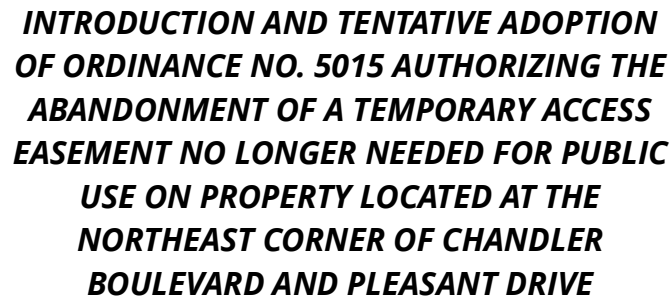
Thence along a curve to the left through a central angle of $32^{\circ} 00' 00''$, with a radius of 45.00 feet, and a arc length of 25.13 feet to a point of reverse curve;

Thence along a curve to the right through a central angle of $277^{\circ} 30' 22''$ with a radius of 45.00 feet, and a arc length of 217.95 feet to a point of reverse curve;

Thence along a curve to the left through a central angle of $86^{\circ} 03' 03''$, with a radius of 45.00 feet and a arc length of 67.58 feet;

Thence South $00^{\circ} 04' 00''$ West, 26.50 feet to the Point of Beginning.

o

**ORDINANCE 5015**

TEMPORARY
ACCESS
EASEMENT TO
BE
ABANDONED





City Council Memorandum Management Services Memo No. 22-069

Date: June 9, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Matthew Dunbar, Budget and Policy Officer
Subject: Public Hearing on Adoption of the FY 2022-23 Annual Budget and 2023-2032 Capital Improvement Program (CIP), and Setting of Property Tax Levies

Background/Discussion

On, May 26, 2022, Council adopted Resolution No. 5586, which approved the FY 2022-23 Tentative Budget in the amount of \$1,352,658,536 and set June 9, 2022, as the date for a public hearing to allow taxpayers to comment and provide input on the Budget, CIP and Property Tax Levies. A Notice of Public Hearing for "Adoption of the FY 2022-23 Annual Budget and 2023-2032 Capital Improvement Program, and Setting of Property Tax Levies" has been posted on the official City website since June 1, 2022, and published in the Arizona Republic on June 1 and June 8, 2022, as required by State statute. The notice includes a summary of the Tentative Budget, with State Auditor General schedules (Budget forms) attached and provides a general description of the 10-Year CIP. Council action on the Budget and CIP is scheduled immediately following this Public Hearing on the Budget, CIP and Property Tax Levies. Action on the Property Tax Levies is scheduled for June 23, 2022.

Attachments

Public Hearing PPT



Public Hearing

2022-23 Proposed Budget 2023-2032 Capital Improvement Program (CIP) 2022-23 Property Tax Levy

Council Chambers
Thursday, June 9, 2022

FY 2022-23 Proposed Budget

“Staying Connected”

Total Budget \$1,352,658,536

Total General Fund: \$412,923,538

27.8% increase overall

\$755M operating (+9.8%)

\$597M capital (+61.2%)

22.7% increase in General Fund

Ongoing operating (+12%)

Proposed Budget

- Adheres to financial policies and is structurally balanced
- Uses Strategic Framework to guide decisions
- Provides for cost-effective, quality services
- Maintains long-term financial sustainability
- Engaged Residents through input opportunities
 - Budget Survey, Kickoff, & Two Workshops
 - Budget Advancement of Strategic Framework Outreach Videos
 - All-day Budget Briefing
 - Tentative and Final Adoption

Budget Increase Drivers

Revenues

- Prior 2 year's budgets artificially low due to COVID
- Current budget did not reflect Intel expansion revenue impacts
- Increased revenues to reflect actual economic environment

Expenditures

- Inflation increasing operations (\$3.6M) and capital (4%-7%) budgets
- Personnel costs increasing to invest in City workforce and retain employees; market, class and comp, and healthcare
- Capital projects increased to address aging infrastructure, bond authorized projects, and grant funded projects
- Includes \$119M in projects for infrastructure to support Intel expansion

Grants

- Includes \$34.6M in American Rescue Plan Act (ARPA) funds included in FY 2022-23 budget as carryforward
- Enhance technology capabilities to assist with mobility, security and cloud-based solutions using AZCares; requiring additional ongoing resources to maintain

Debt

- Additional one-time payments to continue planned paydown of PSPRS unfunded liability

Operating Budget Highlights

Slight reduction of City property tax rate, no change to Transaction Privilege Tax (TPT) rates, and no new fees

Anticipate Water, Wastewater, and Solid Waste rate changes as they were delayed from prior year

Budget maintains existing service levels and enhances programs tied to Strategic Framework

Adds funding for labor association commitments and general employee merit/market

Plans towards debt reduction: \$50M in one-time funding for pay-down of Public Safety Personnel Retirement System (PSPRS) liability

Maintains strong reserves (includes 15% General Fund contingency reserve and \$10M budget stabilization reserve)

- Continued emphasis on maintaining aging infrastructure
- Updated to reflect inflationary pressures
- Includes \$119M in projects for infrastructure to support Intel expansion
- Continues to fund requested projects, such as:
 - Police Forensic Lab facility
 - All phases of Mesquite Groves Park
 - Fiber upgrades
 - Tumbleweed Expansion/Multi-Gen Facility
 - Airport improvements/Cooper Rd. extension

\$1.66B- Total 10-Year CIP
\$597.4M – Total FY 2022-23 CIP

2023-2032 CIP Highlights



A nighttime photograph of the Chandler City Hall building, a modern structure with a glass facade illuminated by blue and purple lights. In the foreground, several palm trees are decorated with warm white string lights. The street in front of the building shows light trails from passing vehicles. The text "Public Hearing 2022-23 Property Tax Levy" is overlaid in white on the right side of the image.

Public Hearing 2022-23 Property Tax Levy

Breakdown of \$1 of Typical Chandler Property Tax Bill



Public Schools and
Community College
Districts
66.9 cents



Maricopa County
& Special Districts
22.9 cents



City of Chandler
10.2 cents



*Based on 2021 Tax Bill information. Exact split will vary depending on the school district and any other special taxing districts on the bill.

FY 2022-23 Property Tax Levy

FY 2021-22 LPV
\$3.464B

FY 2022-23 LPV
\$3.703B

+6.9% increase
5.4% New Property
1.5% Appreciation

2021-22 Levy
\$38,538,200

2022-2023 Levy
\$40,828,804

Levy Increase
\$2,290,604

Tax rate reduction from \$1.1126 to \$1.1026
reduces impact of Limited Property Value (LPV) increase

Impact of City Tax Rate Reduction on Median Value Homeowner



FY 2022-23 Rates		2022	2023	% Increase
Full Cash Value (FCV)		\$292,700	\$386,300	31.98%
Limited Property Value (LPV)		\$214,040	\$224,742	5.00%
Assessed Limited Cash Value (10%)		\$21,404	\$22,474	5.00%
Primary \$0.2326/\$100 assessed value		\$51.93	\$52.27	0.67%
Secondary \$0.87/\$100 assessed value		\$186.21	\$195.53	5.00%
\$1.1026 total property tax rate				
Total City Property Tax Bill		\$238.14	\$247.80	4.06%
Annual increase from current year			\$9.66 \$0.80/month	

Key Budget Dates

Budget Event		Date
Council Budget Kickoff		Completed Oct.
Citizen Budget Survey		Completed Dec.
Council Workshop #1		Completed Feb.
Budget Advancement of Strategic Framework Outreach Videos		Completed Mar.
Council Workshop #2		Completed Mar.
All Day Budget Briefing		Completed Apr.
Council Meetings and Statutory Requirements	Tentative Budget/CIP Adoption	Completed May
	Public Hearing and Final Adoption	Tonight
	Adoption of Tax Levy	06/23/2022

Questions?

For your consideration:
Res. #5590 Adopts the FY 2022-23 Annual Budget, sets the amounts proposed to be raised by direct property taxation, and Adopts the 2023-2032 Capital Improvement Program

City Council final vote on Property Tax Levy June 23, 2022

For more information visit
chandleraz.gov/budget
or call the Budget Office at (480) 782-2252

