



PRELIMINARY DEVELOPMENT BOOKLET

PLH22-0017



APPLICANT:

HUELLMANTEL
AFFILIATES

P.O. Box 1833, Tempe, Arizona 85280-1833 ✦ T: (480) 921-2800 ✦ lauren.proper@huellmantel.com

Narrative



PDP & COMPREHENSIVE SIGN PACKAGE

South of Chandler Boulevard, on the east side of
McQueen Road



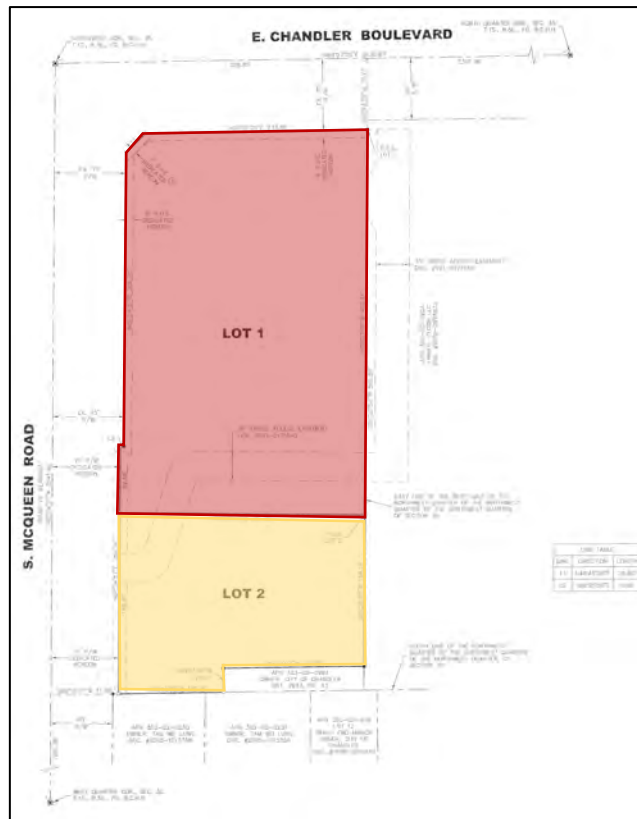
APPLICANT:

HUELLMANTEL
AFFILIATES

P.O. Box 1833, Tempe, Arizona 85280-1833 ✦ T: (480) 921-2800 ✦ charles@huellmantel.com

SUMMARY

Andy's Frozen Custard is proposing to construct a new restaurant development south of Chandler Boulevard, on the east side of McQueen Road. The site is currently vacant and was recently platted to create two lots, the north lot for QuikTrip (in red) and the south lot for a commercial tenant – Andy's (in yellow):



The site is currently vacant and has been for more than 20 years. The current QuikTrip #450 plat, both Lot 1 and Lot 2, were rezoned from Agricultural, Community Commercial and High-Density Residential to PAD to allow commercial development with retail and office (C-2) uses in 2005 (DVR04-0049). The PDP for the QuikTrip for Lot 1 was approved during the Chandler City Council hearing in 2005.

Condition of Approval #13 from DVR04-0049 states:

#13. Along the south property line, drive-through uses are not permitted unless specifically approved through a separate future Preliminary Development Plan [PDP].

Per this condition, we are submitting this PDP application, concurrently with the Comprehensive Sign Package for the Andy's Frozen Custard.

PRELIMINARY DEVELOPMENT PLAN

The subject site, Lot 2 of the QuikTrip #450 Subdivision, is approximately 1.01 acres and has been vacant for more than 25 years:

Northwest corner, looking east



Northeast corner, looking west



The Andy's building will be located along the north property line, allowing the drive-through access to circulate from McQueen Road, south around the Andy's building, then curving to the north and exiting the drive-through headed west. Additional site access will come from the QuikTrip lot to the north. It should be noted that the location of the Andy's is on the northern-most portion of the lot, maximizing the buffer between the business and the adjacent uses to the south.

The Andy's building will be approximately 1,275 square feet and approximately 21'-0" to the top of the tower element. Per the Chandler Zoning code, the development requires 6 vehicular parking spaces - the Andy's parking lot will provide **21** vehicular parking spaces. The drive-through portion of the site will allow for approximately 13 cars to stack at one time.

Elevations:

The Andy's building will be constructed to match the approved QuikTrip, including the application of Stone Veneer, equal to El Dorado Stone in Limestone, York. The majority of the west elevation will consist of storefront windows while the east elevation will use the Stone Veneer to create a balanced bottom of the building, topped with EIFS in Dark Tan. The top of the building is defined through the use of a cornice roof structure, using Clear Anodized Aluminum with alternating color bands of Polished Aluminum and red accents, and a standing seam metal roof will be consistent with the surrounding development, including the neighboring QuikTrip building.

Landscape:

The landscape has been designed to buffer the building from the uses to the south and from McQueen Road. The south side of the site closest to the residentially zoned parcel to the

south will be lined with evergreen trees, specifically five Shoe String Acacia (*Acacia stenophylla*). The perimeter of the parking lot and drive-through will include Red Push Pistache (*Pistacia x. red push*) and the landscape islands in the parking area will feature Evergreen Elm trees (*Ulmus parvifolia*). A cluster of Seedless Hybrid Mesquite trees (*Prosopis seedless hybrid 'AZT'*) are proposed in the drive-through ordering area and Mulga trees (*Acacia aneura*) will buffer the site from McQueen Road.

Mulga Tree:



Seedless Hybrid Mesquite Tree:



Shoe String Acacia Tree:



Red Push Pistache Tree:



Evergreen Elm Tree:



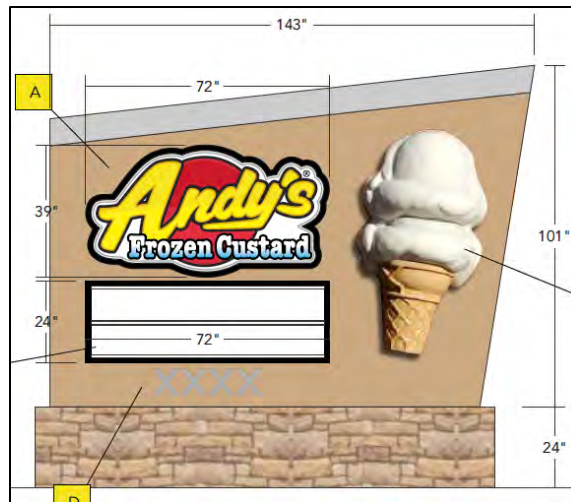
The proposed accents, shrubs, bushes and ground cover have been designed to compliment the tree palette, surrounding landscape and the Andy's building. Brakelights Red Yucca (*Hesperaloe parviflora 'Brakelights'*) provides a red flower that accents the red proposed on the building and on the neighboring QuikTrip. Additional statement plants such as Desert Spoon (*Dasyliirion wheeleri*), Century Plant (*Agave americana*), Littleleaf Cordia (*Cordia parvifolia*) and Hopseed Bush (*Dodonaea viscosa*) will be added strategically to the site. The landscape palette has been designed as lush and inviting but also water conscious.

Business Operations:

The Andy's Frozen Custard business will operate every day of the week. Hours of operation are from 11:00 a.m. to 11:00 p.m. This specific location will have a maximum of 12 employees working at one time.

COMPREHENSIVE SIGN PACKAGE

The Andy's Frozen Custard application for Preliminary Development Plan also includes a Comprehensive Sign Package request. The Andy's development will feature one monument sign facing north and south on McQueen Road:

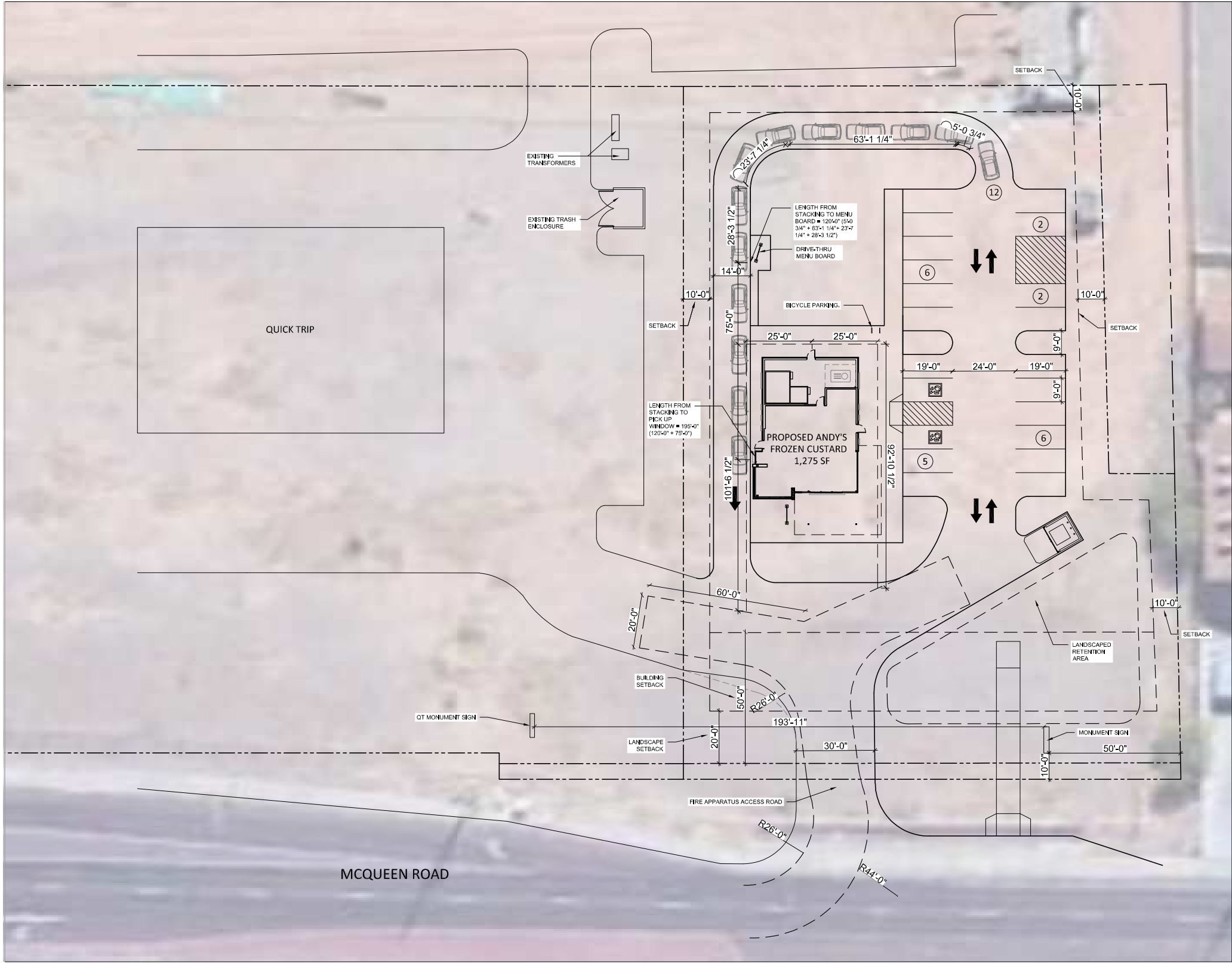


The monument sign will be approximately 143" wide at the top (the widest portion of the sign) and approximately 125" tall at the tallest portion of the sign. The base of the monument sign will match the masonry finish of the Andy's building and the body of the sign will be constructed of an LED illuminated contour aluminum cabinet with a pan-embossed, painted face. The colors will match that of the building and be complimentary to the QuikTrip to the north.

The building will have signage on the elevations, including the name of the business facing south and north and an angled canopy with the word "Drive-Thru" on it:



Site Plan



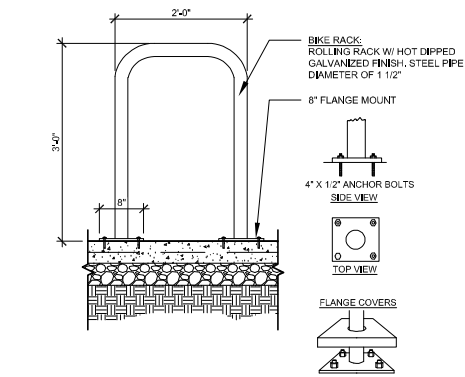
1 PRELIMINARY SITE LAYOUT
SCALE: 1" = 20'-0"

VICINITY MAP



SITE AND BUILDING DATA

EXISTING ZONING:	PAD
PARCEL NUMBER:	303-03-113
SITE AREA GROSS:	44,408 SF (1.01 AC)
SITE AREA NET:	44,408 SF (1.01 AC)
PROPOSED USE:	RESTAURANT
BUILDING AREA:	1,275 S.F.
BUILDING HEIGHT:	21'-0" TO T.O. TOWER 12'-8" WALL HEIGHT
TOTAL PARKING REQ'D (1 SP / 250 S.F.):	6 SPACES
TOTAL PARKING PROVIDED:	21 SPACES
ACCESSIBLE SPACES REQUIRED:	2 SPACES
ACCESSIBLE SPACES PROVIDED:	2 SPACES



2 BIKE RACK DETAIL
SCALE: 3/4" = 1'-0"

CONTACT INFORMATION

DEVELOPER:	CIVIL ENGINEER:
AUGIE NICKELS SOUTH NATIONAL DEVELOPMENT COMPANY, LLC 2430 EAST MADRID STREET SPRINGFIELD, MO 65804 417-850-3708 AUGIE@SNDEVCO.COM	JEFF HUNT, PE CYPRESS CIVIL 4450 NORTH 12TH STREET, SUITE 228 PHOENIX, AZ 85014 623-282-2498 JPHUNT@CYPRESSCIVIL.COM
ARCHITECT:	
AARON KINGS, INC. TORGERSON DESIGN PARTNERS 116 N. 2ND AVENUE OZARK, MO 65721 417-281-8889 AKINGS@TDP-ARCH.COM	



NEW STORE FOR:
ANDY'S FROZEN CUSTARD
CHANDLER, ARIZONA
175 N. MCQUEEN ROAD
CHANDLER, AZ



ARCHITECT OF RECORD:
JOHN D. TORGERSON
ARCHITECTURAL LICENSE #: 70085

PROJECT NUMBER:
21290 - AFCCH

REVISION:

ASP1.1
SITE LAYOUT

DATE: MAY 23, 2022

Landscape Plan

ANDY'S FROZEN CUSTARD

project consultants

landscape architecture:

DESIGN ETHIC, LLC
7525 EAST 6TH AVENUE
SCOTTSDALE, ARIZONA 85251
PROJECT CONTACT: BRANDON PAUL
PHONE: 480.225.7077
EMAIL: bpaul@designethic.com

architecture:

TORGERSON DESIGN PARTNERS
116 NORTH 2ND AVENUE
OZARK, MO 65721
PROJECT CONTACT: AARON KING
PHONE: 417.581.8889

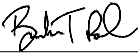
civil engineer:

CYPRESS CIVIL DEVELOPMENT
4450 NORTH 12TH STREET, #228
PHOENIX, ARIZONA 85014
PROJECT CONTACT: JEFF HUNT
PHONE: 623.282.2498
EMAIL: jphunt@cypresscivil.com

sheet index

SHEET	TITLE
L.01 of L.02	COVER SHEET & NOTES
L.02 of L.02	PLANTING PLAN

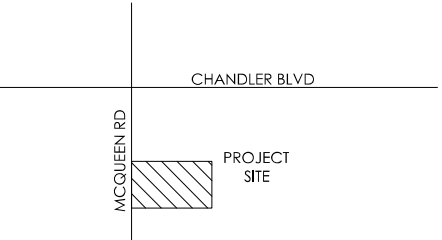
I HEREBY CERTIFY THAT NO TREE OR BOULDER IS DESIGNED CLOSER THAN SIX (6) FEET TO THE FACE OF THE PUBLIC STREET CURB.



03.08.2022

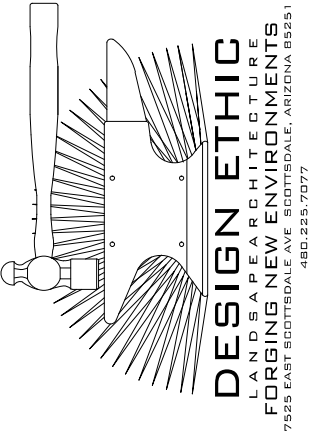
REGISTERED LANDSCAPE ARCHITECT

DATE



city of chandler notes

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.
2. NO OBSTRUCTIONS TO VIEW SHALL BE ERECTED, CONSTRUCTED OR PARKED WITHIN THE SIGHT VISIBILITY AREA. ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT ABOVE 6' CURB ELEVATION. ALL SHRUBS IN THIS AREA MAY NOT REACH A MATURE HEIGHT OVER 24".
3. ALL PLANT MATERIALS ARE GUARANTEED FOR A MINIMUM PERIOD OF SIXTY (60) DAYS FROM THE DATE OF FINAL APPROVAL BY THE CITY. ANY PLANT MATERIALS, WHICH ARE NOT APPROVED BY THE CITY PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR IN WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 20 OF THE FOLLOWING CALENDAR YEAR.
4. TREES, SHRUBS, VINES, GROUND COVER AND TURF THAT HAVE TO BE REPLACED UNDER TERMS OF THE GUARANTEE, SHALL BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM THE DATE OF REPLACEMENT.
5. ALL PLANT MATERIALS MUST BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLAN. SEE SECTION 1902 (6)(H).
6. PARKING LOT TREES MUST HAVE A MINIMUM CLEAR CANOPY DISTANCE OF 5'. SEE SECTION 1903(6)(C)(4).
7. ALL LANDSCAPE AREAS SHALL BE GRADED SO THAT FINISHED GRADE SURFACES OF ALL NONLIVING MATERIALS (I.E. DECOMPOSED GRANITE, CRUSHED ROCK, MULCH, ETC.) ARE ONE AND ONE HALF (1 1/2) INCHES BELOW CONCRETE OR OTHER PAVED SURFACES. SEE SECTION 1903(6)(C)(11). ZONING CODE.
8. TREES MUST BE PLACED A MINIMUM OF 5' FROM SIDEWALKS, PUBLIC ACCESS-WAYS. SHRUBS MUST BE, AT MATURITY, 3' FROM ALL SIDES OF A FIRE HYDRANT, PIV, OR FDC. SEE SECTION 1903(6)(J)(1), ZONING CODE.)
9. ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR IN COMPLIANCE WITH THE ZONING CODE. SEE SECTION 1903(6)(H), ZONING CODE.
10. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED AND/OR CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR A PROJECT.
11. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACKFLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE OR REQUIRED TO BE SCREENED BY LANDSCAPING OR WALLS, SHALL BE PAINTED TO MATCH THE BUILDING COLOR.
12. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.



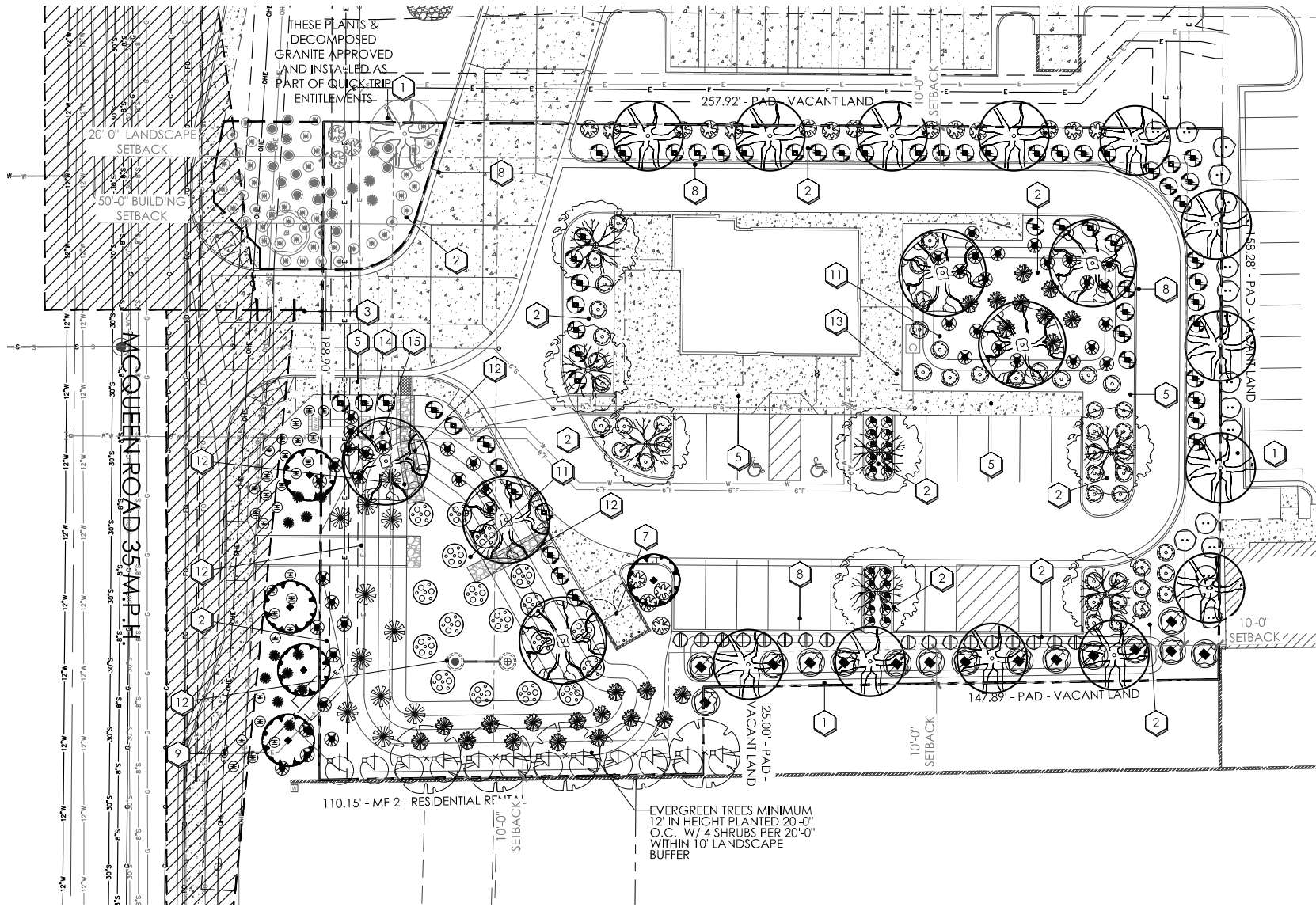
PROJECT:

ANDY'S FROZEN CUSTARD
175 NORTH MCQUEEN ROAD
CHANDLER, ARIZONA

SHEET TITLE:

COVER SHEET & NOTES

JOB NO: 22-022
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 05.23.2022
REVISED:



planting key notes

- 1 PROPERTY LINE / RIGHT OF WAY LINE
- 2 DECOMPOSED GRANITE IN ALL PLANTING AREAS
- 3 SIGHT VISIBILITY TRIANGLE. MAXIMUM MATURE PLANT MATERIAL HEIGHT IN THE SIGHT VISIBILITY TRIANGLES IS 24 INCHES
- 4 ACCESSIBLE RAMP. SEE CIVIL ENG. PLANS.
- 5 SIDEWALK.
- 6 ENTRY MONUMENT. SEE ARCHITECT'S SITE PLAN.
- 7 TRASH ENCLOSURE. SEE ARCHITECT'S SITE PLAN.
- 8 CURB. SEE CIVIL ENG. PLANS.
- 9 EXISTING POWER POLE.
- 10 OVER HEAD ELECTRIC LINE(O.H.E.).
- 11 STORMWATER RETENTION. SEE CIVIL ENG. PLANS.
- 12 DRAINAGE STRUCTURE. SEE CIVIL ENG. PLANS.
- 13 BIKE RACKS. SEE ARCHITECT'S SITE PLAN.
- 14 FIRE LINE BACKFLOW PREVENTOR - SCREEN MAINTAIN 3' ACCESS & CLEARANCE PER MAG STANDARD DETAIL 362.
- 15 REMOTE F.D.C. PER C.O.C. DETAIL FD102. SEE CIVIL ENG. PLANS.

PLANT QUANTITIES

STREET FRONTAGE PLANTINGS: 188.90'
TREES: 1 PER 30 L.F. OF FRONTAGE
50% @ 24" BOX
25% @ 36" BOX
25% @ 48" BOX

SHRUBS: 6 PER 30 L.F. OF FRONTAGE
50% LANDSCAPE COVERAGE

LAND USE BUFFER PLANTINGS: 110.15'
TREES: 1 EVERGREEN TREE MINIMUM 12' IN HEIGHT PER 20 L.F.
SHRUBS: 4 PER 20 L.F.

PARKING ISLAND PLANTING: 6 ISLANDS
TREES: 1 PER ISLAND
SHRUBS: 5 PER ISLAND
*UNABLE TO PROVIDE TREE IN ISLAND ADJACENT TO TRASH ENCLOSURE.

OPEN SPACE PLANTING: 21,574 S.F.
TREES: 1 PER 1,000 S.F. OF OPEN SPACE
SHRUBS: 6 PER 1,000 S.F. OF OPEN SPACE
50% LANDSCAPE COVERAGE

REQUIRED

PROVIDED

6 TREES
3 TREES
2 TREES
1 TREE
36 SHRUBS
65 SHRUBS

6 TREES
24 SHRUBS
6 TREES
24 SHRUBS

6 TREES
30 SHRUBS
5 TREES*
30 SHRUBS

22 TREES
132 SHRUBS
22 TREES
325 SHRUBS

QT approved plant legend

- PISTACIA CHINENSIS
CHINESE PISTACHE
- CAESALPINIA CACALACO
CASCALOTE
- LANTANA 'NEW GOLD'
NEW GOLD LANTANA
- DASYLIRION WHEELERI
DESERT SPOON
- HESPERALOE PARVIFLORA
RED YUCCA
- EUPHORBIA RIGIDA
GOPHER PLANT

plant legend

ALL TREES SHALL COMPLY WITH THE LATEST AMENDED SECTION OF THE ARIZONA NURSERY ASSOCIATION - RECOMMENDED TREE SPECIFICATIONS." SEE SECTION 1903(6) (a), ZONING CODE.

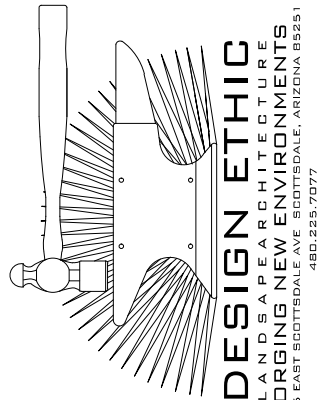
botanical name	common name	emitters	size	qty	comments
trees					
ACACIA ANEURA	MULGA	(5 @ 1.0 GPH)	48" BOX	1	8.0 H., 5.0 W., 2.0 CAL.
			36" BOX	2	7.0 H., 4.0 W., 1.5 CAL.
			24" BOX	2	6.0 H., 2.0 W., 0.75 CAL.
					STAKE IN PLACE
ACACIA STENOPHYLLA	SHOE STRING ACACIA	(5 @ 1.0 GPH)	48" BOX	5	12.0H., 7.0W., 3.0CAL.
					STAKE IN PLACE
PISTACIA X. RED PUSH	RED PUSH PISTACHE	(6 @ 2.0 GPH)	24" BOX	14	7.0H., 2.5W., 1.0CAL.
					STAKE IN PLACE
PROSOPIS SEEDLESS	HYBRID 'AZITM'	(5 @ 1.0 GPH)	24" BOX	6	5.0H., 6.0W., 1.25CAL.
					STAKE IN PLACE
ULMUS PARVIFOLIA	EVERGREEN ELM	(6 @ 2.0 GPH)	24" BOX	7	7.0H., 3.0W., 1.0CAL.
					STAKE IN PLACE

shrubs					
CALLIANDRA ERIOPHYLLA	PINK FAIRY DUSTER	(1 @ 1.0 GPH)	5 GAL.	44	PLANT AT 4' O.C.
CORDIA PARVIFOLIA	LITTLELEAF CORDIA	(1 @ 1.0 GPH)	5 GAL.	17	PLANT AT 6' O.C.
DODONAEA VISCOSA	HOPSEED BUSH	(1 @ 1.0 GPH)	5 GAL.	15	PLANT AT 8' O.C.
RUPELLIA PENINSULARIS	BAJA RUELLIA	(1 @ 1.0 GPH)	5 GAL.	17	PLANT AT 4' O.C.
SENNA OLIGOPHYLLA	OUTBACK CASSIA	(1 @ 1.0 GPH)	5 GAL.	24	PLANT AT 5' O.C.
TECOMA STANS	YELLOW BELLS	(1 @ 1.0 GPH)	5 GAL.	12	PLANT AT 8' O.C.

accents					
AGAVE AMERICANA	CENTURY PLANT		5 GAL.	11	PLANT AT 6' O.C.
HESPERALOE PARVIFLORA	'BRAKELIGHTS'	(1 @ 1.0 GPH)	5 GAL.	12	PLANT AT 3' O.C.
	BRAKELIGHTS RED YUCCA				
DASYLIRION WHEELERI	DESERT SPOON		5 GAL.	19	PLANT AT 5' O.C.
MUHLENBERGIA CAPILLARIS	REGAL MIST	(1 @ 1.0 GPH)	5 GAL.	20	PLANT AT 3' O.C.
MUHLENBERGIA RIGENS	DEER GRASS	(1 @ 1.0 GPH)	5 GAL.	48	PLANT AT 5' O.C.

groundcover					
ACACIA REDOLENS	DESERT CARPET	(1 @ 1.0 GPH)	1 GAL.	18	PLANT AT 7' O.C.
EREMOPHILA GLABRA	'MIGNEW GOLD'.	(1 @ 1.0 GPH)	5 GAL.	59	PLANT AT 5' O.C.
	OUTBACK SUNRISE EMU				
LANTANA MONTEVIDENSIS	PURPLE LANTANA	(1 @ 1.0 GPH)	1 GAL.	29	PLANT AT 3' O.C.

inerts					
1/2" MINUS DECOMPOSED GRANITE	MADISON GOLD	1/2" MINUS	24,960 SF		2" MINIMUM DEPTH IN ALL PLANTING AREAS



0' 20' 40' 60'
SCALE: 1" = 20'-0"



ANDY'S FROZEN CUSTARD 175 NORTH MCQUEEN ROAD CHANDLER, ARIZONA

PLANTING PLAN

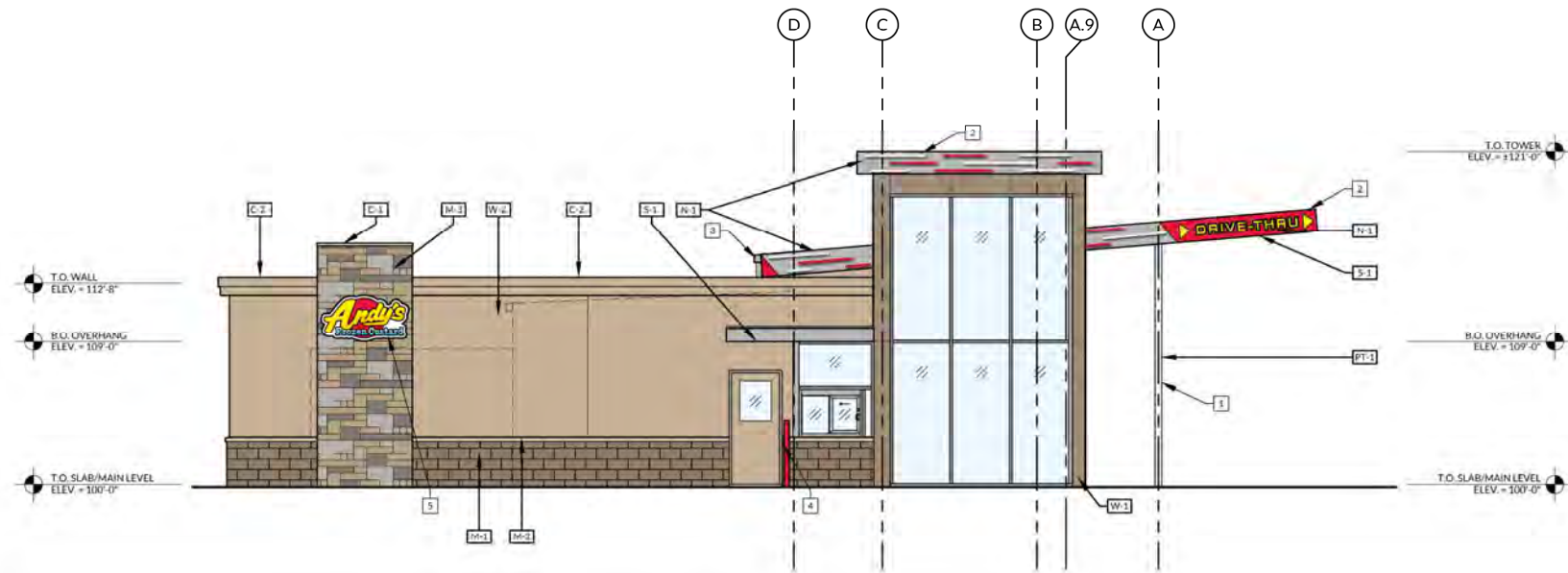
PROJECT:

JOB NO: 22-022
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 05.23.2022
REVISED:

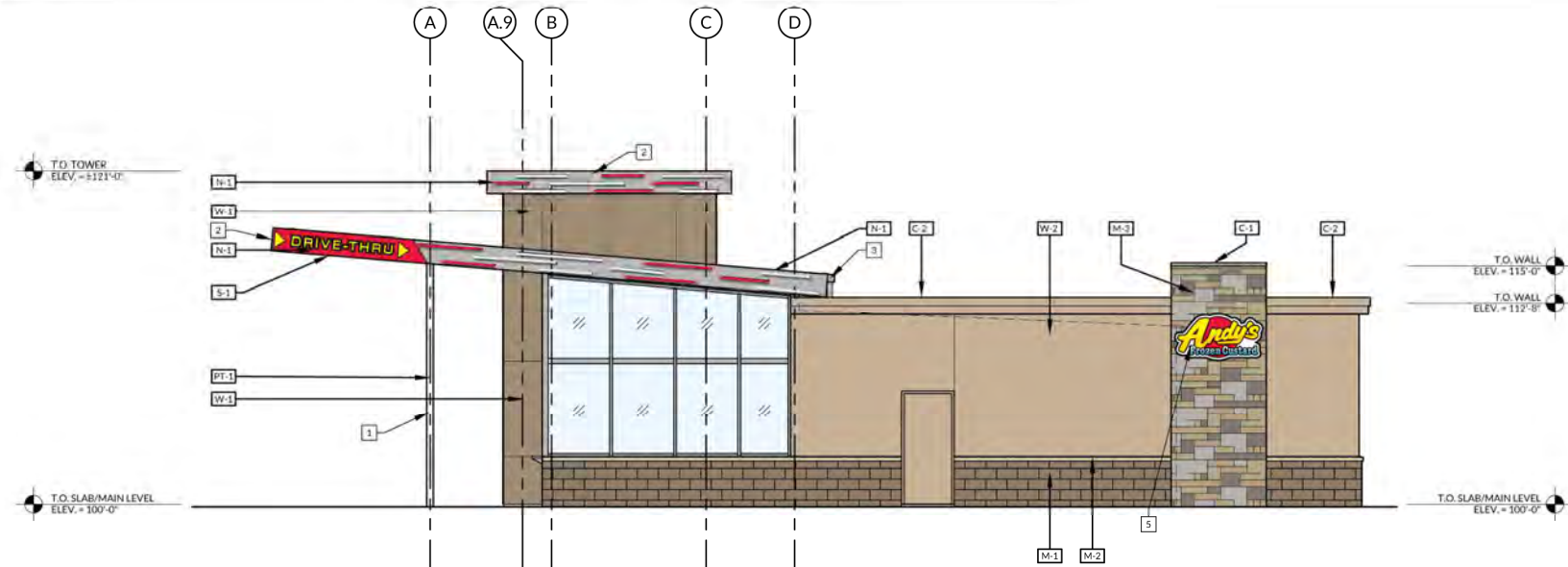
SHEET

L.02 of L.02

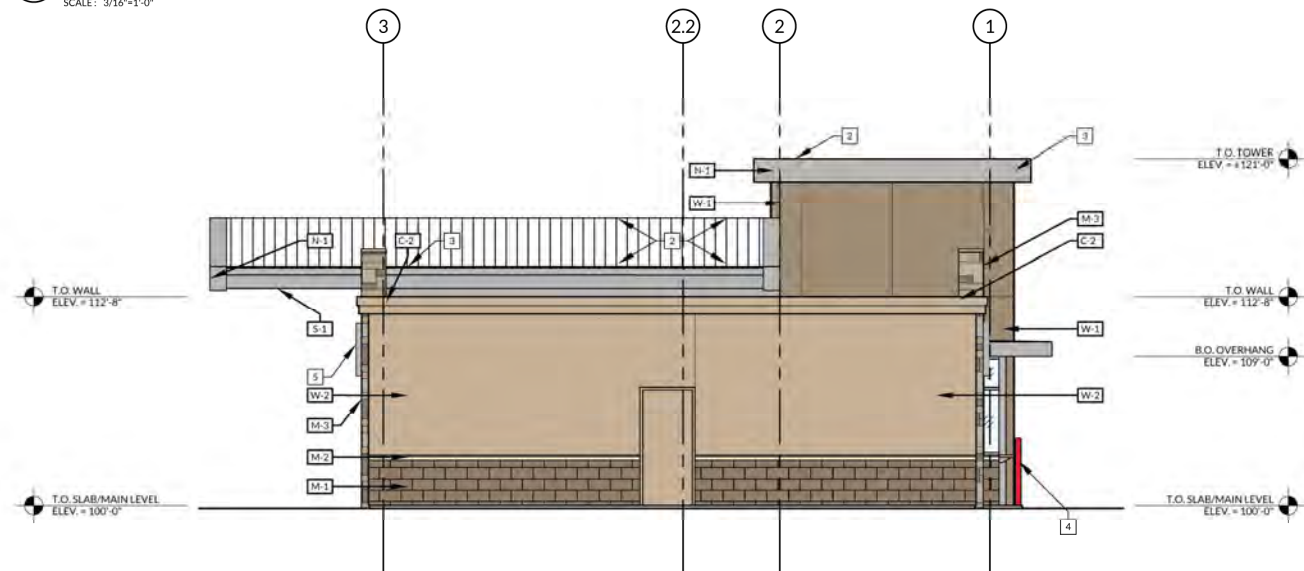
Elevations



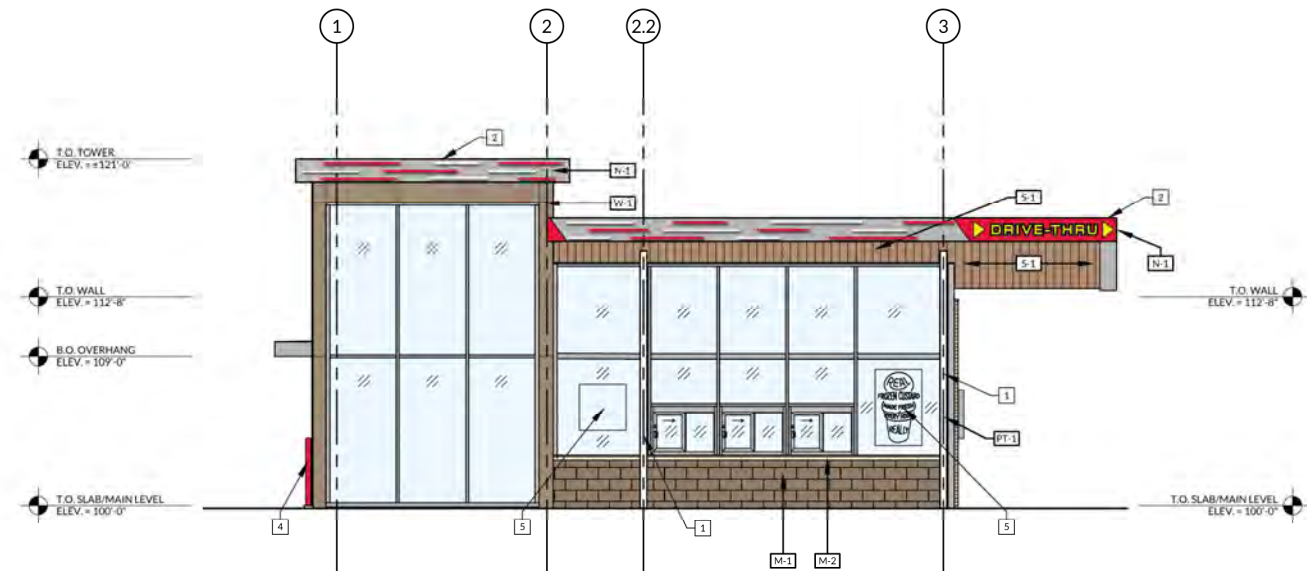
1 NORTH ELEVATION
SCALE: 3/16"=1'-0"



2 SOUTH ELEVATION
SCALE: 3/16"=1'-0"



3 EAST ELEVATION
SCALE: 3/16"=1'-0"



4 WEST ELEVATION
SCALE: 3/16"=1'-0"

ELEVATION KEYNOTES

- 1 STEEL COLUMN. REFER TO STRUCTURAL DRAWINGS.
- 2 STANDING SEAM METAL ROOF PANELS w/ CLEAR ANODIZED ALUMINUM FASCIA BY SIGN MANUFACTURER.
- 3 PRE-FINISHED METAL BOX GUTTER. REFER TO ROOF PLAN FOR DOWNSPOUT LOCATIONS & OTHER INFORMATION.
- 4 STEEL PIPE BOLLARD - 4" Ø SCHEDULE 40 STEEL PIPE 4'-0" ABOVE GRADE w/ 2'-0" CORE BELOW GRADE.
- 5 ANDY'S SIGNAGE BY OWNER/OTHERS. VERIFY w/ OWNER.

EXTERIOR FINISH LEGEND

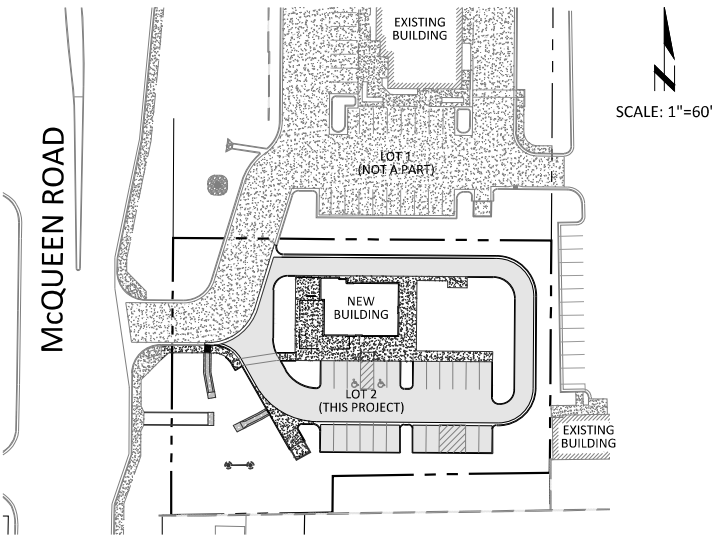
TAG NO.	DESCRIPTION
C-1	COPING TYPE 1: PRE-FINISHED METAL PARAPET CAP. COLOR TO MATCH MASONRY BELOW.
C-2	COPING TYPE 2: EIFS CAP. COLOR TO MATCH EIFS BELOW.
FC-1	FIBER CEMENT TYPE 1 (AT INSIDE OF MECHANICAL ENCLOSURE): 5/16" JAMES HARDIE PANEL-B COLOR PLUS EXTERIOR. 4'-0" x 10'-0" SECTIONS ON 3/4" BATTONS. COLOR: LIGHT MIST. SMOOTH FINISH.
M-1	MASONRY TYPE 1: INTEGRALLY COLORED CMU. COLOR TO MATCH ADJACENT DEVELOPMENT (QTY)
M-2	CAST STONE CAP. COLOR TO MATCH MASONRY EQ. TO EDWARDS CAST STONE SILL 304.
M-3	MASONRY TYPE 2: STONE VENEER EQ. TO EL DORADO STONE - LIMESTONE - YORK.
N-1	POLISHED ALUMINUM FASCIA WITH SEALED NEON TUBING.
PT-1	STEEL COLUMN TO BE PAINTED SHERWIN WILLIAMS SW7007 "BRIGHT WHITE" or EQUAL.
S-1	SOFFIT TYPE 1: BLACK PAINTED PLYWOOD w/ NICHIA VINTAGEWOOD COLOR SPRUCE.
W-1	EIFS: STO EIFS. COLOR: LIGHT TAN.
W-2	STONE TYPE 1: LE ROY SCHROEDER. COLOR: DARK TAN.



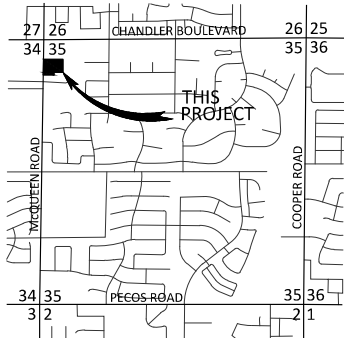
Civil Plans

PRELIMINARY IMPROVEMENT PLAN for ANDY'S FROZEN CUSTARD - CHANDLER & McQUEEN

175 NORTH McQUEEN ROAD CHANDLER, ARIZONA
A PORTION NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



PROJECT OVERVIEW



IN THE NW 1/4 OF THE NW 1/4 OF SECTION 35,
T. 1 S., R. 5 E., G. & S. R. M.,
CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA

LOCATION MAP



PROJECT INFORMATION

PROJECT DESCRIPTION:
THE PROJECT CONSISTS OF THE CONSTRUCTION OF A NEW SINGLE-STORY RESTAURANT WITH ALL REQUIRED GRADING & DRAINAGE, UTILITY AND PAVING IMPROVEMENTS.

ADDRESS:
175 NORTH McQUEEN ROAD
CHANDLER, ARIZONA 85225

APN: 303-03-113

SITE AREA: 44,305 SF (1.017 AC)

SURVEY NOTES

- THE SURVEY FOR THIS PROJECT WAS PERFORMED BY:
SUPERIOR SURVEYING SERVICES, INC.
2122 WEST LONE CACTUS DRIVE, SUITE 11
PHOENIX, ARIZONA 85027
PH: 623-869-0223
CONTACT: DAVID S. KLEIN, R.L.S.
- THE BASIS OF BEARINGS FOR THIS PROJECT IS THE MONUMENT LINE OF McQUEEN ROAD, ALSO BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 35, USING A BEARING OF NORTH 00°24'42" EAST PER THE RECORD OF SURVEY, BOOK 669 OF MAPS, PAGE 47, RECORDS OF MARICOPA COUNTY, ARIZONA.
- THE BASIS OF ELEVATION FOR THIS PROJECT IS THE CITY OF CHANDLER, BEING A 3" BRASS CAP FLUSH, LOCATED BETWEEN CHANDLER BOULEVARD AND PECOS ROAD, 1000' EAST OF McQUEEN ROAD, 150' NORTH OF FRYE ROAD AT THE INTERSECTION OF CINDY STREET AND CROSS CREEK DRIVE, HAVING AN ELEVATION OF 1226.94 FEET, (NAVD88).

BENCHMARK

THE BENCHMARK USED FOR THIS PLAN IS THE CITY OF CHANDLER, BEING A 3" BRASS CAP FLUSH, LOCATED BETWEEN CHANDLER BOULEVARD AND PECOS ROAD, 1000' EAST OF McQUEEN ROAD, 150' NORTH OF FRYE ROAD AT THE INTERSECTION OF CINDY STREET AND CROSS CREEK DRIVE, HAVING AN ELEVATION OF 1226.94 FEET, (NAVD88).

LEGAL DESCRIPTION

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 35 BEARS NORTH 89°07'20" EAST, A DISTANCE OF 2630.83 FEET;
THENCE NORTH 89°07'20" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 35, A DISTANCE OF 328.85 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35;
THENCE DEPARTING SAID NORTH LINE, SOUTH 00°23'50" WEST ALONG SAID EAST LINE, A DISTANCE OF 75.01 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST CHANDLER BOULEVARD;
THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°23'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 402.31 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00°23'50" WEST ALONG SAID EAST LINE, A DISTANCE OF 158.28 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL AS DESCRIBED IN DOCKET 2693, PAGE 43, MARICOPA COUNTY RECORDS, ARIZONA;
THENCE DEPARTING SAID EAST LINE, SOUTH 89°10'07" WEST ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 147.89 FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 00°23'50" WEST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 25.01 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35;
THENCE DEPARTING SAID WEST LINE, SOUTH 89°10'07" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 110.16 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH McQUEEN ROAD;
THENCE NORTH 00°24'57" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 188.90 FEET;
THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°35'03" EAST, A DISTANCE OF 257.92 FEET TO THE POINT OF BEGINNING.

FLOODPLAIN INFORMATION

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NUMBER 04013C2737M, DATED NOVEMBER 4, 2015 THE PARCEL IS LOCATED IN THE ZONE X (SHADED) AREA, WHICH IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

DRAINAGE STATEMENT

-SITE IS IN A SPECIAL FLOOD HAZARD AREA- NO
-OFFSITE FLOWS AFFECT THIS SITE- YES, McQUEEN HALF ROW.
-RETENTION PROVIDED IS 100-YEAR, 2-HOUR
-EXTREME STORM OUTFALLS THE SITE AT THE CENTERLINE OF McQUEEN ROAD AT THE ELEVATION OF 1224.68.

PROJECT RETENTION

REQUIRED RETENTION VOLUME (100-YEAR, 2-HOUR):
VOLUME [CF] = C x (P [IN] / 12) x AREA [SF] x 110%
BASIN 1
OFFSITE (McQUEEN ROAD HALF ROW) REQUIRED VOLUME:
Cw = (0.5 x 720 SF) + (0.95 x 14,424 SF) / 15,144 SF
Cw = 0.93
V = 0.93 x (2.2/12) x 15,144 x 1.1
V = 2,841 CF
ONSITE REQUIRED VOLUME:
Cw = (0.5 x 17,837 SF) + (0.95 x 22,642 SF) / 40,579 SF
Cw = 0.75
V = 0.76 x (2.19/12) x 44,305 x 1.1
V = 6,760 CF
TOTAL REQUIRED VOLUME = 2,841 CF + 6,138 CF = 8,979 CF
PROVIDED VOLUME:
9,030 VIA A NEW 3' DEEP SURFACE RETENTION BASIN, WHICH SHALL DRAIN VIA ONE NEW DRYWELL

BASIN 2
REQUIRED VOLUME:
Cw = (0.5 x 3,199 SF) + (0.95 x 511 SF) / 3,710 SF
Cw = 0.56
V = 0.56 x (2.2/12) x 3,710 x 1.1
V = 419 CF
PROVIDED VOLUME:
835 CF VIA A ONE-FOOT DEEP SURFACE RETENTION BASIN THAT SHALL DRAIN VIA NATURAL PERCOLATION
BASIN 3
REQUIRED VOLUME:
Cw = (0.5 x 6,289 SF) + (0.95 x 0 SF) / 6,289 SF
Cw = 0.50
V = 0.50 x (2.2/12) x 6,289 x 1.1
V = 635 CF
PROVIDED VOLUME:
730 CF VIA A ONE-FOOT DEEP SURFACE RETENTION BASIN THAT SHALL DRAIN VIA NATURAL PERCOLATION

DRYWELL CALCULATIONS

TOTAL VOLUME = 9,900 CF*
*EXCLUDES DEPRESSED LANDSCAPE RETENTION THAT SHALL DRAIN BY NATURAL PERCOLATION.

DRYWELL DISSIPATION RATE = 0.1 CFS

TIME [SEC] = VOLUME [CF] / RATE [CFS]

t = 9,900 / 0.1 = 99,000 SEC = 27.5 HOURS

LEGEND

---	PROJECT RIGHT-OF-WAY	■	NEW STORM DRAIN PIPE
---	EXISTING RIGHT-OF-WAY	—s—	NEW SEWER LINE
---	PROJECT/NEW PROPERTY LINE	—W—	NEW WATER LINE
---	EXISTING PROPERTY LINE	—f—	NEW FIRE SERVICE
---	ROADWAY CENTERLINE	⊙	NEW SEWER CLEANOUT
---	EXISTING EASEMENT	⊙	NEW WATER VALVE
---	EXISTING CONTOUR	⊙	NEW WATER METER
---	NEW CONTOUR	⊙	NEW BACKFLOW PREVENTER
---	EXISTING CONCRETE	⊙	NEW FIRE HYDRANT
---	EXISTING RIP RAP	⊙	NEW FIRE CONNECTION
---	EXISTING WALL	⊙	NEW FIRE BACKFLOW PREVENTER
---	NEW ASPHALT	⊙	NEW WATER STUB
---	NEW CONCRETE	⊙	NEW REDUCER
---	NEW RIP RAP	⊙	NEW DRYWELL
---	NEW WALL	⊙	SURVEY MONUMENT AS NOTED
---	EXISTING CURB	⊙	SPOT ELEV. (EXIST. GRADE)
---	EXISTING PAINT STRIPE	⊙	SPOT ELEV. (NEW GRADE)
---	NEW CURB	⊙	RIGHT-OF-WAY
---	NEW PAINT STRIPE	⊙	BACK OF CURB
---	NEW RAILING	⊙	BACK OF SIDEWALK
---	EXISTING STORM DRAIN PIPE	⊙	RECORDED VALUE
---	EXISTING UNDERGROUND ELECTRIC	⊙	MEASURED VALUE
---	EXISTING COMMUNICATION LINE	⊙	PAVEMENT (ASPHALT)
---	EXISTING OVERHEAD ELECTRIC	⊙	CONCRETE
---	EXISTING SEWER LINE	⊙	GUTTER
---	EXISTING WATER LINE	⊙	TOP OF CURB
---	EXISTING GAS LINE	⊙	FINISHED GRADE
---	EXISTING SEWER MANHOLE	⊙	LOW POINT
---	EXISTING WATER VALVE	⊙	HIGH POINT
---	EXISTING WATER METER	⊙	GRADE BREAK
---	EXISTING UTILITY POLE	⊙	FINISHED FLOOR ELEVATION
---		⊙	PUBLIC UTILITY EASEMENT
---		⊙	MATCH EXISTING

OWNER/DEVELOPER

SOUTH NATIONAL DEVELOPMENT COMPANY
1911 SOUTH NATIONAL, SUITE 101
SPRINGFIELD, MISSOURI 65804
PH: 417-830-3708
ATTN: AUGIE NICKELS

CIVIL ENGINEER

CYPRESS CIVIL DEVELOPMENT
4450 NORTH 12TH STREET, #228
PHOENIX, ARIZONA 85014
PH: 623-282-2498
ATTN: JEFF HUNT, PE

ARCHITECT

TORGERSON DESIGN PARTNERS
116 NORTH 2ND AVENUE
OZARK, MISSOURI 65721
PH: 417-581-8889
ATTN: JOHN TORGERSON

UTILITIES

WATER: CITY OF CHANDLER
SEWER: CITY OF CHANDLER
ELECTRIC: CITY OF CHANDLER
GAS: SALT RIVER PROJECT
TELEPHONE: SOUTHWEST GAS
CABLE: CENTURYLINK
COX COMMUNICATIONS

SHEET INDEX

- COVER SHEET
- GRADING AND DRAINAGE PLAN
- ONSITE UTILITY PLAN

PRELIMINARY IMPROVEMENT PLAN for ANDY'S FROZEN CUSTARD - CHANDLER & McQUEEN

175 NORTH McQUEEN ROAD CHANDLER, ARIZONA

cover

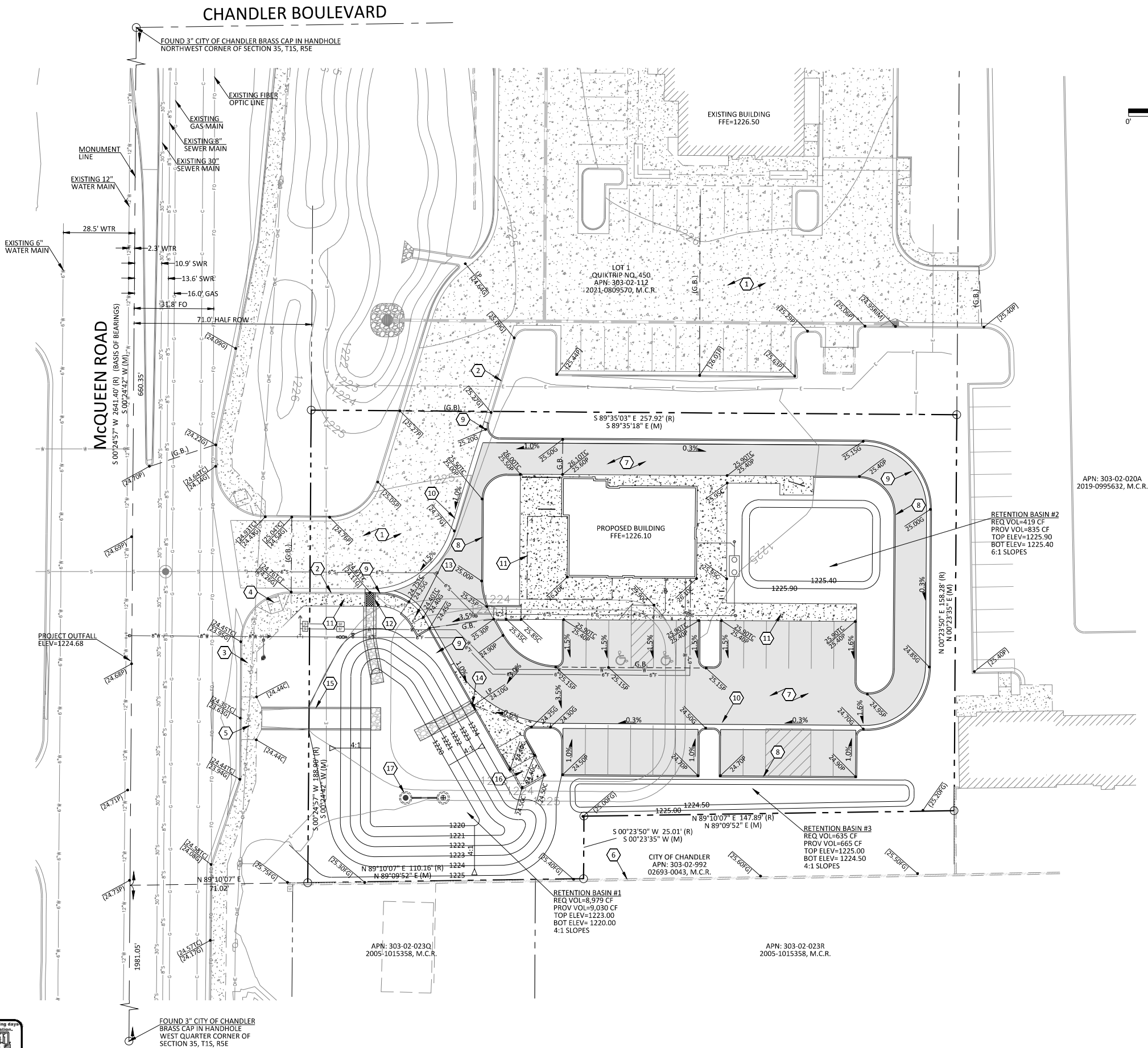


DRAWN:	PT
DESIGNED:	DS
CHECKED:	JH
DATE:	05-23-2022
JOB NO:	21.171
SHEET NUMBER	





THESE PLANS ARE PRELIMINARY AND ARE NOT FOR CONSTRUCTION OR RECORDING



KEYNOTES

- 1 EXISTING CONCRETE PAVEMENT TO REMAIN.
- 2 EXISTING CURB AND GUTTER TO REMAIN.
- 3 EXISTING CONCRETE SIDEWALK TO REMAIN.
- 4 EXISTING ACCESSIBLE RAMP TO REMAIN.
- 5 EXISTING CONCRETE SCUPPER TO REMAIN.
- 6 EXISTING MASONRY SCREEN WALL TO REMAIN.
- 7 NEW ASPHALT PAVEMENT.
- 8 NEW CONCRETE VERTICAL CURB.
- 9 NEW CONCRETE VERTICAL CURB AND GUTTER.
- 10 NEW VALLEY GUTTER.
- 11 NEW CONCRETE SIDEWALK.
- 12 NEW STEEL SCUPPER SET IN CONCRETE.
- 13 NEW ACCESSIBLE ACCESS RAMP.
- 14 NEW CURB OPENING AND RIP RAP SPILLWAY.
- 15 NEW CONCRETE SPILLWAY.
- 16 NEW TRASH ENCLOSURE AND CONCRETE APRON.
- 17 NEW DUAL-CHAMBER DRYWELL.



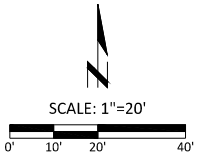
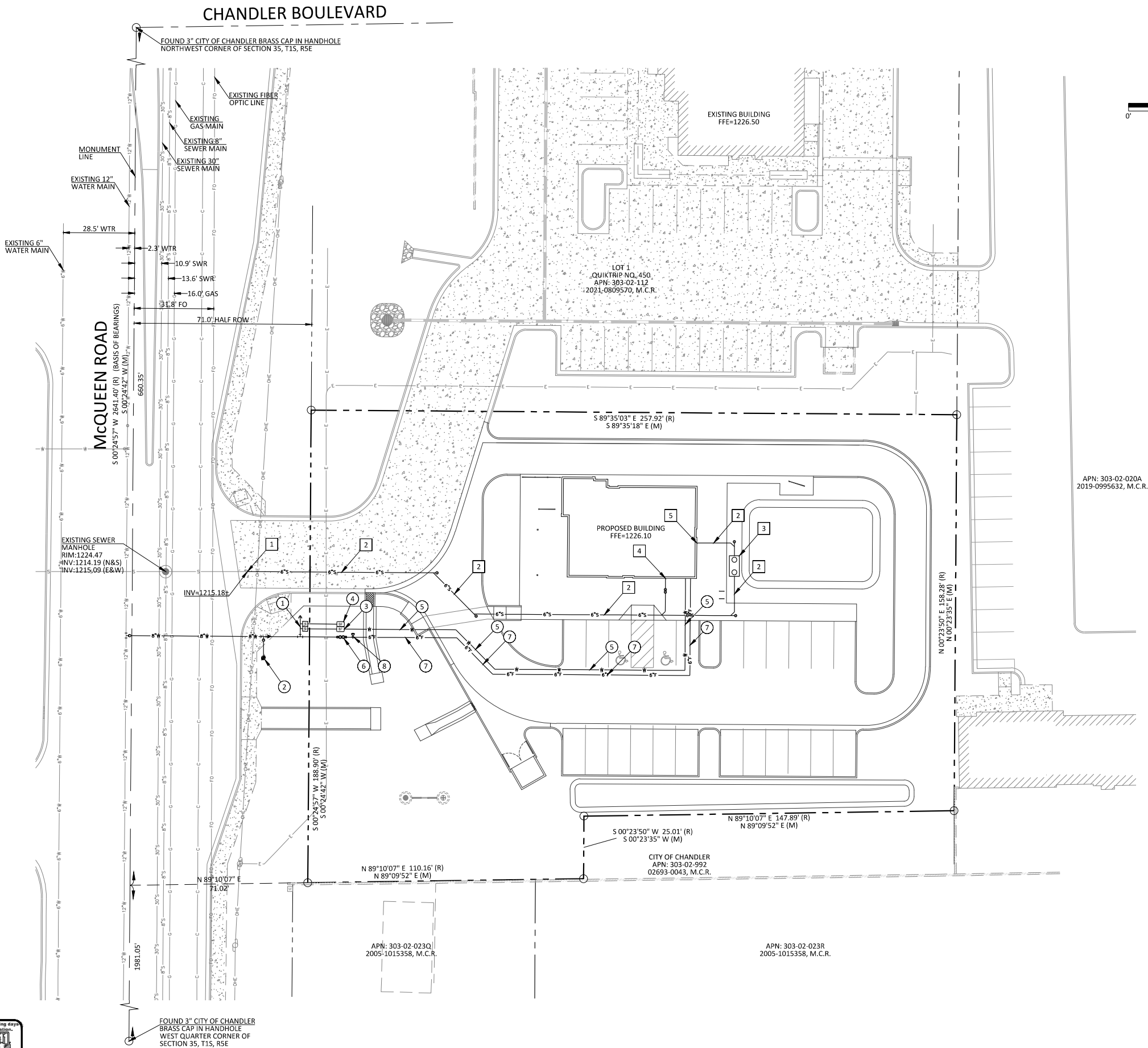
PRELIMINARY IMPROVEMENT PLAN for
ANDY'S FROZEN CUSTARD - CHANDLER & McQUEEN
175 NORTH McQUEEN ROAD CHANDLER, ARIZONA
grading and drainage plan



DRAWN:	PT
DESIGNED:	DS
CHECKED:	JH
DATE:	05-23-2022
JOB NO:	21.171
SHEET NUMBER	



THESE PLANS ARE PRELIMINARY AND ARE NOT FOR CONSTRUCTION OR RECORDING



WATER KEYNOTES

- 1 NEW MULTI-METER WATER SERVICE PER CITY OF CHANDLER DETAIL C-301.
- 2 NEW PUBLIC FIRE HYDRANT.
- 3 NEW DOMESTIC BACKFLOW PREVENTER
- 4 NEW IRRIGATION BACKFLOW PREVENTER.
- 5 NEW PRIVATE DOMESTIC WATER LINE.
- 6 NEW 6" BACKFLOW PREVENTER.
- 7 NEW 6" PRIVATE DIP FIRE LINE.
- 8 NEW REMOTE FDC.

PRIVATE SEWER KEYNOTES

- 1 CONNECT TO EXISTING 8" PVC SEWER STUB WITH 8"x6" ECCENTRIC REDUCER.
- 2 NEW 6" PVC SDR-35 SEWER LINE.
- 3 NEW GREASE INTERCEPTOR.
- 4 CONNECT TO BUILDING SANITARY SEWER.
- 5 CONNECT TO KITCHEN WASTE SEWER.

PRELIMINARY IMPROVEMENT PLAN for
ANDY'S FROZEN CUSTARD - CHANDLER & MCQUEEN
175 NORTH MCQUEEN ROAD CHANDLER, ARIZONA
onsite utility plan



DRAWN:	PT
DESIGNED:	DS
CHECKED:	JH
DATE:	05-23-2022
JOB NO:	21.171
SHEET NUMBER	

Comprehensive Sign Package



SPRINGFIELD **SIGN**

design | build | install | service

ANDY'S FROZEN CUSTARD

CHANDLER, AZ

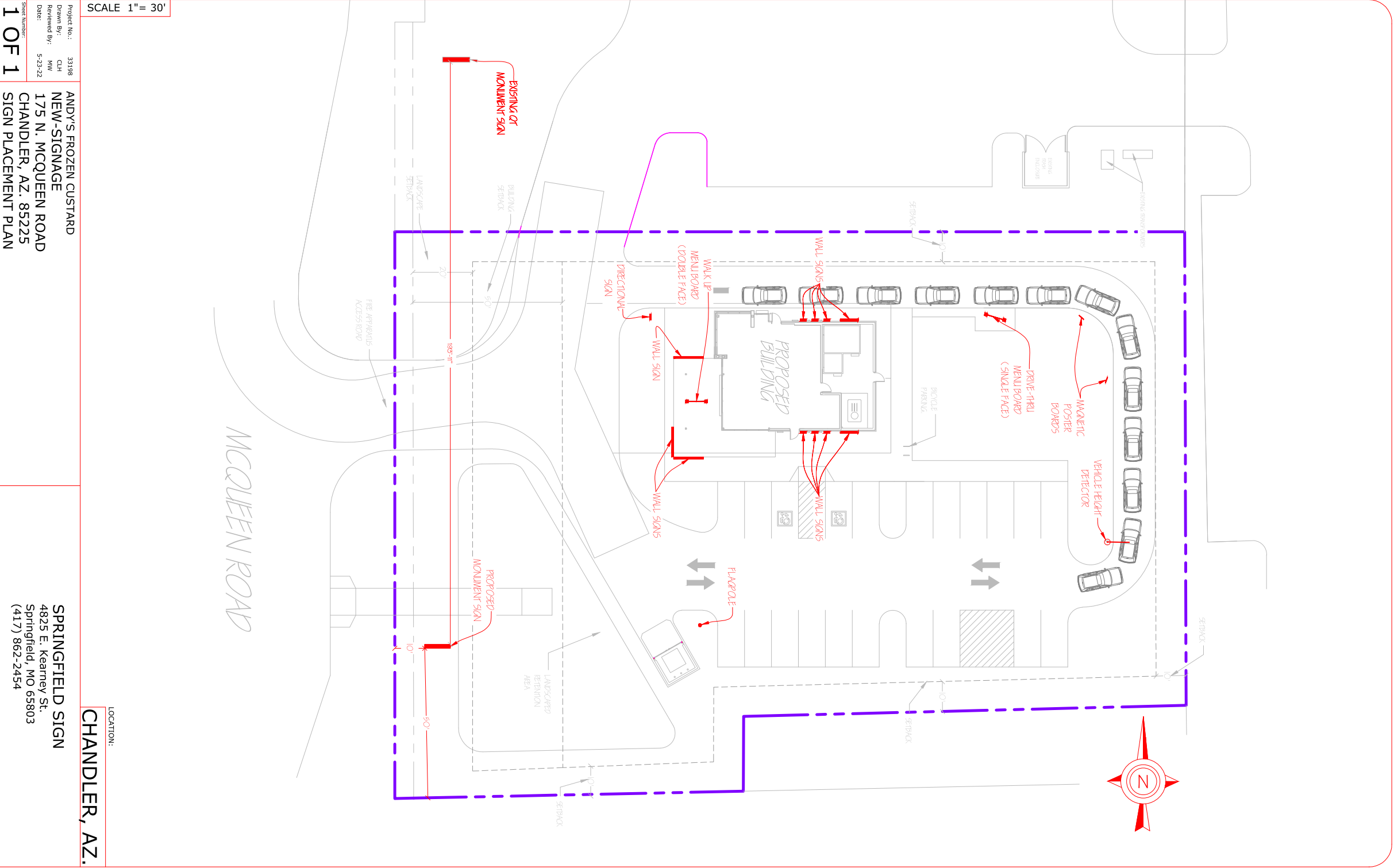
Presented by Trey Watts

 800.845.9927

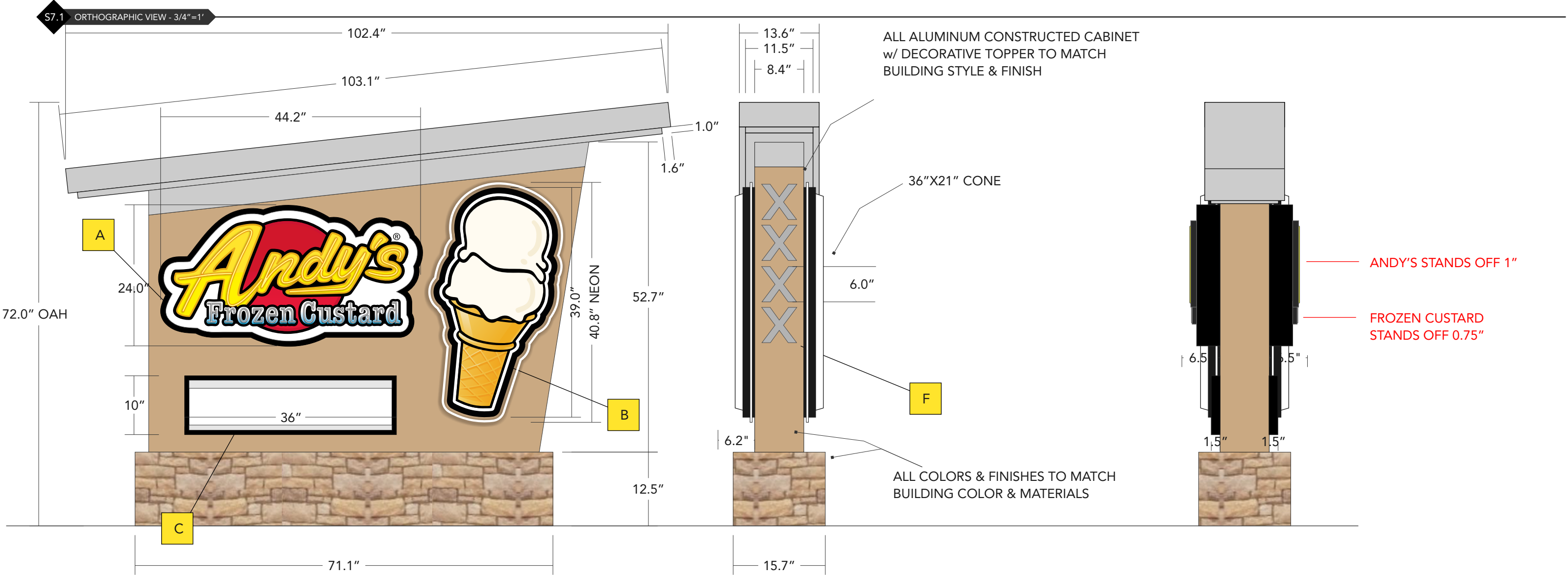
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2-SIDED MONUMENT w/ HALF CONE



S7.1 SIGN DETAILS

- A** REVERSE CHANNEL CONTOUR CABINET ALUMINUM FACE w/ CUT VINYL GRAPHICS NEON TUBING LIGHTING MOUNTED TO FACE OF SIGNS AS SHOWN REVERSE CHANNEL RETURNS

 - CLEAR BRIGHT YELLOW 12mm NEON
 - SNOW WHITE 10mm NEON

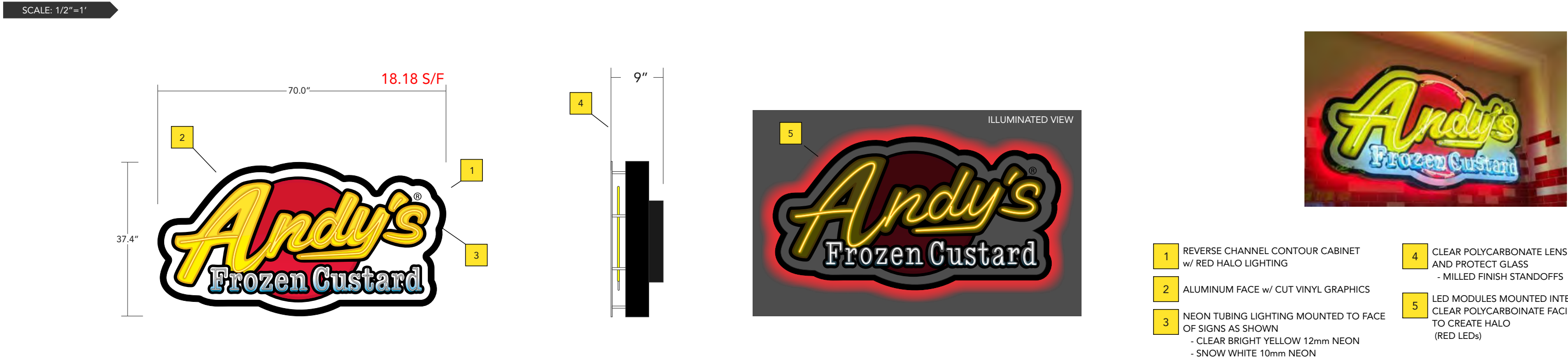
CLEAR POLYCARBONATE LENS TO COVER AND PROTECT GLASS

 - MILLED FINISH STANDOFFS
- B** PAN FACE LED LIT CABINET WITH FULL COLOR GRAPHICS APPLIED TO FACE, BLACK CABINET
- C** FLUSH MOUNTED 1-SIDED LED ILLUMINATED CABINETS

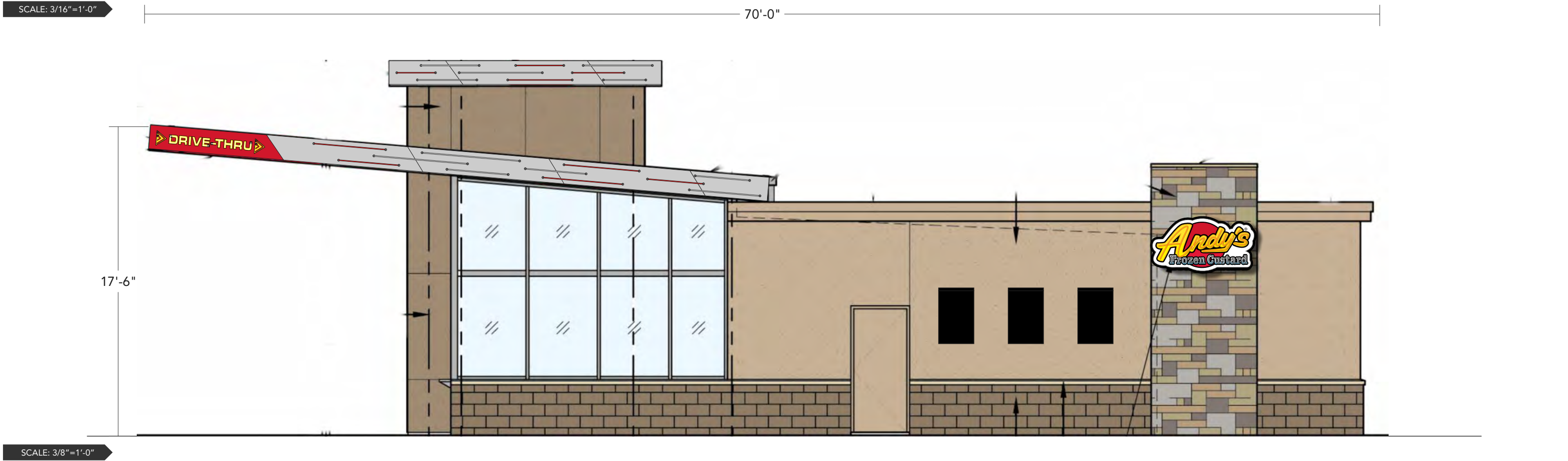
 - FLAT FACES w/ 1 LINE CHANGEABLE COPY
 - 2 THUMB SCREW LATCHES PER RETAINER (4 TOTAL) - VANDAL COVER INCLUDED
 - PAINTED BLACK
- D** QTY (2) - 100PC 8 ON 9 STD. COND. FONT LETTERS; QTY (1) - 50PC 8 ON 9 STD. COND. FONT PUNCTUATION SET
- E** CAST LIGHTING

 - QTY (4) GROUND MOUNT FIXTURES
- F** PAINTED 1/4" ALUMINUM FCO ADDRESS NUMBERS - STUD MOUNTED FLUSH TO SIGN STRUCTURE - PAINTED SILVER

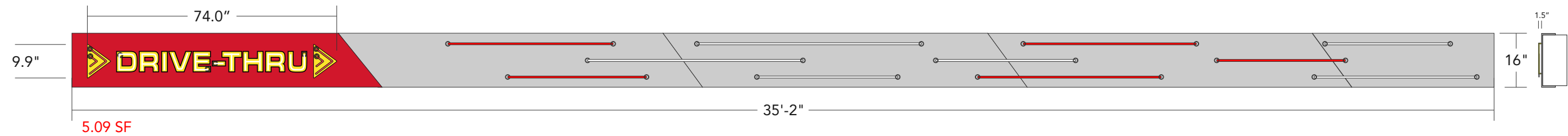




DOES NOT EXCEED 15% OF 21' BUILDING HEIGHT



SIZING AND PLACEMENT TBD BY ENGINEERING PRIOR TO PRODUCTION

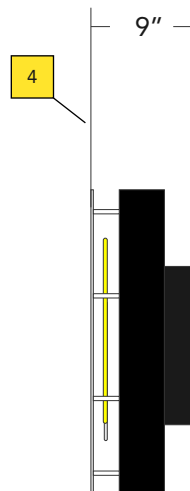
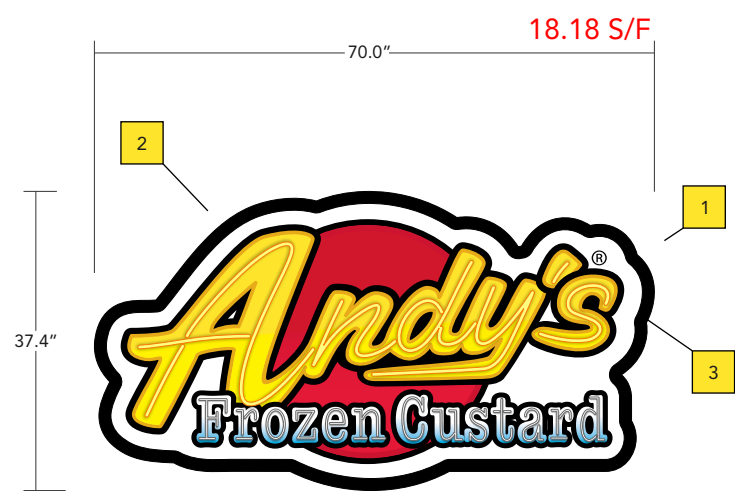


SCALE: 3/16"=1'-0"

70'-0"



SCALE: NTS



- 1

REVERSE CHANNEL CONTOUR CABINET
w/ RED HALO LIGHTING
- 2

ALUMINUM FACE w/ CUT VINYL GRAPHICS
- 3

NEON TUBING LIGHTING MOUNTED TO FACE
OF SIGNS AS SHOWN
- CLEAR BRIGHT YELLOW 12mm NEON
- SNOW WHITE 10mm NEON
- 4

CLEAR POLYCARBONATE LENS TO COVER
AND PROTECT GLASS
- MILLED FINISH STANDOFFS
- 5

LED MODULES MOUNTED INTERNALLY TO
CLEAR POLYCARBOINATE FACING INWARD
TO CREATE HALO
(RED LEDs)

DOES NOT EXCEED 15% OF 21' BUILDING HEIGHT

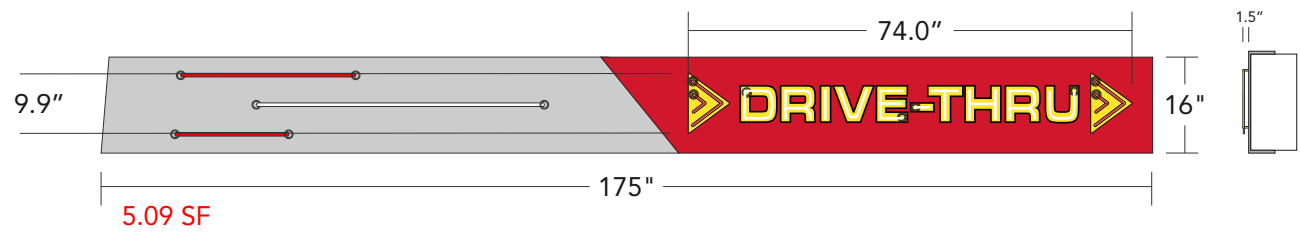
SCALE: 3/16"=1'-0"

70'-0"

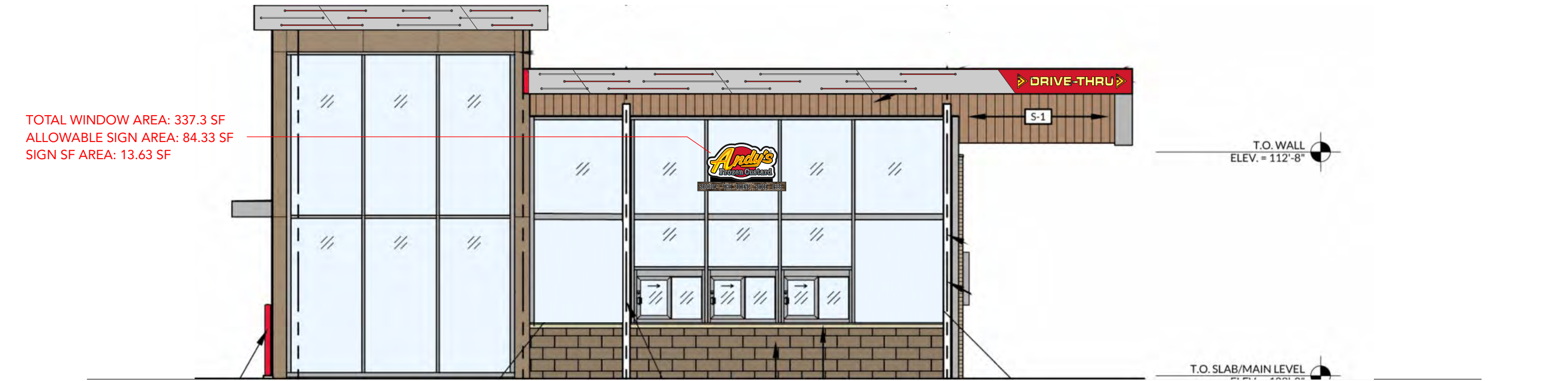


SCALE: 3/8"=1'-0"

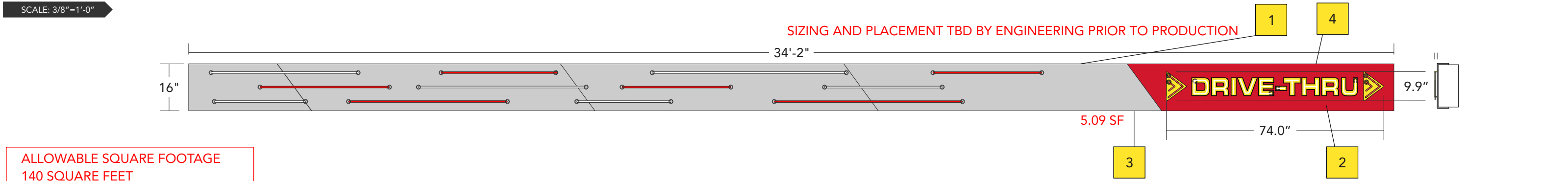
SIZING AND PLACEMENT TBD BY ENGINEERING PRIOR TO PRODUCTION



SCALE: 3/16"=1'-0"



SCALE: 3/8"=1'-0"



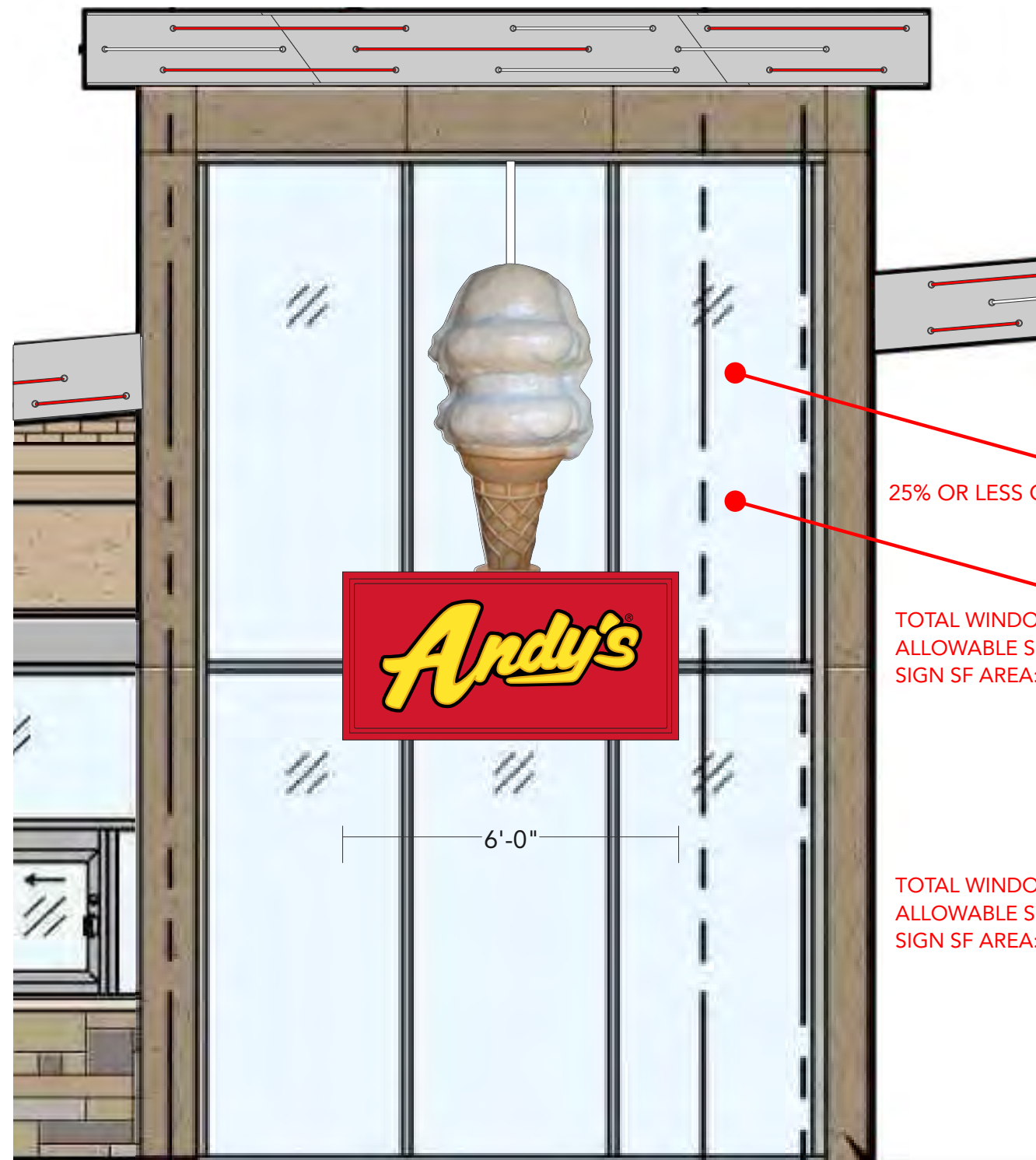
ALLOWABLE SQUARE FOOTAGE
140 SQUARE FEET

SQUARE FOOTAGE CALCULATION
33198-1: 37.4" x 70" = 18.18
33198-2: 9.9" x 74" = 5.09
33198-3: 37.4" x 72" = 18.18
33198-4: 9.9" x 74" = 5.09
33198-5: 9.9" x 74" = 5.09

TOTAL SQUARE FOOTAGE
51.63 SF

- 1 POLISHED ALUMINUM FASCIA
- 2 NEON LIGHTING OVER VINYL GRAPHICS
- 3 ALUMINUM BACKER PANEL
- 4 ACCESS PANEL ON TOP OF ASSEMBLY AS NEEDED

(4) SIDED INTERIOR STATIC SIGN

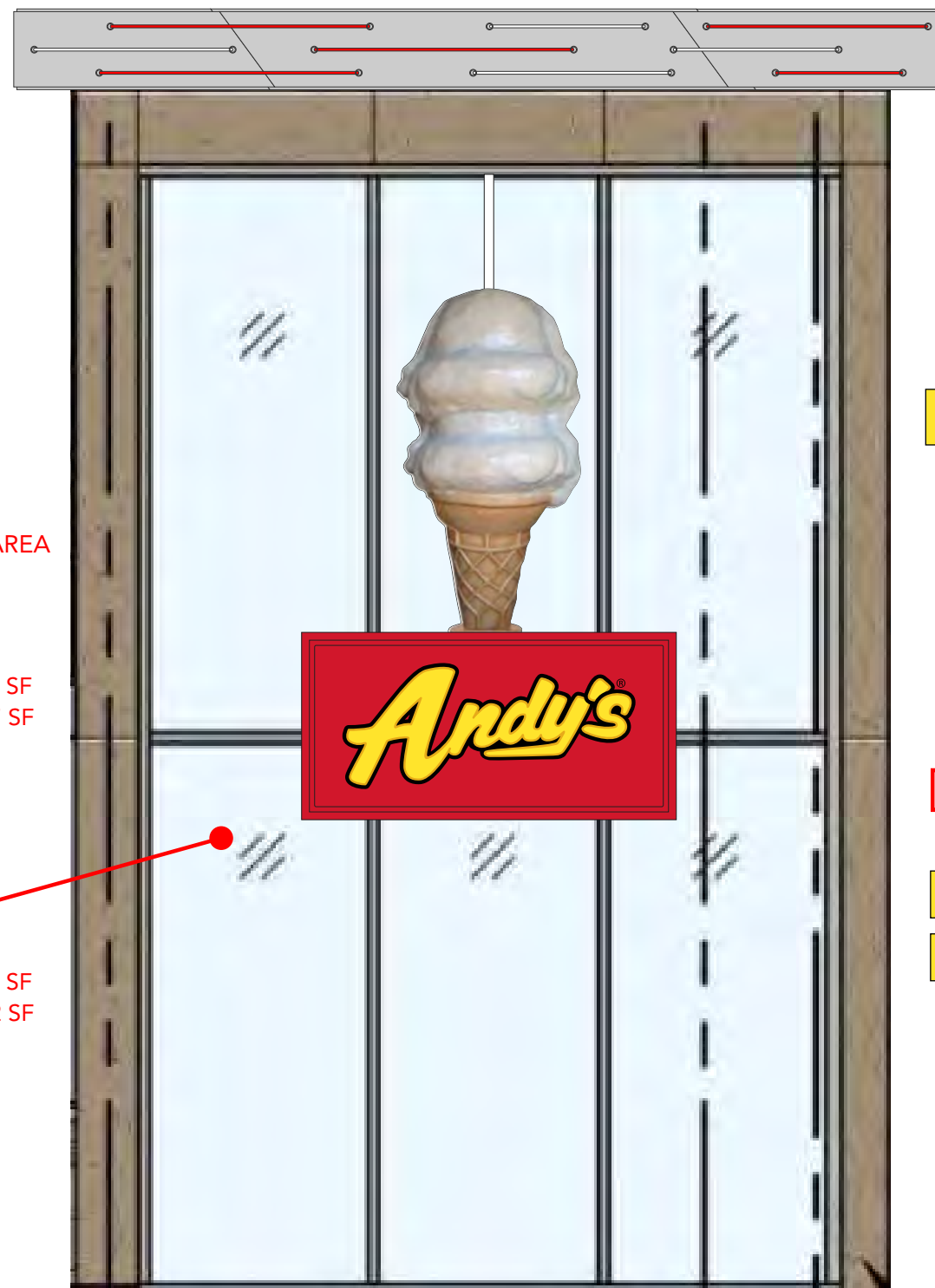


SIDE WINDOW VIEW

25% OR LESS OF WINDOW AREA

TOTAL WINDOW AREA: 210.8 SF
ALLOWABLE SIGN AREA: 52.7 SF
SIGN SF AREA: 51 SF

TOTAL WINDOW AREA: 236.8 SF
ALLOWABLE SIGN AREA: 59.2 SF
SIGN SF AREA: 51 SF



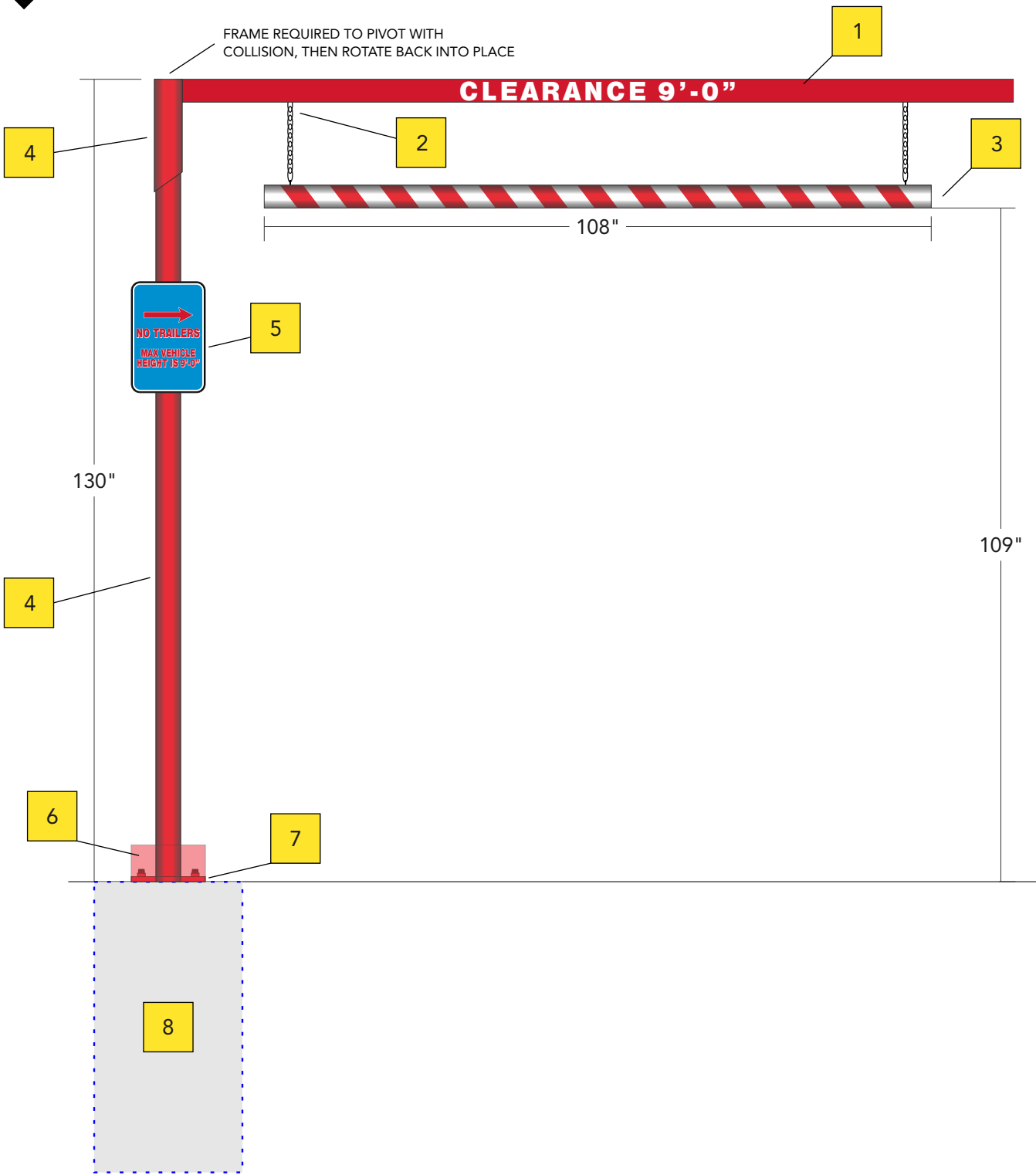
FRONT WINDOW VIEW



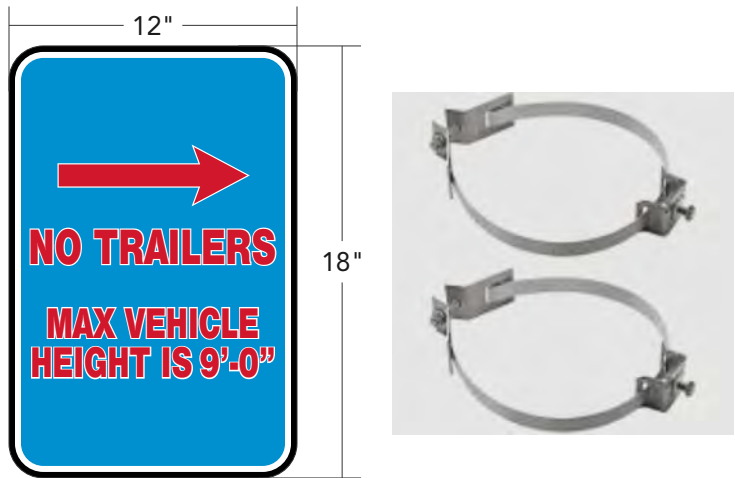
(4) SIDED INTERIOR STATIC SIGN

- 1 SUSPENDED FIBERGLASS CONE MOUNTED TO VERTICAL POLE
- 2 (4) SIDED INTERNALLY ILLUMINATED CABINET w/ PAN EMBOSS FACES

S13.1 ORTHOGRAPHIC VIEW - NTS



S13.2 POST SIGN DETAIL - NTS

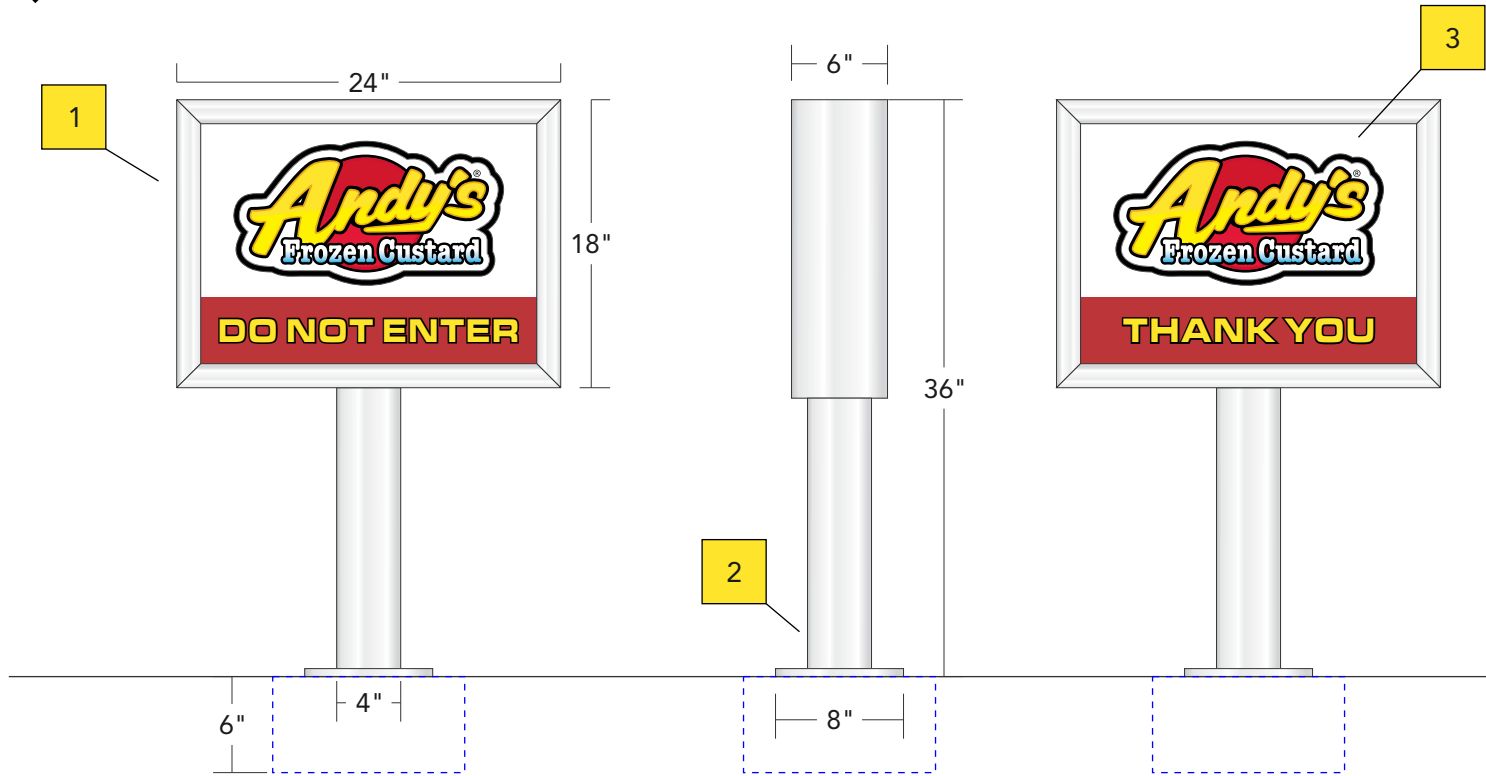


S13.3 VISUAL EXAMPLE - NTS



DOUBLE SIDED DIRECTIONAL SIGNAGE
- VERBIAGE AND QUANTITIES TBD

S14.1 ORTHOGRAPHIC VIEW - NTS



S14.2 ILLUMIANTED VIEW - NTS



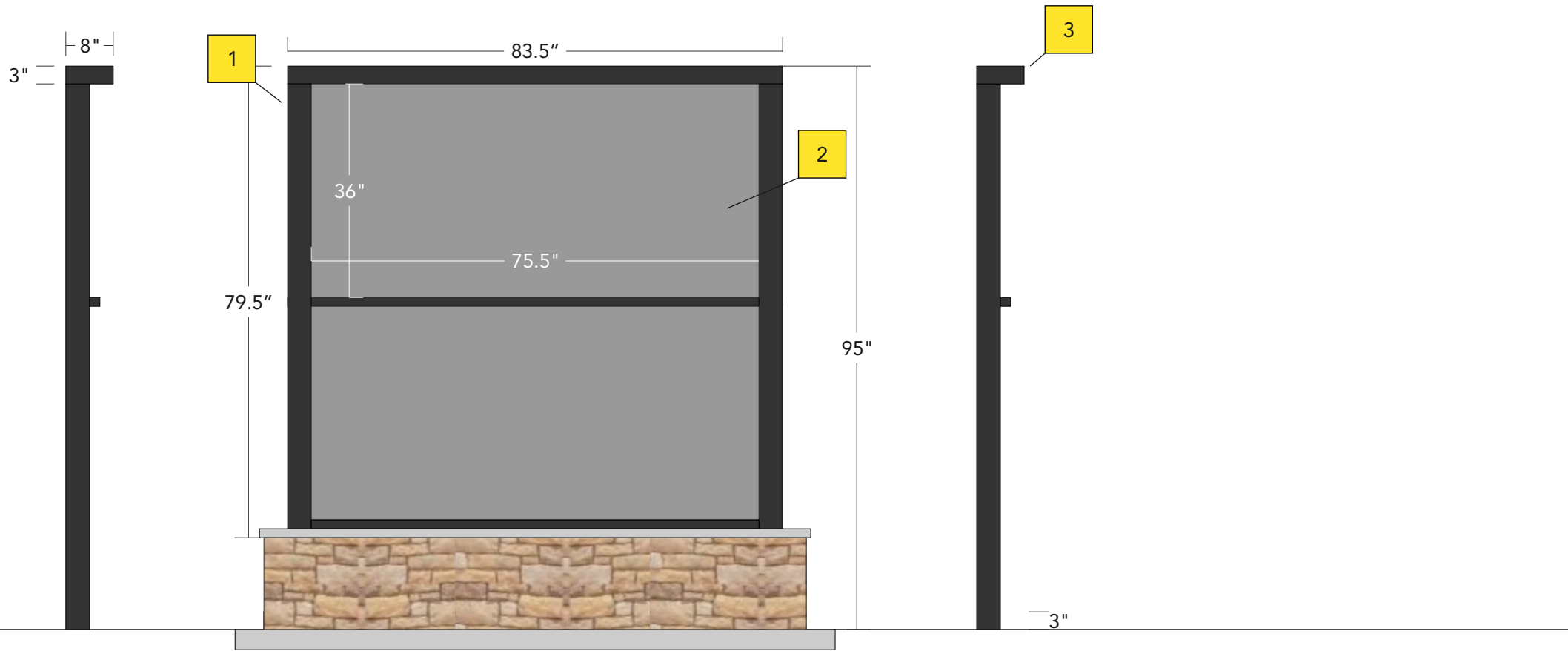
- 1 ALUMINUM EXTRUDED CABINET
COLOR = SILVER
- 2 4" ALUMINUM SQUARE POST
COLOR = SILVER
- 3 ACRYLIC w/ TRANSLUCENT VINYL GRAPHICS

S14.3 ACRYLIC FACE DETAIL - NTS



SINGLE SIDED MENU BOARD

S10.1 ORTHOGRAPHIC VIEW - NTS



** NO EXPOSED FASTENERS IN STEEL PANEL FACES

** WALK UP MENU MUST BE INTEGRATED ALONG BASE w/ MASONRY TO MATCH BUILDING

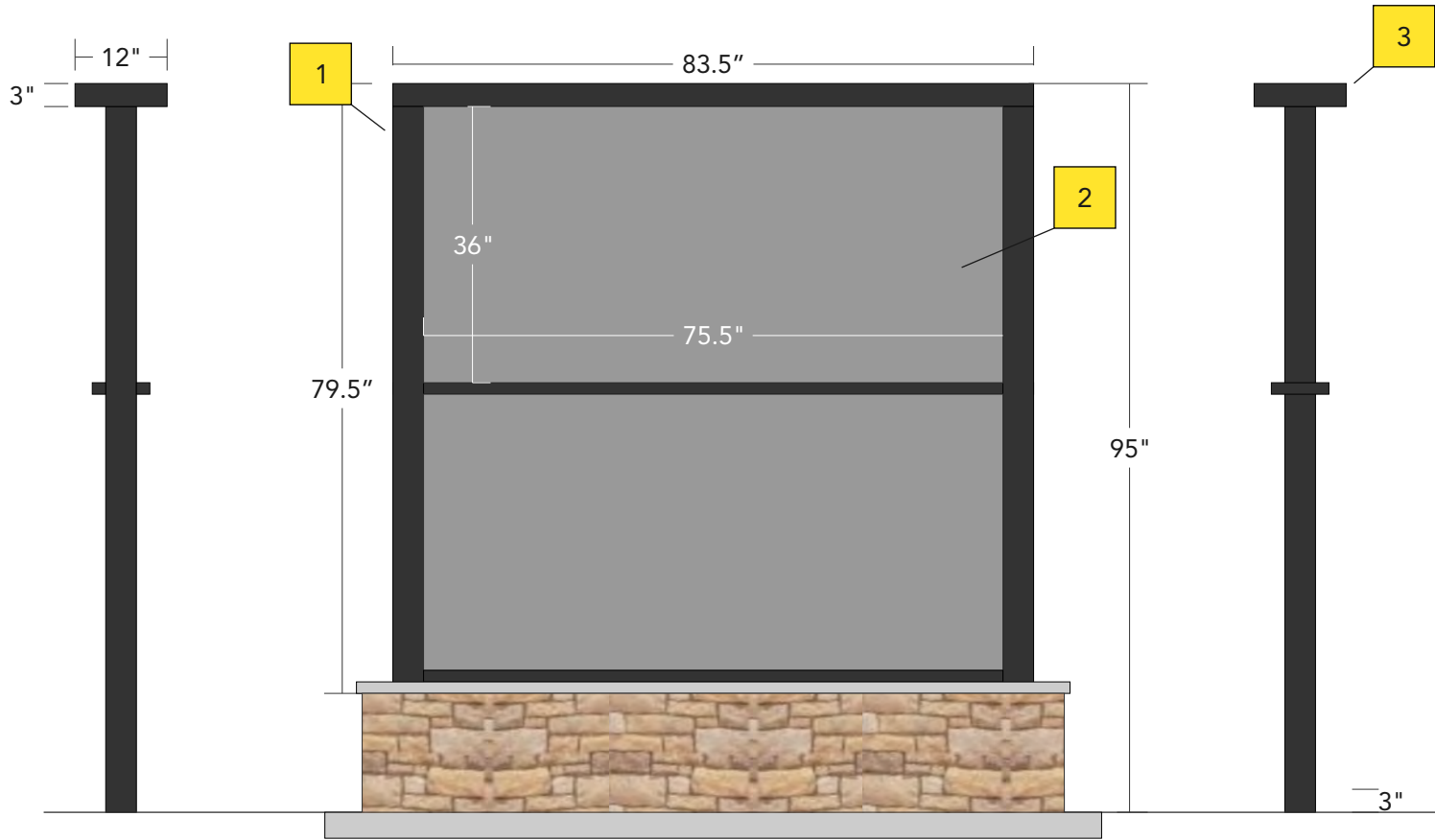
S10.2 LIGHTING DETAIL - NTS



- 1 4" PAINTED ALUMINUM TUBE FRAME
COLOR = BLACK (SAINT)
- 2 PAINTED STEEL PAN MAGNET BACKER
COLOR = BLACK (SAINT)
- 3 FABRICATED ALUMINUM LIGHT SHIELD
- 4 LED DOWN LIGHTING

DOUBLE SIDED MENU BOARD

S9.1 ORTHOGRAPHIC VIEW - NTS

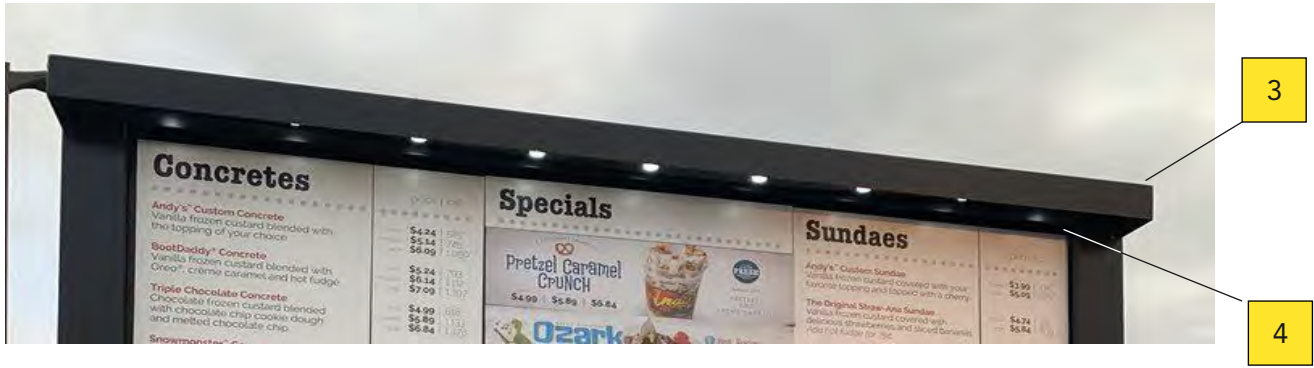


** NO EXPOSED FASTENERS IN STEEL PANEL FACES

** WALK UP MENU MUST BE INTEGRATED ALONG BASE w/ MASONRY TO MATCH BUILDING



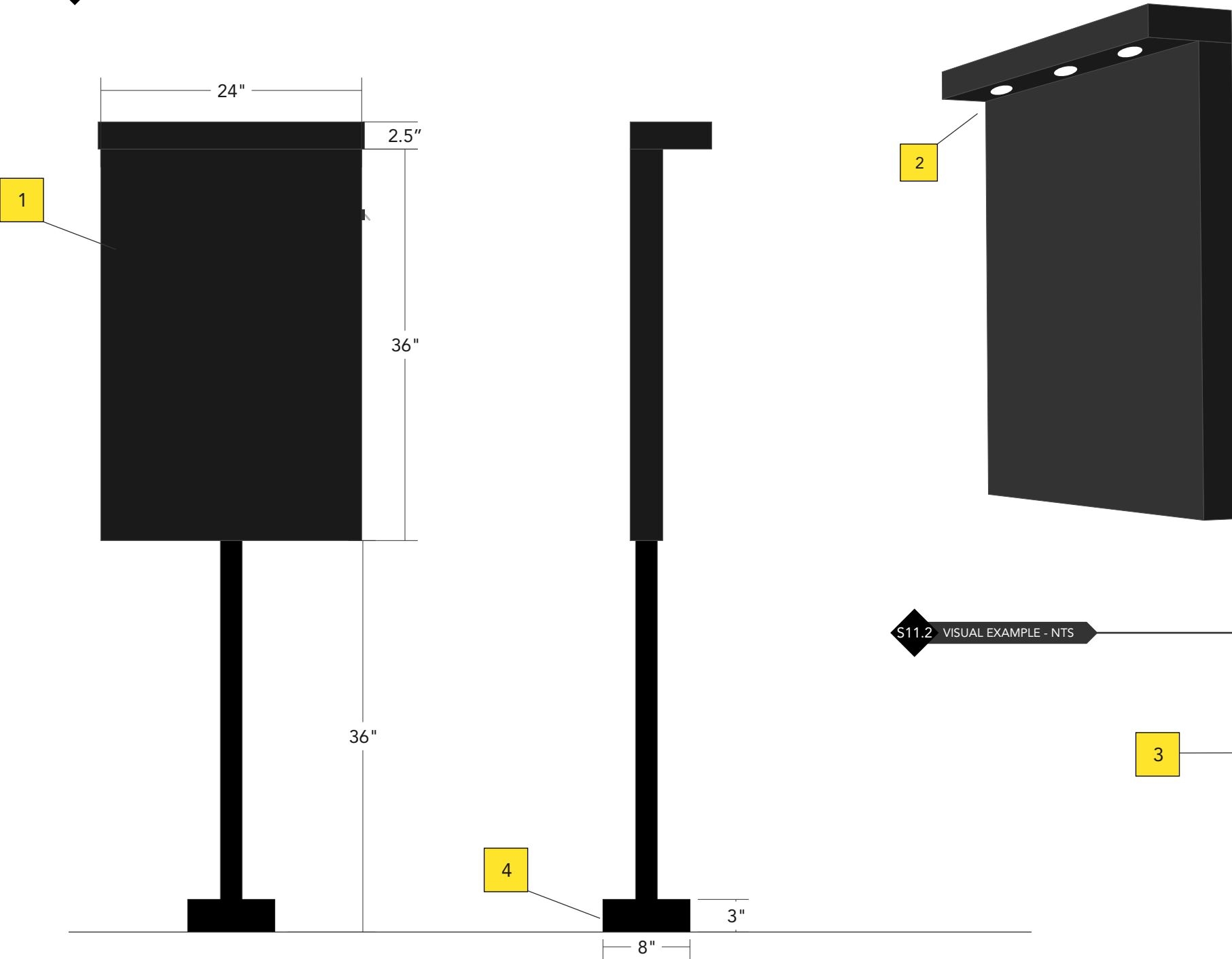
S9.2 LIGHTING DETAIL - NTS



- 1 4" PAINTED ALUMINUM TUBE FRAME
COLOR = BLACK (SAINT)
- 2 PAINTED STEEL PAN MAGNET BACKER
COLOR = BLACK (SAINT)
- 3 FABRICATED ALUMINUM LIGHT SHIELD
- 4 LED DOWN LIGHTING

MAGNETIC POSTER BOARDS

S11.1 ORTHOGRAPHIC VIEW - NTS

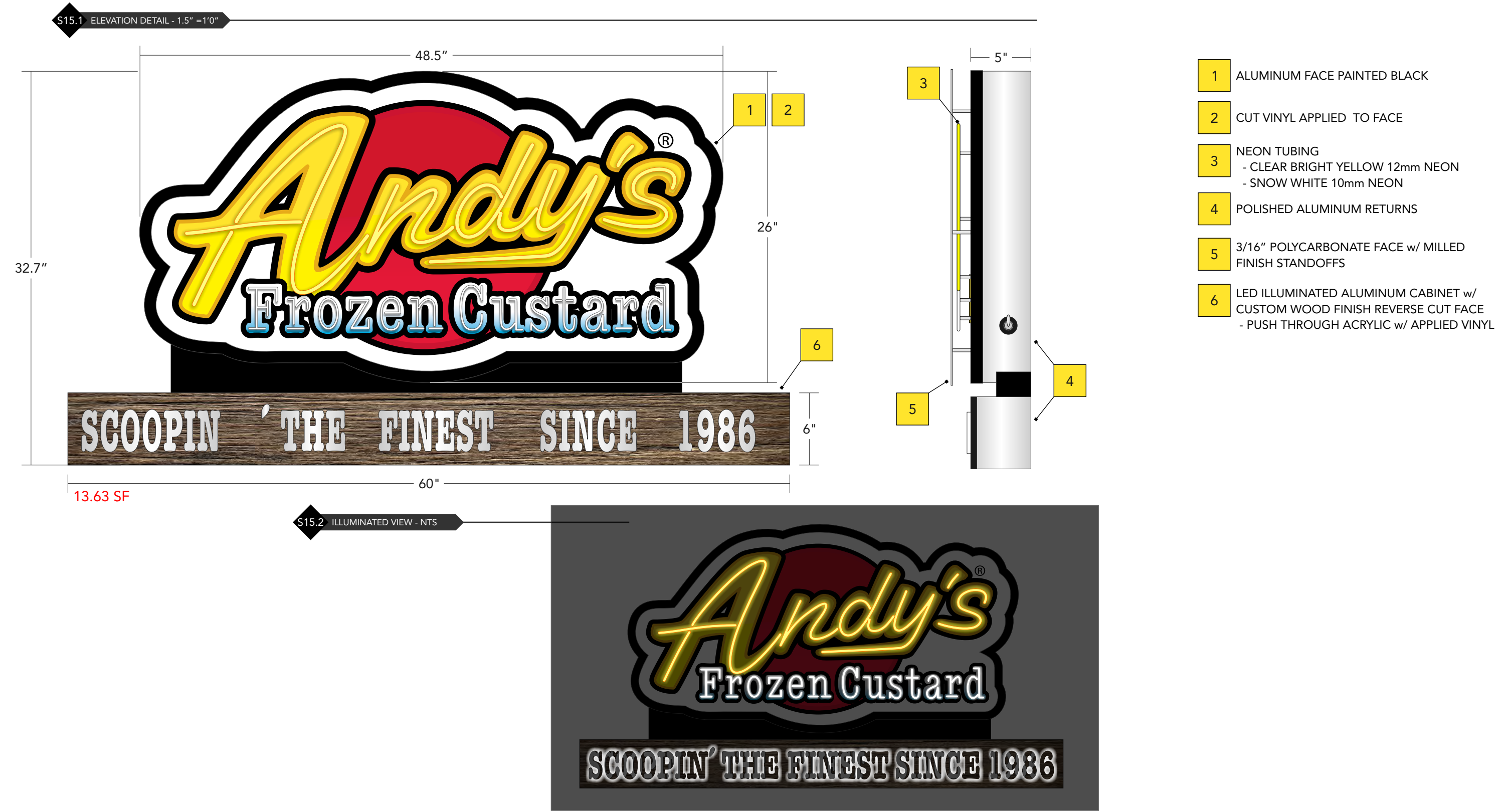


- 1 STEEL CABINET MAGNET BACKER
PAINTED STAIN BLACK
- 2 DOWNCAST LED LIGHTING
- 3 REPLACEMENT MAGNETIC SEASONAL MENU
- 4 BOLT COVERS PAINTED TO MATCH STRUCTURE

S11.2 VISUAL EXAMPLE - NTS



INTERIOR SCOOPIN' SIGN



1 ALUMINUM FACE PAINTED BLACK

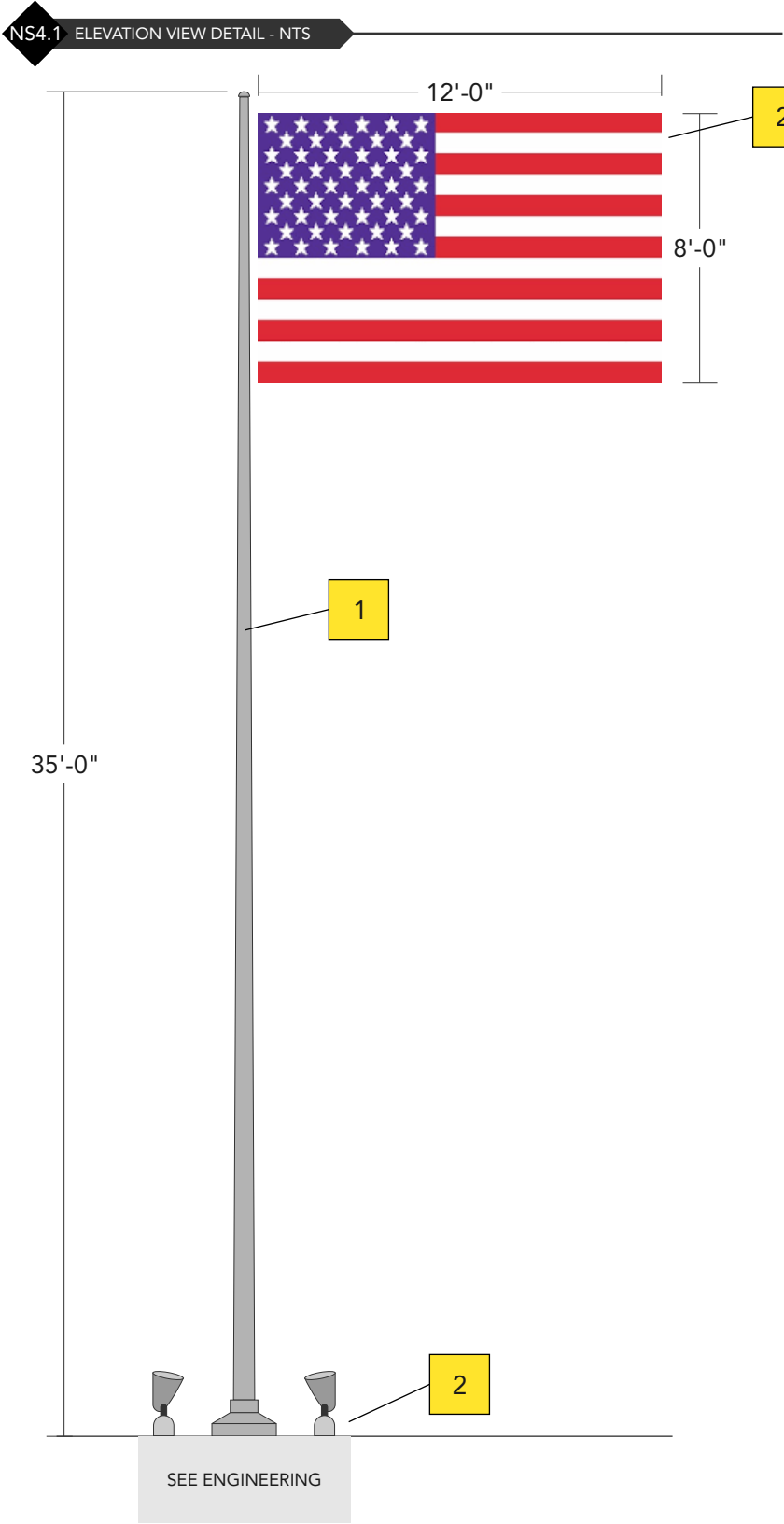
2 CUT VINYL APPLIED TO FACE

3 NEON TUBING
- CLEAR BRIGHT YELLOW 12mm NEON
- SNOW WHITE 10mm NEON

4 POLISHED ALUMINUM RETURNS

5 3/16" POLYCARBONATE FACE w/ MILLED FINISH STANDOFFS

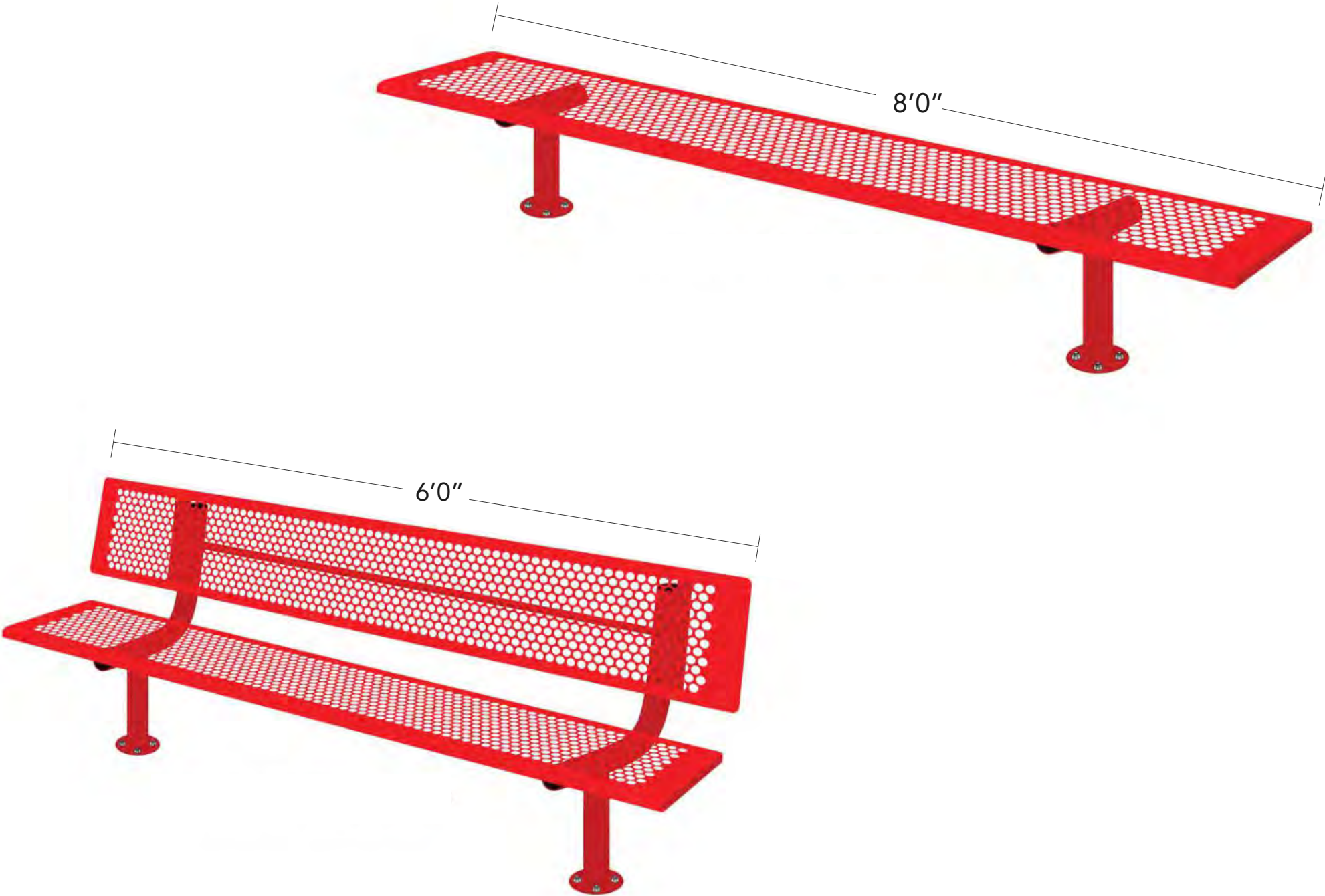
6 LED ILLUMINATED ALUMINUM CABINET w/ CUSTOM WOOD FINISH REVERSE CUT FACE
- PUSH THROUGH ACRYLIC w/ APPLIED VINYL



- 1 35' FLAG POLE STANDARD ALUMINUM FINISH w/ INTERNAL HALYARD
- 2 12'x 8' AMERICAN FLAG, HIGH QUALITY, DOUBLE WEAVE DESIGN, 2-SIDED
- 3 LIGHTING & FOUNDATION TBD PER SITE SPECIFIC CONDITIONS & ENGINEERING

SURFACE MOUNTED BENCH

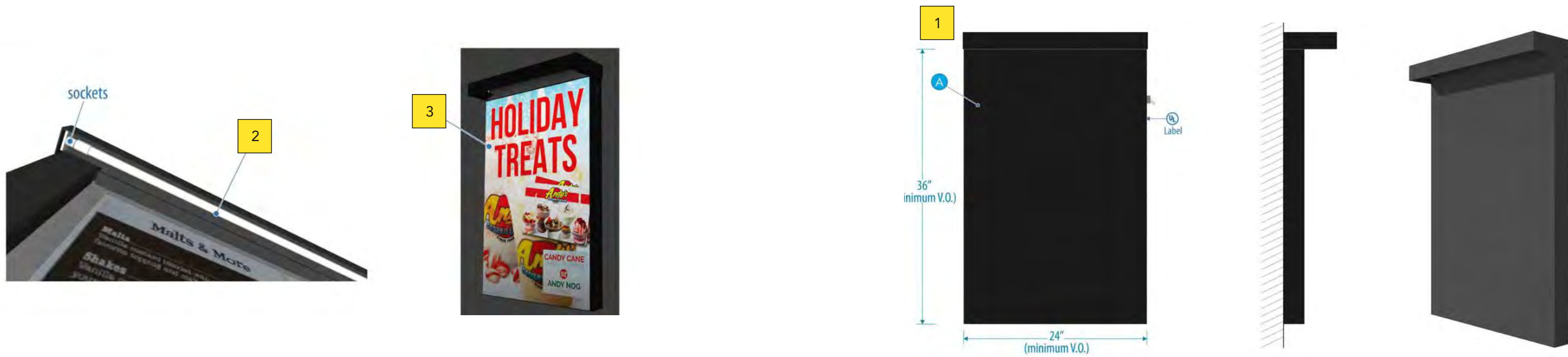
NS6.1 ELEVATION VIEW DETAIL - NTS



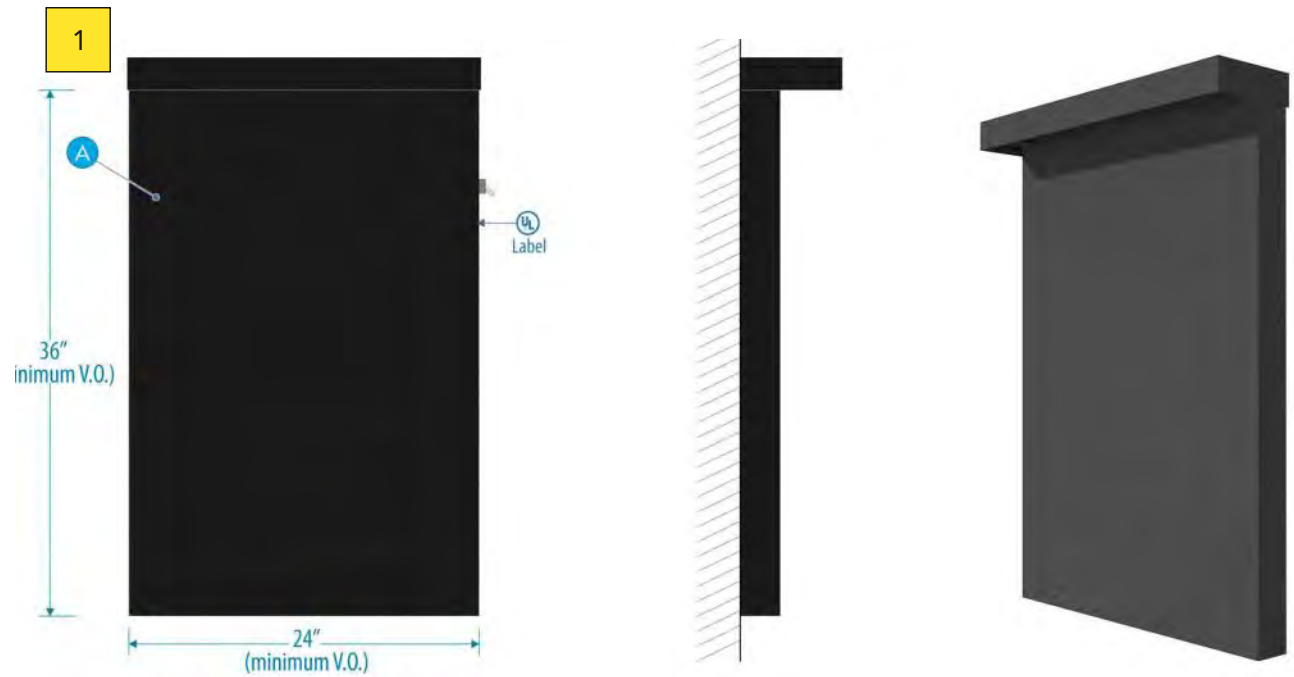
- 1 PAINTED SURFACE MOUNTED BENCHES
- 2 6'x 8' LENGTHS AVAILABLE
- 3 OPTIONS : WITH OR WITHOUT BACKS

MANUFACTURER:
SUPERIORRECREATIONALPRODUCTS.COM

- 1 STEEL CABINET MAGNET BACKER
PAINTED STAIN BLACK
- 2 DOWNCAST LED TUBE LIGHTING
- 3 REPLACEMENT MAGNETIC SEASONAL MENU



- 1 STEEL CABINET MAGNET BACKER
PAINTED STAIN BLACK
- 2 DOWNCAST LED TUBE LIGHTING
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SIGN PURCHASE AGREEMENT
☎ 800.845.9927 🌐 springfieldsign.com

DESCRIPTION

This agreement, made and entered into this ____ day of ____ (month), 20 ____ (year), by and between Springfield Sign & Graphics, INC. d/b/a Springfield Sign (herein after referred to as Seller), and Buyer (as outlined below and labeled as Buyer) witnesseth, that the Seller agrees to manufacture for Buyer the sign(s) and/or other sign products/services as outlined in a separate E2 document as follows, QUOTE Number: ____ or other such unique document of description as follows:

CONTACT

BUYER:

COMPANY NAME:	D/B/A:	
BILLING ADDRESS:	CITY:	STATE:

JOB DETAILS:

COMPANY NAME:	D/B/A:	
BILLING ADDRESS:	CITY:	STATE:

FINE PRINT

All wiring on the premises to the site of the signs- installed location, including the connection of the sign to such primary wiring source is to be the responsibility of the Buyer, at additional cost to the Buyer, at the direction of the Buyer. as designed by the Buyer or Buyer's agents and, as necessary, all other aspects and expenses, as required, to bring primary electrical wiring to the sign's location for energizing of such signs. All voltages to be 120 Volt at 60 Hertz unless otherwise specified. Any damages caused by the energizing circuit to the sign or sign products due to improper design (including but not limited to improper voltages), improper connection thereof or any other causes related to the energizing primary circuitry will be solely and completely at the Buyer's risk and expense. Any additional work, trouble shooting in the field, by phone, by internet or otherwise required on behalf of Seller will be bi/Jed in addition to Buyer on a Time and Materials basis, at additional expense. All Permit fees/Engineering fees and labor/drawing costs for the acquisition thereof will be billed in addition to prices stated herein at additional expense unless specifically outlined in this document to be bi fled in another manner as described herein. Any required sales/use taxes are the responsibility of the Buyer, now and in the future as so levied by applicable governing authorities. All taxes are due and payable upon demand by Seller at or any time subsequent to the execution of this SIGN PURCHASE AGREEMENT. It is understood that taxes are in addition to the prices outlined in the SIGN PURCHASE AGREEMENT, E2 Quote or any other document outlining the signs, products or services for stated Job Location unless specifically and clearly outlined otherwise. It is expressly and undeniably understood by both Buyer (or Buyer's agents, subcontractors, salespersons, etc.) and Seller that no verbal agreement has been entered into. Both parties are to adhere to the terms and conditions of this SIGN PURCHASE AGREEMENT and related attachments as properly executed and initialed. Any governing entity outside the control of Seller, such as but not limited to, any applicable City/Municipalities, County Office/Agent, national codes (such as but not limited to NEC, BOCA, ETC.) with jurisdiction or control upon the product, labor (manufacturing or installation) or any issues, procedures or otherwise related to the execution of the terms, signs, sign products, services or otherwise, foreseen or unforeseen, may affect the costs and timely delivery of such products/services herein NOTICE: THIS IS A LEGAL DOCUMENT WITH BINDING OBLIGATIONS READ BOTH SIDES OF THIS INSTRUMENT BEFORE SIGNING, AS THE TERMS OF THIS SIGN PURCHASE AGREEMENT ARE SET OUT THEREON, The specific terms for payment may vary based on product types or other reasons, but it is expressly understood that PAYMENT IN FULL as outlined by this Agreement is due and must be paid PRIOR TO INSTALLATION OF SIGN PRODUCT, PARTS OR SERVICES. All outstanding balances over 30 days due are subject to a 2% per month (collectively compounding) Late Fee.

☐	Buyer's Guarantee to Build _____ (initials)
☐	Rejection of Buyer's Guarantee to Build _____ (initials)

BUYER:

I/We have read this entire agreement and agree to defend and hold harmless Seller as stated herein. ACCEPTED:

By: _____

PRINTED NAME:	TITLE:	DATE:

AGREEMENT

SELLER:

ACCEPTED:

By: _____

Mark Wessell, CEO
Springfield Sign
4825 E Kearney St
Springfield, MO 65803

1. DOCUMENT ATTACHMENT As allowed by this contract, other documents such as but not limited to E2 quotes, product specifications, manufacturer's specifications, etc. may be referenced in the area in the beginning of this Sign Purchase Agreement. These documents may have additional terms, conditions, pricing, restrictions, limitations or otherwise as describe by those written instruments, such as but not limited to LED (or other types) of electronic displays.

2. LIMITED WARRANTY Seller warrants all new materials and/or services delivered herein to be at time of completion of job and time of delivery, to Buyer, to be free from defects of material and/or workmanship. Seller agrees to repair or replace, solely at Seller's discretion, any products or parts thereof, which are found defective in material or workmanship within 90 days from time of installation of sign or sign product. Seller's obligation with respect to such products or parts shall be STRICTLY LIMITED to replacement or repair and in NO event shall Seller be liable for consequential, incidental or special damages, or for transportation, installation, adjustment or any other expenses which may arise in connection with such products or parts, including but not limited to loss of business or loss of trade. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES. Seller's obligations hereunder shall extend only to defects for which Buyer shall have given Seller written notice thereof within ninety (90) days after date of delivery or installation, as applicable. Buyer is NOT authorized to make independent arrangements for warranty work. All warranty work on said signs, products, parts, services, as described herein, shall be arranged or subcontracted by Seller or be done by Seller's employees or representatives, solely at the discretion of the Seller. In the event that Buyer does not permit Seller to inspect product, access property or in any other way directly or indirectly inhibits the Seller to arrange for or conduct necessary repair work required under this Agreement, or Buyer makes independent arrangements for such repair work, Buyer agrees that Buyer will be solely responsible for the costs of such repairs. In the event Buyer does not comply with the above, Seller hereby EXCLUDES ALL WARRANTIES, EXPRESS AND/OR IMPLIED, AND BUYER PURCHASES THE SIGN, SIGN PRODUCT AND/OR SERVICES "AS IS" and WITH ALL FAULTS. WAIVING ALL WARRANTIES HEREUNDER. Additional limitations include but are not limited to, acts of God, acts of nature, vandalism, acts of War or Terrorism and/or accidental damages.

3. INSURANCE As long as any amount of monies is due and owing to Seller, Buyer shall insure sign, sign products or services, in an amount no less than monies due Seller, and NAME SELLER in the loss payable clause of such insurance policy, strictly for the benefit of the Seller. Buyer further agrees to not limit the insured causes allowing for fire or any other casualty. Buyer shall furnish Seller with evidence of such certification of insurance, in writing from Buyer's insurance agent or agency, upon Seller's demand. Seller's certificate of insurance for liability/workers compensation shall be provided by Seller to buyer upon request from Buyer.

4. TAXES Buyer shall be responsible for and pay all taxes including but not limited to Sales, Use, Personal Property or any other municipal, county, state or federal taxes that may be levied, imposed or assessed by law on the sign product, parts or services or improvements thereon, or uses of such. Buyer agrees to reimburse Seller for any amount for such taxes, that may be billed to and paid by Seller. Any interests or penalties associated with any taxes as outlined herein will also be due and owing to Seller if so paid by Seller. These taxes, as allowed by law, may or may not be assessed at time of initial sale or delivery of sign product, parts or services and may continue forward in time without end.

5. PERMITS/LICENSES Seller shall not be obligated to commence fabrication of sign product, parts or services until all necessary permits have been issued. If permits are denied after reasonable effort by both parties to secure same, then this Sign Purchase Agreement shall terminate without liability to either Buyer or Seller, except that Buyer shall pay Seller for reasonable compensation for labor and costs expended until the time permits are denied. Buyer shall be responsible for securing and maintaining in effect written consent from the owner of record of the premises upon which sign product, parts or services is to be installed and for all other private permissions, consents or licenses, including but not limited to, the use of registered trademarks or copyrights used on the sign product, parts or services, necessary for the manufacture, the installation, maintenance and use of such. The only exception to this will be if the **Buyer's Guarantee to Build** check box at the beginning of this Sign Purchase Agreement is checked. The terms and conditions for this, briefly being stated herein, shall GUARANTEE FULL PAYMENT TO SELLER with no guarantee to Buyer that the sign product, parts or services will be utilized to any benefit of the Buyer. Buyer will be obligated to pay the full contract price, including installation and will have to make arrangements for receipt of, off loading of and storage of sign product, parts or services with no future claims for installation, service or maintenance of such from Seller. The **Buyer's Guarantee to Build** is strictly offered to allow manufacturing of sign product, parts or services to proceed WITHOUT the proper permits obtained. If in no way obligates Seller to be adverse to the law for installation (without permits) of sign product, parts or service.

6. INSTALLATION OF SIGN PRODUCT Buyer agrees to and stipulates that Buyer has designated the location for the sign product, parts or services and subsequent installation of such and is responsible for all required materials, labor and any other associated expense, at Buyer's risk, for the necessary requirements for proper, obstruction free and/or lawful installation. Obstructions, obstacles or other encumbrances, includes but is not limited to building reinforcement, building or site alterations, all obstacles as required for successful, safe, lawful installation including but not limited to overhead (power lines, buildings, trees or other encumbrances), underground (such as utilities, easements, rocks, buried objects natural, man made or otherwise), landscaping, sidewalks, planters, asphalt, concrete or any other such improvements, construction crews other than Seller's or Seller's agents or Buyer's normal business traffic, Seller will not be responsible for any damages for such items during the normal installation process. Any return trips or delays or overtime charges incurred will be passed on to Buyer at Buyer's expense.

7. ASSIGNMENT This Agreement shall be binding and inure to the benefit of the parties hereto, their respective successors, executors, administrators, assigns and legal representatives; provided, however

that the interests of Buyer herein shall be assigned only with the expressed, written consent and approval of Seller. No transfer or assignment of this Agreement or any interest hereunder shall release Buyer from their obligations herein.

8. DEFAULT OR BREECH OF AGREEMENT The parties stipulate that the sign product, parts or services is(are) not an article of general trade or utility but is uniquely designed and is to be constructed and/or installed at the request and for the sale and special purposes of Buyer. The sign product, parts or services is of no value to Seller, and therefore, has no resale or other value to anyone other than Buyer, this Agreement is not cancelable except with expressed written permission of the Seller. Buyer shall be deemed to have breached this Agreement by insolvency, default in payment amounts or schedules as set forth herein, abandonment of the sign product, parts or services or vacating the premises where such is located, termination or transfer of Buyer's interest in the premises or business, appointment of a receiver for Buyer's business, the filing of a voluntary or involuntary petition of bankruptcy with respect to Buyer, or any act or omission of Buyer in contravention to this Agreement. In addition to Buyer's other obligations hereunder, in the event Seller shall institute any action or lawsuit for the enforcement of the obligations of Buyer herein, Buyer shall pay and indemnify Seller for all costs of court, reasonable attorney's fees expended, interest expenses of 2% per month or as allowed by law whichever is more, collection fees, administration fees, and, pay Seller all amounts awarded by the court as a result of such proceedings. Buyer's breach of any provision in any other Sign Purchase Agreement or other instruments as put forth by Seller or Confirmation of Order with Seller shall also be deemed to be a breach hereunder, and Seller may suspend its performance and delivery under this and all other agreements with Buyer until Buyer provides Seller with adequate assurance of performance within a reasonable time, not exceeding ten (10) days, after Seller has informed Buyer orally or in writing, of its grounds for insecurity.

9. COPYRIGHTS, TITLE & CONVEYANCE OF OWNERSHIP Seller specifically retains ownership and/or title of sign product, parts or services until Buyer has performed and fulfilled all terms and conditions required by Seller, herein, or as otherwise allowed by law to Seller's benefit. Buyer also, conveys to Seller the absolute right to access property to remove sign product or parts from said property, should any default arise on Buyer's behalf, and, to pay for all necessary costs for removal and possible subsequent re-installation of said product at expense in addition to that outlined herein, solely at Buyer's risk and expense. Buyer agrees and will defend same that Seller shall at all times have title to all original drawings, designs and specifications relating to the work hereunder, which were developed or created by or on behalf of Seller, and Seller hereby claims copyrights, where applicable, of all such drawings, designs and specifications. Payment of all or part of any amounts hereunder does not pass title to the "original drawings, designs, specifications" of said sign product, parts or services, although the same may be reproduced with the expressed written consent of Seller. Buyer shall, upon request of Seller, promptly return all such drawings, designs and specifications, and copies thereof, to Seller during all times which Buyer owes Seller any amounts hereunder. Buyer agrees that Seller has specific legal rights in the form of Copyrights or other instruments given by law to Protect and does hereby declare Seller's ownership of all drawings artwork and the like during and after the terms of the Agreement herein.

10. MANUFACTURING SPECIFICATIONS/INDUSTRY STANDARDS Buyer understands and agrees to allow Seller, solely at Seller's discretion to make modifications for and conforming to Seller's standard manufacturing practices. It is also understood by Buyer, that no color, shape, dimension or any other specific feature of said sign product, parts or services is guaranteed absolute. As practical examples absolute color matches or dimensions are not guaranteed and will be allowed reasonable differences within industry standards. Buyer agrees that Seller may mark and label sign for legal, national code, electrical, manufacturing, advertising or other requirements and purposes as is reasonably necessary to conduct day-to-day business as allowed or required in the industry and for Seller's own satisfaction and benefit.

12. SUBJECT TO PRIOR SALE Used sign products, new or used products offered for resale from other manufacturers, such as but not limited to electronic displays may be subject to prior sale affecting price and or delivery times to Buyer. Seller will not be responsible for any consequences related to such issues. This includes promotional or sales or any other type of proposal made to customer. Seller has no authority or control over other manufacturers and Seller employ's numerous sales agents all of whom may be promoting the same sale item, thus depleting any available inventory.

13. CHANGE ORDERS Any alteration, deviation and/or reasonably significant variance from the scope of work, construction or labor or otherwise from the sign(s) or products or services as outlined herein, including all extra costs, hereafter called Change Order, will be executed only upon written orders and may become an additional charge over and above the price stated herein. Any such Change Order requested by Buyer must be agreed to by Seller, in writing and solely at the discretion of the Seller. It is understood that any Change Order could necessitate the need for a price increase, an extension in the time required to complete the work outlined herein or any other reasonable and necessary charges, terms, conditions, equipment or the like as so required to execute the Change Order.

14. SUSPENSION OF MANUFACTURING Any request or event or otherwise required by Buyer to delay, suspend, cancel or otherwise impede the manufacture, delivery and/or installation of said sign product, parts or services, for any reason or occurrence out of the control of Seller, then Buyer shall immediately pay the full purchase price or any amount remaining and due to Seller. Furthermore, upon such request, Buyer shall be solely responsible for storage charges and any increases in labor and/or material costs incurred by Seller in the manufacturing process. Buyer's failure to comply with this provision will be deemed and construed as an anticipatory breach of this Agreement. In the event Buyer complies with the foregoing, Seller will complete the manufacturing, delivery and/or installation within a reasonable period of time upon reasonable request of Buyer.

15. SECURITY INTEREST Buyer grants Seller a SECURITY INTEREST in the sign product, parts and/or services until all obligations to Seller, hereunder are fully paid. Seller may file and record this Agreement as a financing statement under Chapter 400 of the Missouri Uniform

Commercial Code Section 400.9-521, in addition to any other permitted standard or nonstandard forms. If Buyer shall fail to pay as agreed to herein, Seller (or Seller's agents or representatives) shall have the right, and will be defended by Buyer, and is hereby authorized and empowered to take and resume possession of and remove into Seller's possession, with or without process of law, the sign product, parts or services and all other property described herein, wherever found, and remove and sell the same at either public or private sale, or by any other viable method, as deemed solely by Seller, at such time and place as Seller shall choose, and as allowed by law. Seller shall apply the proceeds of such sale as a credit upon the obligations of Buyer hereunder. In such event, Seller is entitled to recover all expenses of sale, including any reasonable attorney's fees necessary in handling the matter, without prejudice to Seller to the further enforcement of any balance of such obligation due Seller by Buyer, or expenses remaining due from such sale. In the event the proceeds of such sale exceed the balance of Buyer's obligation to Seller and the expenses of such sale, Seller shall forward any such excess to Buyer. Buyer shall not use said sign products as to lessen the value of Seller's SECURITY INTEREST or impair the operation of said sign product, and in the event the sign product is damaged through the intentional acts or willful negligence of Buyer, Buyer's customers, its agents or employees, contractors or third parties, or by wind, hail, earthquake, fire, war, tornado, hurricane, flood, labor dispute, vandalism, acts of God or acts of nature, Buyer agrees to pay for the necessary expenses to restore said sign product, part or services in operable condition. After delivery and/or installation, whichever is contracted for, in the event the sign product is lost, stolen, destroyed, or otherwise impaired, Buyer shall remain liable to Seller for all amounts hereunder, UNTIL BUYER'S OBLIGATIONS TO SELLER ARE FULLY SATISFIED HEREUNDER, THE PROPERTY DESCRIBED HEREIN WILL REMAIN PERSONAL PROPERTY OF SELLER WHETHER THE SAME IS ATTACHED IN ANY MANNER TO THE REALTY OR NOT. SAID PROPERTY SHALL NOT, BY REASON OF ATTACHMENT OR CONNECTION TO THE REALTY, BECOME OR BE DEEMED A FIXTURE OR APPURTENANT TO SUCH REALTY. No transfer, renewal, extension, or assignment of the Agreement or of any interest hereunder, and no loss, damage or destruction shall release Buyer or any Guarantor from the obligations assumed hereunder. During all times in which Buyer is obligated for any amounts to Seller hereunder, Buyer shall keep said property free from all tax liens and other encumbrances, and any sum of money that may be paid by Seller to release any such liens or encumbrances shall be paid on demand by Buyer in addition to the obligations secured hereunder.

16. WAIVER OF CONSUMER RIGHTS

17. DELIVERY AND PERFORMANCE Seller shall not be held responsible for, and the period of time required for completion of any project or maintenance or repairs, shall be tolled during any time when Seller is delayed or prevented from completing the obligations hereunder because of strikes, equipment breakage, fire, war, terrorism, labor disputes, commercial delays, acts of God/nature, regulations or restrictions of any government entity or public authority, or any accidents or forces, conditions, or circumstances beyond Seller's control, and Seller shall not be liable for any loss whatsoever suffered by Buyer, directly or indirectly, as a result of any such events or occurrences. Buyer agrees to examine and inspect all installations, repairs, and maintenance, and within ten (10) days, notify Seller in writing of any complaints about work performed under this Agreement. The failure of Buyer to give such written notice shall constitute acceptance of the work performed. The provisions of the paragraph shall not be limited by any provision in which time is made of the essence. Notwithstanding anything in this Agreement to the contrary, if at any time prior to completion of this Agreement Seller's prospects for payment are, in Seller's sole discretion, impaired, Seller may require payment in advance before permitting delivery or any installation or services hereunder, and may demand Buyer's immediate performance of Buyer's obligations hereunder. If requested by Seller, Buyer shall furnish evidence, satisfactory to Seller, prior to commencement of Seller's work hereunder or at any time thereafter, that sufficient funds are available and committed to pay the full amount owing by Buyer under this Agreement.

18. STATE OF JURISDICTION/SEVERABILITY/MISCELLANEOUS All representatives of Seller are stipulated and specified in this Agreement. No modifications hereof shall be valid unless made in writing AND agreed to, AND signed by both Seller and Buyer. No waiver by either party hereto shall be a waiver of any subsequent breach of or failure to perform the same or any other term, condition, or obligation hereof. It is agreed by both parties hereto that venue of any action arising under the Agreement shall be in Greene County, Missouri and the laws of the State of Missouri shall govern this Agreement. Should any part of this Agreement contravene public policy or laws of the jurisdiction in which it is sought to enforce the same, then such part shall be considered null and void and have no force and effect, and the balance of the terms and conditions of this Agreement shall remain valid and in full force and effect. Buyer expressly grants Seller the right to use photographs, drawings or other replicas of the sign product specified herein in its brochures, pamphlets, displays, sales documents or other advertising or promotional media in the ordinary course of business of Seller. Seller may place on the sign product its name, telephone number and location of such information, as shall be determined by Seller and solely by the Seller. Buyer agrees that Buyer is purchasing said sign product for business or commercial purposes or use and not for personal, family or household use or purposes. In regard to payment of any amount due hereunder, time is of the essence.